

REQUEST FOR PROPOSALS (RFP) 8-2039

**OPERATIONS AND MAINTENANCE
SERVICES FOR THE OC STREETCAR
PROJECT**



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

Key RFP Dates

Issue Date:	November 12, 2018
Pre-Proposal Conference Date:	December 13, 2018
Question Submittal Date:	January 3, 2019
Proposal Submittal Date:	February 12, 2019
Interview Date:	April 23, 2019

FEDERAL TRANSIT ADMINISTRATION FUNDED PROJECT

TABLE OF CONTENTS

SECTION I: INSTRUCTIONS TO OFFERORS	1
SECTION II: PROPOSAL CONTENT	9
SECTION III: EVALUATION AND AWARD	18
EXHIBIT A: SCOPE OF WORK.....	22
EXHIBIT B: COST AND PRICE SUMMARY FORMS.....	23
EXHIBIT C: PROPOSED AGREEMENT	25
EXHIBIT D: CAMPAIGN CONTRIBUTION DISCLOSURE FORM.....	26
EXHIBIT E: STATUS OF PAST AND PRESENT CONTRACTS.....	31
EXHIBIT F: DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM AND FORMS	33
EXHIBIT G: RESTRICTIONS ON LOBBYING.....	51
EXHIBIT H: SAFETY SPECIFICATIONS	63
EXHIBIT I: CERTIFICATION OF CONSULTANT COMMISSION AND FEES	64
EXHIBIT J: BUY AMERICA	66
EXHIBIT K: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS.....	68



November 12, 2018

NOTICE OF REQUEST FOR PROPOSALS

(RFP): 8-2039: "OPERATIONS AND MAINTENANCE SERVICES FOR THE OC STREETCAR PROJECT"

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants to provide Operations and Maintenance Services for the OC Streetcar Project.

The OC Streetcar is a portion of OCTA's transportation network, providing service on an established schedule with designated stops. OC Streetcar will serve 16 stops along its 4.15-mile route (in each direction) throughout the cities of Santa Ana and Garden Grove. The OC Streetcar will operate 7 days per week, providing 121 weekly hours of service with 10- to 15-minute headways. The system will use a fleet of Siemens S70 streetcar vehicles, powered by an overhead contact system, and housed and maintained at a Maintenance and Storage Facility (MSF) along the Pacific Electric right-of-way in the City of Santa Ana. The OC Streetcar is expected to carry more than 7,300 passengers a day and operate over 30,000 hours of service on an annual basis.

The Authority has set a **4%** Disadvantaged Business Enterprise (DBE) participation goal for this project.

Proposals must be received in the Authority's office at or before 2:00 p.m. on February 12, 2019.

Proposals delivered in person or by a means other than the U.S. Postal Service shall be submitted to the following:

**Orange County Transportation Authority
Contracts Administration and Materials Management
600 South Main Street, (Lobby Receptionist)
Orange, California 92868
Attention: Irene Green, Senior Contract Administrator**

Proposals delivered using the U.S. Postal Service shall be addressed as follows:

**Orange County Transportation Authority
Contracts Administration and Materials Management
P.O. Box 14184
Orange, California 92863-1584
Attention: Irene Green, Senior Contract Administrator**

Proposals and amendments to proposals received after the date and time specified above will be returned to the Offerors unopened.

Firms interested in obtaining a copy of this Request for Proposals (RFP) may do so by downloading the RFP from CMM NET at <https://cammnet.octa.net>.

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

To receive all further information regarding this RFP 8-2039, firms and subconsultants must be registered on CMM 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:

Rail Services

Facility; Equipment, Supplies

Professional Services

Commodity:

Rail - Inspection & Testing
Services

Rail - Property Management
Services

Rail Systems Operations and
Management

Rail - Right of Way
Maintenance

Building: Maintenance,
Equipment, Supplies, etc.

Transit Management Services

A pre-proposal conference will be held on December 13, 2018, at 9:00 a.m. at the Authority's Administrative Office, 550 South Main Street, Orange, California, in Conference Room 08. All prospective Offerors are encouraged to attend the pre-proposal conference.

The Authority has established April 23, 2019, 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.

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SECTION I: INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS**A. PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held on December 13, 2018, at 9:00 a.m. the Authority's Administrative Office, 550 South Main Street, Orange, California, in Conference Room 08. 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

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:

Irene Green, Senior Contract Administrator
Contracts Administration and Materials Management Department
600 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560. 5317, Fax: 714.560.5792
Email: igreen@octa.net

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

proposer that engages in such prohibited communications may result in disqualification of the proposer at the sole discretion of the Authority.

E. CLARIFICATIONS

1. Examination of Documents

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

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and must be received by the Authority no later than 5:00 p.m., on January 3, 2019.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
 - (1) U.S. Mail: Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584.
 - (2) Personal Delivery: Contracts Administration and Materials Management Department, 600 South Main Street, Lobby Receptionist, Orange, California 92868.
 - (3) Facsimile: (714) 560-5792.
 - (4) Email: igreen@octa.net (preferred)

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than January 17, 2019. Offerors may download responses from CAMM NET at <https://cammmnet.octa.net>, or request responses be sent via U.S. Mail by emailing or faxing the request to Irene Green, Senior Contract Administrator.

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:

Rail Services

Facility; Equipment, Supplies

Professional Services

Commodity:

Rail - Inspection & Testing Services

Rail - Property Management Services

Rail Systems Operations and Management

Rail - Right of Way Maintenance

Building: Maintenance, Equipment, Supplies, etc.

Transit Management Services

Inquiries received after 5:00 p.m. on January 3, 2019, will not be responded to.

4. Schedule of Activities

The following is the anticipated schedule for this procurement. The dates may vary and are subject to change.

Date	Activity
November 12, 2018	Request for Proposals issued
December 13, 2018	Pre-proposal conference
January 3, 2019	Proposers RFP questions due
January 17, 2019	Authority Response to Questions posted
February 12, 2019	Proposals Due by 2:00 p.m., Pacific Time
April 4, 2019	Evaluation Committee determines competitive range of proposers
April 23, 2019	Interview with Short Listed Proposers
May 23, 2019	Best & Final Offers Requested
June 25, 2019	Best & Final Offers Due
November 25, 2019	Board Authorization to Award
March 2, 2020	Execute Agreement
June 1, 2020	Notice to Proceed Issued

F. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be received in the Authority's office at or before 2:00 p.m. on February 12, 2019.

Proposals received after the above-specified date and time will be returned to Offerors unopened.

2. Address

Proposals delivered in person or by a means other than the U.S. Postal Service shall be submitted to the following:

**Orange County Transportation Authority
Contracts Administration and Materials Management (CAMM)
600 South Main Street, (Lobby Receptionist)
Orange, California 92868
Attention: Irene Green, Senior Contract Administrator**

Or proposals delivered using the U.S. Postal Services shall be addressed as follows:

**Orange County Transportation Authority
Contracts Administration and Materials Management (CAMM)
P.O. Box 14184
Orange, California 92863-1584
Attention: Irene Green, Senior Contract Administrator**

3. Identification of Proposals

Offeror shall submit an **original and 8 copies** of its proposal in a sealed package, addressed as shown above in F.2. The outer envelope must show the Offeror's name and address and clearly marked with RFP number. In addition to the above, Proposers shall also include one (1) electronic copy of their entire RFP submittal package in "PDF" format on a flash drive.

4. 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 postpone proposal openings for its own convenience.
- d. 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.

J. PROTEST PROCEDURES

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

K. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a time and expense contract type specifying fixed Revenue Vehicle Hour service rates for services, a fixed monthly fee and reimbursable expenses for Authority-approved purchases.

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. PREVAILING WAGES

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et.seq., and all applicable Federal requirements respecting prevailing wages.

It is required that all mechanics and laborers employed or working at the site be paid not less than the basic hourly rates of pay and fringe benefits as shown in the current minimum wage schedules. The proposer to whom a contract for the work is awarded by the Authority shall comply with the provision of the California Labor Code, including, without limitation, the obligation to pay the general prevailing rates of wages in the locality in which the work is to be performed in accordance with, without limitation, Sections 1773.1, 1774, 1775 and 1776 of the California Labor Code governing employment of apprentices.

Copies of the prevailing rates of per diem wages are on file at the authority's principal office at 550 S. Main street, Orange, Ca 92868 and are available to any interested party on request

N. CODE OF CONDUCT

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

O. DEBARMENT & SUSPENSION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS – PRIMARY PARTICIPANT AND LOWER-TIER PARTICIPANTS

Unless otherwise permitted by law, any person or firm that is debarred, suspended, or voluntarily excluded, as defined in the Federal Transit Administration (FTA) Circular 2015.1, dated April 28, 1989, may not take part in any federally funded transaction, either as a participant or a principal, during the period of debarment, suspension, or voluntary exclusion. Accordingly, the Authority, acting on behalf of

the district, may not enter into any transaction with such debarred, suspended, or voluntarily excluded persons or firms during such period.

A process has been established by 2 CFR Part 180, as adopted and supplemented by 2 CFR Part 1200 as a means to ensure that debarred, suspended, or voluntarily excluded persons or firms do not participate in Federally assisted projects. A person or firm that is unable to provide a positive certification as required by the solicitation must submit a complete explanation attached to the certification. FTA will consider the certification and any accompanying explanation in determining whether or not to provide assistance for the project. Failure to furnish a certification or an explanation may disqualify that person or firm from participating in the project.

P. DISADVANTAGED BUSINESS ENTERPRISE

The Authority has established a 4 percent (4%) Disadvantaged Business Enterprise (DBE) participation goal for the services required in this solicitation.

Q. PUBLIC RECORD AND INFORMATION

Proposals received by Authority are considered public information and will be made available to the public if requested to do so.

R. BUY AMERICA REQUIREMENTS

If the proposed price is greater than one hundred and fifty thousand dollars (\$150,000), Offeror is required to complete the form titled "Bidder's Certificate Regarding 'Buy America' Requirements for Steel, Iron, or Manufactured Products." This form requires Offeror to certify that it will meet the requirements of 49 U.S.C. 5323(j) and the applicable regulations in 49 C.F.R. Part 661.

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 and submitted on 8 1/2" x 11" size paper, using a single method of fastening. Charts and schedules may be included in 11"x17" format. 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 Irene Green, 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, whether the firm is a Disadvantaged Business Enterprise (DBE), contact person's name and address, phone number and fax number, and email address; relationship between Offeror and subcontractors, if applicable.
- c. Acknowledgement of receipt of all RFP addenda, if any.
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 180 days from the date of submittal.
- e. Signature of a person authorized to bind Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

3. Technical Proposal

- a. Qualifications, Related Experience and References of Offeror

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

the firm; staffing capability; 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. Provide audited, consolidated financial statements of the firm and its subsidiaries, if any, for the last three (3) fiscal years.
- (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. Include at a minimum, name of the contracting agency, type of service(s) provided, contract period, scheduling system, annual revenue miles or hours, quantity, size, and fuel usage of vehicles used.
- (4) Identify subcontractors by company name, address, contact person, telephone number, email, and project function. Describe the role of each proposed subcontractor. 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 minimum of five (5) 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 shall also provide a client list from other related projects from the last 10 years to include the following information: client name and address, project name and description, project start and end dates and contract dollar amount.

b. Proposed Staffing and Project Organization

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

Offeror to:

- (1) Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, proposed position for this project, current assignment, level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.
- (2) Furnish brief resumes (not more than two [2] pages each) for the proposed General Manager, Operations Manager, Safety and Security Manager, Maintenance Manager and other key personnel that will be assigned to the Authority's Project. The ability of all key personnel to respond immediately to issues relating to the service herein is a requirement of this project. The Offeror shall demonstrate how this requirement will be fulfilled.
- (3) Indicate adequacy of labor resources utilizing a table projecting the labor-hour allocation to the project for each position category. Indicate the number of full-time and part-time employees for all operations (include number of hours for part-time employees), wages and compensation details to be included for operators and dispatch personnel.
- (4) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.
- (5) Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Authority.
- (6) Include detailed staffing plan by function, including job classifications. List the number of full-time or part-time staff assigned to each function. Identify the wage scale per job classification and state average length of service.

- (7) Offerors must provide copies of all applicable written policies to be included as appendices to their proposal. At a minimum, these policies should include:

- Drug and Alcohol Policy
- Injury and Illness Prevention Policy
- Personnel Practices and Policies
- Maintenance Plan and Vehicle Maintenance Procedure
- Emergency Protocols/Business Resumption Plan

Describe the employee health and welfare benefits and incentive plans available. Clearly indicate the employee's share of any costs connected to the benefit package. Include a copy of the firm's employee handbook.

- (8) Describe the process the firm will use to attract quality staff to support all functions and roles required to fulfill the scope of work.

c. Work Plan

Offeror shall provide a narrative, which addresses the Scope of Work, and shows Offeror's understanding of Authority's needs and requirements throughout the proposed operations periods as described in Exhibit A:

- i. Start-Up Period
- ii. Pre-Revenue Period
- iii. Revenue Period-5 Years
- iv. Optional Revenue Extension Periods: 2-2-year terms

Offeror to:

1. Offerors shall provide a detailed service plans that demonstrates their ability to accomplish the project objectives.
2. Offerors shall describe their capability to provide all services throughout the specific operations periods.
3. Offerors shall provide a detailed implementation schedule throughout the specified operations periods.
4. Offerors shall identify methods that will be used to ensure quality control as well as budget and schedule control for the project.

5. Offeror shall identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.
6. Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.
- d. Exceptions/Deviations

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

All exceptions and/or deviations will be reviewed by the Authority and will be assigned a "pass" or "fail" status. Exceptions and deviations that "pass" does 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

Offeror shall submit proposed pricing to provide the services as described in Exhibit A, Scope of Work in a **separate and sealed envelope** that clearly indicates RFP NO. 8-2039 and the name of the offeror.

The Offeror shall complete and sign and date, by the person authorized to bind the firm, "Exhibit B-Cost Proposal and Price Summary Sheet" forms and furnish any narrative required to explain the prices.

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 and it must be included in only the **original** proposal.

2. Status of Past and Present Contracts Form

Offeror shall complete and sign the form entitled "Status of Past and Present Contracts" provided in this RFP and submit as part of its proposal. Offeror shall identify the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be

involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract. Offeror shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of Offeror's proposal.

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

3. Disadvantaged Business Enterprise Program and Forms

Offeror shall complete Exhibit F-1, Exhibit F-2, and Exhibit F-3 per the instructions set forth in "DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION AND FORMS".

Offerors are advised that commitment letters from proposed subcontractors that are intended to satisfy the DBE participation goal are required. The letter must include the dollar amounts and scope committed and be submitted along with the proposal.

4. Restrictions on Lobbying Form

As a recipient of federal funds, the Authority is required to certify compliance with the influencing restrictions and efforts of Offeror to influence federal officials regarding specific procurements in excess of \$100,000 that must be disclosed pursuant to section 1352, Title 31, U.S. Code.

This RFP includes, under Exhibit G, the following: a certification form entitled "Certification of Restrictions on Lobbying," the office of Management and Budget (OMB) Standard Form LLL entitled "Disclosure of Lobbying Activities," and a document entitled "Limitation on Payments to Influence Certain Federal Transactions."

The Offeror to this solicitation will be required to complete and submit to the Authority in their proposal, the certification form entitled "Certification of Restrictions on Lobbying" whether or not any lobbying efforts took place. If the Offeror did engage in lobbying activities, then OMB Standard Form LLL "Disclosure of Lobbying Activities" must also be completed and submitted to the Authority.

5. Safety Specifications

Offerors shall comply with all Enhanced Level 2 Health, Safety and Environmental Specifications as included in this RFP as Exhibit H, during the term of the awarded Agreement.

6. Proposal Exceptions and/or Deviation 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.

7. Offerors Certificate Regarding "Buy America" Form

If the proposed price is greater than one hundred and fifty thousand dollars (\$150,000), Offeror is required to complete the form titled "Exhibit J-Bidder's Certificate Regarding 'Buy America' Requirements for Steel, Iron, or Manufactured Products." This form requires Offeror to certify that it will meet the requirements of 49 U.S.C. 5323(j) and the applicable regulations in 49 C.F.R. Part 661.

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 with similar projects and activities comparable to the OC Streetcar project; experience operating and maintaining all aspects of streetcar systems; experience developing and implementing necessary SOPs for a new system, hiring, training and staffing a start-up project; experience in leading rail activation activities to include all testing and commissioning efforts for safety certification; experience and technical competence of subcontractors; approach to safety compliance with contract requirements; experience with local jurisdictions, partner agencies, other stakeholders, consultants, and the general public; understanding of the scope of services requirements, operations and maintenance plans and proposal content; assessment of client references.

2. Staffing, Project Organization and Management Approach 25%

Qualifications of project staff, particularly education, experience, knowledge, necessary skills, and expertise of the key personnel; 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; understanding of key issues, potential risks and mitigation measures; how the offeror intends to fulfill the contract requirements; and available Corporate Support and additional resources.

3. Work Plan 30%

Depth of Offeror's understanding of Federal Transportation Administration, California Public Utilities Commission and the Authority's requirements, logic, clarity, quality and specificity of work plan; appropriateness of resource allocation among the tasks; reasonableness of proposed schedule; knowledge of best practices, new technology and innovation in Streetcar operations management; utility of suggested technical or procedural innovations; Approach to safety, security and customer service.

4. Cost and Price 25%

Reasonableness of the total price; 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 April 23, 2019, 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, 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 Transit Committee will review the evaluation committee's recommendation and forward its decision to the full Board of Directors for final action.

C. AWARD

The Authority will evaluate the proposals received and will submit, with approval of the Transit Committee, the proposal considered to be the most competitive to the Authority's Board of Directors, for consideration and selection. The Authority may also negotiate contract terms with the selected Offeror prior to award, and expressly reserves the right to negotiate with several Offerors simultaneously and, thereafter, to award a contract to the Offeror offering the most favorable terms to the Authority.

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

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

D. NOTIFICATION OF AWARD AND DEBRIEFING

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

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

DRAFT

EXHIBIT A: SCOPE OF WORK

Operations and Maintenance Services for the OC Streetcar

SCOPE OF WORK

TABLE OF CONTENTS

	Page
TERMS AND DEFINITIONS	2
ACRONYMS.....	7
SECTION 1: AUTHORITY ROLE, SERVICE DESCRIPTION, AND CONTRACT STRUCTURE	9
SECTION 2: ROLES AND RESPONSIBILITIES OVERVIEW	15
SECTION 3: OPERATION AND MAINTENANCE OBLIGATIONS	22
SECTION 4: INFRASTRUCTURE AND WAYSIDE MAINTENANCE	33
SECTION 5: VEHICLE MAINTENANCE	35
SECTION 6: CONTRACTOR STAFF REQUIREMENTS	51
SECTION 7: OPERATOR TRAINING AND SAFETY PROGRAMS	57
SECTION 8: EMPLOYEE STANDARDS AND REQUIREMENTS.....	59
SECTION 9: FACILITY	61
SECTION 10: STATE AND FEDERAL REGULATIONS	65
SECTION 11: DATA COLLECTION AND REPORTING REQUIREMENTS	66
SECTION 12: SAFETY AND SECURITY.....	73
SECTION 13: INFORMATION TECHNOLOGY	75
SECTION 14: TRANSITION TO SUBSEQUENT CONTRACTOR	78
SECTION 15: OPTIONAL WORK PACKAGES	79
EXHIBITS	80

TERMS AND DEFINITIONS

As used throughout the Scope of Work (SOW), Exhibits, Attachments and elsewhere, the following terms shall have the meanings set forth below:

Accident: Any occurrence where an AUTHORITY owned or operated vehicle, or vehicle operated in AUTHORITY service, makes physical contact with any other vehicle, person or object or; any occurrence where any other vehicle makes contact with another vehicle, person or object within 100 feet of an AUTHORITY owned or operated vehicle or; any situation that could result in legal liability on the part of the AUTHORITY.

Agreement: The contract between CONTRACTOR and AUTHORITY for the operations and maintenance of the OC Streetcar governing the financial and performance obligations of both parties.

Americans with Disabilities Act of 1990 (ADA): Codified at 42 U.S.C. §12101, is a civil rights law prohibiting discrimination against persons with a disability.

AUTHORITY Project Manager: OC Streetcar Project Manager or his/her designee.

Automatic Vehicle Location (AVL) system: Automatic Vehicle Location (AVL) is a means for automatically determining and transmitting the geographic location of a streetcar. The vehicle location data, from one or more streetcars, is collected by a vehicle tracking system and is utilized to manage streetcar operations. AVL can also be used to obtain information about vehicle performance that includes doors, HVAC, and system power. Such data can be obtained via the Can-bus, via direct connections to AVL systems.

California Public Utilities Commission (CPUC): The CPUC is the state regulatory body with responsibility for the safety of passenger rail systems.

Corrective Action Plan (CAP): A plan developed by a rail transit agency that describes the actions it will take to minimize, control, correct, or eliminate risks and hazards, and the schedule for taking those actions.

Defect Vehicle Inspection Report: A report documenting the inspection and action taken to repair any vehicle defect before returning a vehicle to revenue service.

Early Submission Monthly Maintenance Report: A monthly maintenance report that must be submitted to AUTHORITY within the first seven (7) business days of the month following the month for which the data is collected.

Federal Transit Administration (FTA): The FTA is part of the United States Department of Transportation and directs and oversees the use of federal transit funds, and provides project oversight through design, construction, and operations of any federally-funded public transit project.

Incident: Any event or episode on or within 100 feet of an AUTHORITY owned or operated vehicle that requires the operator to disrupt normal operations of the vehicle or has the potential to generate a customer comment. Incidents are to be reported on an AUTHORITY approved incident report form to document situations, especially crimes, customer relations problems, or other extraordinary events that occur on or near the vehicle and does not involve personal injury or property damage.

Late Pull Out: When an Operator reports their leave yard time more than 5 minutes after the scheduled pull out time or are otherwise noted as more than 5 minutes late in initiating a route (for example, in returning from a break or beginning a run).

Maintenance and Storage Facility (MSF): The facility located along the PE Right of Way, just west of Raitt Street, where Streetcars will be stored, maintained, and dispatched. The MSF will house administrative space for CONTRACTOR's use; yard tracks; and bays, tools, supplies, and equipment required to store, clean, maintain, repair, and operate the OC Streetcar System.

Major Mechanical System Failure: Failure of a mechanical element of a revenue service vehicle that prevents the vehicle from completing a scheduled revenue trip or proceeding to the next revenue trip.

Mean Distance Between Failures: The average distance in miles that a transit vehicle travels before failure of a vital component forces removal of the vehicle from service.

Missed Trip: A trip that is not serviced prior to the next scheduled vehicle.

No Clearance Areas: Any location that is within 4 feet of the closest rail of any streetcar track. Entry to these areas is available only to CONTRACTOR, authorized employees of AUTHORITY, or to an outside party who has secured from CONTRACTOR a Track Access Permit.

Non-Revenue Vehicle (NRV): A vehicle used to support revenue vehicle operations that are not typically used to carry transit passengers. Types of NRVs include supervisor vehicles, driver relief vehicles, staff cars and maintenance vehicles.

OC Streetcar System: All infrastructure and equipment required for operation and maintenance of the OC Streetcar, whether or not provided by AUTHORITY.

On-Time Performance: (OTP): Subject to the parameters identified in the Performance Standards portion of the Agreement, "on-time" is defined as a system-wide condition where all scheduled cars are properly spaced and neither "bunching" nor excessive gaps are experienced by passengers on platforms, without regard to scheduled arrival or departure times.

