AGREEMENT BETWEEN VENTURA COUNTY TRANSPORTATION COMMISSION AND CASE SYSTEMS INCORPORATED

THIS AGREEMENT is made and entered into this _____ day of _____, 2015, by and between the Ventura County Transportation Commission, acting at its capacity as the Service Authority Freeway Emergencies (hereinafter referred to as "SAFE") and Case Systems Incorporated, (hereinafter referred to as "CONTRACTOR")

WITNESSESSETH

WHEREAS, SAFE requires CONTRACTOR'S services to install, maintain and repair motorist aid call boxes on freeways, highways, and other locations within the boundaries of Ventura County and; WHEREAS, said services cannot be performed by the regular employees of SAFE and; WHEREAS, CONTRACTOR has represented it has the necessary experience, expertise and personal and desires to perform such services; and

WHEREAS, performing the services for SAFE by CONTRACTOR is authorized by the provisions of Sections 2552 and 2554 of the Streets and Highway Codes of the State of California:

NOW IT IS MUTUALLY AGREED AND UNDERSTOOD by SAFE and CONTRACTOR as follows:

1. STATEMENT OF AGREEMENT

SAFE hereby engages CONTRACTOR, and CONTRACTOR hereby accepts such engagement, to perform the services on the terms and conditions herein described and for the compensation herein provided, all as set forth in Attachment A (Scope of Work) to this agreement. CONTRACTOR hereby warrants that it has the qualifications, experience and facilities to properly perform said services and hereby agrees to undertake and complete the performance thereof for the professional services as an independent contractor, and it does not render CONTRACTOR as employee of the SAFE for any purpose whatsoever. CONTRACTOR shall at all times retain the status of independent contractor.

2. DESCRIPTION OF SERVICES

The services to be performed by CONTRACTOR are those set forth in the Scope of Work in Attachment A and further clarified in Attachment B, Case Proposal dated April 23, 2015, of this Agreement.

3. COMPENSATION

SAFE shall pay CONTRACTOR based on a flat fee of \$33.00 per call box per month for preventive and corrective maintenance of call boxes including knockdowns and repairs and shall not exceed \$18,480 per month based on the current total number of callboxes, 560. Should Safe reduce the total number of callboxes the per box fee and monthly not to exceed amount shall be in accordance with Table 3.1 below.

| Table 3.1 | | | | |
|-----------------------|-------------|-------------|-------------|-------------|
| Units/(Reductions) | 560 (0%) | 504 (10%) | 476 (15%) | 420 (25%) |
| Price per box | \$33.00 | \$33.99 | \$34.65 | \$35.31 |
| Monthly not to exceed | \$18,480.00 | \$17,130.96 | \$16,493.00 | \$14,830.00 |

These rates shall be subject to annual Consumer Price Index (CPI) adjustments each April 1st and are acknowledged to include CONTRACTOR's direct labor costs, indirect costs, and profit.

Knockdown and Vandalism Repairs, the flat rate shall include at no extra cost to the SAFE the costs to repair and replace knockdowns equal to ten percent (10%) of the average number of active call boxes

during the contract period ("included knockdowns"). Any knockdown repairs above the included knockdowns during a contract period shall be charged to the SAFE on a time and materials basis, using the prices stated in the Price Proposal Form, as they may have been modified over time. An additional \$20,000 per year is reserved for repairs exceeding the ten percent of the active call boxes. This amount will be authorized for payment based on actual costs submitted by CONTRACTOR.

Temporary Removals and Reinstallations, the flat rate shall include at no extra cost to the SAFE the costs to temporarily remove and, when directed by the Executive Director, reinstall sites equal to three percent (3%) of the average number of active call boxes during the contract period ("included removals/reinstallations. Included removals/reinstallations shall be counted from the beginning of each contract period until the applicable percentage is reached. Any removals/reinstallations above the included removals/reinstallations during a contract period shall be charged to the SAFE on a time and materials basis, using the prices stated in the Price Proposal Form, as they may have been modified over time.

CONTRACTOR will bill SAFE monthly for expenses incurred during the month. SAFE will pay CONTRACTOR within thirty (30) days of receipt of invoice and monthly progress report. Each invoice shall be supported by an itemized statement of costs claimed to have been incurred by CONTRACTOR in the performance of the Agreement during the period covered by such invoice.

4. KNOCKDOWNS, VANDALISMS, RELOCATION FORCE MAJEURE

- 4.1 <u>System knockdown, Vandalism, and Other Events:</u> maintenance repairs and/or replacements required as a result of damage by vandalism, or other willful acts, collisions and other accidents and other such causes (including an intrusion) will be performed by CONTRACTOR. If no foundation work is required, CONTRACTOR shall have the call box placed back in service by 4 p.m. on the same day events are reported by 8 a.m. on a work day. For events reported after 8 a.m. the call box shall be operable by 4 p.m. on the first work day that foundation repairs are complete. For events reported on a holiday or weekend, the call box shall be repaired by 4 p.m. on the first work day if no foundation work is required or by 4 p.m. on the second work day following determination foundation work is required.
- 4.2 <u>System Removals and Reinstallations:</u> CONTRACTOR agrees to remove call boxes from existing locations on an as-needed basis to accommodate freeway construction and other projects at the request of SAFE. SAFE retains ownership of boxes authorized for removal and CONTRACTOR shall make all removed call boxes available for reinstallation. Relocation of a call box will include, but is not limited to, removing the call box and mounting from its existing location and installing it at a new location as directed by SAFE.
- 4.3 <u>Reinstalls/Deferred Installations Coordination:</u> CONTRACTOR shall coordinate the removal, deactivation and storage of call boxes as requested by Caltrans or the SAFE Project Manager. CONTRACTOR shall also maintain proper inventory documentation and coordinate setting, re-installation and deferred installation tasks including permitting, site approval, installation and activation. CONTRACTOR shall coordinate activities to expedite the re-installation of call box sites after Caltrans construction projects are completed. CONTRACTOR is not responsible for design work should any be necessary for the reinstallation of call boxes at new locations.
- 4.4 <u>Force Majeure:</u> Any event beyond the control of the CONTRACTOR and not due to an act or omission of CONTRACTOR that materially and adversely affects CONTRACTOR's obligations hereunder and which event (for the effects of which event) could not have been avoided by due diligence and use of reasonable efforts by CONTRACTOR shall be deemed a "Force Majeure Event, "including the following:
 - Any earthquake, hurricane, flood or other natural disaster;
 - Any epidemic, blockade, rebellion, war, riot, act of sabotage, or civil commotion, disastrous or extensive fire or explosion.
 - The suspension termination, interruption, denial or failure to obtain, renew or amend any permit SAFE is responsible for obtaining;
 - Any change in a governmental rule or regulation, or change, in the judicial or administrative interpretation of a governmental rule or regulation, or adoption of any new governmental rule or

- regulation that by its nature imposes additional or delay on CONTRACTOR and that was not reasonably foreseeable at the Proposal Date; and
- Any lawsuit seeking to restrain, enjoin, challenge, or delay construction of the project or the granting or renewal of any governmental approval.