Operations and Control Center (OCC): The location from which CONTRACTOR will dispatch, monitor, and conduct all communications with streetcar operations personnel.

The OCC will be at the MSF.

Other Mechanical System Failures: Failure of mechanical elements that, because of local agency policy, prevent the revenue vehicle from completing a scheduled revenue trip or from proceeding to the next scheduled revenue trip even though the vehicle is physically able to continue in revenue service. Examples of other mechanical system failures include breakdowns of fare collection equipment, heating, ventilation and air conditioning and other problems not included in major mechanical system failure.

Pacific Electric (PE) Right-of-Way: The former Pacific Electric Railway Santa Ana Branch right-of-way beginning at RAITT Street at the termination of Santa Ana Boulevard, running west approximately 1500 feet, and then turning northwest and running approximately 1.5 miles to Harbor Boulevard. The right-of-way is approximately 120 feet wide.

Passenger: Any person transported on a revenue service vehicle.

Passenger Fare: The revenue earned from carrying a passenger in regularly scheduled service.

Post Orders: Security shall perform all tasks in accordance with the duties as outlined in the Security Post Assignment Record (Post Orders), which are prepared by CONTRACTOR for all shifts on each post. The Post Orders define the specific duties that the contracted security personnel are to perform.

Pull Notice Program: Employees who are required to have a California driver's license or a special certificate or endorsement are required to be enrolled in the DMV Pull Notice Program, which provides automatic notification when a conviction, accident, or other action is posted to a driver's DMV record.

Rail Transit Safety Branch (RTSB): A branch of the CPUC that implements the Commission's program and focuses on verification of compliance with the System Safety Program Plan (SSPP), System Security and Emergency Preparedness Plan (SSEPP), and Safety Certification Plans of each rail transit agency in California to ensure that these plans meet all state and federal rules and regulations.

Record of Train Movement (RTM): Written documentation maintained by CONTRACTOR to document the timing of all train movements, both in and out of revenue service.

Red Tagged: A vehicle that does not meet the AUTHORITY's safety requirements or standards is issued a Red Tag and may not be placed into service until defects are corrected, form is signed, and repairs are approved by the AUTHORITY.

Revenue Vehicle: A vehicle authorized to be used in providing transit service for passengers.

Revenue Vehicle Hour (RVH): A revenue vehicle hour shall be defined as any sixty-minute increment of time, or portion thereof, that a vehicle is available for passenger transport within the CONTRACTOR's established hours of service. A vehicle is available for passenger transport from the time it arrives at its first pickup location no earlier than the scheduled start time for a route and ends when it arrives at the end of a scheduled route.

Revenue Vehicle Mile (RVM): Revenue vehicle odometer reading taken from the location that the vehicle begins revenue service to the location that the vehicle ends revenue service.

Run-Cutting: The process of organizing trips into runs for the purpose of scheduling personnel and vehicles.

Scope of Work (SOW): This document and all referenced exhibits, in their most current form.

Siemens Industries, Inc. (Siemens): The vehicle manufacturer, responsible for providing eight S-70 streetcar vehicles and related parts and equipment.

South Coast Air Quality Management District (SCAQMD): Under the federal Clean Air Act, the Environmental Protection Agency (EPA) establishes health-based air quality standards that all states must achieve. SCAQMD develops rules based on control measures identified in the Air Quality Management Plan and which are designed to reduce air pollution from specific sources

Southern California Edison (SCE): Southern California Edison (or SCE Corp), the largest subsidiary of Edison International, is the primary electricity supply company for much of Southern California. Southern California Edison serves residential and business clients and will supply all power required for the OC Streetcar.

State Safety Oversight (SSO): The FTA's SSO program certifies and empowers state agencies to oversee safety in all rail transit systems within each state. California's SSO agency is the CPUC.

Station Stop: The location of boarding platforms that allow transit vehicles to stop in their moving lane. Station Stops can be either center or side boarding. All Station Stops are designed for level boarding and include basic amenities such as CCTV, public address, changeable message signs, Ticket Vending Machines (TVMs), canopies, lean rail, benches, trash can, signs, and lights.

Streetcar: The Siemens S70 streetcar vehicle. The Streetcar is 88.41 feet long, 104.33 inches wide, and has a maximum passenger capacity of 236.

Streetcar Assets: All infrastructure and equipment supplied by AUTHORITY for

operation and maintenance of the OC Streetcar System.

Streetcar Power System: The Streetcar Power System consists of all Traction Power Substations (TPSSs), substation sites, electrical conduits and connections, the Overhead Contact System (OCS), and all related equipment and components.

Track Access Permit: A permit issued in writing by CONTRACTOR to allow 3rd party access to the No Clearance Areas of the Streetcar right-of-way.

Train Orders/Operating Clearance Form: A document that is issued to each streetcar operator providing authorization to operate on the mainline, subject to instructions of the operations control center.

Work Order Form: A standard form developed by CONTRACTOR to record the labor, parts, and materials required each time preventive maintenance and repairs are performed on an AUTHORITY vehicle.

ACRONYMS

ADA	Americans with Disabilities Act of 1990
AFR	Accident Frequency Ratio
AIIP	Accident/Incident Investigation Plan
APC	Automated Passenger Counter
AVL	Automatic Vehicle Location
CAP	Corrective Action Plan
CPUC	California Public Utilities Commission
DMV	Department of Motor Vehicles
DVIR	Daily Vehicle Inspection Report
EPA	United States Environmental Protection Agency
FTA	Federal Transit Administration
GM	General Manager
HMP	Hazards Management Plan
HVAC	Heating Ventilation Air Conditioning
IAPP	Internal Audit Program Plan
ITMS	Intelligent Transit Management System
MDBF	Mean Distance Between Failures
MDT	Mobile Data Terminal
MMS	Maintenance Management System
MSF	Maintenance and Storage Facility
NTD	National Transit Database
NRV	Non-Revenue Vehicle
OBVSS	Onboard Video Surveillance System
OCC	Operations and Control Center
OCS	Overhead Contact System
OCTA	Orange County Transportation Authority
OEM	Original Equipment Manufacturer
OTP	On-Time Performance
PE	Pacific Electric
PMI	Preventative Maintenance Inspection
PTASP	Public Transportation Agency Safety Plan
RAOC	Rail Activation/Operations Chair
RAP	Rail Activation Plan
RSO	Revenue Service Operations
RTM	Record of Train Movement
RTSB	Rail Transit Safety Branch
RVH	Revenue Vehicle Hour
RVM	Revenue Vehicle Mile

SCAQMD	South Coast Air Quality Management District
SCE	Southern California Edison
SIT	Systems Integration Testing
SITM	Systems Integration Test Manager
SITM	Systems Integration Test Manager
SMP	Standard Maintenance Procedure
SOP	Standard Operating Procedure
SOW	Scope of Work for Operations and Maintenance of the OC Streetcar (this document)
SSCP	Safety and Security Certification Plan
SSCVR	Safety and Security Certification Verification Report
SSEPP	System Security and Emergency Preparedness Plan
SSO	State Safety Oversight
SSPP	System Safety Program Plan
SSRC	Safety and Security Review Committee
TDN	Technical Data Notice
TPS	Transit Police Services
TPSS	Traction Power Substation
TVM	Ticket Vending Machine
USDOT	United States Department of Transportation
VMS	Video Management System

SECTION 1: AUTHORITY ROLE, SERVICE DESCRIPTION, AND CONTRACT STRUCTURE

AUTHORITY defines the general goals, policies and parameters of service delivery for the operation and maintenance of the OC Streetcar. The AUTHORITY provides strategic directives for the OC Streetcar and determines the OC Streetcar's ultimate mission and purpose

A. AUTHORITY Project Manager

AUTHORITY's Project Manager (or designee) shall: (a) serve as primary interface and the single-point of communication for the provision of Services; (b) have day-to-day responsibility to address issues relating to this Agreement; and (c) to the extent provided under the Code, have the authority to execute any additional documents or changes on behalf of AUTHORITY.

B. AUTHORITY's Right to Review and Reject

Any Work Product, Service or other document or item to be submitted or prepared by CONTRACTOR hereunder shall be subject to the review of the AUTHORITY Project Manager. The AUTHORITY Project Manager may disapprove, if, in the AUTHORITY Project Manager's sole opinion, the Work Product, Service, document or item is not in accordance with the requirements of this Agreement or sound professional service principles, or is impractical, uneconomical, or unsuited in any way for the purposes for which the Work Product, Service, document or item is intended. If any of the said items or any portion thereof are so disapproved, CONTRACTOR shall revise the items until they meet the approval of the AUTHORITY. CONTRACTOR shall not be compensated under any provision of this Agreement for repeated performance of such disapproved items. Pursuant to Article 19 of the Agreement, appeals of any such decisions shall be referred to AUTHORITY's Contracts Administration and Materials Management Department.

C. Service Description

The OC Streetcar is a portion of AUTHORITY's transportation network, providing service on an established schedule with designated stops. OC Streetcar will serve 10 station stops in each direction along its 4.15-mile route following Santa Ana Boulevard, 4th Street, and the Pacific Electric right-of-way to Harbor Boulevard in Garden Grove. The OC Streetcar will operate 7 days per week, providing 121 weekly hours of service with 10- to 15-minute headways. The system will use a fleet of 8 modern streetcar vehicles, powered by an overhead contact system, and housed and maintained at a Maintenance and Storage Facility (MSF) along the Pacific Electric right-of-way, just west of Raitt Street. AUTHORITY anticipates 31,408 annual revenue vehicle hours and 249,100 annual revenue miles.

In addition, OC Streetcar Service may include special event service. The OC Streetcar will typically operate seven days a week with hours of operation from approximately

6:00a.m. to 11:00 p.m. Monday – Thursday; 6:00 a.m. to 1:00 a.m. Friday – Saturday; and 7:00 a.m. to 10:00 p.m. on Sunday. Service characteristics are detailed, and a map of the alignment is provided in the Operations and Maintenance Plan (EXHIBIT 1).

AUTHORITY also operates an extensive bus network. OC Streetcar service and policies will be configured and deployed to maximize the seamless integration of the streetcar into AUTHORITY's network of transportation services. Specific strategies for achieving this integration are provided in the Rail/Bus Interface Plan (EXHIBIT 2).

1. Service Levels

- a. During the contract term, AUTHORITY may make adjustments to Revenue Vehicle Hours (RVH), the number of revenue service vehicles, and the span of service. While adjustments to service are typically made during scheduled service changes, interim adjustments may be made, as necessary. The anticipated level of service, along with individual route information, including revenue vehicle hours and miles, is provided in detail in the Operations and Maintenance Plan (EXHIBIT 1).

AUTHORITY service changes currently occur three times a year, in February, June, and October. Service changes for the OC Streetcar will be conducted twice a year in June and October. CONTRACTOR's bidding of operator work assignments shall concur with these two AUTHORITY service changes unless otherwise authorized by AUTHORITY Project Manager. If AUTHORITY modifies the months in which service changes occur for the bus system, the OC Streetcar service change date will be moved to coincide with AUTHORITY's bus system service change. The OC Streetcar schedules will be developed and distributed by AUTHORITY to the CONTRACTOR. AUTHORITY shall provide the CONTRACTOR with HASTUS scheduling software for run-cutting activities. New schedules and route summary information will be distributed to CONTRACTOR prior to each service change. AUTHORITY shall provide schedules and route maps at each service change.

D. Contract Structure

1. OVERVIEW: STREETCAR OPERATIONS CONTRACT PERIODS

The services of CONTRACTOR will begin prior to Streetcar revenue service and will include the following phases, marked with AUTHORITY's anticipated schedule:

- a. Startup and Pre-Revenue Operations Periods: June 1, 2020 to October 31, 2021
 - i. Startup: June 1, 2020 to January 31, 2021
 - ii. Pre-Revenue Operations: February 1, 2021 to October 31, 2021
- b. Revenue Operations Period: November 1, 2021 to October 31, 2026
- c. Optional Revenue Operations Extension Periods: (Up to 2 Extension

Periods, 2 years each):

- a. November 1, 2026 to October 31, 2028
- b. November 1, 2028 to October 31, 2030

2. Startup and Pre-Revenue Period (17 months: June 1, 2020 to October 31, 2021)

- a. Startup (8 months: June 1, 2020 to January 31, 2021): OC Streetcar System Construction Consultation; Operations Processes and Procedures Development; Early support for Vehicle and Systems Testing and Acceptance

Startup will correspond with AUTHORITY's final construction of the Project, including the construction of the Vehicle Maintenance and Storage Facility (MSF). During this phase, the CONTRACTOR is expected to work closely with AUTHORITY, the Project design team, the streetcar vehicle manufacturer, Siemens Industries, Inc. (Siemens), and the contractor responsible for constructing the OC Streetcar System to advise AUTHORITY on any pertinent operational considerations during construction.

Additionally, the CONTRACTOR will be responsible for finalizing and/or developing necessary plans, policies, Standard Operating Procedures ("SOPs"), and Operating Rule Book for effective operation and maintenance of the OC Streetcar System. The safety documents required to meet FTA and CPUC requirements will be the responsibility of the CONTRACTOR.

Finally, the CONTRACTOR will consult and cooperate with the AUTHORITY to plan, organize, and implement the hiring, training activities, and related actions consistent with applicable local, state, and federal requirements to ensure qualified staff are in place consistent with the activities described in the scope of services for vehicle acceptance, testing, start-up and revenue operations.

Specific responsibilities of the CONTRACTOR during Startup will include, but are not limited to:

1. Familiarization with the OC Streetcar infrastructure, systems, MSF and vehicles;
2. Participate in acceptance of MSF, locate into MSF;
3. Preparation and/or updates of key operational documents, including Rulebook, Standard Operating Procedures (SOPs), Standard Maintenance Procedures (SMPs), Rail Fleet Management Plan, Operations and Maintenance Plan and any other plans or policies as required;
4. Develop and implement the Rail Activation Plan;
5. Revision to the safety and security documents in accordance with AUTHORITY requirements resulting from the CPUC (SSO) and FTA review;

6. Preparation and approval of training documents for operations and maintenance;
7. Develop and implement the System Security and Emergency Preparedness Plan (SSEPP), Training Plan, Hiring Schedule and review the System Safety Program Plan (SSPP) in close consultation with AUTHORITY;
8. Engage, train, and make available sufficient staff to support AUTHORITY for the upcoming vehicle and systems testing and acceptance, and infrastructure and vehicle training requirements; and
9. Develop and manage the testing and commissioning plan of the system to include the test sequence.

- b. Pre-Revenue Operations (9 months: February 1, 2021 to October 31, 2021): Training, Hiring, and Start-up

The second phase of the CONTRACTOR's Startup and Pre-Revenue services will be to participate in the continued acceptance of vehicles, coordination with Siemens regarding warranty issues, testing, integration, CPUC safety approvals, start-up of the OC Streetcar System, and maintenance of streetcar vehicles during start-up. CONTRACTOR will hire and train operations and maintenance personnel in compliance with all applicable local, state, and federal requirements. Pre-Revenue Operations will commence on a date established at the sole discretion of AUTHORITY.

Additional duties include participation in a variety of committees, including leading the Rail Activation Committee, furnishing all materials, provisions, tools, and equipment that are required to be in place before the start of revenue operations that have not been provided by AUTHORITY. All tools and equipment will be operated and maintained by CONTRACTOR, as further described herein.

3. Revenue Operations Period (5 years: Anticipated Schedule: November 1, 2021 to October 31, 2026)

The second Period of the Operations Contract will be Revenue Operations. This period begins following acceptance of the system by AUTHORITY and the granting of necessary state safety certifications and any necessary public agency operating approvals. During this period, the CONTRACTOR will be responsible for operating and maintaining the OC Streetcar System, including all of the components described below.

The Revenue Operations Period will begin on the first day of revenue operations, and run for five consecutive 12-month periods thereafter.

CONTRACTOR's responsibilities during the Revenue Operations Period are articulated in this SOW.

4. Projected Revenue Vehicle Hours

The number of annual Revenue Vehicle Hours (RVH) to be provided under the Agreement is an estimate of the service level required to meet the demand for service described in this SOW; this estimate is subject to change. This estimate is not to be interpreted as a guarantee that CONTRACTOR will operate the estimated number of RVH for any given year. CONTRACTOR should consider this estimated number as AUTHORITY's best estimate and that actual operated RVH for any given year may be higher or lower than the estimate. The estimated RVH for OC Streetcar are as follows:

Period	Dates	Revenue Vehicle Hours (RVH)
Pre-Revenue Period:		
Start-up	6/1/20 through 01/31/21	0
Pre-Revenue Operations	02/01/21 through 10/31/21	0
Revenue Service Operations		
Contract Year 1:	11/1/21 through 10/31/22	31,408
Contract Year 2:	11/1/22 through 10/31/23	31,408
Contract Year 3:	11/1/23 through 10/31/24	31,408
Contract Year 4:	11/1/24 through 10/31/25	31,408
Contract Year 5:	11/1/25 through 10/31/26	31,408
Extension #1		
Year 1:	11/1/26 through 10/31/27	31,408
Year 2:	11/1/27 through 10/31/28	31,408
Extension #2		
Year 1:	11/1/28 through 10/31/29	31,408
Year 2:	11/1/29 through 10/31/30	31,408

Any change in the number of RVH operated either above or below the estimated number for any given year will be addressed in the following manner:

A variable rate for each RVH based on the estimated number of hours listed above will be known as the Original Rate for each year. Separate variable rates for each year, based upon a twenty (20) percent or greater increase in RVH and a twenty (20) percent decrease in RVH from the estimated RVH provided above, shall be established and known as the Alternative Variable Rates.

At the end of each year of the Agreement, the actual RVH operated will be determined and reconciled based on the Original RVH Rate for that year. In any given year, if there

is a change in operated RVH greater than plus/minus twenty (± 20) percent, the Alternative Variable Rate structure will be applied to the service hours provided since the date of the change in service level.

AUTHORITY will notify CONTRACTOR in writing if in any given year the Alternative Variable Rate is applied due to an increase or decrease in RVH from the estimated amount. If CONTRACTOR is due additional compensation for RVH operated, CONTRACTOR shall be paid the additional funds within 30 days of AUTHORITY's notification of an approved invoice. If it is required to deduct previous compensation to CONTRACTOR, CONTRACTOR can either agree to pay the AUTHORITY the appropriate amount within 30 days of AUTHORITY notification or AUTHORITY may deduct the amount owed from any and all amounts that are due and payable to CONTRACTOR, including, but not limited to, amounts due during the next Contract Year.

SECTION 2: ROLES AND RESPONSIBILITIES OVERVIEW

CONTRACTOR performance pursuant to this contract will be managed by the Streetcar Operations Department, which is part of Orange County Transportation Authority's (AUTHORITY's) Operations Division. Day-to-day oversight of CONTRACTOR operations will be conducted by AUTHORITY's Streetcar Operations staff. The following is a brief outline of how responsibilities will be allocated between AUTHORITY and CONTRACTOR. Additional detail on these roles is provided in the balance of the SOW.

A. AUTHORITY Responsibilities:

The roles and responsibilities of AUTHORITY specific to the operation of the OC Streetcar Services described in this SOW are outlined as follows:

General/Administration/Operations

1. Establish overall service operations and maintenance parameters for the CONTRACTOR.
2. Establish fare policies and fare structure including transfer agreements.
3. Conduct all fare enforcement activities.
4. Provide HASTUS scheduling software for the assignment of personnel and vehicles to cover scheduled service (the run-cutting process). Create all timetables, including revisions on change days.
5. Provide and service fare collection equipment (including removal of cash and restocking of fare media); conduct required maintenance and repairs.
6. Perform overall branding and marketing of the services (including printing of public timetables).
7. Develop and execute safety communications for the public.
8. Administer and monitor the Agreement including performance monitoring, audits, and AUTHORITY accident/incident investigation.
9. Receive invoices, verify monthly reports, and process payments to CONTRACTOR pursuant to the Agreement.
10. Determine compliance with service performance requirements and apply incentives and disincentives as specified in the Agreement.

11. Submit required National Transit Database (NTD) reports using data provided by CONTRACTOR. Collect, review, and compile all data required or requested for NTD reports.
12. Receive, document, and investigate all customer comments related to the operations and maintenance of the OC Streetcar, as described herein, including development of written responses to customer complaints and inquiries with written input from CONTRACTOR.
13. Provide information technology support via the centralized Information Services (IS) Help Desk for all AUTHORITY-owned voice and data hardware and software used by the CONTRACTOR.
14. Attend meetings with CONTRACTOR staff, as scheduled and/or required.
15. Provide security, including:
 - a. Fare enforcement;
 - b. Security on vehicles, platforms, and the streetcar right-of-way; and
 - c. Monitoring, capturing, and maintaining all surveillance video collected through the OBVSS.
16. Provide, operate, and maintain the Video Management System (VMS). AUTHORITY shall provide a dedicated server and software required to support VMS operations.
17. Oversee CONTRACTOR's safety compliance efforts. Serve as sole contact with California Public Utilities Commission (CPUC) (which serves as the State Safety Oversight (SSO) agency), and the Federal Transit Administration (FTA).
18. Oversee and ensure overall environmental compliance, permitting, and regulatory agency interface.

Equipment

1. Provide revenue streetcar vehicles for use on OC Streetcar Services, detailed in EXHIBIT 3, and an initial supply of spare parts and some specialized tools and equipment needed for maintenance of the vehicles, detailed in EXHIBIT 4.
2. Provide emergency analog telephone in MSF with a recorded dedicated line to Central Communications.
3. Provide dedicated two-way radio handsets for CONTRACTOR's Dispatch and Operations Supervisor functions.
4. Provide all streetcar Automatic Vehicle Location (AVL) and tracking equipment.

5. Arrange for transit signal priority. Provide and maintain all required equipment.
6. AUTHORITY will provide the CONTRACTOR with a dedicated computer for the purpose of Operator entries into Ri2 (a software program defined in Section 11 of this SOW).
7. Provide and maintain in each streetcar vehicle all equipment related to the Onboard Video Surveillance System (OBVSS, further described in Section 13 of this SOW), including a dedicated server and software required to support OBVSS operations.
8. Provide CONTRACTOR with an initial inventory of special tools and equipment.
9. Provide CONTRACTOR with an initial inventory of spare parts.
10. Provide CONTRACTOR with all necessary Non-Revenue Vehicles (NRVs).

Maintenance

1. Update and maintain asset management system with data furnished by CONTRACTOR. AUTHORITY uses a system called Ellipse, and CONTRACTOR's data must be provided in a format consistent with this system.
2. Conduct quarterly detail streetcar vehicle cleaning and pesticide application. The timing of this work shall be coordinated with CONTRACTOR.
3. Station Cleaning and Maintenance. AUTHORITY reserves the right to solicit from CONTRACTOR a separate bid to engage CONTRACTOR for the provision of these services.
4. Provide for all mowing, security, and trash removal in the Pacific Electric (PE) right-of-way with the exception of No Clearance Areas.

Facilities

1. Provide a maintenance and storage facility (MSF), (Site Plan EXHIBIT 5); and associated facility maintenance, including but not limited to:
 - a. Landscaping, grounds, irrigation, fencing, parking areas, utility connections, exterior signage;
 - b. All building components and systems (HVAC mechanical, electrical, plumbing, structural), roof, windows, doors, gates, siding, lighting, lamping, signage;
 - c. All building security and safety equipment unless otherwise specified to include; eye wash stations; fire extinguishers; system battery back-up; access control; fire detection, alarm, and control;
 - d. All building equipment to include: oil-water separator, carwash system, building compressor, emergency generator; and

- e. Services to include: pest control, trash removal, parking lot sweeping, Hazardous materials removal.