In the event that any corrective or other maintenance work is required due to the occurrence of a Force Majeure Event, CONTRACTOR shall be compensated for all such work on a time and material basis in accordance with Attachment B Case Proposal Price List, which is subject annually CPI adjustments each April 1. The most current Ventura Price List shall apply to work performed under this Agreement.

5. MATERIALS, WORKMANSHIP, LABOR, INSPECTIONS

- 5.1 Material and Workmanship: All materials, parts and equipment furnished by CONTRACTOR shall be high grade and free from defects. Quality of work shall be in accordance with generally accepted standards. Materials and work quality shall be subject to the SAFE Project Managers' or a designated representative's approval. CONTRACTOR shall be responsible for storing and maintaining materials in a manner that preserves their quality and fitness for use on the Project.
- <u>5.2</u> <u>Labor:</u> Only competent workers shall be employed for tasks under this Agreement. Any person found by SAFE to be incompetent, disorderly, working under the influence of alcohol or controlled substances, unsafe or otherwise objectionable shall be removed by CONTRACTOR and not re-employed for services under this Agreement.
- Inspections: All performance (including services, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and approval by the SAFE Project manager or a designated representative. Any SAFE authorized representative shall have access to the Ventura County field office.

6. ASSIGNMENT AND SUBCONTRACTING

This agreement is for professional services and CONTRACTOR may not assign its rights under this agreement nor delegate the performance of its duties without the SAFE's prior written consent.

CONTRACTOR shall complete all professional services under this Agreement and as set forth in Attachment A. CONTRACTOR may assign duties to another subcontractor upon prior written consent of the SAFE. Any assignment or delegation without SAFE's prior written consent shall be void.

7. RELATIONSHIP OF THE PARTIES

CONTRACTOR shall at all times retain the status of independent contractor. CONTRACTOR shall represent the will of SAFE only as to the results of the subject matter of this agreement, and not as to the manner in which the services herein are performed, except as provided in Attachment A. CONTRACTOR shall have complete control and responsibility over the details and performance of the services herein required to complete the agreement, and in no event shall CONTRACTOR be considered an officer, agent, servant or employee of SAFE.

8. INSURANCE AND BONDING

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Scope and limit of Insurance

Coverage shall be at least as broad as:

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$5,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$2,000,000** per accident for bodily injury and property damage.

Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

Professional Liability (Errors and Omissions): Insurance appropriates to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$3,000,000 aggregate.

If the contractor maintains higher limits than the minimums shown above, Ventura County SAFE requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

Ventura County SAFE, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects Ventura County SAFE, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Ventura County SAFE, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to Ventura County SAFE.

Waiver of Subrogation

Contractor hereby grants to Ventura County SAFE a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by Ventura County SAFE. Ventura County SAFE may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Further, if the Consultant's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies (note – should be applicable only to professional liability, see below) If any of the required policies provide claims-made coverage:

- 1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
- 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish Ventura County SAFE with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Ventura County SAFE before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Ventura County SAFE reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

Ventura County SAFE reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Note: Professional liability insurance coverage is normally required if the Contractor is providing a professional service regulated by the state. (Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc.). However, other professional Contractors, such as computer or software designers, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk management or insurance advisors.

Bonding

CONTRACTOR shall provide the following bonds from an AM Best A-VII-rated surety admitted in the State of California:

- A. A performance bond in the amount of \$1,000,000; and
- B. A payment (labor and materials) bond in the amount of any approved subcontract. materials) bond in the amount of any approved subcontract

9. INDEMNIFICATION

Notwithstanding the existence of insurance coverage required of CONTRACTOR pursuant to this contact, CONTRACTOR shall save, keep, indemnify, hold harmless and defend SAFE and its appointed and elected officials, officers, employees and agents, from every claim or demand made and every liability, loss damage or expense of any nature whatsoever and all costs or expenses incurred in connection therewith, which arise at any time, by reason of damage to the property of, or personal injury to, any person, occurring or arising out of the performance of CONTRACTOR, its officers, agents or employees, including but not limited to, its subcontractors, of the work required pursuant to this agreement, occasioned by any alleged or actual negligent or wrongful act or omission by CONTRACTOR including any such liability imposed by reason of any infringement or alleged infringement of rights or any person or persons, firm or corporation, in consequence of the use in the performance of CONTRACTOR of the work hereunder of any article or material supplied in stalled pursuant to this agreement.

CONTRACTOR will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorney's fees incurred in connection herewith;

CONTRACTOR will promptly pay any judgment rendered against SAFE, its officers, agents or employees for any such claims, damages, penalties, obligations or liabilities; and,

In the event SAFE, its officers, agents or employees is made party to any action or proceeding filed or prosecuted against CONTRACTOR for such damages or other claims arising out of or in connection with the sole negligence or wrongful acts of CONTRACTOR hereunder, CONTRACTOR agrees to pay SAFE, its officers, agents, or employees, any and all costs and expenses incurred by SAFE, its officers, agents or employees in such action or proceeding, including but not limited to, reasonable attorney's fees.

10. PRODUCTS

Except to the extent provided herein, all products prepared by CONTRACTOR as described in the Scope of Work become the sole property of the SAFE upon completion of this agreement.

Data Furnished by SAFE: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("SAFE Data") made available to the CONTRACTOR by SAFE for use by the CONTRACTOR in the performance of its services under this agreement shall remain the property of SAFE and shall be returned to SAFE at the completion or termination of this agreement. No license to such SAFE Data, outside of the Scope of Work of the Project, is conferred or implied by the CONTRACTOR's use or possession of such SAFE Data. Any updates, revisions, additions or enhancements to such SAFE Data made by the CONTRACTOR in the context of the Project shall be the property of SAFE.

Ownership of Work Product: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("Work Product") written or produced by the Consultant under this agreement and provided to SAFE as a deliverable shall be the property of SAFE. Consultant will be required to assign all rights in copyright to such Work Product to SAFE.

Personnel and Level of Effort: Personnel assigned to the work will be specified in an attachment to the agreement. No substitution of personnel will be allowed without prior written approval of SAFE.

Subcontracts: No subcontracting of any or all of the services to be provided by Consultant shall be allowed without prior written approval of SAFE. SAFE is under no obligation to approve any subcontractors.

Consultant's Records: Consultant shall keep complete and accurate books, records, accounts and any and all work products, materials, and other data relevant to its performance under this Agreement. All

such records shall be available to SAFE for inspection and auditing purposes. The records shall be retained by Consultant for a period of not less than four (4) years following the fiscal year of the last expenditure under this agreement.

Proprietary Rights. SAFE acknowledges that all intellectual property and proprietary rights of any type whatsoever, including without limitation all patent rights, copyright rights, trade secrets and/or know how, contained in or used by any hardware, software, and firmware provided to SAFE hereunder or used or developed by CONTRACTOR to provide services to SAFE under this Agreement (collectively The "CONTRACTOR Proprietary Rights") belong solely and exclusively to CONTRACTOR. Nothing contained in this Agreement shall be construed to convey any rights or proprietary interest in CONTRACTOR'S Proprietary Rights to SAFE, except as specifically granted herein. CONTRACTOR hereby grants to SAFE a non-exclusive, non-transferable, royalty free license to use the software provided by CONTRACTOR in CONTRACTOR's performance of its obligations hereunder for the term of this Agreement. Specifically with respect to CONTRACTOR's maintenance database, the scope of this license shall be limited to use exclusively by no more than three (3) different users at SAFE or subcontractors of SAFE, identified by position or name in writing to CONTRACTOR from time to time, and for use solely as contemplated by this Agreement. Should CONTRACTOR provide any deliverable or part of a deliverable that contains software to which a third party holds a copyright, Contractor hereby warrants the existence of a right on the part of CONTRACTOR and SAFE use of such software.

11. NON-DISCRIMINATION

CONTRACTOR shall not discriminate in the hiring of employees or in the employment of subcontractors on the basis of sex, race, religion, age, natural origin, handicap, or any other basis prohibited by law.

12. ATTORNEY'S FEES

In the event an action is filed by either party to enforce rights under this agreement, the prevailing party shall be entitled to recover a reasonable attorney's fee in addition to any other relief granted by the court.

13. TERMINATION BY SAFE

This agreement may be terminated by the SAFE at any time upon thirty (30) days' written notice to CONTRACTOR. In full discharge of any obligation to CONTRACTOR in respect of this agreement and such termination, the SAFE shall pay for the costs and non-cancelable commitments incurred prior to the date of termination and fair closeout costs in accordance with Article 4. CONTRACTOR shall take all reasonable steps to minimize termination

If CONTRACTOR becomes insolvent, assigns or subcontracts the work without SAFE's prior approval, does not deliver the work specified in this agreement or fails to perform in the manner called for, or fails to comply with any other material provision of this agreement, SAFE may terminate this agreement for default. Termination shall be effected by serving a ten (10) day advance written notice of termination on CONTRACTOR, setting forth the manner in which CONTRACTOR is in default. If CONTRACTOR does not cure the breach or propose a plan and schedule for curing the breach acceptable to SAFE within the ten (10) day period, SAFE may terminate this agreement.

SAFE shall pay the CONTRACTOR.for completed work as described above, except that (i) in no event shall SAFE be required to compensate the CONTRACTOR for defaulted work, and (ii) any amounts paid shall be offset by any costs incurred by SAFE to correct or complete work required under this agreement, including the difference between CONTRACTOR's price for this agreement and any higher price paid to another contractor retained to complete the work.

If it is determined by SAFE that CONTRACTOR's failure to perform resulted from unforeseeable causes beyond the control of CONTRACTOR, such as a strike, fire, flood, earthquake or other event that is not the fault of, or is beyond the control of CONTRACTOR, SAFE, after setting up a new delivery or performance schedule, may allow CONTRACTOR to continue work, or treat the termination as a termination for convenience.

14. NOTICES

All notices to the SAFE under this Agreement shall be in writing and sent to:

Darren Kettle **Executive Director** Ventura County SAFE 950 County Square Drive, Suite 207 Ventura, CA 93003

All notices to CONTRACTOR under this Agreement shall be in writing and sent to:

Ms. Chrisann Lawson, Project Manager Case Systems, Incorporated 5 Goddard-Irvine, CA 92618

15. ENTIRE AGREEMENT, MODIFICATION, AND EFFECTIVE DATE

This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements and understandings related to this work. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by a party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statement or promise not contained in the Agreement shall not be valid or binding.

This Agreement may not be altered, amended, or modified except by a written instrument signed by the duly authorized representative of both parties.

This Agreement shall be effective as of July 1st 2015, and shall be effective until June 30th, 2018 with the option of renewal of an additional two years to June 30th, 2020.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

| CASE SYSTEMS INCORPORATED | VENTURA COUNTY SERVICE AUTHORITY FOR FREEWAY EMERGENCIES |
|--------------------------------|--|
| Ву | By Peter Foy |
| Title | Title: Chair |
| Approved as to form | |
| Steven Mattas, General Counsel | |

ATTACHMENT A

SCOPE OF WORK

Outline of Services

The services required by this Agreement shall consist of maintenance of the Ventura County's motorist aid call boxes and other related tasks as necessary to ensure proper functioning of the call box system.

CONTRACTOR shall meet with the Project Manager within 10 days of receipt of the Notice of Award of Agreement to provide the following (a) Certificate of Insurance (see article 9).