B. CONTRACTOR Roles and Responsibilities:

CONTRACTOR shall provide OC Streetcar Operations and Maintenance Services, including management, dispatching, streetcar operations and maintenance; maintenance of all NRVs and all streetcar tools, equipment, and systems at the MSF and all wayside equipment; and security at the MSF. Roles and responsibilities shall include, but are not limited to, the following:

General/Administration/Operations

1. Provide Contracted Streetcar Revenue Operations and Maintenance Services described in this SOW in compliance with AUTHORITY's operating policies and all applicable local, county, state and federal laws and regulations including the Americans with Disabilities Act (ADA).
2. Prepare for startup and revenue service. Develop and administer the Rail Activation Plan and System Integration Testing Plan, and act as the System Integration Test Manager (SITM) and Rail Activation/Operations Chair (RAOC).
3. Recruit, hire, train, and manage all personnel including management, supervisors, operators, and maintainers, necessary to operate the service safely and in full compliance with this Agreement, all AUTHORITY rules, local, state, and federal laws and regulations, and provide on-going management and supervision for the duration of the Agreement.
4. Provide all OC Streetcar operations at the performance and quality levels established in the Agreement. CONTRACTOR is responsible to ensure that streetcars operate safely and on-time using appropriately trained and qualified personnel.
5. Provide all streetcar dispatching, communication and supervising activities and implement processes and procedures for all such functions.
6. Arrange for towing of any vehicles blocking the trackway.
7. Plan and request bus bridge services from the AUTHORITY during interruptions of streetcar service or as requested by the AUTHORITY.
8. Prepare and submit all operating data and reports to appropriate AUTHORITY staff, as required.
9. Collect and submit information to the AUTHORITY for the National Transit

Database (NTD) report. Understand the provisions of the FTA's NTD Safety and Security Reporting Requirements. Report all qualifying incidents, consistent with AUTHORITY and FTA requirements.

10. Attend AUTHORITY Committee and Board of Directors meetings relative to project status, as requested by AUTHORITY.
11. Conduct CONTRACTOR staff meetings with AUTHORITY support staff, as required or requested.
12. Participate in all applicable service-related meetings, as required or requested.
13. Investigate all customer comments received from AUTHORITY, providing responses to AUTHORITY within prescribed policies and required timelines.
14. Maintain and suggest revisions to AUTHORITY-developed operating schedules and service levels for AUTHORITY consideration on a bi-annual basis.
15. Ensure safe operation of the system, including compliance with all Standard Operating Procedures (SOPs), Operator Rule Book, and guidance or regulations issued by AUTHORITY or state or federal government.
16. Conduct regular safety and security meetings for all staff in accordance with OC streetcar policy and procedure.
17. Support AUTHORITY's efforts to promote ridership and safety to the general public.
18. Ensure compliance with all applicable environmental laws and regulations. Oversee day to day management of environmental compliance impact activities (i.e., Air Quality Management District permit conditions, storm water pollution prevention practices, hazardous material management, hazardous waste management and generation).
19. Establish and maintain an Employer Pull Notice Program in compliance with California Vehicle Code Section 1808.1.
20. Establish and maintain a program for the *Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations*, in compliance with 49 CFR Part 655, and conduct required drug and alcohol tests in compliance with 49 CFR Part 40.
21. Respond to AUTHORITY direction to operate special events and/or modified service.

22. Adhere to the AUTHORITY's Lost and Found policies and procedures (EXHIBIT 6).
23. Establish and administer a Track Access Permit Program.
24. Respond promptly to any request from DigAlert to mark underground utilities.

Equipment

1. Provide and maintain required office furniture, computers, and equipment, information technology hardware and software (other than what is provided by the AUTHORITY), and any other office supplies and equipment deemed necessary to support the operation of the service.
2. Operate and maintain onboard AVL and tracking equipment, including the Intelligent Transit Management System (ITMS) equipment and console assigned to the streetcar operation, and the Automated Passenger Counter (APC) system included in the vehicle, subject to any warranty period.
3. Provide support to AUTHORITY for advertising as requested. Install and remove rider alerts as necessary system wide. Coordinate vehicle availability for wraps, internal advertising/signage and media events.
4. Receive and maintain appropriate inventory controls for, all spare parts and special tools and equipment from construction contractor and Siemens as they are delivered to the project.

Maintenance

1. Maintain streetcars to ensure they are free of graffiti, broken glass, interior damage, and/or body damage.
2. Conduct and document all maintenance of streetcar vehicles and all track and wayside equipment, pursuant to Siemens' specifications.
3. Conduct all cleaning of streetcar vehicles, pursuant to Siemens' specifications and AUTHORITY's standards, except for quarterly detail cleaning and pesticide applications.
4. Conduct daily inspections of all station platforms and ticket vending machines. Report damage or malfunctions to AUTHORITY. If CONTRACTOR is selected for the Optional Work Package identified in Section 15, CONTRACTOR shall perform maintenance and/or repairs at station platforms.

5. Conduct and document all testing, maintenance, and repair of streetcar electrical systems, including overhead wire, support poles or stanchions, and traction power substations.
6. Pursuant to manufacturer specifications and industry standards, conduct and document inspection, testing, and maintenance of rail signals, Train to Wayside Control, switches, track, and crossing gates.
7. Maintain all streetcar-specific tools, equipment, and systems at the MSF.
8. Develop, maintain, and submit annually for AUTHORITY approval an Asset Management Plan in accordance with the state of good repair.
9. Update and provide asset management data to AUTHORITY for use in Ellipse, the Authority's asset management system.
10. Provide for all mowing, cleaning, trash removal, and other maintenance in the No Clearance Areas of the PE right-of-way, in accordance with the Track Access Program requirements.

Facilities

1. Provide 24-hour security at the MSF to ensure security of all vehicles, equipment, records, and other assets at the MSF.

SECTION 3: OPERATION AND MAINTENANCE OBLIGATIONS

A. Overview

CONTRACTOR shall manage, operate, and maintain all aspects of the OC Streetcar System, subject to the terms and conditions of the Agreement. CONTRACTOR shall be responsible for and provide all-inclusive operational and maintenance services for the Project, with policy direction provided from AUTHORITY. As more specifically set forth in this Agreement, CONTRACTOR shall (i) provide appropriate staff and services for each phase of the Project starting with the Startup Phase, (ii) finalize necessary System operational and maintenance plans, (iii) develop SOPs and related documents for the operation and maintenance of the System, and (v) perform all other obligations as set forth in this Agreement.

B. CONTRACTOR Roles and Responsibilities

CONTRACTOR will be directly responsible for providing all OC Streetcar operations at the performance and quality levels established in the Agreement and this SOW. The CONTRACTOR is responsible to ensure that streetcars operate safely and on-time using appropriately trained and qualified personnel. OC Streetcar may require changes to the scheduled service at its discretion. Such revisions may be one-time, temporary, or long-term in nature.

Safe, reliable, on-time performance is an important factor in attracting riders. CONTRACTOR shall stress service reliability and proactively monitor and manage the streetcar service to maximize schedule adherence and minimize delays, missed trips and service disruptions. CONTRACTOR shall be responsible for operations/dispatch and road supervisor functions. CONTRACTOR will monitor operating performance and expenses and make recommendations to AUTHORITY regarding operational changes to OC Streetcar. No service changes are to be made without prior written approval by AUTHORITY. Prior to the beginning of each fiscal year, CONTRACTOR shall prepare a Service Plan and Operating Budget and submit to the AUTHORITY for approval. CONTRACTOR will be responsible for all streetcar dispatching, communication and supervising activities and will implement processes and procedures for all such functions. CONTRACTOR shall furnish all necessary resources required to perform operationally dependable transportation services, system maintenance and inspections and maintenance of vehicles in accordance with the terms and conditions of this Contract. CONTRACTOR will assess and determine the staffing hours, staffing levels, salaries, employee benefits and terms of employment necessary to retain a qualified workforce able to perform the services described in this solicitation. Specific services and maintenance of vehicles to be performed are listed in this Scope of Services and CONTRACTOR's Proposal as submitted.

CONTRACTOR shall operate the OC Streetcar System in compliance with AUTHORITY's performance standards, providing safe and reliable service as dictated by operating schedules.

C. General Project and Streetcar Obligations

CONTRACTOR shall be directly responsible for all System operation and maintenance at the performance and quality levels established in this Agreement. The CONTRACTOR shall:

1. Be responsible to ensure that the OC Streetcar System operates safely and on-time using appropriately trained and qualified personnel; provided that CONTRACTOR acknowledges that AUTHORITY may require changes to the scheduled service at its discretion (and such revisions may be one-time, temporary, or long-term in nature):
 - a. Temporary extensions or additions to the established time table to accommodate special events or higher than projected demand will be compensated by applying CONTRACTOR's Variable Rate to the additional hours provided, as described in Section 1 of the SOW.
 - b. When changes (increases or decreases) are made to the established time table for regular scheduled service or for service on Holidays, CONTRACTOR's Variable Rate will be used to determine increases or reductions in compensation.
2. Provide reliable, on-time performance;
3. Stress operational safety and service reliability, and proactively monitor and manage the OC Streetcar System so as to maximize schedule adherence and minimize delays, missed trips and service disruptions;
4. Be responsible for operations, dispatch and service supervisor functions;
5. Monitor operating performance and expenses and make recommendations regarding operational changes to AUTHORITY; provided that no service changes can be made without prior written approval of AUTHORITY;
6. Maintain compliance with all written rules provided by AUTHORITY related to the operation of the Streetcars, including but not limited to Streetcar speeds, wait times for passengers, hours of operation, and Streetcar operators;
7. Follow AUTHORITY's Operations and Maintenance Plan (EXHIBIT 1) and update as required;
8. Coordinate with AUTHORITY, particularly at shared streetcar and bus stops, to maintain reliable, on-time performance and maximize ease-of-use by riders in transferring between transit modes;

9. Document all train movements in a Record of Train Movement (RTM). AUTHORITY will provide CONTRACTOR with Streetcar routing and schedules, which the CONTRACTOR must follow. CONTRACTOR shall provide and maintain RTM sheets for vehicle movements, including non-revenue routes to and from the MSF. RTMs constitute the official schedule descriptions and will be provided by the CONTRACTOR for training and in-service use. CONTRACTOR shall prepare, for AGENCY approval, RTMs for alternate routings for each move and preferred and alternate staging locations; and
10. Be responsible for all supervision of Project personnel, and implementing processes and procedures for all such functions, including but not limited to:
 - a. providing qualified managerial and/or supervisory personnel at all times;
 - b. monitoring and maintaining adherence to the Streetcar operating schedules;
 - c. communicating with operators, supervisors, and other field staff;
 - d. operational control of the Streetcar Assets to ensure safe, reliable operation;
 - e. recovering from delays to bring service back to schedule and implementation of other service restoration techniques;
 - f. coordinating with AUTHORITY and neighborhood stakeholders on right-of-way issues, stop issues, noise issues, clearing of accidents, vehicles blocking the streetcar line, and other traffic flow matters;
 - g. coordinating with the AUTHORITY, local police and fire departments, neighborhood stakeholders, and any other applicable parties on safety and security issues related to operation and maintenance of the OC Streetcar System;
 - h. ensuring that streetcar operators relieving other operators arrive at the relief location at least five (5) minutes in advance of the scheduled relief time. The locations selected for Operator reliefs are subject to approval by AUTHORITY. CONTRACTOR shall obtain AUTHORITY approval prior to designating relief points;
 - i. coordinating with the local public and private utilities on access to utilities for maintenance, service, and emergency repairs; and
 - j. responding to requests from DigAlert to mark underground utilities associated with the streetcar project.
11. Receive, catalog, secure, and track all spare parts, special tools, and equipment provided by construction contractor and vehicle manufacturer.

D. Standard Operating Policies and Procedures

CONTRACTOR will:

1. Develop Standard Operating Procedures (SOPs), and Operations Policies. CONTRACTOR shall develop and prepare written SOPs, Rulebook and operations policies for the safe and efficient operation and maintenance of the OC Streetcar and submit these to the AUTHORITY for acceptance. SOPs must be clear, easily understood and published in a convenient form. CONTRACTOR will operate in compliance with the SOPs and supportive policy documents once they are accepted by the AUTHORITY. The SOPs are subject to periodic updating to reflect service or procedure changes and are subject to CPUC review before being reissued, updated or significantly changed. These documents must be consistent with SSO Program, Standard OC Streetcar documentation, and SSO requirements.
2. Promptly update, modify, prepare, and/or revise any SOP or Rule Book as reasonably requested by the AUTHORITY;
3. Ensure that all policies and procedures are clear, easily understood, and published in a convenient form;
4. Provide all operators with a reduced sized OC Streetcar Operating Rule Book;
5. Operate in compliance with the SOPs once they are approved by the AUTHORITY;
6. Annually review and update all Policies and Procedures to reflect service or procedure changes, provided that all modified SOPs are subject to AUTHORITY's approval before being re-issued, updated or significantly changed; and,
7. Comply with all regulatory, SSO, and AUTHORITY policies, procedures, and General Orders regarding the use and prohibition of electronic devices for operators and maintenance workers. AUTHORITY's current policies are articulated in EXHIBITS 7d and 7e.

E. Repairs and Maintenance of the Streetcar Assets.

CONTRACTOR shall develop Standard Maintenance Procedures (SMPs) and Maintenance Policies. CONTRACTOR shall prepare written SMPs for the safe, efficient, and effective maintenance of the OC Streetcar and submit these to the AUTHORITY for acceptance. SMPs must be clear, easily understood, and published in a convenient form. CONTRACTOR will maintain the vehicles and system in compliance with the SMPs and supportive policy documents once they are accepted by the AUTHORITY. The SMPs are subject to periodic updating to reflect service or procedure changes and are subject to

CPUC review before being reissued, updated or significantly changed. These documents must be consistent with SSO Program, Standard OC Streetcar documentation, and SSO requirements.

CONTRACTOR shall maintain and keep the Streetcar Assets in good condition, in a state of good repair, and in accordance with standard industry practices and applicable SMPs (but in no event shall CONTRACTOR take any maintenance action, or fail to take any maintenance action, that would void any warranties). CONTRACTOR shall develop and implement comprehensive preventive and corrective maintenance programs and plans, approved by AUTHORITY, necessary to meet the maintenance obligations of this Section. AUTHORITY and its Streetcar and equipment suppliers will develop draft maintenance plans and CONTRACTOR shall coordinate and consult with AUTHORITY to finalize such plans and maintain the Streetcar Assets in accordance with such approved plans. If other maintenance plans are required, CONTRACTOR shall assist in the development of any such other plans. The plans will include preventive maintenance, inspection, testing and cleaning requirements, manufacturer-required maintenance (unless it is determined by CONTRACTOR, subject to the reasonable approval of AUTHORITY, that any manufacturer-required maintenance plan is not cost effective; provided such deferred maintenance does not void any manufacturer warranty) and cleaning standards (interior and exterior), Mean Distance Between Failures ("MDBF") standards, and will be appropriately designed for the Streetcar Assets. CONTRACTOR shall develop SMPs and a comprehensive approach to managing all testing, maintenance and repair work for Streetcar Assets (including but not limited to preventive maintenance & inspections) in compliance with all such plans. CONTRACTOR shall provide all necessary resources, tools, equipment, materials, and labor to accomplish all required repair and maintenance obligations.

F. Maintenance and Management Plans

Maintenance plans to be developed by CONTRACTOR, and approved by the AUTHORITY, include but are not limited to the following:

1. Fleet Management Plan (for all revenue and NRVs).

In the Fleet Management Plan, CONTRACTOR shall incorporate all Siemens maintenance recommendations (including all Siemens maintenance recommendations that would void any warranty if not completed) and describe the approach to maintaining the Streetcar fleet in accordance with industry standards and all applicable SOPs and SMPs. CONTRACTOR agrees that such Plan will include CONTRACTOR's obligation to possess or have access to equipment for safely towing disabled Streetcar(s) and restoring a derailed Streetcar safely back onto track. During the manufacture and testing of the Streetcars, one or more of CONTRACTOR's staff may be required to travel to the Siemens facility to be trained on vehicle operations and maintenance, as reasonably requested by the AUTHORITY and/or Siemens. CONTRACTOR shall be required to maintain the Fleet Management Plan in compliance with FTA requirements and CONTRACTOR shall prepare amended, updated, or revised versions of the Fleet

Management Plan as requested or required by the FTA and/or the State Safety and Security Oversight Agency for the State of California ("SSO"); provided, however, all such amended, updated, or revised versions shall be subject to the written approval of AUTHORITY.

2. Facilities Management Plan

CONTRACTOR will develop a Facilities Management Plan(s) for preventive and corrective maintenance on all OC Streetcar System facilities (with the exception of those items as specified in Section 2) and assets including but not limited to the track, power systems, maintenance equipment, support equipment, and other Streetcar Assets, not including the MSF. CONTRACTOR shall consult and cooperate with AUTHORITY to finalize such Facilities Management Plan(s), which plan(s) are subject to the approval of AUTHORITY. The Facilities Management Plan(s) shall include, but not be limited to, the following:

a. Maintenance and Management of Track and Track Switches.

CONTRACTOR shall be responsible for inspecting, maintaining, conducting preventive maintenance, and repairing track and all associated track and track work components, in compliance with industry standards, manufacturer/supplier recommendations, and the track maintenance section of the Facilities Maintenance Plan, including but not limited to maintenance of the track slab and pavement between tracks. Adjacent pavement shall be maintained by AUTHORITY.

b. Power Systems.

The Streetcar Power System consists of all Traction Power Substations (TPSSs), substation sites, electrical conduits and connections, the Overhead Contact System (OCS), and all related equipment and components. CONTRACTOR shall be responsible for inspecting, maintaining, and conducting testing, preventive maintenance, and repair of the Streetcar Power System in compliance with the Facilities Management Plan.

c. Maintenance of Support Equipment.

CONTRACTOR shall be responsible for maintenance and repair of all fixed and portable support equipment, including but not limited to test equipment required to perform the Streetcar Assets maintenance work in compliance with the Facilities Maintenance Plan. A preliminary initial list of equipment to be provided by AUTHORITY will be provided. A final list of support equipment shall be developed and updated in the Startup Phase of this Agreement using information provided by AUTHORITY and its supply contractors on equipment to be provided as part of the MSF. CONTRACTOR shall (i) identify other needed equipment in The Startup Phase, including its plan for moving a disabled Streetcar and re-railing when

required, and (ii) implement the support equipment Maintenance Plan for all AUTHORITY-supplied equipment in compliance with the Facilities Maintenance Plan.

d. Management and Maintenance of Maintenance and Storage Facility (MSF).

CONTRACTOR shall utilize the AUTHORITY-supplied MSF for cleaning, servicing, storing, and maintenance of the Streetcar vehicles and facilities. AUTHORITY shall maintain the MSF, its building systems and related mechanical equipment. CONTRACTOR shall maintain the MSF's connecting yards, tracks and streetcar-related power systems, including but not limited to using and maintaining the Streetcar spare parts inventory. Project maintenance functions will be based at the MSF, including but not limited to vehicle cleaning and maintenance, track maintenance, power system maintenance, wheel lathe, and communications equipment maintenance (to the extent not conducted off-site by a sub-contractor). AUTHORITY shall be responsible for repair, maintenance, and custodial services required for the MSF building and its grounds and yards in compliance with the Facilities Maintenance Plans. CONTRACTOR will keep the MSF safe, neat, and properly organized, including but not limited to all storage areas and stored materials. CONTRACTOR shall be responsible for maintaining floors in the vehicle maintenance area, and for removing all trash, debris, spills, and any other needed cleaning in and around the maintenance pits and bays. CONTRACTOR shall become familiar with the MSF design and construction plans and shall consult with and assist AUTHORITY to finalize maintenance programs and procedures to fit the MSF and the supplied support and maintenance equipment. All shop equipment installed and provided by AUTHORITY shall be utilized by CONTRACTOR in accordance with manufacturer's instructions and may not be modified without approval from AUTHORITY. CONTRACTOR and/or its employees shall be responsible for the supply, maintenance, and replacement of all hand tools.

e. Parts, Stores and Inventory Management.

CONTRACTOR on behalf of AUTHORITY shall be responsible for the ordering and supplying of all necessary spare parts for the Streetcars and remainder of the Project. An initial inventory of spare parts will be provided by the AUTHORITY. CONTRACTOR shall maintain the parts inventory and procure other parts as required. CONTRACTOR shall obtain the prior written consent from AUTHORITY prior to ordering any spare parts. Upon receipt of spare parts, CONTRACTOR will be reimbursed as required. At the expiration or termination of this Agreement, CONTRACTOR shall provide the same quantity of base spare parts as initially provided by AUTHORITY. CONTRACTOR shall set up and operate the storeroom(s) and parts storage areas at the MSF. CONTRACTOR shall be obligated to procure, store, and issue the support inventory necessary to remain in compliance with this Agreement and the Facilities Management Plan. CONTRACTOR shall be solely responsible to manage the inventory and replenish

the inventory as required, including but not limited to timely procurement of items which must be ordered a significant amount of time before they will be received. CONTRACTOR shall control and secure the inventory and shall adopt and maintain appropriate tracking and ordering systems that are integrated with CONTRACTOR's maintenance management system.

G. FTA Compliant Asset Management Plan and Maintenance Management Systems

The Project consists of significant capital assets, which initially shall be developed in accordance with the outline described below, and such other assets provided by AUTHORITY in the future, and shall include eight (8) modern Streetcar vehicles, one (1) maintenance and storage facility, certain maintenance equipment, spare parts, streetcar stops, communication system, electric power infrastructure, track, track work, and other assets (the "Streetcar Assets"). CONTRACTOR shall not use, or permit or allow any other party to use, the Streetcar Assets for any purpose other than for the System or enter into an agreement with any other party for use of the Streetcar Assets or personnel dedicated to the Project without the prior written approval of AUTHORITY. CONTRACTOR shall not make modifications to the Streetcar Assets or any Project assets, including but not limited to the Streetcars, facilities or equipment, without prior written approval from AUTHORITY.

OC Streetcar System Asset List:

1. Streetcar Fleet
2. Streetcar Wayside Equipment, Track and Switches
3. Maintenance & Storage Facility (MSF)
4. Power Systems
5. Communications Systems
6. Non-revenue Vehicles
7. Shop and Wayside Equipment

AUTHORITY will provide CONTRACTOR with a detailed list of System Assets no later than 90 days prior to start of Revenue Service.

CONTRACTOR shall develop and implement a Transit Asset Management Plan meeting FTA requirements in accordance with a state of good repair. This plan will include asset inventories and condition assessments, and monthly and annual reports to AUTHORITY on the condition of the System Assets as a whole, with descriptions of the change in condition since the last report. This plan will be developed in accordance with FTA asset management requirements as defined in MAP-21 and FTA requirements, will be submitted to AUTHORITY for approval, and will conform to the management and maintenance plans and requirements set forth in this Agreement. CONTRACTOR shall advise AUTHORITY of the Maintenance Management System ("MMS") it proposes to use to manage and track Streetcar Assets maintenance activities and make any changes to the MMS as reasonably requested by AUTHORITY. CONTRACTOR shall promptly make available all data from the MMS system and any Streetcar Assets management systems to the AUTHORITY and any and all federal funding agencies for review.

H. Warranty Program

CONTRACTOR shall be responsible for effective administration and management of the warranty program for the System Assets including but not limited to all Streetcars, Streetcar stops, track, track work, OCS, and all other Streetcar Assets, including, but not limited to, tracking warranty status and requirements, effective identification of warranty and non-warranty work, optimization of warranty periods, and filing and processing all warranty claims. CONTRACTOR's warranty administration database may be integrated with the MMS, as appropriate. Any specific warranty information in the AUTHORITY's possession or control will be supplied by AUTHORITY to CONTRACTOR during the Startup Phase. CONTRACTOR shall cause 100% of eligible warranty claims to be processed so that the System (and AUTHORITY) take full advantage of eligible warranties (but CONTRACTOR shall have no liability in the event a manufacturer fails to pay any warranty claim, absent negligence or wrongful actions by CONTRACTOR or CONTRACTOR's failure to properly process such claim). CONTRACTOR shall report monthly on warranty activities to AUTHORITY. CONTRACTOR shall not be responsible for warranty administration or repairs to the MSF structure or building-related systems.

I. Access to Maintenance Data

AUTHORITY or its designated representatives, including but not limited to auditors, shall have unrestricted access to all Project maintenance records during planned or unannounced visits or inspections. AUTHORITY shall be entitled, at all times, to conduct inspections of any System Assets in order to determine compliance with this Agreement. CONTRACTOR shall provide full cooperation to such consultants or staff, arrange for efficient use of their time through facility and vehicle access, supply personnel to move vehicles, and make on-the-spot repairs, adjustments, etc. Any deficiencies in the vehicle fleet or other assets identified by reviews or audits shall be repaired by CONTRACTOR. Within 10 days after notification of such deficiencies, CONTRACTOR shall present a written repair schedule/timeline to AUTHORITY for approval. Failure to submit such a schedule or to not complete the repairs according to an approved schedule will permit AUTHORITY to procure a third party to complete such work at CONTRACTOR's expense. Any deficiencies that render a vehicle unsafe or out of service shall be repaired immediately by CONTRACTOR.

J. Transition Plan to Revenue Service Operations

The CONTRACTOR will develop and implement a detailed Transition Plan describing the start-up approach and transition from construction to the CONTRACTOR's direct operation. The Transition Plan will include an implementation schedule outlining the steps to be taken up to the point of the beginning of the operation of Revenue Service Operations (RSO). The Transition Plan must demonstrate that the CONTRACTOR has thoroughly considered all that needs to be done to transition to the newly contracted service in keeping with the requirements of this Scope of Services.

1. Testing and Commissioning

The CONTRACTOR is responsible for Rail Activation and Systems Integration Testing (SIT) efforts and will develop and manage a Rail Activation Plan (RAP) and the SIT Plan. The CONTRACTOR will act as the Systems Integration Test Manager (SITM) and Rail Activation/Operations Chair (RAOC). These positions are responsible for defining and overseeing all system testing and commissioning efforts. The CONTRACTOR will staff and support all SIT and Rail Activation tests. System Integration Tests will be performed to confirm and document the proper functionality and performance of the integrated system. The compatibility of all equipment and/or facilities supplied by multiple contractors will be demonstrated as thoroughly as practical.

2. Pre-Revenue Service Tests

The CONTRACTOR will define and conduct Pre-revenue Operational Tests. These tests will include simulating revenue service operations under both normal and abnormal operating conditions. Schedules and timetables will be determined by CONTRACTOR during this time. System readiness drills are typically performed at this time. All of this testing provides an opportunity to confirm operational readiness, validating the pre-planned emergency response procedures, and the appropriate training for all personnel.

K. Fares

AUTHORITY shall determine and set fares. CONTRACTOR shall abide by AUTHORITY's fare policies and support AUTHORITY staff and AUTHORITY's Transit Police Services (TPS) as appropriate. AUTHORITY staff shall provide at least a thirty (30) day notice of any change to AUTHORITY's fare policy and will coordinate such changes with CONTRACTOR.

1. Fares for Service

AUTHORITY's fare structure for the services described in this SOW will be established by AUTHORITY at least 90 days prior to commencement of revenue service. CONTRACTOR shall understand AUTHORITY's adopted fare policy for purposes of being able to answer questions from the public but shall not be responsible for implementation or enforcement of the fare policy. A complete copy of AUTHORITY's Fare Matrix will be provided to CONTRACTOR within 30 days of final adoption.

2. Fare Procedures and Enforcement

AUTHORITY shall provide Ticket Vending Machines (TVMs) at every streetcar platform. AUTHORITY shall service and maintain TVMs throughout the term of the Agreement, including removal of cash, preventive maintenance, and all repairs. AUTHORITY shall be responsible for all fare enforcement activities.

SECTION 4: INFRASTRUCTURE AND WAYSIDE MAINTENANCE

The CONTRACTOR will provide cleaning and maintenance services for infrastructure assets including, tracks, switches, sensors, traction power substations (TPSS), Overhead Contact System (OCS), rail signals crossing gates and arms and general shop area consistent with the provisions of the Asset Management Plan. CONTRACTOR will be responsible for mowing, cleaning, trash removal, and other maintenance of all No Clearance Areas of the PE right-of-way. Those areas are defined as anything located within 4 feet of any streetcar track and depicted as the non-yellow areas on the map in EXHIBIT 8.

AUTHORITY will be responsible for transit phase signals programming and maintenance, and maintenance of ticket vending machines. AUTHORITY will provide for all mowing and trash removal in the PE right-of-way outside the No Clearance Areas through a separate contractor (Mowing Contractor). The Mowing Contractor will be responsible for trash and debris removal from the right-of-way, including the track, and will ensure that its employees complete all training and follow all procedures for track access as recommended by CONTRACTOR and approved by AUTHORITY.

A. Maintenance and Storage Facility (MSF)

AUTHORITY will be responsible for janitorial consumables and services including all offices, administrative areas and restrooms at the MSF excluding shop area. CONTRACTOR will be responsible for warranty and repair work for wayside, yards, and tracks, and all streetcar-related equipment, including purchasing and maintaining spare parts as appropriate. The CONTRACTOR may be expected to provide input into and recommendations about the equipment, fixtures, layout, and operations of the MSF during the Pre-Revenue Contract Period. AUTHORITY Project Manager shall be the liaison between CONTRACTOR and AUTHORITY's Facility Maintenance Group.

AUTHORITY will be responsible for providing all general cleaning and paper products for MSF.

B. Station Stops

The CONTRACTOR shall monitor the station stops daily and shall inspect and report maintenance issues to AUTHORITY for any required maintenance, repairs or safety concerns.

C. Streetcar Power System

The CONTRACTOR will be responsible for inspecting, maintaining, conducting preventive maintenance, and repairing the Streetcar Power System in keeping with industry standards, manufacturer and supplier recommendations, and the Streetcar Power System maintenance sections of the Asset Management Plan and Facilities Management Plan. CONTRACTOR will be required to maintain spare parts to ensure reliability of the Streetcar Power System. CONTRACTOR is responsible for coordinating with Southern California Edison (SCE) regarding issues related to SCE service and equipment

D. Track Maintenance

The CONTRACTOR will be responsible for inspecting, maintaining, conducting preventive maintenance, and repairing track and all associated track and track work components in keeping with industry standards, manufacturer and supplier recommendations, and the track maintenance section of the Maintenance Plan. The CONTRACTOR shall be responsible for the inspection and repair of the track slab along the entire alignment.

E. Inventory Management

The CONTRACTOR is required to procure, store, and issue the support inventory necessary for the provision of Streetcar operations including maintenance functions. It is the CONTRACTOR's responsibility to manage the inventory and replenish as required, including timely procurement of long lead-time items. The CONTRACTOR is required to control and secure the inventory, provide appropriate tracking and ordering systems that are integrated with the CONTRACTOR's maintenance management system, and provide monthly reporting.

SECTION 5: VEHICLE MAINTENANCE

CONTRACTOR shall have the responsibility to establish and maintain a comprehensive program to perform maintenance on all revenue vehicles to be used for OC Streetcar services described in this SOW. Properly allocating resources to the basic maintenance functions is a matter of defining clearly the overall requirements and balancing of resources.

A. Vehicle Fleet

1. Revenue Vehicles

AUTHORITY shall provide the CONTRACTOR with 8 streetcar vehicles for the operation of revenue service. Each vehicle shall be equipped by the AUTHORITY with mobile radios programmed to AUTHORITY's radio frequency, mobile data terminal (MDT), and onboard video surveillance systems (OBVSS). AUTHORITY will notify CONTRACTOR of any changes to the size or composition of the revenue vehicle fleet.

2. Non-Revenue Vehicles (NRVs)

With input from CONTRACTOR, AUTHORITY shall provide an adequate number of NRVs to perform operator shift changes and required for maintenance support, incident response, and any other support deemed necessary by the CONTRACTOR. As an alternative to purchasing a track sweeper and/or forklift, AUTHORITY may direct CONTRACTOR to subcontract track sweeping work and to lease a forklift. At a minimum, AUTHORITY will provide the following NRVs or equivalent vehicles:

- a. 2 ¾-ton pickup trucks, with tow package
- b. 2 Hybrid SUVs
- c. 1 Electric Utility Vehicle

CONTRACTOR shall provide and update for AUTHORITY's records the NRV list indicating vehicles by year, make, and model for all vehicles to be used for this service. The list shall include accessory equipment installed on vehicles for support purposes, and shall detail CONTRACTOR's estimated annual costs of, maintenance, insurance, and fuel.

All NRVs or equipment acquired by AUTHORITY shall remain the property of AUTHORITY throughout the term of the Agreement, and, upon termination of the Agreement, possession of all such vehicles and equipment shall be transferred to AUTHORITY. In the event that CONTRACTOR purchases one or more NRVs pursuant to written authorization provided and reimbursement by AUTHORITY, such NRVs shall be owned by AUTHORITY, and possession shall be transferred to AUTHORITY upon termination of the Agreement. For any NRVs that will transfer to AUTHORITY possession upon termination of the Agreement, CONTRACTOR shall submit for AUTHORITY

approval a Preventive Maintenance Inspection (PMI) program and shall, upon AUTHORITY approval, adhere to and document compliance with the approved PMI program.

B. Maintenance Program

1. Non-Revenue Vehicle Maintenance Program

CONTRACTOR will be responsible for the maintenance of all NRVs unless otherwise specified by the AUTHORITY, along with providing the required fuel, which must be obtained off-site.

2. Revenue Vehicle Maintenance Program (Streetcars)

CONTRACTOR shall have responsibility to establish and implement a comprehensive Maintenance Plan for all revenue vehicles (streetcars) to be used for contracted services described in this SOW.

All maintenance and repairs of streetcars shall be in accordance with AUTHORITY specified standards and Siemens' specifications, whether performed by the CONTRACTOR or authorized subcontractors.

AUTHORITY Project Manager may inspect, unannounced and announced, AUTHORITY-owned streetcar vehicles at any time either at the maintenance facility or while the vehicle is in service, so long as such inspection does not delay or disrupt CONTRACTOR's ability to provide on-time service.

CONTRACTOR shall maintain AUTHORITY-owned streetcar vehicles in such a way as to, at all times, protect AUTHORITY's investment. CONTRACTOR's maintenance program shall be performed in such a manner as to ensure that repairs are done at the point where they shall require the least expenditure, while maximizing the longevity and safe operation of the vehicle.

Examples of this are:

1. Proactively addressing vehicle warning systems to discover root causes and prevent progressive damage;
2. Routine fluid sampling in accordance with industry standards;
3. Identifying and responding to trends that affect vehicle reliability; and,
4. Repairing body damage or graffiti, which affects vehicle appearance.

In addition to the CONTRACTOR's maintenance efforts, AUTHORITY shall periodically conduct inspections and/or fluid sampling/analysis as a quality assurance measure.

a. Preventive Maintenance on Streetcars

Preventive maintenance on AUTHORITY-owned streetcar vehicles must be performed in accordance with the AUTHORITY-approved Maintenance Plan and Siemens' recommended Preventive Maintenance Inspection (PMI) intervals.

CONTRACTOR shall document each systematic inspection, lubrication, and repair performed for each streetcar. These records shall be kept at the maintenance facility where the vehicles are serviced. Such records shall be retained in accordance with the state of good repair and maintained by CONTRACTOR through the term of the contract and provided to the AUTHORITY upon request. Records must be available for review by the AUTHORITY Project Manager and for periodic maintenance audits performed by regulatory agencies.

PMIs shall be performed on each AUTHORITY streetcar pursuant to Siemens' recommended intervals and specifications. CONTRACTOR shall provide for AUTHORITY review and approval all proposed forms and SMP for PMI. Upon contract termination, CONTRACTOR shall provide to AUTHORITY all vehicle files. Upon removal of a streetcar vehicle from the fleet, CONTRACTOR shall provide to AUTHORITY all files associated with the removed vehicle.

It is imperative that any established interval not be exceeded. The maintenance schedule is designed to protect against major repairs resulting from neglect or inadequate maintenance and to prolong the service life of AUTHORITY vehicles.

Per the Contractual Performance Standards, an AUTHORITY vehicle shall not be placed in service if it has exceeded an established PMI interval. If a vehicle is out of compliance or has not met AUTHORITY's preventive maintenance standards, it shall be red-tagged and removed from service. Failure to comply with these standards may result in nonpayment of the service hours operated by that vehicle from the time the last inspection was due, along with any disincentives as specified in the SOW.

b. Maintenance and Repair Procedures on Streetcars

CONTRACTOR shall perform all the necessary and required maintenance and repair work to AUTHORITY-owned streetcar vehicles as recommended by Siemens. All repairs will be recorded and tracked electronically in a format compatible with AUTHORITY's standard operating environment. The MSF does not include a paint booth. CONTRACTOR shall be responsible for all laws and regulations regarding the use of paint and other regulated materials.

CONTRACTOR shall be responsible for all costs of preventive and regular maintenance to AUTHORITY-owned streetcar vehicles with the exception of the Onboard Video Surveillance System (OBVSS), which will be provided and maintained by AUTHORITY.

CONTRACTOR will immediately report to AUTHORITY any observed malfunctions in the OBVSS. AUTHORITY will be responsible for maintenance and repair of the communications system.

CONTRACTOR's maintenance and repair responsibilities include, but are not limited to:

1. Compliance with a vehicle manufacturer's or subsystem supplier's ongoing Technical or Safety notice program, including but not limited to specifications for parts, lubricants, and repair processes;
2. Compliance with any Technical Data Notice (TDN) issued by the AUTHORITY covering vehicle maintenance or repairs; including but not limited to specifications for parts, lubricants, and repair processes;
3. Participation in any emergency or AUTHORITY fleet safety or maintenance inspection;
4. All repairs due to normal wear and tear;
5. Body and glass damage due to accident;
6. Any damage due to vandalism including body and glass damage;
7. Any damage or excessive wear and tear on vehicle (due to CONTRACTOR error/negligence);
8. Any damage due to improper, lack of, or delayed preventive maintenance;
9. Lost articles and replacements such as fire extinguishers. These shall be considered as vehicle related operating costs and will be supplied by CONTRACTOR;
10. Automated Passenger Counters (APCs);
11. Intelligent Transit Management System (ITMS);
12. Interior damage; and,
13. Fluids, additives, oil, lubricants, refrigerants, and software.

CONTRACTOR shall be responsible for providing the labor, parts, and materials required to repair or replace "major mechanical components." Such repairs are subject to prior written authorization by AUTHORITY, which authorization will approve costs for reimbursement by AUTHORITY. Generally, such costs will be eligible for reimbursement by AUTHORITY unless such repair or replacement is due solely to the negligence of CONTRACTOR staff. Major mechanical components shall be defined as the complete

propulsion system, vehicle trucks, auxiliary power supplies wheel and brake assemblies, and HVAC systems on AUTHORITY-owned streetcar vehicles. Repair or replacement of major mechanical components shall be initiated by CONTRACTOR staff only upon the written approval of AUTHORITY Project Manager.

The CONTRACTOR's Maintenance Manager shall review and verify all work performed and labor utilized, and will ensure that all information required, including but not limited to serial numbers for major components, has been entered onto the work order. The CONTRACTOR shall ensure that all work orders are readily available for review by the AUTHORITY Project Manager.

C. Maintenance Data Collection and Reporting Requirements

CONTRACTOR shall develop and utilize a Work Order Form to record the labor, parts, and materials required each time preventive maintenance and repairs are performed on an AUTHORITY vehicle. CONTRACTOR's Work Order Form shall be submitted to and approved by AUTHORITY. This information shall be used by the CONTRACTOR to maintain and prepare required maintenance reports for submission to AUTHORITY and shall be retained in the permanent vehicle file for each assigned vehicle.

CONTRACTOR shall use an electronic database for recording and tracking all vehicle specific work that will record, at a minimum, the vehicle number, date, mileage, vehicle hours, technician completing work, time spent, parts used, and outline of work completed. This database shall be able to track, at minimum, PM cycles, special projects, warranty repairs, recalls, and open or closed work orders. The database shall be able to produce reports and exportable data. The AUTHORITY shall have access to this database at all times for purposes of electronically exporting, reviewing or auditing any data contained or reports produced.

During the course of this Agreement, AUTHORITY may require CONTRACTOR to utilize an AUTHORITY-owned maintenance software program.

CONTRACTOR shall complete and keep records of the following reports:

1. Daily Vehicle Inspection Report (DVIR) – reports from the Operators showing defects shall be a permanent part of the vehicle files. Reports from Operators without defects shall be kept for a minimum of thirty (30) days
2. Work Order – copies shall be a permanent part of the vehicle files
3. Maintenance Call Report – copies shall be a permanent part of the vehicle files
4. Wheel Truing Reports
5. Daily Vehicle Hold Report
6. Daily Scheduled PMI Report
7. Daily Servicing Record
8. Daily Electronics Defect Report
9. Weekly Accident Damage Report
10. Major Mechanical System Failure Report

11. Mean Distance Between Failures
12. Other Mechanical System Failures

At the end of each accounting period, the CONTRACTOR shall summarize all maintenance activity performed during that period. All reports must be submitted to AUTHORITY with the monthly invoice no later than the fifteenth (15th) business day after the end of the period for the AUTHORITY Project Manager's review. Listed below are the minimum monthly reports required:

1. Vehicle Mileage Report
 - a. This report shall include all assigned vehicles regardless of service status.
 - i. Report must include starting, ending, daily average and total mileage for each vehicle. The grand total mileage of all vehicles must be included on the mileage-traveled portion of the report
2. Maintenance Call Mileage Report
 - a. This report shall include data on all maintenance calls for vehicles during revenue service, reflecting the date, time, unit number, problem reported, and required repair
3. Radio/ Communication Defect Report
4. Major Component Replacement Invoice Summary
5. Monthly Vehicle Detailing Report
6. Vehicle Body Damage Repair Summary
 - a. This report shall include data on all exterior vehicle body or broken glass repairs, and include, at a minimum, the vehicle number, date of damage, date of repair, and any CONTRACTOR work order numbers related to this repair.
7. Monthly consumption of parts, supplies, and materials

D. Vehicle Cleanliness, Aesthetics Requirements

To enhance customer service and improve vehicle life, it is imperative vehicles remain clean and free from body damage (other than minor scratches) and graffiti. If vehicles are inspected by AUTHORITY staff and found not in compliance with vehicle cleanliness/aesthetic requirements, written notice shall be served on CONTRACTOR and CONTRACTOR shall be required to immediately correct the issues raised in the notice.

The CONTRACTOR will not be allowed to place any unauthorized decals, logos or markings of any type on AUTHORITY-owned revenue vehicles.

1. Regular Vehicle Cleaning Standards

Notwithstanding any requirements below, all cleaning of streetcar vehicles shall be conducted in compliance with Siemens' recommendations.

Daily:

Vehicle interiors shall be cleaned on a daily basis. The daily cleaning will consist of, at minimum:

1. Seats: Clean all seats to include cushions and backs, by brushing, vacuuming and, if required, gum removal and/or local scrubbing of spots/stains – THIS MUST BE DONE DAILY AND SEATS REMOVED IF THEY NEED REPAIR;
2. Carpets, floors, and upholstery dry and free of dirt, debris, stains, rips, or holes;
3. Sweep all floor areas; mop all liquid spills;
4. Interior free of any unpleasant or overpowering odors;
5. Clean doors and door glass;
6. Crevices clean and free of debris; and
7. Removal/repair of graffiti damage.

Three Times per Week:

The exterior of each vehicle shall be washed at least three times per week unless inclement weather dictates additional cleaning. In addition to completion of all daily cleaning items noted above, vehicle cleaning shall consist of, at a minimum:

1. Clean inside of all windows and doors, removing all dust, fingerprints, and hand prints;
2. Remove all dust from seats, dashboards, rails, ledges, and stanchions; and,
3. Ensure vehicle interior is free of all paper, gum, and debris, etc.

2. Monthly Major Cleaning Standards

The interior of the vehicle shall receive a complete major cleaning, at minimum, every 30 days, which shall be documented listing the vehicle number and date of major cleaning. Documentation shall be included in the monthly maintenance reporting package.

The monthly major cleaning shall consist of all the items included in daily and three-times-per-week cleaning standards listed above, as well as:

- a. Clean driver's area with soap and water, to include dash panel, side panels, and vinyl/plastic portion of seat and shade screens;
- b. Passenger Area: Clean passengers' area with soap and water to include side panels, ceiling, ventilation vents, roof, vents vertical/horizontal railing, window frames and vinyl/plastic/metal portion of seats;
- c. Floors: Clean flooring areas with soap and water to include driver's area, passenger area, and steps. All gum, spots, and stains shall be removed from the floor;
- d. Interior glass: Clean all glass/acrylic and/or dividers with glass cleaner, and replace anti-graffiti window guards, as necessary;
- e. Exterior Glass: Clean all exterior glass/acrylic of water/mineral spotting;
- f. Interior Light Fixtures: Inspect lights for cleanliness. Disassemble, clean and reassemble all overhead light fixtures, as needed; and
- g. In general, all areas of the streetcar interior shall be examined and cleaned to ensure the removal of debris, gum and graffiti.

Extreme care must be taken and safeguards established to protect all electrical components and systems from water damage during the cleaning process. Under no circumstance will free flowing water (water hoses), or power sprayers be allowed in the interior of the streetcar. Use damp mops and rags only.

3. Detail Streetcar Cleaning and Pesticide Application Services

The AUTHORITY's pest management program consists of licensed pesticide application and detail-cleaning services. Vehicles will be detailed and treated for pests every three (3) months and will maximize evening and weekend cleaning and minimize weekday service disruptions. Each scheduled vehicle will be inspected by CONTRACTOR within four (4) hours of completion. The inspection shall consist of a visual check to ensure the level of quality is within standards. Verification of work forms and invoices for services shall be given to the AUTHORITY Project Manager upon receipt, and then returned to CONTRACTOR to be kept in the vehicle file.

E. Other Maintenance Requirements

1. Storage and Handling of Hazardous Materials

CONTRACTOR shall comply with all industry safety rules, regulations, and Cal/OSHA requirements. Proper housekeeping will be monitored regularly to ensure work areas are maintained to AUTHORITY's standards. Housekeeping includes storing hazardous materials properly and disposing of all regulated and non-regulated waste when work assignments are completed, and keeping containers closed as required by regulations to prevent evaporation, spills, or contamination.

CONTRACTOR shall be responsible for training employees to use, store, and dispose of hazardous materials and regulated hazardous waste safely and properly. Record keeping and documentation of product quantities (storage, use, and disposal) shall be kept and available on request.