1.0 GENERAL

- 1.1 Plans and Specifications: CONTRACTOR shall keep at its VENTURA COUNTY field office a copy of all plans and specifications referred to herein, to which SAFE shall have access at all times. Any additional documentation or specifications for new equipment or processes (i.e. digital transceiver, TTY) shall also be kept by CONTRACTOR in the field office and be available for review by the SAFE Project Manager or SAFE designated representative.
- 1.2 Work to be done: CONTRACTOR shall perform all work necessary to maintain the SAFE motorist aid call box system in a satisfactory manner. Unless otherwise provided, CONTRACTOR shall furnish all materials, equipment, tools, labor and incidentals necessary to complete the services for the specified flat fee or established time and material fees.
- 1.3 <u>Rights of Entry and Permits:</u> SAFE shall be responsible for obtaining all rights of entry, encroachment permits and other licenses or permits required to perform the work hereunder.
- 1.4 <u>Condition of Site:</u> Throughout the term of the Agreement, CONTRACTOR shall keep call box sites clean and free of rubbish and debris. Materials and equipment shall be removed from the site as soon as they are no longer needed.
- 1.5 <u>Reuse of parts:</u> CONTRACTOR may reuse parts that have been damaged or replaced assuming CONTRACTOR is able to repair the parts so that the functionality is not degraded.
- 1.6 <u>Reserve Inventory:</u> CONTRACTOR is required to maintain that quantity of call box equipment, parts, and materials in stock in the Ventura County field office as maybe reasonably necessary to fulfill its duties under this Agreement.
- 1.7 <u>Storage of Materials:</u> CONTRACTOR shall store call box housings, electronics, poles and other appurtenances within the Ventura County filed office (as long as materials do not exceed said offices storage capacity) and CONTRACTOR"S field supervisor shall have responsibility for day-to-day coordination and reporting any problems associated with this inventory to the SAFE Project Manager.
- 1.8 <u>Communications:</u> CONTRACTOR shall ensure that the field supervisor has the necessary communication devices for interacting efficiently with the SAFE Project Manager or other designated representatives. The devices to be provided include but are not limited to a pager, cell phone, office phone and email services with the capability to send and receive Access or database equivalent files.

2.0 SYSTEM MAINTENACE ACTIVITIES

In this Agreement, "System" refers to all call boxes owned by SAFE. Only "System" call boxes (i.e. those with digital, TTY/TDD and no other ITS devices) shall be included in the monthly in-service counts under this Section. CONTRACTOR shall perform the following maintenance services:

2.1 <u>System Corrective Maintenance</u>: CONTRACTOR shall perform corrective maintenance as needed on the call boxes. Corrective maintenance requires that the CONTRACTOR be accessible to the California Highway Patrol (or other designated answering center) to report out- of service call boxes to CONTRACTOR. Corrective maintenance includes all repairs to the call box associated with the electronics, transceiver, power supply, (battery and solar panel) and the interface with the cellular system.

Upon notification that a call box is out of service from CHP, the call answering center, SAFE, or the maintenance computer, CONTRACTOR shall take the necessary action to restore it to a good operating condition, including the repair or replacement of parts, components and mountings as needed. Activities falling within the definition of "corrective maintenance" shall be performed by 4 p.m. on the same day for events reported by 8 a.m. on a work day. For events reported after 8 a.m. the call boxes shall be operable by 4 p.m. the following work day. Thus, for events reported on a holiday or weekend, the call box shall be repaired by 4 p.m. on the first work day following the notification of the event. CONTRACTOR shall provide management and field staff sufficient time to perform repairs on call boxes within the established period.

- 2.2 <u>System Preventive Maintenance</u>: CONTRACTOR shall perform a "preventive maintenance" field visit at least twice a year at approximately six month intervals as necessary to keep boxes clean and operational. CONTRACTOR shall notify the call answering center supervisor at the commencement of a major preventative maintenance cycle when a large portion of the call answering staff time will be required. The preventive maintenance activities shall include the following tasks:
 - Cleaning of call box housing as necessary(see below);
 - Replacement or addition of outdated, damaged or missing instruction placards and vandalism stickers:
 - Inspection and anti-corrosion treatment of external electrical connections;
 - Operational check of call box controls and system operational sequence including:
 - Open inner door (as necessary)
 - Perform test calls:
 - o Check outer door; handset and illumination for proper operations;
 - Check call connect light
 - Check push button; and
 - Check cellular antenna and cable
 - Minor cleaning of the surrounding area of the call box(includes minor pruning, pulling of weeds and debris removal);
 - Cleaning and bolt tightening for the call box sign;
 - Visual inspection of the solar panel's orientation and cleaning of the solar panel collecting surface:
 - Testing of the TTY/TDD device by completing all testing protocols and placing on a random basis a call to the designated answering point;
 - Maintenance of the callbox mounting pedestals or other devices used for mounting the call boxes on sound walls and bridge railings.

3.0 Knockdowns, Vandalisms, Relocation Force Majeure

- 3.1 <u>System knockdown, Vandalism, and Other Events:</u> maintenance repairs and/or replacements required as a result of damage by vandalism, or other willful acts, collisions and other accidents and other such causes (including an intrusion) will be performed by CONTRACTOR. If no foundation work is required, CONTRACTOR shall have the call box placed back in service by 4 p.m. on the same day events are reported by 8 a.m. on a work day. For events reported after 8 a.m. the call box shall be operable by 4 p.m. on the first work day that foundation repairs are complete. For events reported on a holiday or weekend, the call box shall be repaired by 4 p.m. on the first work day if no foundation work is required or by 4 p.m. on the second work day following determination foundation work is required.
- 3.2 <u>System Removals and Reinstallations:</u> CONTRACTOR agrees to remove call boxes from existing locations on an as-needed basis to accommodate freeway construction and other projects at the request of SAFE. SAFE retains ownership of boxes authorized for removal and CONTRACTOR shall make all removed call boxes available for reinstallation. Relocation of a call box will include, but is not limited to, removing the call box and mounting from its existing location and installing it at a new location as directed by SAFE.
- 3.3 <u>Reinstalls/Deferred Installations Coordination:</u> CONTRACTOR shall coordinate the removal, deactivation and storage of call boxes as requested by Caltrans or the SAFE Project Manager. CONTRACTOR shall also maintain proper inventory documentation and coordinate setting, re-installation and deferred installation tasks including permitting, site approval, installation and activation. CONTRACTOR shall coordinate activities to expedite the re-installation of call box sites after Caltrans construction projects are completed. CONTRACTOR is not responsible for design work should any be necessary for the reinstallation of call boxes at new locations.

4.0 SYSTEM MANAGEMENT

4.1 Call Box System Database maintenance and Updates: CONTRACTOR shall maintain an accurate upto date database containing the system specifications detailed in Exhibit A, System Installation Report Specification. CONTRACTOR shall also maintain an accurate, up to date database containing information on the entire call box system as detailed in Exhibit B "System Operation and Site Condition Form" CONTRACTOR shall provide SAFE with remote access to the Call Box System Database and the maintenance management system in an Access database file or similar compatible database file format. No more than three (3) different SAFE users shall be authorized to access the Call Box System Database, which users shall be identified in writing to CONTRACTOR by position or name from time to time as required

4.2 Call Box Maintenance Information

The Call Box System Database shall include maintenance information on the call box system. This information shall include:

- Description of all corrective maintenance visits including the call box sign number, date and time of
 work issue date, date and time of visit, and date and time work completed (different from the first visit)
 and description of work performed;
- Description of preventive maintenance visits including the call box sign number, date and time of visit, and description of work performed if it deviates from the standard preventive maintenance requirements;
- Description of other site work including, but not limited to the following: knockdowns; vandalism; sign
 repair; other repairs; site repairs; CHP reported; removals; reinstallations; and pad replacements.
 These entries should also include the work issue date and time (alarm date where applicable), site visit
 date and time, sign number, and date and time of completion; and
- Monthly summary report with the number of call box calls that were blocked by the cellular system or encountered a "system busy" response from the cellular network.

The Call box System Database shall include all information relating to system components. This information includes, but not limited to, controller card type, electronic serial number, transceiver model and type, and whether or not a call connected light or other ITS device is installed.

The Call Box System Database shall include electronic call box pictures and updated and complete latitude and longitude data. CONTRACTOR shall furnish all equipment and materials necessary to provide this data.

SAFE recognizes that the maintenance management system (hardware and software) is the property of CONTRACTOR and is being developed by CONTRACTOR at CONTRACTOR's sole expense.

5.0 Deliverables

Deliverable #1: Deliver annually an electronic file of the entire System Installed Report Specifications (as defined in Attachment A) in ASCII format to SAFE Beginning in July of 2011. Other updates shall be furnished upon request.

Deliverable #2: Deliver monthly an electronic file of the entire Call Box System Database (as defined in Exhibit B) to SAFE. Monthly update of call box system database to SAFE shall occur on the first Wednesday of each month starting in July 2015.

6.0 ADDITIONAL CALL BOX INSTALLATIONS

CONTRACTOR shall install additional call boxes along freeways, highways, toll roads, and other locations at SAFE's written request. Installation of additional call boxes shall include the furnishing of all labor, material and equipment necessary to place a new call box in service at the new location, and CONTRACTOR shall be compensated on a time and materials basis in accordance with Attachment B, Case Proposal Price List. The Price List is subject to annual CPI adjustments each April 1. The most current Universal Price List shall apply to work performed under this Agreement.

7.0 FINAL FIELD SURVEY AND SITE APPROVAL COORDINATION

SAFE shall be the primary point of contact for Caltrans permit issues related to system expansion and shall coordinate final field surveys and field review meetings to approve or modify call box locations with Caltrans, CHP, and SAFE. CONTRACTOR shall prepare and submit encroachment permit applications to Caltrans, as required. CONTRACTOR shall work with the SAFE Project Manager to secure blanket installation permits for regional installation programs. (See Exhibit B System Operation and Site Condition form).

EXHIBIT A

System Installed Report Specifications

- 1. Call Box/ Sign Number
- Automatic Number Identification Mile Post Mark
- 3.
- 4. Direction Installed on Highway

- Site Type
 Text Description of Location
 Text Description of Best Access
- 8. Mobile Identification Number (MIN) (Call Box Phone Number)
- 9. Latitude/Longitude and Differential Correction Method using Global positioning System (GPS)
- 10. Digital Photograph

Exhibit B System Operation and Site Condition Form

Sign Number
Installation Location Data
ANI
Telephone Number
Site Type
CHP Location Data
Date of Inspection
Time of Inspection
Notes

| Operational Tests | Yes/No | Visual Inspection | Yes/No |
|---|--------|---|--------|
| Handset sits in cradle properly | | Call box orientation correct | |
| Ringing is heard | | Outer door functions properly | |
| Full duplex communications is established | | Housing parts secure | |
| Audio quality good | | User instructions attached | |
| ANI requested by CHP and sent by call box | | Handset retaining mechanism functions | |
| ANI verified by CHP | | Handset cable armored | |
| Location data verified by CHP | | Anti-theft label attached | |
| Sign Number verified with CHP | | Weep hole clear | |
| Phone number verified with CHF | | Handset is hearing aid compatible | |
| Feedback audible during process | | Tamper-proof hardware used on solar panel | |
| Terminate command received by call box | | Solar panel hardware secure | |
| Call box connection terminated | | Solar panel correctly oriented and clear | |
| Site Inspection | Yes/No | Virtual Hold Testing | Yes/No |
| Handrail installed properly | | Virtual hold functions properly | |

| Handrail constructed properly | Full duplex dropped | |
|---|--|--------|
| Site not obstructed | Feedback heard in handset | |
| Site grading and preparation IAW plans | Beep heard in handset (CHP call back) | |
| Site retaining/foundation wall construction IAW plans Shoulder is 8 ft minimum | ction IAW plans Full duplex re-established ANI Requested by CHP and sent by call box | |
| Breakaway base orientation correct | TTY/TDDTESTING | Yes/No |
| Operations height limit set @ 54" | TTY/TDD wakes up/responds properly | |
| Pad height @ 1/2 above grade | TTY/TDD functions IAW specs | |
| Pad alignment and interact IAW plans | TTY/TDD terminates properly | |
| pposite box pairing within limits Add-on components | | Yes/No |



Proposal to Provide

Maintenance of the Call Box System



Proposal Submitted: April 23, 2015 3:00

p.m.

Prepared For:

Ventura County Transportation Commission ATTN: SAFE, Mr. Steve De George Planning Director 950 County Square Drive, Suite 207 Ventura, California 93003



Prepared By:

CASE Systems Inc. 5 Goddard Irvine, CA 92618

Phone: (949) 988-7500 Fax: (949) 988-7520

CASE Systems Inc. Authorized Negotiators:

NameTitlePhone NumberSebastian GutierrezPresident(949) 988-7501Chrisann LawsonVice President(949) 988-7504

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1. Transmittal Letter

Ventura County Transportation Commission ATTN: Mr. Steve DeGeorge 950 County Square Drive, Ste. 207 Ventura, CA 93003

Dear Mr. DeGeorge;

CASE Systems Inc. "CASE" is pleased to present our proposal in response to the Ventura County SAFE Request for Proposals To Provide Maintenance of the Ventura County Call box System.