2. Vehicle Communications and Fare Collection Equipment

CONTRACTOR shall maintain the Intelligent Transit Management System (ITMS) communications system installed in all revenue streetcar vehicles and the console provided at the MSF. This will include preventive maintenance, diagnosis, repair, and all associated material and components. The ITMS mobile radio system is an integrated system, consisting of the following:

- a. Harris M-7300 Mobile Radios
- b. IVU-4000 System Processor
- c. MDT
- d. Cradle IBR 1700

CONTRACTOR is responsible for operation and repair of the vehicles' electronic interface

equipment including but not limited to the data logger, GPS mileage logger, diagnostic interface cabling and programming.

AUTHORITY shall maintain the fare collection system, consisting of the following:

- a. Ticket Vending Machines (TVMs)
- b. Additional fare collection equipment (e.g., Mobile Ticketing, communications equipment and services to support credit card payments at TVMs)

CONTRACTOR shall maintain all onboard electronic ticket validators, if provided.

CONTRACTOR will be responsible for reporting immediately to AUTHORITY any observed malfunctions or defects with the TVMs.

As AUTHORITY will hold responsibility for maintenance and repair of all aspects of the ticketing and fare collection system, CONTRACTOR should not attempt any maintenance or repair of TVMs, other than clearing jammed tickets

CONTRACTOR will be responsible for any damage caused by employee negligence of any equipment related to the ITMS and fare collection systems.

3. On Board Video Surveillance System

AUTHORITY shall be responsible for the maintenance of the vehicle's on-board video surveillance system (OBVSS). AUTHORITY shall provide a dedicated server and software required to support the OBVSS operations.

CONTRACTOR will be responsible for reporting on a daily basis any known defects with the OBVSS. AUTHORITY will coordinate any required repairs or maintenance on this system with CONTRACTOR and allow CONTRACTOR's maintenance staff to monitor and document any AUTHORITY-conducted access or modifications to the vehicle.

The OBVSS is separate and distinct from the cameras and monitors used to operate the streetcar vehicle. CONTRACTOR shall maintain and repair all video equipment associated with vehicle operations.

4. Red Tagged Vehicles

If, in the opinion of AUTHORITY, the vehicle does not meet AUTHORITY standards as outlined in the SOW, it may be "red tagged" by the AUTHORITY. A vehicle that has been "red tagged" shall not go into service and/or shall be immediately removed from service. A "red tagged" vehicle may not be released for service until such time as the problems associated with it have been rectified by the CONTRACTOR and verified by AUTHORITY.

If at any time a vehicle does not meet AUTHORITY requirements, it shall be "red tagged." A Red Tag Vehicle Flyer is included as EXHIBIT 9. Occurrences including, but not limited to the following shall qualify a vehicle for "red tagging:"

- a. Safety equipment missing or inoperable (per vehicle code requirements)
- b. Any noncompliance with state or federal standards for rail transit operations, California Title 13 or any other governing agency's applicable vehicle regulations
- c. Wheel Conditions
- d. Passenger door sensitive edge and interlocks inoperative or defective
- e. Vehicle excessively dirty or containing interior or exterior graffiti as defined in the agreement
- f. Communications systems unable to communicate by voice
- g. Vehicle onboard video surveillance system inoperative
- h. Vehicles with body damage in excess of \$1000.00 damage may also be red-tagged by AUTHORITY

5. Pull-Out and Post PMI Inspections

At the time of the pull-out inspections and/or post inspections, AUTHORITY shall rate the CONTRACTOR's performance based on AUTHORITY requirements. If the CONTRACTOR's maintenance performance is substandard, CONTRACTOR shall submit, by the end of the next business day, a corrective action plan and time line for compliance based on AUTHORITY requirements. Failure to meet the requirements of the corrective action plan and time lines, verified by a follow-up inspection, may result in specified disincentives, as described in the Agreement.

Any findings will be submitted to the CONTRACTOR on an Inspection Discrepancy Report. All noted open repair items shall be completed within fourteen (14) days unless they are safety related. Safety related defects shall be red tagged and the vehicle will be placed out of service. Vehicles shall not be permitted to re-enter service until repairs are completed and verified by CONTRACTOR's Maintenance Manager. The completed discrepancy sheet shall be returned to the Project Manager upon completion indicating corrective actions taken.

6. Daily Pre-Op Inspection, Defect Report Cards

Each Operator shall inspect vehicles daily before pulling out of the yard in accordance with SOP. If there are any defects, the Operator must enter the defects on a Defect Report Card (or some similar CONTRACTOR-provided document) and notify the Operations Control Center (OCC). If there are no defects, the Operator must sign and date the Defect Report Card prior to leaving the yard. Defect Report Cards shall remain with the vehicle for the duration of the day and shall be returned to the maintenance supervisor at the end of the operating day. Vehicles with Defect Report Cards showing defects must be inspected and appropriate action taken on items noted on the card before the vehicle returns to revenue service. Such inspections and actions taken shall be documented on a Defect Vehicle Inspection Report.

7. CPUC Rail Transit Safety Branch Inspections

CONTRACTOR will be responsible to comply with all applicable regulations issued by the California Public Utilities Commission (CPUC) and implemented by the Rail Transit Safety Branch (RTSB). CONTRACTOR will ensure compliance with all policies and procedures to include System Safety Program Plan, and System Security and Emergency Plan upon request from AUTHORITY, CONTRACTOR will facilitate and cooperate with all RTSB requests for information and on-site inspections to inspect facilities and vehicles, evaluate maintenance and operations, and ensure compliance with CPUC regulations.

CONTRACTOR shall ensure that vehicles used in the service of this Agreement meet all applicable State and Federal safety requirements. The CONTRACTOR shall notify AUTHORITY Project Manager of all RTSB-related business, including but not limited to Operator complaints, inspections dates, inspection results, and corrective actions. CONTRACTOR shall ensure that AUTHORITY is provided a copy of all paperwork sent to and received from RTSB. In the event CONTRACTOR receives an unsatisfactory rating from the RTSB, AUTHORITY shall impose disincentives as specified in the SOW.

8. Parts and Materials

CONTRACTOR shall ensure that all mechanical parts, fluids, or materials meet or exceed Original Equipment Manufacturer (OEM) specifications as specified in manufacturer- or AUTHORITY-issued TDNs or bulletins. Consumables such as fluids, oil, lubricants, refrigerants and software (nuts, bolts, springs, bulbs, etc.) as well as replacement of fire extinguishers, are vehicle-related costs and shall be supplied by CONTRACTOR without reimbursement.

9. Spare Parts Inventory

AUTHORITY shall provide an initial inventory of spare parts. CONTRACTOR will be responsible to administer, monitor, utilize, and replenish this inventory with appropriate planning for long lead-time items, and to assist AUTHORITY's annual budgeting process. CONTRACTOR shall ensure that the parts inventory is adequate to support vehicle fleet size so that streetcar service is not interrupted or unnecessarily delayed. CONTRACTOR shall provide a comprehensive major parts inventory and projected stocking quantities for the AUTHORITY's review prior to start of revenue service, and as part of an annually approved operating budget. Inventory management and approval of re-order points and parts-issues procedures should be within the direction of the Maintenance Manager. In order to identify parts cost by vehicle, a record of parts issued to individual streetcars must be kept. Repair orders may be used to enter parts issued to the streetcar and to adjust inventory. Work Orders for repairs that included components with serial numbers shall reflect the correct serial number of both the removed and installed component. AUTHORITY shall reimburse CONTRACTOR for approved spare parts purchases, without markup. Upon any termination of the Agreement, CONTRACTOR shall ensure, to AUTHORITY's satisfaction, that the originally-provided inventory is stocked and transferred to control of AUTHORITY or a subsequent contractor.

10. Engine Idling of Non-Revenue Vehicles

Any NRVs operated by CONTRACTOR shall not idle for more than five minutes maximum to comply with State regulations. Unnecessary idling causes excess fuel consumption, shortened engine life and contributes to air pollution. Engines may be operated to supply heat or air conditioning necessary for passenger comfort and safety, in which case idling up to a maximum of 30 minutes is allowed. CONTRACTOR is responsible for all fines for violating State or County engine idling regulations.

11. Procedure for Streetcar Vehicle Failures

A failure is defined as an interruption in service due to a mechanical breakdown of a vehicle while in service. This includes repairs in the field, maintenance requests, and removal of a streetcar vehicle from revenue service prior to the end of its scheduled shift.

In the event of a vehicle failure while in service, CONTRACTOR shall activate an AUTHORITY-approved Failure Management Plan that provides a bus bridge to ensure the continuation of service. CONTRACTOR shall also immediately dispatch Field Supervisor either to arrange for an on-site repair of the failure or arrange for towing and removal of the streetcar from the alignment. CONTRACTOR shall develop a Failure Management Plan for AUTHORITY approval that results in minimal service disruption to ensure service and on-time performance. This plan, based on a joint decision by CONTRACTOR and AUTHORITY, shall articulate the type of incident or level of delay that would warrant activation of a bus bridge. Upon AUTHORITY approval of the plan, CONTRACTOR shall develop for AUTHORITY's approval a Standard Operating Procedure (SOP) for addressing vehicle failures and activating bus bridges.

Maintainers performing road calls must possess sufficient skills and training to complete any road call repair. Supervisors must ensure that road call maintainers are properly trained in radio procedures and have a thorough knowledge of safety procedures while performing road calls. Any roadside repairs should be performed only after safety precautions have been exercised.

12. Vehicle Wheels

CONTRACTOR shall true streetcar wheels as required, or in accordance with vehicle manufacturer's specifications. AUTHORITY will provide a wheel truing machine.

CONTRACTOR shall maintain vehicle suspensions and trucks in accordance with the Siemens' specifications.

13. Vehicle and Component Warranty Maintenance

CONTRACTOR shall be responsible for the coordination of all warranty work on AUTHORITY vehicles assigned to CONTRACTOR and the administration of all warranty related paperwork with manufacturers. CONTRACTOR shall be financially responsible for any denied warranty caused by CONTRACTOR negligence or improper or inadequate maintenance. CONTRACTOR shall facilitate the on-site completion of warranty repairs and maintenance by manufacturer, and in the case where CONTRACTOR must perform warranty repairs or maintenance, CONTRACTOR shall obtain manufacturer authorization to perform such repairs or maintenance.

CONTRACTOR will be responsible to create a work order for any warranty work, which will contain a record of work completed, return-to-service quality control checks, and vendor paperwork.

14. Vehicle Transition Policy

AUTHORITY-owned streetcar vehicles are subject to inspections and acceptance upon termination of the Agreement, in accordance with vehicle maintenance standards, as further described in the SOW.

When transitioning streetcar vehicles from its possession to AUTHORITY or to a subsequent contractor, the CONTRACTOR shall perform a stringent vehicle inspection and any required repairs, which meet the approval of the AUTHORITY Project Manager. The AUTHORITY or subsequent contractor shall conduct an inspection of the transitioning vehicles before accepting the vehicles. The CONTRACTOR, at its own expense shall repair remaining discrepancies. AUTHORITY Project Manager shall resolve any disputes regarding vehicle condition at transfer.

15. Vehicle Replacement

Replacement vehicles may be subject to acceptance during the terms of this Agreement. To facilitate the transition of new, safe, and reliable vehicles into service, CONTRACTOR shall assist the AUTHORITY by providing acceptance inspections, decal installations, warranty activations testing and commissioning. This process shall be executed with the least disruption to streetcar operations while providing equipment for service.

F. Critical Operations and Maintenance Requirements

The following section outlines several operations- and maintenance-related requirements that CONTRACTOR must be aware of, and with which CONTRACTOR must comply. These requirements are considered integral to the core operations and maintenance activities.

1. Safety and Security

The safety and security of passengers, employees, and the public are of the utmost priority to the OC Streetcar and AUTHORITY.

2. State Safety Oversight (SSO) Requirements

To assure a safe and secure operations and maintenance environment, the OC Streetcar is subject to the requirements of the current Program Standard for Rail.

3. State Safety Oversight issued by the CPUC on behalf of FTA

In meeting SSO requirements, the CONTRACTOR will be tasked with development of the required safety and security plans, which include a System Safety Program Plan (SSPP), a System Security & Emergency Preparedness Plan (SSEPP), and other required, supportive plan documents.

In cooperation with AUTHORITY, local emergency response agencies, and the SSO, CONTRACTOR will work with AUTHORITY to complete plan development and develop recommendations and updates to any existing plans. CONTRACTOR will be responsible for working with AUTHORITY and its partners, in regular agreed upon updates to SSO documents. AUTHORITY will serve as the lead contact with the SSO (CPUC) and with FTA. All plans will comply with CPUC, FTA, State, and local regulatory requirements.

CONTRACTOR will be responsible for carrying out actions identified in the Corrective Action Plan (CAP). CONTRACTOR and its staff will have direct responsibility for the critical frontline, day-to-day aspect of implementing the SSPP and SSEPP and related documents in their operation and maintenance of the OC Streetcar. CONTRACTOR shall therefore implement these plans to include all OC Streetcar activities. The CONTRACTOR will be required to develop and implement operations and maintenance plans that describe many safety- and security-critical functions in compliance with these governing documents. All such functions are to be planned and performed within the scope and framework of the relevant SSPP and SSEPP.

As necessary or as requested by AUTHORITY, CONTRACTOR will assist in obtaining state safety and security certification prior to revenue service and/or the launch of major applicable projects. CONTRACTOR's staff will serve on and participate in related Safety and Security Review Committee (SSRC) overseeing the development and implementation of required plans.

The plans and documents listed below will need to be prepared for the OC Streetcar and shall be made available upon request. CONTRACTOR will be responsible for annually updating and maintaining the following plans in conjunction with AUTHORITY and applicable local, state and federal authorities, including the SSO:

- a. System Safety Program Plan (SSPP)
- b. Safety and Security Certification Verification Report (SSCVR)
- c. Hazards Management Plan (HMP)
- d. Accident/Incident Investigation Plan (AIIP)
- e. Corrective Action Program Plan (CAPP)
- f. Internal Audit Program Plan (IAPP)
- g. Safety and Security Certification Plan (SSCP) as applicable
- h. Public Transportation Agency Safety Plan (PTASP)

CONTRACTOR shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act of 1970, the Systems Security and Emergency Preparedness Plan (SSEPP), the System Safety Program Plan (SSPP) and all related AUTHORITY and OC Streetcar SSO documents, such as those listed above, and all applicable State and local laws, ordinances, and regulations during the performance of this Work. CONTRACTOR shall indemnify the AUTHORITY for fines, penalties, and corrective measures that result from the acts of commission or omission of CONTRACTOR, its subcontractors (if any), agents, employees, and assigns and their failure to comply with such safety rules and regulations.

4. Other Safety and Security Requirements

CONTRACTOR shall furnish and enforce the use of Personal Protection Equipment (PPE) as required to complete the Work, including hard hats, rain gear, protective foot wear, protective clothing and gloves, eye protection, ear protection, respirators, safety belts, safety harnesses, safety lifelines and lanyards, and high visibility reflective safety vests.

CONTRACTOR shall provide employee safety training to include special training prior to working with hazardous materials or operations.

CONTRACTOR shall provide warning signs, barricades and verbal warnings as required.

CONTRACTOR shall inform its employees of emergency procedures to be adhered to in case of a fire, medical emergency, or any other life-threatening circumstances.

CONTRACTOR shall promptly notify AUTHORITY of any accident involving injury to personnel or damage to material and equipment.

CONTRACTOR shall hold safety training as required for all personnel and maintain a written report of all such trainings. Copies of these written reports shall be made available to AUTHORITY upon request.

CONTRACTOR shall perform job site safety inspections. A report of CONTRACTOR's findings and observations, as well as corrective measures taken, where required, shall be prepared and made available to AUTHORITY when requested.

CONTRACTOR shall submit a copy of its standard safety policies and program procedures that establish the safety rules and regulations as they are to be applied to the performance of the Work. These documents shall be submitted by CONTRACTOR within ninety (90) calendar days after award of the Contract and be in place prior to Full Operations Contract start.

CONTRACTOR shall assign a designated safety representative (in writing) to develop and monitor the project safety program. The name, company address, and telephone number of the assigned individual shall be submitted to AUTHORITY by CONTRACTOR along with CONTRACTOR's safety policies and program procedures.

CONTRACTOR shall provide and maintain in the Vehicles, and in the Vehicle Maintenance Facility, at all times, a completely stocked first aid kit that contains all emergency medical supplies as currently recommended by the American Red Cross and OSHA.

CONTRACTOR shall make available for its employees and those of its subcontractors, while they are performing work, emergency medical treatment either on site or at a nearby medical facility.

SECTION 6: CONTRACTOR STAFF REQUIREMENTS

A. General Provisions

The CONTRACTOR shall provide the necessary management and administrative personnel whose expertise will ensure efficient operation and maintenance of OC Streetcar services. CONTRACTOR shall assign a management team (Key Personnel) to the project, all of whom will be committed exclusively to the operation and maintenance of the OC Streetcar. CONTRACTOR shall assign a separate full-time individual to each of the Key Personnel positions and shall make management staff available consistent with the days and hours of operation of the service. After initiation of Revenue Service, only 2 key personnel will be authorized to be on a scheduled absence at any time. All key personnel are required to be present during schedule changes. CONTRACTOR must notify OCTA when Key Personnel will be absent.

1. Key Personnel. During Revenue Operations.

CONTRACTOR shall not, without prior written AUTHORITY authorization, remove or reassign any Key Activities (description of Key Activities to be developed by CONTRACTOR) or appoint any new individual to any Key Personnel position (whether in an acting or permanent capacity), without AUTHORITY approval. Any changes in the assignments and specific responsibilities of the General Manager (GM) and/or Key Personnel from that accepted by the AUTHORITY shall not be implemented until approved by the AUTHORITY. Should the need to remove Key Personnel arise or be requested by CONTRACTOR, AUTHORITY has the right to approve the replacement personnel, the approval of which is a prerequisite prior to such individual beginning work under the Agreement.

2. Removal of Personnel Assigned to CONTRACTOR.

Within a reasonable period, but not later than seven (7) days after CONTRACTOR's receipt of notice from AUTHORITY that the continued assignment of any CONTRACTOR Personnel is not in the best interests of AUTHORITY, CONTRACTOR shall remove such Personnel from the Agreement. CONTRACTOR will not be required to terminate the employment of such individual. CONTRACTOR will assume all costs associated with the replacement of any CONTRACTOR Personnel. In addition, CONTRACTOR agrees to remove CONTRACTOR Personnel who has engaged in willful misconduct or has committed a material breach of this Agreement immediately after CONTRACTOR becomes aware of such misconduct or breach.

3. Qualifications.

Upon AUTHORITY's reasonable request, CONTRACTOR will make available to AUTHORITY all relevant records of the education, training, experience, qualifications, work history and performance of CONTRACTOR Personnel.

B. Key Personnel

The following positions shall be provided by the CONTRACTOR and designated as Key Personnel. CONTRACTOR must assign a separate full-time person to each Key Personnel position and may not combine roles or positions. With the sole exception of administrative support staff, all CONTRACTOR positions are safety sensitive.

1. General Manager

The General Manager (GM) is responsible for the management oversight of the contract operation for the OC Streetcar service and its components. The General Manager must have 10 years of management and supervisory experience in public transportation operations, plus rail experience. The General Manager must be fully dedicated to this project and be based out of the AUTHORITY-provided facility.

The General Manager shall demonstrate, by decision and action, competency in all aspects of streetcar or similar service types. The General Manager shall manage the operating records for services provided under this contract.

The GM should begin working on the Project prior to streetcar revenue operations (corresponding to the Pre-Revenue Contract Period) to provide assistance to AUTHORITY by developing necessary rules, SOPs, plans, reports, and to coordinate with AUTHORITY in anticipation of service start-up. The GM shall be 100% dedicated to the project by the start of the Startup Phase and shall continue his or her responsibilities into the Revenue Operations Period.

The GM (or a person to whom the GM's authority has been temporarily delegated) shall serve as the primary point of contact regarding the Operations Contract and be available to AUTHORITY at all times, either by telephone or in person, to make decisions or provide coordination. The GM shall ensure that service is operated according to the plans, policies, and budgets established by AUTHORITY, as well as all applicable federal, state, and local regulations.

2. Operations Manager

The Operations Manager shall be responsible for all management and day-to-day operations of service and must maintain consistent and sufficient contact and communications with designated AUTHORITY staff. The Operations Manager shall be assigned to general supervision, investigation, and response to customer comments and helping to ensure quality service. The Operations Manager will act as back-up to the GM for the project management functions. The Operations Manager must have supervisory experience in public transportation operations or a related industry. The Operations Manager must achieve and maintain a current certification to operate the streetcar vehicles and must maintain any other licenses or certificates required by applicable federal, state, or local regulations. The Operations Manager must begin full-time work at the beginning of the 2nd month of the Startup Phase.

3. Safety and Security Manager

The Safety and Security Manager shall be responsible for all of the CONTRACTOR's safety, training, and security responsibilities. This includes all training of operators, any safety related meetings, accident/incident reporting, accident/incident investigation, corrective actions, data collection, and ensuring the security of the system, its equipment, employees, and the public. This position must be knowledgeable of all State and Federal laws and regulations and proactive accident prevention and must hold a current Transportation Safety Institute (TSI) Transit Trainer's Certificate and will direct all of CONTRACTOR's security-related functions. In addition, the Safety and Security Manager will act as CONTRACTOR's Drug and Alcohol Manager.

Safety and Security Manager must be competent in, and have experience with, the application of all streetcar related FTA and SSO rail safety rules/regulations. They shall be responsible for the application of SSO agency requirements and serve as CONTRACTOR's Safety Officer by definition. In addition, they shall meet and maintain the qualification and training requirement of the FTA safety certification program provisions required for professionals with direct safety oversight.

This position will also assist AUTHORITY in developing, updating, and will oversee administration of the Safety and Security Emergency Preparedness Plan (SSEPP) and review the System and Safety Program Plan (SSPP). The Safety & Security Manager must begin full-time work at the beginning of the Startup Phase.

4. Maintenance Manager

The Maintenance Manager will oversee all aspects of CONTRACTOR's vehicle, facility, and infrastructure maintenance responsibilities as articulated in Section 3 above. The Maintenance Manager shall be responsible to ensure that AUTHORITY maintenance standards are maintained and achieved. This position shall be separate from the General Manager and Operations Manager. The Maintenance Manager must have demonstrated knowledge and experience in the transit industry including rail experience. He/she should possess industry certifications and have prior experience in maintenance management. Training experience with experience in maintenance supervision is required. The Maintenance Manager must achieve and maintain a current certification to operate the streetcar vehicles and must maintain any other licenses or certificates required by applicable federal, state, or local regulations. The Maintenance Manager must begin full-time work no later than 4 months prior to the scheduled delivery of the first streetcar vehicle.

C. Project Staffing - Operations

At a minimum, the following project staff will be provided by CONTRACTOR to ensure the efficient operation of service:

1. Operations Supervisors

CONTRACTOR shall provide Operations Supervisor staff sufficient to ensure supervision of operators at all times when vehicles are in passenger service. Operations Supervisors shall be available for deployment along the route during all hours of operation and have use of an AUTHORITY-provided NRV to respond quickly to Operator requests for assistance and emergency conditions.

Operations Supervisors shall promptly respond to accidents involving passengers and/or vehicles. Accident reports will be completed including statements of all parties involved, witness statements and contact information and police report information shall also be in accordance with OC Streetcar SOPs. Operations Supervisor daily reports shall be completed in such a manner as to detail their daily activity.