CASE is a privately owned design and engineering company that manufactures solar powered, wireless call box systems and M2M solutions for the Transportation industry. Additionally, we provide full service maintenance for the products we manufacture. CASE is headquartered at 5 Goddard in Irvine, California and employs 26 professionals, administrative, and skilled field technicians.

CASE leases field offices in the following counties where we hold call box maintenance contracts: Ventura, San Diego, Los Angeles, Kern, San Bernardino, Alameda, Sacramento and Whitestone, NY. We perform day-to-day call box maintenance activities from our field offices for SAFE agencies and nationwide customers.

CASE was formed in April of 2008 by Sebastian Gutierrez, President and CEO, in order to acquire the Call Box Division (assets) of Comarco Inc. Mr. Gutierrez began with Comarco Wireless Technologies in 1996 as VP of the Call Box Division. In July 2008, the purchase of the Call Box Division from Comarco was completed and the business was renamed CASE Systems Inc. In the acquisition, CASE assumed the call box maintenance contracts and all assets, including the intellectual property of the division.

Mr. Gutierrez holds a BSE from Princeton University and an MBA from the University of Southern California. He assumes overall responsibility for developing and maintaining all aspects of the business.

Since our inception as a private entity, CASE has continued to successfully design, manufacture, install and maintain hundreds of new call boxes annually. In the past six years, CASE has sought to leverage our experience in designing and manufacturing new products in response to our clients' needs. We designed and deployed the first fully integrated solar satellite call box that uses the Iridium satellite technology to provide motorists aid in remote areas of the California deserts. CASE has also successfully integrated Bluetooth technology into call boxes that doubles as a motorist aid call box and also collects traffic travel time and speed information that is relayed to transportation planners.

In 2014, CASE introduced our new Blue Light Ephone; wireless emergency phones with a more contemporary look that are used on campuses, transit stations and parking lot applications. In 2014 we also successfully engineered and released our first AT&T lab certified 3G calling module. CASE engineered the radio upgrade kit in preparation of the AT&T 2G sunset scheduled for January 2016.

As the original manufacturer of the wireless, TTY call boxes used by the majority of the California SAFE agencies, CASE staff and field technicians have an unequalled investment in the product they represent. Roger Baden, Regional Supervisor and technician Eddie Franco have a combined 25 years of experience maintaining the Ventura call box system. They conduct the daily maintenance tasks for the system from



our Oxnard office that is equipped with a maintenance system that records and tracks all call box repairs and related data.

CASE Systems Inc. has the technical expertise, and years of experience maintaining the Ventura system and others like it which demonstrates our organization's unique qualifications for meeting the requirements described in the RFP. CASE takes great pride in maintaining the Ventura call box system and desires the opportunity to continue as the primary service contractor for the system through this response.

Sebastian Gutierrez, President and CEO and Chrisann Lawson, Vice President, are the contact persons during the period of proposal evaluation. Their offices are located at CASE Systems Inc. head office at 5 Goddard, Irvine, CA 92618.

This proposal shall remain valid for a period of not less than 150 days from the date of submittal. The individuals named below are authorized to negotiate and contract with the Commission on behalf of CASE Systems Inc.:

| <u>Name</u> | <u>Title</u> | <u>Address</u> | <u>Phone</u> | <u>Fax</u> | <u>Email</u> |
|------------------------|----------------|------------------|--------------|---------------|-------------------------------|
| Sebastian Gutierrez | President | 5 Goddard | 949.988.7501 | 949.988.7520 | sgutierrez@casesystemsinc.com |
| Chrisann Lawson | Vice President | Irvine, CA 92618 | 949.988.7504 | 949. 988.7520 | clawson@casesystemsinc.com |

We look forward to the opportunity to work with Ventura County SAFE on this important project.

Sincerely,

Chrisann Lawson Vice President CASE Systems Inc.



2. Experience & Qualifications

RFP Requirement:

A statement of the Proposer's experience and qualifications relevant to providing maintenance and other related services as requested under this RFP, which should be limited to three (3) pages. This section should clearly indicate that the Proposer meets the two minimum qualifications:

- A minimum of three (3) years' experience in maintaining call box systems or emergency roadside telephone systems with technology similar to call boxes;
- An office located in Ventura County

CASE Systems meets or exceeds the Minimum Qualifications necessary to be eligible to submit a proposal for this project.

- ✓ CASE employees have over 20 years' experience in design, manufacturing, installation and maintenance of 1000's of systems throughout California and across the U.S. with our design engineers working to improve and expand the life of your call box system.
- ✓ CASE has a leased office with warehouse space in Ventura County that is fully equipped with all the tools, inventory and maintenance computers necessary to maintain the Ventura call box system per the requirements stated in this RFP.
- ✓ CASE maintains an electronic maintenance system to record and track call box sites, repairs
 performed and archived maintenance data. The system was designed to allow SAFE Project
 Managers and designated staff easy internet access to view their system's service history, the
 latest maintenance services performed on each call box, and digital pictures of each site can be
 accessed through this system.

A. Experience and Qualifications-

CASE has a long history with the California SAFE statewide call box program. In fact, the majority of our employees have spent much of their work history with the call box programs while working for the early pioneers of the original product: GTE, Cubic, Comarco and CASE. Many of our employees average 20+ years direct experience in all aspects of product development, installation, maintenance and project management. Our long history spans from our involvement in the original call box design, to manufacturing and installing the majority of the SAFE statewide systems to manufacturing nearly every subsequent technology upgrade made to the systems over the years.

CASE is extremely familiar with the history of the Ventura call box system. Cubic Communications was the original supplier of the system when it was installed in1991. Comarco purchased the call box division from Cubic in 1997 and CASE assumed the contract from Comarco in 2008. CASE has continued providing maintenance to the system since 2008. Throughout the history of the system, one individual has held the unique and important role of being involved in every aspect of the Ventura call box system. Roger Baden, CASE Systems Regional Supervisor for the Ventura region, was one of the original Cubic technicians and has dedicated over twenty years of his work history ensuring that the Ventura Call Box system is maintained to the highest degree of reliability year after year. No one is more knowledgeable on the workings of the nearly 560 box system than Roger Baden. He and his staff have performed every upgrade, installation and maintenance task in the history of the system. Roger is also a well-respected and trusted resource to the County's partnering agencies such as Caltrans, CHP and AT&T Wireless. He is experienced in filing Caltrans permits, troubleshooting AT&T cellular issues and responding promptly to CHP requests. Roger's hours of call box field experience are unmatched. Over the years he has been involved in several large systemwide upgrades and has completed well over 1000 ADA site retrofits for various SAFE agencies.





Highway 101 and La Conchita bikepath

CASE recently completed a special project for Ventura SAFE installing 16 call boxes on Highway 101 and the La Conchita bike path. Roger and CASE engineers designed a custom Z plate hardware to mount two boxes on a single pole in order to provide phone access to both motorists and bikers. A picture of one of the successful installations is shown above.

Roger is joined by field technician Eddie Franco, who joined CASE in early 2014. Eddie performs daily field maintenance on the system and assists Roger with special projects. Roger and Eddie both reside in Ventura County and base their field activities from the CASE office/warehouse located in Oxnard.

Similar Projects Underway or Recently Completed By CASE

2014-2015 CASE holds the majority of the maintenance contracts within the California SAFE won through competitive bid process to perform corrective, preventive, installation and special projects.

2015-Manufactured and installed 18 Satellite TTY Call boxes in Mendocino County.

2014-2015 Manufactured and installed 28 Satellite TTY Call Box in San Bernardino County.

2013-2014 Manufactured and delivered 60 + TTY call boxes to be installed on the new Bay Bridge.

2013-2014 Manufactured and delivered 60 + TTY call boxes to be installed on the new Bay Bridge.

2013 Completed the ADA site retrofit to 120+ call box sites in San Luis Obispo County

2013 Manufactured and installed 23 Satellite call boxes for Lake and Mendocino SAFE.

2013 Removed 80 designated call box sites for MTC SAFE.



2013 Completed the ADA retrofit of 22 sites in Del Norte County SAFE.

At CASE we believe that by developing new and useful products that expand the purpose of the call box, our customers can get more value out of their existing infrastructure, maximize their return on their initial investment and provide compelling reason for the systems to continue for many more years to come.

The following are examples of how Ventura might consider "repurposing" the call boxes removed from their system.

Bluetooth Call Boxes

In 2011, CASE teamed with TraffiCast, maker of the BlueTOAD (Traveller Origin and Destination) system to integrate their Bluetooth Technology product into 6 existing call boxes along Highway 101 in Santa Barbara County. The Bluetooth project was a test program for gathering traffic data to be relayed to the county 511 traveler information website. The BlueTOAD call boxes provide estimated travel time and speed information for "origin and destination" routing through local road networks by detecting anonymous Bluetooth enabled devices such as telephones, headsets, personal navigation devices, and invehicle communications systems moving along the roadway. This information is used to calculate travel times and speeds, which can then be used to support any traveler information service, including local 511 programs. The Santa Barbara test was an initial success, and, more importantly, demonstrated that the roadside call boxes can be easily and affordably upgraded with the latest technologies to be multipurpose.

CASE has recently been awarded the project by SANDAG to add Bluetooth technology to call boxes near the California/Mexico border that will collect motorist travel times. The information will be used to mitigate traffic delays at the border.

Satellite Call Boxes

In late 2012, CASE designed and deployed the first SAFE satellite call box. The first units were installed in remote areas on HWY 20, 163, 1, and 128 in Mendocino County where cellular and wire line call box service is not available. The satellite call box looks and performs the same as a TTY cellular call box, but uses a satellite transceiver and service for communication. CASE technicians have the training and knowledge to monitor the new satellite call box through the maintenance center and provide the ongoing maintenance to ensure its performance. With the success of the initial satellite installation and at the request of CHP, Caltrans and the SAFE agencies, CASE successfully integrated our TTY technology to the satellite call box. The CHP uses custom answer software provided by CASE on a laptop and a dedicated phone line to receive only satellite TTY calls as they are data calls and not voice calls. Voice calls to the CHP are handled the same as any other call. Mendocino SAFE and San Bernardino SAFE have both ordered and installed a total of 51 satellite units with more installations to come.



At CASE we have a full understanding of what it takes to keep parts flowing to our field offices and employees equipped with the necessary tools to continue providing uninterrupted service to our many customers.

CASE leases an office in the city of Oxnard located in Ventura County. The 1100 SF office is open daily from 7AM to 4PM and is where we conduct the maintenance activities for the Ventura call box system. Additionally, the Oxnard office has warehouse space where we securely store CASE and customer inventory and office space where the maintenance computer for the Ventura system is located.

We have offices in the major counties throughout California which include; Union City, Sacramento, Riverside, San Bernardino, Kern, Ventura, San Diego and Santa Barbara, and Los Angeles. CASE also provides service support to a number of the smaller SAFE agencies throughout the state including: Lake, Mendocino, Imperial, Del Norte and Humboldt. Additionally, our New York office supports the various CASE call box systems installed on the east coast. Our Irvine staff provides the management, engineering, accounting, procurement and warehouse of parts that provide field support to the organization.

CASE Systems Inc. possesses California "C7" (low voltage) and is a LA certified Small Business Enterprise (SBE).



3. **Subcontractors**

RFP Requirement:
Identify any and all subcontractors which the Proposer reasonably expects to work on the project. Provide a statement of the subcontractor's experience and qualifications relevant to providing maintenance and other related services as requested under this

CASE does not foresee using subcontractors on this project.



4. Work Plan

RFP Requirement:

A detailed work plan to perform the required tasks successfully and efficiently including but not limited to: approach, distribution of staff and the tasks they will perform, proposed schedule of work, and potential issues the Proposer foresees and what measures would be taken to resolve them.

Describe thoroughly how and from where the Proposer plans to obtain and maintain an inventory of the parts and materials necessary to perform all required maintenance Tasks over the entire term of the contract, if awarded. Discuss how the Proposer would upgrade the call box firmware if necessary. Include a discussion of any intellectual property rights involved, and how the Proposer will deal with them.

Introduction

This section contains CASE's work plan for how we propose to continue to maintain the Ventura SAFE Call Box system. As described above, CASE employees have extensive experience and practice in maintaining the Ventura SAFE call boxes. Much of the longevity of the call box system is owed to the design of the system as a whole. The roadside call boxes are only one component of the five elements that make up the call box system (see Figure 1.0). Paramount to a well maintained and operating call box system is a well-functioning and integrated Maintenance Computer "MC" and its generated diagnostic reports. The paragraphs below describe the activities that we will perform under the desired scope of work – Corrective, Preventative and Knockdown Maintenance.