Operations Supervisors shall provide monitoring including, but not limited to, vehicle and infrastructure conditions, Fit for Duty inspections, driver professionalism, and complaints of driver conduct, driver performance, service rules adherence and act as relief operators as required.

The Operations Supervisors must meet all license, certification, and safety training requirements to operate a vehicle in revenue service. In addition, Operations Supervisors shall have professional experience in the transit industry as an operator, scheduler, dispatcher, or trainer.

CONTRACTOR is responsible for operator check-in, daily assignment of Operators to runs and vehicles, end-of-shift check-in, distribution of information, collection of paperwork, etc. CONTRACTOR's dispatcher shall provide direction from the time Operators report for service until they end their shifts, pull back into the yard, and check out. CONTRACTOR supervisory personnel must be on-site to ensure Operators check in, know their assignments, are assigned vehicles or daily responsibilities, and collect all pertinent documentation prior to and at the end of each operator's shift. All communications regarding safety, operations/maintenance, or service changes must be documented by the Operations Supervisor on duty.

2. Operators

The CONTRACTOR shall recruit, hire, and train a sufficient number of Operators to provide the services described in this SOW. Operators must meet the following qualifications/requirements prior to being allowed to perform in revenue service:

- a. Earn and maintain all required state and federal certifications necessary to operate the streetcar in revenue service, possess and maintain a valid California driver's license with a valid Class B license with a P endorsement, Certification, valid medical certificate, and any other licenses or certificates required by applicable federal, state, or local regulations

- b. Must be able to speak, understand, write and read English;
- c. Undergo and pass a pre-employment drug and alcohol screening at a facility approved by AUTHORITY in compliance with federal regulations. Operators will also be subject to random and post-accident testing throughout the period of their employment.

D. Project Staffing - Maintenance

CONTRACTOR shall recruit, hire, train, and retain sufficient staff to ensure the efficient maintenance and repair of the revenue vehicles, the streetcar-specific components of the MSF, and all aspects of the OC Streetcar System, pursuant to the requirements articulated in Sections 3 and 5 of this SOW.

1. Vehicle Maintainers

CONTRACTOR shall assign an adequate number of Vehicle maintainers to meet or exceed the requirements for vehicle maintenance as outlined below, as recommended by the Siemens, and as necessary to ensure the full useful life of the vehicles and all component parts:

Maintainers must be knowledgeable of preventive maintenance inspection procedures.

Specific areas of expertise shall include, at a minimum, ability to:

1. Complete reliable and safe preventive maintenance inspections
2. Independently diagnose and repair defects on systems as necessary
3. Work with electronic diagnostic equipment and computer-based technical reference materials
4. Use rail vehicle test equipment and specialized tools effectively
5. Disassemble components and inspect parts for wear, using micrometers, calipers, and gauges as required
6. Diagnose and perform repairs on systems related to streetcar/light rail vehicles, and various types of support equipment
7. Diagnose, repair, and maintain advanced electronic/electrical systems
8. Diagnose, repair, and maintain air conditioning/heating/ventilation systems and be certified to perform repairs and handle refrigerant incidental to repairs
9. Plan work procedures, using charts, technical manuals, and experience
10. Read and understand electrical and hydraulic schematics
11. Complete the necessary work order associated with documenting all maintenance work.

a. Maintainer Training Requirements

Training for all maintainers shall include and not be limited to vendor provided training and maintenance safety training. Specific topics shall include at a minimum:

1. Overhead electric power supply and overview system training
2. Air conditioning and refrigerant training
3. OSHA & DOT compliance, health and safety training
4. Hazardous materials handling, disposal, and emergency response training
5. Lockout / tag out training
6. Forklift or loading equipment training (if applicable);
7. Fall protection training
8. Environmental protection training

b. Special Training and Certification

All maintainers must meet the following minimum qualifications:

1. Must earn and maintain all required certifications to operate a streetcar vehicle in non-revenue service, and a valid Class B, Commercial California Driver's License. It is the CONTRACTOR's responsibility to ensure all technicians test-driving streetcars and responding to maintenance needs on the alignment have all required training and certifications to operate the vehicle.
2. Current Medical Certificate
3. In good standing with DMV
4. Air conditioning certified (if CONTRACTOR will be performing A/C recovery work - if not, specify the subcontractor assigned to the project)

E. Safety and Training Staff

Trainers must be able to conduct classroom, in-cab training, in-service training, train the trainer, and instruction of Operators.

Training responsibilities include but are not limited to: maintain Operator training records, conduct safety meetings, participate in the administration of the Department of Motor Vehicles (DMV) Pull Notice Program, coordinate CONTRACTOR's Drug and Alcohol Program, and participate in accident/incident investigation with Operations Supervisors, staff, and project management.

Trainers must possess all Operator-required credentials.

SECTION 7: OPERATOR TRAINING AND SAFETY PROGRAMS

A. Vehicle Operator Training

CONTRACTOR shall be responsible for all training of Operators including training on AUTHORITY organization, service policies, passenger fares and overview of other AUTHORITY services. AUTHORITY shall provide the CONTRACTOR with AUTHORITY's policies and procedures for safety, training and documentation. CONTRACTOR shall be responsible for the provision of qualified training staff to conduct in-vehicle, classroom, and other required training as determined by the CONTRACTOR.

B. Training Standards

CONTRACTOR shall design, schedule and conduct ongoing training procedures that shall train and prepare all Operators assigned to AUTHORITY's contract in a manner that conforms to all federal, state, and local laws and assures AUTHORITY's operational objectives below are met.

1. Provide service in a manner that is safe and reliable;
2. Provide service that shall maximize customer service;
3. Provide service in a manner that shall maximize productivity.

The Operator's training course shall meet the requirements of all appropriate FTA and California statutes.

AUTHORITY reserves the right to revise the CONTRACTOR's training program(s) in order to comply with Federal, State, or local laws regarding Operator certification or level of training requirements. In the event Federal, State, local laws change affecting Operator certification or level of training required. CONTRACTOR shall be responsible for adopting any and all changes to its Operator training program.

CONTRACTOR shall provide the following training and safety program that at a minimum consists of:

1. A safety awards program;
2. Conduct mandatory weekly tailgate safety meetings.
3. Operators receive their safety information as part of their daily Fit for Duty assessments;
4. Monitoring and inspection of Operators' Motor Vehicle Records at least every six (6) months through participation in the California Department of Motor Vehicles (DMV) Pull Notice Program; and
5. Promotion and reinforcement of driving and safety principles by CONTRACTOR management, policies and programs.

C. Bloodborne Pathogens Training

The CONTRACTOR shall be required to establish a written Exposure Control Plan designed to eliminate or minimize employee exposure to bloodborne pathogens and/or body fluids. All Operators, Supervisors, Vehicle Service Workers, maintenance technicians, and any other employee that may come in contact with bloodborne pathogens or bodily fluids will be required to have bloodborne pathogen/bodily fluid training prior to starting their jobs.

Bloodborne pathogen kits shall be made available in all Supervisor vehicles and onboard the streetcar. The kits shall be purchased and maintained by the CONTRACTOR. The contents of the kit must be replaced as they are used or become damaged.

D. Documentation of Training

CONTRACTOR must maintain a list of Operators who have completed the required training and certification program. This list must be updated monthly and provided to AUTHORITY (with monthly invoice) as additional active Operators are trained or removed from service. The list of Operators must include, at a minimum, the following:

1. Name and badge number (badge numbers must be 7 digits)
2. Hire date
3. Date of certification
4. Hours of initial training
5. CDL license number and expiration
6. Medical certificate

The CONTRACTOR must maintain a record of all training completed by each Operator and must provide a copy of these records upon request of AUTHORITY or other compliance agency (e.g., DMV or CPUC).

E. Incentive and Safety Programs

CONTRACTOR shall maintain an incentive and safety program to support AUTHORITY's goal of providing safe and high-quality service. AUTHORITY supports the use of a safe driving program that includes meetings, incentives, and safety campaigns.

SECTION 8: EMPLOYEE STANDARDS AND REQUIREMENTS

CONTRACTOR shall implement and comply with all AUTHORITY Human Resources policies, which are included as EXHIBIT 7.

A. Operator Tools

The CONTRACTOR shall provide all necessary operating equipment to the Operators. Operator equipment may include manifests (trip sheets), clipboards and pencils. Operators are also required to be equipped with an operable and accurate time piece at all times.

B. Employee Fitness for Duty

The CONTRACTOR must provide an overall Fitness for Duty program that will describe the following components:

- a. Dispatch Procedures
- b. Extra board Process
- c. Hours of Service requirements
- d. Drug and Alcohol program (testing and compliance)
- e. Medical evaluation
- f. Uniform Standards
- g. OCTA Pull Notice
- h. Fulfillment of Base and Refresher Training Requirements

This plan will further comply with all FTA, OSHA and CPUC requirements, along with applicable APTA Standards, regarding Fitness for Duty.

The following items must be in the Operator's possession while operating an AUTHORITY vehicle:

- a. Valid Commercial Operator License (Class A or B)
- b. Passenger transport endorsement (P)
- c. Valid medical certificate
- d. Rule Book
- e. Risk Management Report Kit
- f. Defect Report
- g. Riders' Alerts (as required)
- h. Accurate time piece
- i. ID Badge
- j. 2-way radio
- k. reflective vest
- l. Record of Train Movement (schedule)
- m. Proper uniform, pursuant to EXHIBIT 7g

n. Train Orders/Operating Clearance Form

C. OC Streetcar Radio Communication Equipment

Hardware for all radio communication features of the OC Streetcar will be furnished and maintained for CONTRACTOR's use. Such equipment is and will be housed at the Operations and Maintenance Facility (MSF). CONTRACTOR will be responsible for reporting all issues, problems, or malfunctions as soon as possible to the AUTHORITY. CONTRACTOR will be held financially accountable for any and all lost and/or abused radio equipment.

D. Track Access Permits and Training

CONTRACTOR will develop and administer a permitting process for track access. This process will be submitted to AUTHORITY for review and approval. CONTRACTOR will provide and administer a training program on track access safety to its staff as necessary, and to outside parties needing right-of-way access. The CONTRACTOR will be responsible for developing a thorough and complete training program, including presentations, class materials, tests, and student tracking mechanisms, as part of this contract. All individuals requiring track access safety training must be retrained and recertified annually. The CONTRACTOR will be responsible for maintaining accurate records of individuals who have completed training and their date of certification / recertification.

E. Uniforms

CONTRACTOR will be responsible to implement and adhere to AUTHORITY'S uniform standards, as articulated in EXHIBIT 7g, to include both apparel and equipment (watch, flashlight, etc.). Identification of local companies or national companies with local operations will be critical to the timely outfitting of employees to meet AUTHORITY standards. CONTRACTOR employees must at all times be in compliance with uniform and appearance standards.

SECTION 9: FACILITY

A. Facility Location

AUTHORITY shall provide a Maintenance and Storage Facility (MSF) for operations and maintenance for administration, operations, and maintenance functions. The address of the MSF is anticipated to be located between the 1900 through 2000 block of West 5th Street, Santa Ana, CA 92703.

B. Facility Furnishings

CONTRACTOR will be responsible for providing all office furniture and equipment that they deem necessary for this project.

C. Maintenance and Storage Facility (MSF)

The MSF shall include spaces for maintenance, storage, and administration associated with the operation of the streetcar. Spaces, layouts, and sizes are detailed in EXHIBIT 5, but office and administrative spaces at the MSF may be reconfigured by AUTHORITY at any time. In general terms, the MSF shall include a maintenance area that provides covered working bays for performing Preventive Maintenance Inspections and mechanical repairs on revenue vehicles. The MSF will include office and meeting spaces to accommodate administrative functions, lobby and reception spaces, locker, shower, and break area space for operators, a secured parts room, and a vehicle wash in a separate building.

D. Maintenance, Cleanliness, and Safety of Facilities

AUTHORITY shall provide facility maintenance services required to ensure the safe and efficient operation of the property. AUTHORITY facilities staff will be available during normal business hours Monday through Friday and are available on-call as required. Facility maintenance services provided by AUTHORITY staff shall include inspections and preventive maintenance of all aspects of the building and grounds, landscaping, building systems (plumbing, electrical, mechanical, fire detection and suppression), and other building components not specifically related to the operation or maintenance of streetcars (collectively, the Facilities). CONTRACTOR shall perform documented daily and weekly inspections as required and be responsible for all costs associated with any repair to the Facilities resulting from negligence on the part of CONTRACTOR. In the case of a repair to the Facilities resulting from the negligence of CONTRACTOR, AUTHORITY shall perform the repairs and deduct the cost of the repair from the most current unpaid invoice received from CONTRACTOR. Alternatively, with prior written approval from AUTHORITY, CONTRACTOR may be permitted to perform the repairs at its expense. Any repairs so undertaken shall be performed to the AUTHORITY's satisfaction. If said repairs are not performed to the AUTHORITY's satisfaction, the AUTHORITY reserves the right to perform the corrective repairs and deduct the cost from the most current unpaid invoice received from CONTRACTOR. Whether or not to allow

CONTRACTOR to self-perform any repair shall be evaluated on a case-by-case basis and only allowed with written advanced approval from AUTHORITY. CONTRACTOR shall be responsible for simple facility tasks such as office and equipment moving, light painting, and wall hangings.

CONTRACTOR shall make the MSF available to AUTHORITY, as well as city inspectors, facilities contractors, fire department, and insurance inspectors at any time as requested by AUTHORITY.

AUTHORITY will provide reasonable janitorial services for the MSF, including all offices, administrative areas, bathrooms, and public areas. CONTRACTOR shall ensure that all employees use care and consideration for the property to ensure a safe, professional, hygienic, and attractive working environment that complies with all federal, state, and local regulations.

E. Written Security Procedures

CONTRACTOR must develop and maintain adequate internal controls for onsite security at the MSF. CONTRACTOR must establish detailed security procedures (Post Orders) acceptable to AUTHORITY, which include a plan for the safety and security of the MSF and the prevention of crime including theft and/or vandalism. AUTHORITY will periodically review CONTRACTOR Post Orders and processes and submit written findings of any deficiencies. CONTRACTOR is required to provide written responses to AUTHORITY within thirty (30) calendar days and implement corrective actions within thirty (30) calendar days of any written AUTHORITY findings.

F. Information Technology, Voice, and Data Infrastructure

All AUTHORITY-supplied software applications shall communicate between the MSF and AUTHORITY's data center located at 600 S. Main St. in Orange, California via a dedicated wide area network link.

AUTHORITY shall provide and maintain the following equipment at the MSF Operation and IT rooms: cabling plant, Cisco networking hardware (routers, switches, firewall appliances), servers, fiber optic and microwave backbone communication nodes, workstation computers with keyboard and mouse, desktop and wall-mount monitors, Nortel PBX, desktop microphones and speakers, telephone/radio handsets, headsets (if needed), combined printer/copier/fax/scanner unit, and a digital wall-mount clock. The Operation room is furnished with two consoles, chairs, and filing cabinets.

CONTRACTOR shall be responsible for supplying and configuring printing devices to allow printing from any AUTHORITY applications. The CONTRACTOR shall be responsible for all printer related consumables.

AUTHORITY shall use its computer hardware and services located at 600 South Main Street to host at a minimum the server-side components of the software applications

AUTHORITY requires the CONTRACTOR to operate.

G. Additional Support Systems

1. CONTRACTOR Administrative Telephones

AUTHORITY will install and maintain telephone lines and equipment required to support CONTRACTOR's administrative requirements

2. Facsimile Machine

CONTRACTOR is required to provide at least one plain paper facsimile machine.

H. Shop Tools, Non-Revenue Vehicles, and Equipment

CONTRACTOR is required to provide adequate and appropriate shop equipment and special tools to perform the necessary maintenance tasks required to meet AUTHORITY's standards and requirements as described herein. Examples include electronic testing equipment, laptop computers, torque wrenches, alignment equipment. Said tools must be calibrated and maintained to equipment manufacturers' specifications or as required by local, federal and/or state. AUTHORITY-provided tools are identified in EXHIBIT 4.

Prior to acquisition of tools and equipment, both before start of revenue operations and again annually during revenue operations, CONTRACTOR will provide for AUTHORITY approval a detailed inventory list outlining all proposed tools, NRVs, and equipment required for the operations and maintenance of the OC Streetcar. Any tools or equipment acquired without AUTHORITY approval will be at the cost of CONTRACTOR. Any additional NRVs needed beyond those initially provided by AUTHORITY must be requested by CONTRACTOR for acquisition by AUTHORITY. AUTHORITY will not reimburse CONTRACTOR for NRVs purchased by CONTRACTOR. Upon termination of the contract, AUTHORITY shall retain all tools, equipment, and NRVs funded or acquired by AUTHORITY.

CONTRACTOR will supply and own all office furnishings and equipment, to include desktop computers, printers, copiers, tables, desks, and chairs. All other equipment and tools are to be approved, funded, and owned by AUTHORITY, and procured by CONTRACTOR pursuant to AUTHORITY's purchasing rules.

Prior to acquisition of any equipment (other than office furniture), CONTRACTOR shall submit for AUTHORITY's review and approval a list of all proposed equipment. Upon written approval from AUTHORITY, CONTRACTOR will be authorized to procure all approved items and invoice AUTHORITY for reimbursement, without markup. All reimbursed equipment shall become the property of AUTHORITY. No equipment, tools, or vehicles purchased with or reimbursed by AUTHORITY funds shall be available for personal use.

I. Fire Lane Enforcement

To the extent required by City of Santa Ana building code and Fire Marshal, AUTHORITY will establish the parking and no parking areas on the MSF property in accordance with Section 22658.2 of the California Vehicle Code and OCFA Guideline B-09. CONTRACTOR shall maintain all fire lanes and in no event shall CONTRACTOR permit parking along any portion that requires fire lanes or any area designated as a fire lane for turn-around purposes during occupancy. First time violators will receive a written warning and with subsequent violations, the vehicle shall be subject to towing. The vehicle owner shall be responsible for all cost incurred in remedying such violation, including without limitation, towing cost, citations, and legal fees.

SECTION 10: STATE AND FEDERAL REGULATIONS

A. Motor Vehicle Codes

AUTHORITY shall periodically audit for compliance with the Commercial Motor Vehicle Safety Program including, but not limited to: a) Pull Notice Program, b) Medical Certificate, c) Drug and Alcohol Compliance Program, and d) streetcar operator's hours log.

No CONTRACTOR employee, subcontractor employee or Streetcar Operator applicants who accrue four or more points in twelve (12) months, six or more points in twenty-four (24) months or eight or more points in thirty-six (36) months shall drive any AUTHORITY vehicle until their points count falls below the threshold. Any person whose Motor Vehicle Record contains any two point violation or has an outstanding failure to appear or failure to pay violation will not be eligible to work on the AUTHORITY's project. Point counts are to be included in employee/driver files.

B. Drug and Alcohol Testing

The CONTRACTOR shall comply at a minimum with the requirements of the Drug Free Workplace Act of 1988. Testing shall be conducted pursuant to the FTA regulation, 49 CFR Part 655, that mandates, under certain circumstances, urine drug testing and breath alcohol testing and the U.S. Department of Transportation (USDOT) standards for the collection and testing of urine and breath specimens, 49 CFR Part 40, as amended.

The regulations include requirements for pre-employment, post-accident, reasonable suspicion, DOT recertification or biennial physical examination, return-to-duty, and for random testing of employees in safety sensitive positions. Additionally, subcontractors performing safety sensitive tasks are subject to the regulations and it shall be the responsibility of the CONTRACTOR to ensure this testing is conducted.

AUTHORITY requires that those safety sensitive employees employed by the CONTRACTOR for the performance of services under this Agreement (i.e., those employees employed by CONTRACTOR directly for AUTHORITY) be tested at a rate of 50% drug and 20% alcohol annually.

C. Cal/OSHA

CONTRACTOR shall comply with all Cal/OSHA requirements.

SECTION 11: DATA COLLECTION AND REPORTING REQUIREMENTS

CONTRACTOR must develop and implement database tools and data reconciliation policies and processes that will ensure integrity of the reporting data.

CONTRACTOR shall prepare and submit monthly operating reports as indicated below. As per the contractual Performance Standards, monthly operating reports are to be submitted to AUTHORITY, with the monthly service invoice(s) on or before the 15th business day of the following month.

A. Monthly Run Level Detail Report and Service Summary

CONTRACTOR shall develop for AUTHORITY approval, and, once approved, shall use a Monthly Run Level Detail Report to document daily, by run, the service date, run number, employee ID number, employee first name, employee last name, vehicle number, run pull out time, run pull out odometer, run start time, run start odometer reading, lunch start time, lunch end time, end of run time, end of run odometer, run pull in time, run pull in odometer, run passenger count, total hours, total miles, revenue vehicle hours, revenue vehicle miles and missed service.

B. Early Submission Monthly System Maintenance Report

Within seven (7) business days of the end of the reporting period, CONTRACTOR shall file with AUTHORITY an Early Submission Monthly Maintenance Report, to include, at a minimum, the following components:

1. Major Mechanical System Failure Report
2. Mean Distance Between Failures
3. Other Mechanical System Failures

This will be followed and augmented by the monthly maintenance reporting required in Section 5: Vehicle Maintenance.

C. National Transit Database (NTD) Reporting

The FTA requires public transit agencies to annually report specified operating, performance, and vehicle data as a condition of receipt of federal funding. The CONTRACTOR will collect and provide to AUTHORITY all information required for development of the AUTHORITY's annual NTD reporting and verification. CONTRACTOR will submit monthly NTD reports directly to NTD, with a copy to AUTHORITY. CONTRACTOR must understand the provisions of the FTA's NTD Safety and Security Reporting Requirements. All NTD monthly Reporting is to be reflected in NTD annual required reporting. Reporting includes but is not limited to the following:

1. NTD Reporting

- a. Form A-20 Transit Way Mileage
- b. Form A-30 Revenue Vehicle Inventory
- c. Form S-10 Service Forms
- d. Form S-20 Fixed Guideway Segments
- e. Form R-10 Employees Forms
- f. Form R-20 Maintenance Performance
- g. Form F-30 Operating Expense
- h. Form F-40 Operating Expense Summary

2. Reporting Schedule

- a. Days of Service Operated and Headways
- b. Direction and Route Miles
- c. Trains in Operation
- d. Passenger Cars in Operation
- e. Total Actual Train Miles
- f. Total Actual Revenue Miles
- g. Train Deadhead Miles
- h. Total Actual Train Hours
- i. Total Actual Train Revenue Hours
- j. Train Deadhead Hours
- k. Total Actual Passenger Car Miles
- l. Total Actual Passenger Revenue Miles
- m. Passenger Car Deadhead Miles
- n. Total Scheduled Passenger Car Revenue Miles
- o. Total Actual Passenger Car Hours
- p. Total Revenue Passenger Car Revenue Hours
- q. Passenger Car Deadhead Hours

3. Assist in the development and revision of forms as required and/or directed by AUTHORITY

- a. Form A-10 Station and Maintenance Facilities
- b. Form B-10 Identification
- c. Form B-20 Contracts
- d. Form B-30 Contractual Relationship
- e. Form F-10 Funds Expended and Funds Returned
- f. Form F-20 Use of Capital

4. Monthly Reporting

- a. Form MR-10 Mode Service Operated
- b. Form MR-20 Ridership Activity/Safety/Security
- c. Mandatory APC Sampling and Certification in accordance with NTD Sampling Manual

D. Monthly Accident Summary

CONTRACTOR must submit to AUTHORITY a summary of all accidents and incidents that occurred during the month on an Accident and Incident Log. CONTRACTOR shall submit an Accident Frequency Ratio (AFR) Report, fiscal year Accident Data Record and NTD Report.

CONTRACTOR must submit to AUTHORITY a summary of all OSHA reportable injuries/accidents that occurred during the month. CONTRACTOR shall also provide the monthly man-hours and calculate their monthly injury/illness rate and a rolling annual year to date injury rate.

E. Monthly Drug and Alcohol Compliance Summary

CONTRACTOR must supply a monthly compliance report to the AUTHORITY that identifies the testing and compliance effort details taken to ensure compliance with 49 CFR Part 655. CONTRACTOR shall supply the Authority all other such compliance reports as required by 49 CFR Part 655 and as required by the AUTHORITY.

F. Employee Information and Badge Requirements

CONTRACTOR shall populate, update, and transmit to AUTHORITY a full employee roster every thirty (30) days, to include the following information on each employee:

1. Name
2. Position
3. Hire Date
4. Terminations
5. Employee ID/Badge Number

AUTHORITY will use this information as the basis for issuing employee badges. Lost badges are subject to a \$30 replacement fee. CONTRACTOR shall notify AUTHORITY within twenty-four (24) hours of any employee separated from service.

G. Monthly Customer Comment Reporting

As requested by AUTHORITY, and pursuant to AUTHORITY's Customer Comment Process detailed in EXHIBIT 10, CONTRACTOR shall provide to AUTHORITY responses to all customer comments, using the AUTHORITY-provided C³ software application, within ten (10) days of the date the comment was generated by AUTHORITY's Customer

Relations department,. AUTHORITY will generate a monthly comment summary report indicating the number of valid comments, comments that have been considered “not valid,” and compliments for the month. The summary report will also include documentation of the month’s valid comments against the established contractual performance standard. Utilizing the existing system, CONTRACTOR shall be provided comments and complaints as released by AUTHORITY’s Customer Relations Section on a daily basis.

H. Ri2

Ri2 is a software program that allows Operators to input route-specific information, such as schedule (i.e., connectivity issues, etc.), stop condition/concerns, passenger concerns, and route obstructions (i.e., trees, etc.). AUTHORITY will provide the CONTRACTOR with a dedicated computer for the purpose of Operator entries into Ri2.

I. System Audit and Inspection Rights

CONTRACTOR will provide the AUTHORITY, and any Person designated by AUTHORITY, access to CONTRACTOR’s Personnel and to CONTRACTOR-owned Facilities for the purpose of performing audits and inspections of CONTRACTOR, CONTRACTOR Personnel and/or any information relating to the Services provided pursuant to this Agreement, including federal requirements. Such audits, inspections and access may be conducted to: (a) verify the accuracy of charges and invoices; (b) examine CONTRACTOR’s performance of the Services; (c) monitor compliance with the terms of this Agreement; and (d) any other matters reasonably requested by AUTHORITY. CONTRACTOR shall provide full cooperation to AUTHORITY and its designated Persons in connection with audit functions and examinations by regulatory authorities. All audits and inspections will be conducted during business hours (except with respect to Services that are performed during off-hours). CONTRACTOR shall promptly respond to and rectify the deficiencies identified in and implement changes suggested by any audit or inspection report.

1. System Audits and Records Retention

CONTRACTOR shall permit the AUTHORITY, CPUC, and FTA’s authorized representatives to examine, audit, and analyze all data and records related to the project. The CONTRACTOR shall collect data, perform surveys, and retain data consistent with local, state, and federal standards to monitor and report on OC streetcar transit service and ridership and respond to any and all Local, County, State and Federal reporting requirements. Notwithstanding such requirements, CONTRACTOR shall retain all records for a minimum of seven (7) years.

CONTRACTOR will be responsible for collecting FTA NTD and CPUC data and other pertinent system, ridership, maintenance and performance data and related information and will assist AUTHORITY in submission of NTD reports and will be responsible for full compliance with current NTD reporting requirements including records retention.

CONTRACTOR will collect, verify, and submit data in a timely and compliant manner. Backup documentation from CONTRACTOR shall be provided upon request and CONTRACTOR shall attest to its accuracy, responding to questions as necessary.

For each Streetcar, CONTRACTOR shall implement the following record-keeping requirements:

- a. For each streetcar operated on each day, CONTRACTOR shall complete a full computer record as soon as practicable but no later than 4:00 am of the next day, including: departure time from initial terminal; arrival time at final terminal, duration and location of any delays or unusual circumstances occurring enroute; identification of all crew members and identification of all equipment used.
- b. The final format of these records/reports shall be determined jointly by AUTHORITY and CONTRACTOR.
- c. CONTRACTOR shall be required to maintain a record of all on-track equipment movements and ensure that all records and reports are prepared and transmitted as required by policy and procedure.
- d. CONTRACTOR shall be required to maintain a Train Dispatching Log and that all records and reports are prepared and transmitted as required by policy and procedure.
- e. CONTRACTOR shall maintain all FTA-required logs and records including but not limited to: logs of train movements, grade-crossing failures, and notes of extraordinary and unusual events.
- f. CONTRACTOR's personnel shall produce all reports required by FTA, CPUC, APTA, and other applicable laws, rules and regulations.
- g. CONTRACTOR shall provide promptly copies of any records relating to train dispatching and train operations and/or functions.
- h. CONTRACTOR shall maintain all training and qualification records for current and previous employees.
- i. CONTRACTOR shall provide promptly copies of any records relating to training and qualification of current and previous employees.

Maintaining Electronic Records/Logs

- a. All communications to and from the dispatch center shall be recorded including all telephone lines, radio transmissions and other communications. CONTRACTOR'S system shall be required to integrate with AUTHORITY'S current recording system.
- b. AUTHORITY may task CONTRACTOR with logging, temporary storage, and sending to permanent archival any recording media used for recorded telephone conversations, radio transmissions and other communications.
- c. AUTHORITY shall provide to CONTRACTOR the consumables required to maintain temporary storage and any agreements for permanent archival of the recording media.

2. Document Control

AUTHORITY's policies, procedures, protocols, processes, standards, plans, and guidelines must be fully documented, enforced by the General Manager at all levels. As documents are updated, a new revision section or other approved document control methodology is added to define its particular revision cycle. All departments are required to review their posted procedures and update as required to comply with FTA configuration management and document control standards.

As appropriate, Operations and Maintenance Managers shall develop documentation and provide substantive changes as required to all such documents with input from the Safety and Security Manager, and other appropriate stakeholders as warranted by the underlying content (such as outside subject matter experts or vendors). In compliance with the OC Streetcar's Configuration Management SOP, the AUTHORITY provides final review and approval.

J. Accident Investigations and Repairs

1. Accident Investigations

Vehicles that have been involved in an accident must be investigated in accordance with 49 CFR 659 and the SSO General Orders as outlined in the SSPP and applicable policy and standard operating procedures

2. Accident Repairs

Vehicles damaged due to accidents shall be promptly reported to AUTHORITY and repaired by the CONTRACTOR. In cases where major repairs (defined as damages in excess of \$1,000) are to be performed, pre-approval is required by AUTHORITY Project Manager. All body and glass damages are the sole responsibility of the CONTRACTOR and shall be repaired within thirty (30) days from the date of the accident or the date when the damage was first identified. If an extension of time is necessary, requests must be submitted in writing to the designated AUTHORITY Project Manager. CONTRACTOR shall develop for AUTHORITY's approval criteria for removing a streetcar vehicle from service based on operability and safety considerations that result from vehicle damage.

CONTRACTOR shall keep a weekly Body Damage Repair Log to be compiled into the Monthly Vehicle Body Damage Repair Summary. Work orders for all vehicle body-damage repairs shall include at a minimum the vehicle number, date, mileage, vehicle hours, technician-completing work, time spent, parts used, outline of work completed, and pictures of AUTHORITY-owned vehicle damage prior to repairs.

3. Vehicle Painting

Some of the exterior painting required on streetcar vehicles can be performed by removing individual body panels and sending them off-site to be painted. If on-site painting is required, CONTRACTOR shall comply with South Coast Air Quality

Management District regulations, and any other applicable laws and regulations.

K. Accident/Incident Reporting

CONTRACTOR must notify the AUTHORITY immediately of any of the following accidents/incidents:

1. Collisions between a streetcar vehicle and another vehicle, person or object;
2. Passenger accidents, including falls to passengers who are entering, occupying or exiting the vehicle;
3. Inappropriate behavior on-board the vehicle;
4. Disturbances, exclusion, fainting, sickness, deaths, or assaults.
5. Accidents the driver witnesses;
6. Vandalism to the vehicle while in-service;
7. Passenger complaints of injury or property damage or other circumstances likely to result in the filing of claims against the CONTRACTOR or the AUTHORITY;
8. Any passenger, driver and service complaint that arises from an accident; and
9. Loss of service or a major incident that will likely receive media coverage.

The CONTRACTOR shall ensure proper documentation and follow up on any accidents or incidents, where appropriate, to ensure that any unresolved safety hazards or liability issues are addressed. Copies of reports prepared for any of the above must be received by AUTHORITY Project Manager and AUTHORITY's Risk Management Department designee within twenty four (24) hours of the time the accident/incident occurred, regardless of the day of the week or holiday.

SECTION 12: SAFETY AND SECURITY

A. Safety

In addition to CONTRACTOR's own safety procedures, CONTRACTOR shall implement and enforce all safety requirements that are regulated, standard in the industry, and/or required by AUTHORITY, as articulated in EXHIBIT H of the Agreement, entitled Safety Specifications. CONTRACTOR shall comply with all federal safety requirements, including FTA's Safety Management Systems and SMS safety certification requirements for all employees that have safety oversight responsibilities.

CONTRACTOR shall observe all regulatory required and AUTHORITY safety work rules, sexual harassment prevention policies, and drug- and alcohol-free environment expectations while on property and/or while on duty.

CONTRACTOR shall comply with AUTHORITY's Smoke-Free Workplace Policy (EXHIBIT 7f) and, pursuant to that policy, shall adopt a smoke-free workplace policy to protect and enhance indoor air quality and to contribute to the health and well-being of all employees. Additionally, the use of all tobacco products, chewing tobacco, and electronic cigarettes is banned from the OCTA work place. This includes but is not limited to office buildings, operations and maintenance buildings, warehouses, and station platforms. Smoking will only be permitted in areas designated by CONTRACTOR and in accordance with local, state and federal laws.

B. Safety and Security Review Committee (SSRC)

The CONTRACTOR SSRC is responsible for deciding and resolving all issues related to safety, security, and certification requirements for the OC Streetcar start-up and operation. The CONTRACTOR SSRC composition shall include three (3) AUTHORITY representatives as voting members (Safety Officer, Security Officer, and Streetcar Program Manager).

C. Safety-critical Rules and Procedures

CONTRACTOR shall adhere to all safety-critical rules and procedures. CONTRACTOR shall conduct, document, and update training for all safety-certified personnel to ensure compliance and organization-wide understanding and reinforcement for following safety procedures.

Safety-critical rules and procedures include, but are not limited to:

- a. Public Transportation Agency Safety Plan (PTSAP)
- b. System Safety Program Plan (SSPP)
- c. Hazards Management Plan (HMP)
- d. Internal Audit Program Plan (IAPP)
- e. Corrective Action Program Plan (CAPP)
- f. Accident/Incident Investigation Plan (AIIP)
- g. System Security and Emergency Preparedness Plan (SSEPP)

- h. Rulebooks
- i. Manuals
- j. Operations Standard Operating Procedures (SOPs)
- k. Maintenance Standard Maintenance Procedures (SMPs)
- l. Drug and Alcohol Program Plan
- m. Procurement
- n. Support Function Plans and Procedures including those associated with the CPUC's and OC Streetcar-related tasks

SECTION 13: INFORMATION TECHNOLOGY

A. Information Technology Services

The CONTRACTOR shall be responsible for providing and managing the manpower and resources to effectively and competently operate and maintain its own technology assets. The CONTRACTOR shall be capable and responsible for adapting to evolutions in the technology assets. The CONTRACTOR is responsible for all training and certifications required to effectively and competently operate and maintain such assets.

Working with AUTHORITY Project Manager, the CONTRACTOR shall participate in strategic planning with other AUTHORITY representatives to address and plan future technology needs in the operation over the term of the contract.

B. Information Technology Assets Provided by AUTHORITY

AUTHORITY shall provide the following assets and resources to be operated and managed by the CONTRACTOR:

1. Cable Plant for LAN Applications

AUTHORITY's MSF, available for use to host CONTRACTOR's operation, will be wired for local and wide area network applications, including Category 5 and Category 6 twisted pair and fiber optic/copper cabling. The MSF Operation and IT rooms, secured by intrusion detection and controlled access (card reader) system, exist to host LAN/WAN networks, servers, workstation computers, and UPS hardware in support of AUTHORITY'S operation. AUTHORITY shall have access to these facilities. CONTRACTOR shall ensure these rooms are secured at all times. All of the equipment provided by CONTRACTOR must be visibly labeled in order to clearly differentiate it from AUTHORITY-owned equipment.

2. Server Computer Hardware

AUTHORITY shall supply server computer hardware in support of the software applications that are required to be housed locally at the MSF.

3. Networking Gear

AUTHORITY shall supply networking gear (Cisco routers and switches) to support a segment of AUTHORITY network at the MSF required to support the application access described herein. AUTHORITY shall manage and maintain this networking gear.

4. Uninterruptible Power Supplies

AUTHORITY shall supply commercial-grade uninterruptible power supplies to protect the servers and networking equipment from electrical surges along with having the backup

capacity to allow for graceful shutdowns of servers during the course of a power outage. CONTRACTOR is responsible to procure standalone units as required for computer backup.

5. Wide Area Network (WAN) Communications

AUTHORITY shall supply and manage WAN communications between AUTHORITY's headquarters in Orange, CA and the MSF.

6. Future Information Technology Assets

As a practice, AUTHORITY provides for annual software and hardware maintenance agreements with the appropriate firms for assets that are deployed during the contract period.

7. Other Software Assets

At AUTHORITY's direction, the CONTRACTOR shall be required to learn and use additional software applications (HASTUS, C3, Ri2, etc.) that shall be maintained and managed by AUTHORITY.

8. C³ – Comments/Compliments/Complaints

C³ is a Microsoft Access/SQL Server-based application that is used to record, track, and manage customer feedback on all AUTHORITY services, to include the streetcar services. This application shall be delivered to the CONTRACTOR via a Citrix "thin client" solution.

9. On-board Video Surveillance System (OBVSS)

AUTHORITY will provide and install hardware to be utilized for AUTHORITY staff to monitor the OBVSS activities. CONTRACTOR may be required to download, transmit, and preserve onboard video. AUTHORITY will provide all required maintenance to OBVSS equipment. If equipment was subject to abuse or misuse by CONTRACTOR, CONTRACTOR shall reimburse AUTHORITY for the cost of any required repairs or replacement. CONTRACTOR will notify AUTHORITY of any detected malfunction in the OBVSS and work with AUTHORITY to facility repair by AUTHORITY. CONTRACTOR shall be responsible for maintenance and repair of all video systems used in the operation of the streetcar vehicle.

10. Video Surveillance at Station Platforms and MSF

AUTHORITY will provide, install, monitor, and maintain video surveillance systems at station platforms and the MSF. CONTRACTOR will be provided access to monitor this system if requested.

C. CONTRACTOR's Responsibilities for Information Technology

The CONTRACTOR shall be responsible for providing and managing all other IT assets required to support its Project. The CONTRACTOR shall be responsible for standard IT practices and functions that result in safe, reliable, secure and efficient IT services.

1. Computing Security

The CONTRACTOR shall employ rigorous security practices to ensure a safe computing environment that protects the CONTRACTOR's respective network and IT assets, and AUTHORITY's network and IT assets.

The CONTRACTOR shall not, without AUTHORITY approval, remove confidential customer data from the MSF on portable devices such as laptop computers, portable hard drives, or USB thumb drives. The CONTRACTOR shall make it a priority to protect the confidentiality of sensitive customer data.

2. Standard Business Software

CONTRACTOR shall be responsible for providing all software required for general administrative and business support of CONTRACTOR Project. At a minimum, this must include the most current version of Microsoft Office that is compatible with the version used by AUTHORITY, containing Microsoft Word, Microsoft Excel, Microsoft Access, and Microsoft PowerPoint. The contractor shall be responsible for providing the necessary desktop computers to host these applications.

3. Radio Communications

The AUTHORITY's Integrated Transit Management System (ITMS) shall provide voice and data radio communications services for all assigned revenue vehicles, and hand-held mobile radios. CONTRACTOR shall provide maintenance of all AUTHORITY-provided equipment including damages and/or repairs resulting from CONTRACTOR negligence, misuse/abuse, or loss.

CONTRACTOR shall provide data inputs required by ITMS to function properly, including:

1. Employee file export with, at minimum, the employee's first and last name and employee number. The employee number shall be 7 digits; and
2. Operator assignment export with badge and work assignment data. This export will need to occur daily and each time a change in assignment occurs.

All provided exports shall conform to the AUTHORITY's ITMS data specification which details data format. The exports shall be placed on a network folder or FTP site designated by AUTHORITY.

SECTION 14: TRANSITION TO SUBSEQUENT CONTRACTOR

CONTRACTOR must cooperatively participate in the transition of this service to a new contractor if necessary. No less than forty-five (45) days prior to a new contractor starting, participation is necessary in meetings, transfer of records, access to property, access to equipment and other areas as deemed necessary by AUTHORITY Project Manager.

A transition period is defined as the 60- to 90-day period prior to the contract expiration date. CONTRACTOR shall participate in the smooth transition of service to a new provider in such a manner as to ensure service continuity.

During the transition phase, AUTHORITY staff shall conduct several meetings with the CONTRACTOR and the new provider to discuss specific requirements, records, and vehicle transition events and the period in which they must occur. As requested by AUTHORITY, CONTRACTOR must make pertinent records accessible to both AUTHORITY and new provider within three (3) days of AUTHORITY's request.

AUTHORITY-owned property and facilities shall be subject to a transition inspection and acceptance upon transition to a new provider.

SECTION 15: OPTIONAL WORK PACKAGES

A. Station Stop Maintenance and Repair

AUTHORITY's Request for Proposals solicits optional work for the cleaning and repair of station stops. If AUTHORITY accepts CONTRACTOR's proposal for this work, CONTRACTOR'S responsibilities for this task will include:

1. Emptying trash receptacles as needed, no less frequently than 3 times per week;
2. Removing trash, leaves, dirt, and other debris from all areas designated as part of each station stop, as needed, but no less frequently than 5 times per week;
3. Power-washing platform and shelter at monthly, or more frequently if needed;
4. Conducting concrete sealing annually;
5. Removing, pursuant to AUTHORITY standards and procedures, all markings, flyers, graffiti, or other unauthorized materials from all station stops, furniture, fixtures, and from ticket vending machines.
6. Reporting to AUTHORITY and immediately repairing any physical damage to the station stops, their truncated domes or curb edge, or their furniture or fixtures.
7. Reporting immediately to AUTHORITY any damage to surveillance equipment or ticket vending machines.

Locations and schematic drawings of all station stops are shown in EXHIBIT 11.

EXHIBITS

- EXHIBIT 1 OC Streetcar Operations and Maintenance Plan
- EXHIBIT 2 Bus/Rail Interface Plan
- EXHIBIT 3 Detail of OC Streetcar Vehicles
- EXHIBIT 4 Initial Supply of Spare Parts, Tools, and Equipment
 - 4a Streetcar Vehicle Spares, Tools, and Equipment
 - 4b MSF Spares, Tools, and Equipment
 - 4c System Spares, Tools, and Equipment
- EXHIBIT 5 MSF Facility and Site Plans
 - 5a MSF Site, Building, and Vehicle Wash Plans
 - 5b MSF Building & Vehicle Wash Code Analysis
- EXHIBIT 6 Lost and Found Procedures
- EXHIBIT 7 OCTA Human Resources Policies
 - 7a Workplace Violence Prevention Policy
 - 7b Code of Conduct Policy
 - 7c Drug and Alcohol Policy
 - 7d Zero Tolerance Policy on the Use of Electronic Devices for Coach Operators
 - 7e Zero Tolerance Policy on the Use of Electronic Devices for Maintenance Employees
 - 7f OCTA Smoke-Free Workplace Policy
 - 7g Employee Standards and Requirements
- EXHIBIT 8 Maps: PE Right-Of-Way No Clearance Areas
- EXHIBIT 9 Red Tag Vehicle Materials
 - 9a Red Tag Vehicle Policy
 - 9b Red Tag Vehicle Flyer
- EXHIBIT 10 OCTA Customer Comment Policy and Process
- EXHIBIT 11: Station Stop Platform Details

EXHIBIT B: COST AND PRICE SUMMARY FORMS

PRICE SUMMARY SHEET

REQUEST FOR PROPOSALS (RFP) 8-2039

All rates are “fully loaded”, i.e., includes all overhead, general costs, administrative costs and profit.

DRAFT

Company Name:

RFP 8-2039

Date:

PRICE SUMMARY – Start-Up and Pre-Revenue
OC Streetcar O&M Services

Instructions:

1. Please complete fields highlighted in yellow.
2. For items highlighted in blue, please specify.

FIXED RATE		Start-up		Pre-revenue	
DESCRIPTION					
A1. Management and Direct Oversight Wages					
Labor wages to include all fringe benefits and applicable employee taxes					
General Manager		\$	-	\$	-
Operations Manager		\$	-	\$	-
Maintenance Manager		\$	-	\$	-
Safety and Security Manager		\$	-	\$	-
Other: _____					
Other: _____					
Subtotal Management and Direct Oversight Wages/Bene/Other		\$	-	\$	-
A2. Operations					
Direct Labor Wages/Benefits/Taxes					
OPERATIONS		FTE	Rate	FTE	Rate
		Qty	\$	Qty	\$
Operations Supervisor(s)			-		
Operators (Drivers)					
Safety and Training					
Other: _____					
Other: _____					
Subtotal for Operations Direct Lab Wages/Bene/Other		\$	-	\$	-
A3. MAINTENANCE		Qty	\$	Qty	\$
Vehicle Maintainers					
Other: _____					
Other: _____					
Subtotal for Maintenance Direct Lab Wages/Bene/Other		\$	-	\$	-
Subtotal for Direct Labor		\$	-	\$	-
B. Materials and Supplies					
Other: _____					
Other: _____					
Subtotal for Materials and Supplies Costs		\$	-	\$	-
C. Casualty/Liability Insurance Cost					
Insurance					
Other: _____					
Other: _____					
Other: _____					
Subtotal Insurance Cost		\$	-	\$	-
D. Taxes/Permits/Licenses					
Other: _____					
Other: _____					
Subtotal Taxes/Permits/Licenses		\$	-	\$	-
E. Equipment Costs					
Telephone Service (Administrative)					
Computer Hardware		\$	-		
Software		\$	-		
Telecommunications Equipment		\$	-		
Other: _____		\$	-		
Other: _____		\$	-		
Subtotal Equipment Costs		\$	-	\$	-
F. Operations and Maintenance (O&M) Equipment Cost					
Other: _____		\$	-	\$	-
Other: _____		\$	-	\$	-
Subtotal O&M Equipment Cost		\$	-	\$	-
G. Maintenance					
Parts		\$	-	\$	-
Other: _____		\$	-	\$	-
Subtotal O&M Maintenance Cost		\$	-	\$	-
H. Miscellaneous Expense					
Facility Repair/Maintenance		\$	-	\$	-
Other: _____		\$	-	\$	-
Other: _____		\$	-	\$	-
Other: _____		\$	-	\$	-
Subtotal Miscellaneous Expense Costs		\$	-	\$	-
I. Subtotal Fixed Costs					
(A+B+C+D+E+F+G+H)		\$	-	\$	-
J. Management Fee/Profit					
K. Total Fixed Costs (I+J)		\$	-	\$	-
L. (Optional) Station Maintenance Expense		\$	-	\$	-
M. Total Number of Months			7		9
N. Total Fixed Rate Cost Per Month (K/M)		\$	-	\$	-

Company Name:

RFP 8-2039
PRICE SUMMARY - FIXED RATE
OC Streetcar

EXHIBIT B

- Instructions:
1. Please complete fields highlighted in yellow.
 2. For items highlighted in blue, please specify.

FIXED RATE		REVENUE Operations Year 1 (12 Months)	REVENUE Operations Year 2 (12 Months)	REVENUE Operations Year 3 (12 Months)	REVENUE Operations Year 4 (12 Months)	REVENUE Operations Year 5 (12 Months)	OPTION 1 Year 1 (12 Months)	OPTION 1 Year 2 (12 Months)	OPTION 2 Year 1 (12 Months)	OPTION 2 Year 2 (12 Months)
DESCRIPTION										
A. Management and Direct Oversight Wages Labor wages to include all fringe benefits and applicable employee taxes	General Manager									
	Operations Manager									
	Maintenance Manager									
	Safety and Security Manager									
	Other: _____									
	Other: _____									
	Other: _____									
Subtotal Direct Labor Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B. Depreciation Costs										
	Other: _____									
	Other: _____									
	Other: _____									
	Other: _____									
Subtotal Depreciation Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C. Casualty/Liability Insurance Cost	Insurance									
	Other: _____									
	Other: _____									
	Other: _____									
	Other: _____									
Subtotal Casual/Liability Insurance Cost		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D. Equipment Costs	Telephone Service (Administrative)									
	Computer Hardware									
	Software									
	Telecommunications Equipment									
	Other: _____									
	Other: _____									
	Other: _____									
Subtotal Equipment Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
E. Miscellaneous Expense	Facility Repair/Maintenance									
	Other: _____									
	Other: _____									
	Other: _____									
	Other: _____									
Subtotal Miscellaneous Expense Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
F. Subtotal Fixed Costs										
	(A+B+C+D+E)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Management Fee/Profit									
	Total Fixed Costs (F+G)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	(Optional) Station Maintenance Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
I. % Year to year increase										
	Total Number of Months	12	12	12	12	12	12	12	12	12
	Total Fixed Rate Cost Per Month (H/I)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Company Name:

RFP 8-2039

PRICE SUMMARY - VARIABLE RATE

OC Streetcar

EXHIBIT B

Instructions:

1. Please complete fields highlighted in yellow.
2. For items highlighted in blue, please specify.

RVH VARIABLE RATE		REVENUE	REVENUE	REVENUE	REVENUE	REVENUE	REVENUE	REVENUE	REVENUE	OPTION 1	OPTION 1	OPTION 2	OPTION 2	OPTION 2
DESCRIPTION		Operations Year 1 (12 Months)	Operations Year 2 (12 Months)	Operations Year 3 (12 Months)	Operations Year 4 (12 Months)	Operations Year 5 (12 Months)	OPTION 1 Year 1 (12 Months)	OPTION 1 Year 2 (12 Months)	OPTION 2 Year 1 (12 Months)	OPTION 2 Year 2 (12 Months)	OPTION 2 Year 2 (12 Months)	OPTION 2 Year 2 (12 Months)	OPTION 2 Year 2 (12 Months)	OPTION 2 Year 2 (12 Months)
A. Operations Direct Labor Wages/Benefits/Taxes OPERATIONS	FTE Qty													
	Rate \$													
	Operations Supervisor(s)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Operators (Drivers)													
	Safety and Training													
Other: _____														
Other: _____														
Subtotal for Operations Direct Lab Wages/Bene/Other		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MAINTENANCE														
Vehicle Maintainers														
Other: _____														
Other: _____														
Subtotal Direct Lab Wages/Bene/Other		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Direct Lab Wages/Bene/Other Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B. Materials & Supplies	Uniforms													
	Miscellaneous Supplies													
	Other: _____													
	Other: _____													
	Other: _____													
Subtotal Materials & Supplies		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C. Taxes/Permits/Licenses	Taxes/Permits/Licenses													
	Vehicle Parts Sales Tax													
	Other: _____													
	Other: _____													
	Other: _____													
Subtotal Taxes/Permits/Licenses Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D. Casualty / Liability Insurance	Casualty / Liability Insurance													
	Insurance													
	Other: _____													
	Other: _____													
	Other: _____													
Subtotal Casualty Insurance Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
E. Operations and Maintenance (O&M) Equipment Costs	Operations and Maintenance (O&M) Equipment Costs													
	Equipment													
	Other: _____													
	Other: _____													
	Other: _____													
Subtotal Equipment Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
F. Maintenance	Maintenance													
	Parts													
	Other: _____													
	Other: _____													
	Other: _____													
Subtotal Maintenance Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
G. Subtotal Variable (A+B+C+D+E+F)	Subtotal Variable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	(A+B+C+D+E+F)													
	Management Fee/Profit (Overhead)													
	Total Variable Expenses (G+H)													
	% Year to year increase	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
H. Total Revenue Vehicle Hours (RVH)	Total Revenue Vehicle Hours (RVH)	31,408	31,408	31,408	31,408	31,408	31,408	31,408	31,408	31,408	31,408	31,408	31,408	31,408
	Total Rate Per RVH (I/J)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Total Rate Per RVH (up to 20% increase in hours)													

Company Name:

- Instructions:
- 1. Please complete fields highlighted in yellow.
 - 2. For items highlighted in blue, please specify.

RVH VARIABLE RATE		REVENUE Operations Year 1 (12 Months)	REVENUE Operations Year 2 (12 Months)	REVENUE Operations Year 3 (12 Months)	REVENUE Operations Year 4 (12 Months)	REVENUE Operations Year 5 (12 Months)	OPTION 1 Year 1 (12 Months)	OPTION 1 Year 2 (12 Months)	OPTION 2 Year 1 (12 Months)	OPTION 2 Year 2 (12 Months)
DESCRIPTION										
M. Total Rate Per RVH (up to 20% decrease in hours)										

- 1 I acknowledge receipt of RFP 8-2039 and Addenda No. (
- 2 This offer shall remain firm for days from the date of proposal.
(Minimum of 180)

COMPANY NAME

ADDRESS

TELEPHONE

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR

NAME AND TITLE OF PERSON
AUTHORIZED TO BIND OFFEROR

DATE SIGNED

EXHIBIT C: PROPOSED AGREEMENT

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PROPOSED AGREEMENT NO. 8-2039

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

THIS AGREEMENT is effective as of this _____ day of _____, 2020, by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, CA 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 operations and maintenance services for the OC Streetcar Project;

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

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

WHEREAS, CONTRACTOR wishes to perform these services; and

WHEREAS, AUTHORITY's Board of Directors authorized this Agreement on _____;

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 that are incorporated herein, constitutes the complete and exclusive statement of the terms and conditions of the 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.

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

8 **ARTICLE 2. AUTHORITY DESIGNEE**

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

11 **ARTICLE 3. ORDER OF PRECEDENCE**

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

- 13 (1). the provisions of this Agreement, including all exhibits;
14 (2). the provisions of RFP 8-2039;
15 (3). CONTRACTOR's proposal dated _____ and Best and Final Offer dated
16 _____; and
17 (4). all other documents, if any, cited herein or incorporated by reference.

18 **ARTICLE 4. SCOPE OF WORK**

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

23 B. CONTRACTOR shall initially provide the persons named below to perform the
24 corresponding functions shown, which persons are hereby designated as "Key Personnel" under this
25 Agreement. In the event CONTRACTOR needs to replace the key personnel for cause or due to
26 employee's resignation or promotion, CONTRACTOR shall submit a resume to AUTHORITY for any

1 proposed replacement candidate and AUTHORITY will require an interview of the proposed
2 replacement candidate. AUTHORITY has the right to remove a General Manager and other Key
3 Personnel with or without cause after providing notice to the CONTRACTOR.

Names	Functions
	General Manager
	Operations Manager
	Safety and Security Manager
	Maintenance Manager

11 C. No person named in paragraph B of this Article, or his/her successor approved by
12 AUTHORITY, shall be removed or replaced by CONTRACTOR, nor shall his/her agreed-upon function
13 or level of commitment hereunder be changed, without the prior written consent of AUTHORITY.

14 D. If AUTHORITY becomes dissatisfied with the performance of any person designated as
15 "Key Personnel" or with any operator performing under this Agreement, AUTHORITY shall notify
16 CONTRACTOR in writing. Within ten (10) working days of receipt of such notice, CONTRACTOR shall,
17 at its sole discretion, either propose a replacement person for evaluation and approval by AUTHORITY
18 or present to AUTHORITY a plan for correcting the incumbent's performance deficiencies within a period
19 of thirty (30) days thereafter. If AUTHORITY rejects the plan presented by CONTRACTOR or if the
20 incumbent's performance deficiencies are not corrected to AUTHORITY's satisfaction within the 30-day
21 plan period approved by AUTHORITY, then CONTRACTOR shall, within ten (10) working days after
22 rejection of the plan or expiration of the 30-day plan period, propose to AUTHORITY a replacement
23 person for evaluation and approval by AUTHORITY.

24 E. Should the services of any Key Personnel become no longer available to CONTRACTOR,
25 the resume and qualifications of the proposed replacement shall be submitted to AUTHORITY for
26 approval as soon as possible, but in no event later than seven (7) calendar days prior to the departure of

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

4 F. If CONTRACTOR should find it necessary in the future to replace or reassign
5 CONTRACTOR's "Key Personnel" positions, CONTRACTOR shall consult with AUTHORITY in order to
6 secure its written concurrence on CONTRACTOR's replacement for the position.

7 G. If, during the course of normal employee turnover, the position of the General Manager,
8 Operations Manager, Maintenance Manager, or Safety and Security Manager remains open for a period
9 in excess of forty-five (45) calendar days, the AUTHORITY may deduct the salary and benefits, as
10 described in Exhibit A: Scope of Work, plus a penalty of \$1,000.00 per day for every day in which the
11 position remains unfilled beyond the first forty-five (45) calendar days.

12 **ARTICLE 5. TERM OF AGREEMENT**

13 A. This Agreement shall commence on _____ and shall continue in full force and effect
14 through _____, (Startup, Pre-Revenue Operations and Revenue Operations Term (Initial Term))
15 unless earlier terminated as provided elsewhere in this Agreement.

- 16 1. Startup shall commence on _____;
- 17 2. Pre-Revenue shall commence on _____; and
- 18 3. Revenue Operations shall commence on _____.

19 B. AUTHORITY, at its sole discretion, on not less than six (6) months' prior written notice,
20 may elect to extend the term of this Agreement for an additional twenty-four (24) months commencing
21 _____ and continuing through _____, ("First Option Term"), and thereupon require
22 CONTRACTOR to continue to provide services, and otherwise perform, in accordance with Exhibit A and
23 at the rates set forth in Exhibit B: Cost and Price Forms, which are attached to and, by this reference,
24 incorporated in and made a part of this Agreement.

25 C. AUTHORITY, at its sole discretion, on not less than six (6) months' prior written notice,
26 may elect to extend the term of this Agreement (as amended) for an additional twenty-four (24) months

1 commencing _____ and continuing through _____ ("Second Option Term"), and
2 thereupon require CONTRACTOR to continue to provide services, and otherwise perform the services
3 governed by this Agreement, in accordance with Exhibit A and at the rates set forth in Exhibit B, which
4 are attached to and, by this reference, incorporated in and made a part of this Agreement.

5 D. AUTHORITY's election to extend this Agreement beyond the Initial Term shall not
6 diminish its right to terminate the Agreement for AUTHORITY's convenience or CONTRACTOR's default
7 as provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period
8 extending from execution by both parties, through _____, which period encompasses the Initial
9 Term, First Option Term, and Second Option Term.

10 **ARTICLE 6. PAYMENT**

11 A. As a material inducement to AUTHORITY to enter into this Agreement, CONTRACTOR
12 represents and warrants that it has thoroughly and independently investigated and considered the Scope
13 of Services and fully understands the difficulties, costs, and restrictions in performing the work and in
14 entering into this Agreement and is not relying on any representations by AUTHORITY other than those
15 set forth herein. CONTRACTOR represents that it is experienced in performing the work and warrants
16 that its cost proposal reflects its independent investigation of the work to be performed. CONTRACTOR
17 further warrants that the work can and will be performed in accordance with such cost proposal during
18 the entire term of this Agreement.

19 B. AUTHORITY shall pay CONTRACTOR for the services described in Exhibit A: Scope of
20 Work. The rates are based on the costs provided in the "Price Summary Sheets" as shown in Exhibit B.

21 C. During the pre-revenue service, payment will be lump sum. The total lump sum will be
22 paid in monthly installments.

23 D. During revenue service, payments will include three components:

- 24 (1) The Fixed Monthly Rate shall be based on the contracted monthly fixed costs for
25 providing a specified number of annual hours of revenue service, as described in
26 Article 9 below, and in Section 1 of the Scope of Work.

1 (2) The Variable Hourly Service Rate will be established to reflect the costs of services
2 that can change monthly with variations in hours of service provided.

3 (3) Pass-through Costs or Reimbursements will reflect AUTHORITY-approved
4 purchases made by CONTRACTOR.

5 (4) Payments due to CONTRACTOR are subject to incentives and penalties as
6 provided in Article 10 of this Agreement.

7 E. During each billing period, CONTRACTOR shall meet the performance standards as
8 specified in Article 10. Failure to meet these standards shall result in the application of the specified
9 penalties against CONTRACTOR's billing-period invoice(s). AUTHORITY will monitor performance of
10 CONTRACTOR against the performance measures stated in Article 10 to ensure that the standards that
11 have been established are appropriate and fair.

12 F. On or before the fifteenth (15th) business day after the close of the billing cycle,
13 CONTRACTOR shall submit an invoice for the services provided to AUTHORITY with a copy to the
14 Project Manager, itemizing CONTRACTOR's full and complete performance under this Agreement for
15 the previous period. The invoice shall include all costs incurred by subcontractors. Each invoice shall
16 follow a format provided by the AUTHORITY and CONTRACTOR and shall be submitted electronically
17 to AUTHORITY's Account Payable Department at vendorinvoices@octa.net and shall cite the following:

- 18 1. Agreement No. 8-2039;
- 19 2. Specify service for which payment is being requested;
- 20 3. The time period covered by the invoice;
- 21 4. The amount of payment requested and all relevant back-up documentation,
22 including monthly operations summaries;
- 23 5. Weekly certified payroll for personnel subject to prevailing wage requirements, if
24 applicable;
- 25 6. Certification signed by the CONTRACTOR or his/her designated alternate that
26 a) The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The

1 backup information included with the invoice is true, complete and correct in all material respects; c) All
2 payments due and owing to subcontractors and suppliers have been made; d) Timely payments will be
3 made to subcontractors and suppliers from the proceeds of the payments covered by the certification
4 and; e) The invoice does not include any amount which CONTRACTOR intends to withhold or retain from
5 a subcontractor or supplier unless so identified on the invoice;

6 7. Any other information as agreed or otherwise requested by AUTHORITY to
7 substantiate the validity of the invoice.

8 AUTHORITY shall remit payment within thirty (30) days of receipt and approval of each invoice. If any
9 portion of the invoice is disputed by AUTHORITY, AUTHORITY agrees to reimburse CONTRACTOR for
10 all undisputed costs. Disputed costs shall be resolved in 30 days and be included in the subsequent
11 month's payment to CONTRACTOR.

12 G. Adjustments to these payments may be made for CONTRACTOR performance that falls
13 below require Performance Standards as set forth herein and in Exhibit A: Scope of Work.

14 **ARTICLE 7. PROMPT PAYMENT CLAUSE**

15 A. CONTRACTOR agrees to pay each subcontractor for the satisfactory work performed
16 under this Agreement, no later than ten (10) calendar days from the receipt of each payment
17 CONTRACTOR receives from AUTHORITY. AUTHORITY reserves the right to request the appropriate
18 documentation from CONTRACTOR showing payment has been made to the subcontractors. Any delay
19 or postponement of payment from the above referenced time frames may occur only for good cause
20 following written approval by AUTHORITY.

21 B. Failure to comply with this provision or delay in payment without prior written approval
22 from AUTHORITY will constitute noncompliance, which may result in appropriate administrative
23 sanctions, including, but not limited to a penalty of two percent (2%) of the invoice amount due per month
24 for every month that payment is not made in accordance with this Article.

25 C. These prompt payment provisions must be incorporated in all subcontract agreements
26 issued by CONTRACTOR under this Agreement.

1 **ARTICLE 8. MAXIMUM OBLIGATION**

2 A. Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and
3 CONTRACTOR mutually agree that AUTHORITY's maximum cumulative payment obligation (including
4 obligation for CONTRACTOR's profit) shall be _____, which shall include all amounts
5 payable to CONTRACTOR for its subcontracts, leases, materials and costs arising from, or due to
6 termination of, this Agreement.

7 1. The Maximum Obligation for Pre-Revenue Services shall be: \$_____.
8

9 2. The Maximum Obligation for Revenue Service Operations shall be \$_____.
10

11 **ARTICLE 9. REVENUE VEHICLE HOURS**

12 A revenue vehicle hour shall be defined as any sixty-minute increment of time, or portion thereof,
13 that a vehicle is available for passenger transport within CONTRACTOR's established hours of service,
14 including layover time. A vehicle is available for passenger transport from the time it arrives at its first
15 pickup location no earlier than the scheduled start time for a route and ends when it arrives at the end of
16 a scheduled route, excluding any meal breaks, service breaks, mechanical breakdowns, and time a
17 vehicle is down due to an accident. AUTHORITY plans for CONTRACTOR to provide _____ revenue
18 vehicle hours annually, subject to increases or reductions as specified in Section 1 of the Scope of Work.

19 **ARTICLE 10. PERFORMANCE STANDARDS**

20 During the term of this contract, AUTHORITY may review the standards established for the
21 CONTRACTOR and OC Streetcar services to ensure that those standards remain appropriate. In
22 consultation with the CONTRACTOR, AUTHORITY may, at its discretion, adjust standards, incentives
23 and disincentives to ensure and encourage increased efficiency and improved performance of services.

24 A. Incentives and Disincentives

25 Disincentives will be assessed, and incentives awarded on a monthly basis and reflected on the service
26 invoice. When a penalty is assessed pursuant to the performance measures outlined below,
CONTRACTOR shall be given an opportunity to demonstrate that it could not reasonably have prevented
the condition generating the penalty. CONTRACTOR failures to meet the standards, when caused by

actions of AUTHORITY staff, natural disasters, or extreme and unusual weather, or traffic conditions, shall be considered not preventable. Any such claim must be supported by adequate documentation provided by the CONTRACTOR. If AUTHORITY determines that the situation was not preventable, then the penalty shall be waived.

AUTHORITY's decision to waive the assessment of any penalty shall in no way affect AUTHORITY's right or intent to assess a penalty for a similar failure in the future and shall in no way affect the CONTRACTOR's obligation to meet the associated performance standard. Continued non-performance by the CONTRACTOR and/or serious violation of service standards may result in assessment of disincentives up to and including termination of contract.

Category	Standard	Incentive	Disincentive	Comment
On-Time Performance (OTP)	Departures from End of Line (EOL) Stations within 1 minute of schedule.	+1% of monthly fixed rate for each full percentage point above 93% on time	-1% of monthly fixed rate for each full percentage point below 90% on time	OTP measured by departures from EOL stations utilizing report information generated from the ITMS communications system, calculated monthly. No penalty for delays caused by factors beyond CONTRACTOR's control or for late arrival at EOL.
Late Pull Out	Operator departure from yard within 5 minutes of scheduled pull out time.	None	\$1000 for every late pull out.	Pull out times monitored utilizing report information generated from the ITMS communications system, calculated monthly. No penalty for delays caused by factors beyond CONTRACTOR's control

Category	Standard	Incentive	Disincentive	Comment
Valid Complaints	A Valid Complaint is one verified by AUTHORITY to be factually accurate, related to action or inaction or inaction of CONTRACTOR, and indicative of a failure to follow approved SOPs and Rulebook.	\$100 for keeping the number of valid complaints below one per 7000 (seven thousand) passengers	\$100 for each valid complaint over one per 7000 (seven thousand) passengers	Threshold established by dividing monthly passengers by 7000. Number of valid comments above or below Threshold results in penalty or incentive.
Accident/ Incident Reporting	Verbal report to AUTHORITY within 4 hours; written reports pursuant to OCTA Policy.	None	\$10,000 per accident not reported as required.	Unreported accidents may result in contract termination
Preventable Accidents	No more than five (5) preventable accidents per 12-month rolling period	None	1% of monthly fixed rate for each preventable accident over 5.	Penalty and/or incentive is calculated monthly
Key Positions	CONTRACTOR shall fill all Key Positions as defined within the Scope of Work.	None	Deduct salary and benefits plus \$1,000 per day for each position unfilled beyond 30 days.	
Operations & Maintenance Inspections	Meet CPUC/ RTSB requirements	None	\$25,000 for each occurrence of failing a terminal inspection, "unsatisfactory" (U rating).	Based on the annual or any interim RTSB Terminal Inspections
Reports	CONTRACTOR shall submit monthly reports on time, no later than 15th business day of following month.	None	\$100 per day for each day beyond 15th business day of following month for each late report.	

Category	Standard	Incentive	Disincentive	Comment
Preventive Maintenance on Streetcars	100% of PMIs done within required intervals.	None	\$100 per day for each vehicle operated after scheduled PMI. \$200 per day for vehicles operated more than 3 days or 500 miles past scheduled PMI.	Measured by AUTHORITY review of monthly maintenance reports; also subject to random audits.
Damage to Streetcars	AUTHORITY-owned equipment shall be free of accident or other damage.	None	\$100 per vehicle / day for each vehicle with interior or exterior damage not repaired within thirty (30) days from date of damage.	Measured by AUTHORITY review of monthly maintenance reports; also subject to random audits.
Missed trips	No scheduled trips are to be missed.	\$100 per month for zero occurrences.	\$100 per occurrence	Penalty and/or incentive is calculated monthly.

ARTICLE 11. PERFORMANCE BOND

A. As partial security against CONTRACTOR's failure to satisfactorily fulfill all of its obligations under this Agreement, CONTRACTOR shall establish a performance bond in favor of AUTHORITY.

B. The bond shall be in the amount of ten percent (10%) of the full expected costs of the services to be performed each year during the term of the Agreement and shall be renewed annually. The surety shall be executed by a corporate surety authorized to conduct business as a surety in the State of California. If at any time this Agreement is amended, the amount of the bond shall be increased or decreased accordingly.

C. The performance bond shall meet the following requirements:

- (1.) Be established prior to payment of any invoices for work performed under this Agreement;
- (2.) Identify AUTHORITY and Agreement No. 8-2039 for which the performance bond is provided;
- (3.) Shall be valid for the "Initial Term" of the Agreement. For each option term, following the "Initial Term" of this Agreement, a new bond shall be issued prior to the expiration of the