We propose to follow the same proven methodology for maintaining the Ventura call box system as we have used for the past decade. Our Ventura based staff is housed in a field office centrally located in the Oxnard area. Our 1100 + square foot facility is stocked with the necessary personnel, tools, and inventory to maintain the 560 Ventura SAFE call boxes. If workload demands increase, additional trained technicians can be temporarily pulled from other regions.

Our daily work plans are guided in part to the maintenance reports generated by the MC as described below.

Call Box Daily Maintenance Tasks

An important feature of the CASE call box is its unique self- diagnostic feature that works in concert with the CASE custom- designed call box maintenance center (MC). When a call box is installed, it is capable of making motorist calls to the call answering center (CAC) immediately and a second program call to the MC to report up-to-the-minute, near real-time alarm information. These daily alarm and exception reports represent the operational status of the entire call box system. The Ventura MC is located and maintained at our Oxnard office. Upon contract execution, CASE will continue the routine corrective and preventive maintenance on the approximate 560 unit call box system. CASE will furnish all materials, equipment, tools, and the labor necessary to complete the services in a timely manner. All material will be of high-grade quality and free of defect. CASE will perform all work necessary to maintain the call box network to the highest standard.



Report Calls

Report calls are made by each call box daily as programmed by the MC. After a call from a call box is received, the MC will poll the call box unit for status on the most critical components and report any failures or abnormal situations that may affect the functionality of the call box.

CASE technicians review the daily maintenance reports early every morning and base their daily work schedule on; those call boxes reporting high priority alarms, those that failed to call in on their designated time slot, and those call boxes reported by CHP, Caltrans or Ventura SAFE staff to have problems. The alarms listed by their priority are shown below.

| High Priority Alarms | Low Priority Alarms |
|--------------------------------------|-------------------------|
| Call Box tilt or missed report call | Outer door open/closed |
| Handset | Lamp pass or fail |
| Battery voltage low | Excessive call attempts |
| Microprocessor Initialization | |
| Solar Panel disconnected | |
| No solar power detected for 16 hours | |
| Inner door opened | |
| TTY Display | |
| | |

Task A. Corrective Maintenance

Once notified by the CHP, maintenance computer reports, call answer center, or SAFE staff that a call box is out of service, our Ventura technicians will immediately schedule a service call to that call box site. A work order will be opened with the trouble alarms reported and any historical information on the box that may help diagnose the problem. The technician will ensure all replacement parts are stocked in their vehicle that may be needed to complete the repair on the first visit. Once at the site, the technician will determine the cause of failure and take all necessary action, including repair or replacement of parts to return it to full operational condition. CASE will respond to call box failures that occur on Fridays, holidays or over the weekend by the next business day.

In the rare event that CASE is not able to meet the specified response timeframe, we will contact the SAFE Project Manager and provide in writing the reason for the delay and when the repair will be completed.

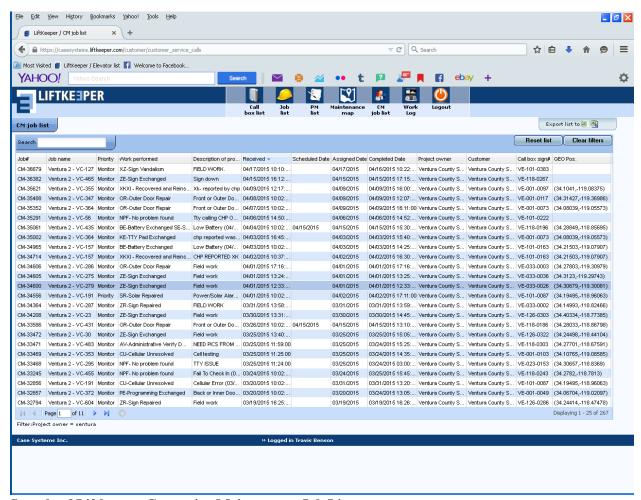
CASE will review the daily call box maintenance report and schedule maintenance repairs by priority of alarm. A daily maintenance schedule will be determined and CASE will complete a work order for each box visited that includes:

- Call box sign number and ANI.
- Date and time work order was opened.
- Date and time of visit.
- Date and time of work completed.
- Description of work performed.
- Pertinent component information.
- Whether adjunct devices are installed.
- Site type and whether site could be changed to a preferred A, D, F, H, L, or M site.



CASE will provide Ventura SAFE on a monthly basis with a copy of the work orders reflecting the work performed to each call box. CASE will also provide a detailed summary of each service performed on each call box that will accompany the monthly invoice to Ventura SAFE.

Additional reports specifying any problems encountered with the system, proposed solutions, anticipated problem areas or changes in key personnel will be provided to Ventura SAFE as needed. SAFE will also have access to the CASE Liftkeeper system a custom IP based system that communicates with our maintenance computer and acts as a data depository for the maintenance history performed on each call box. SAFE Managers have access to their system through a portal where they can view specific call box information, maintenance history and pictures. More information on the Liftkeeper system is addressed later in the proposal.



Sample of Liftkeeper Corrective Maintenance Job List



Task B. Preventive Maintenance

Ventura SAFE has requested that field visits be performed at each operational call box two times a year, at approximately 6 month intervals. The purpose of each visit will be to perform all necessary tasks to keep the call boxes clean and fully functional. Additionally, CASE technicians take the extra measure of performing many of the following Preventative Maintenance "PM" activities when performing repair and service calls to an individual call box. This extra attention to detail helps resolve issues sooner rather than later when it may affect the performance of the call box. PM work will be sequentially scheduled so as to insure a PM visit at least once every six months.

The PM activities for the call box system will include:

- 1. Cleaning solar panel, and signs, sanding off rust and painting call box housing as necessary.
- 2. Checking call box housing door, magnet and spring;
- 3. Replacing or adding, as appropriate, updated, missing, or damaged instructional placards and vandalism stickers.
- 4. Removal of items not part of call box such as stickers and garbage bags
- 5. Inspection and anti-corrosion treatment of external electrical connections;
- 6. Operational check of call box controls and system operational sequence including:
 - Removal of faceplate(as necessary);
 - Perform test calls on each box;
 - Check outer door; handset and illumination for proper operation:
 - Check call connect light;
 - Check hook switch;
 - Check cellular and antenna cable
- 7. Minor clearing of the surrounding area of the call box (includes minor pruning, pulling of weeds, and debris removal)
- 8. Cleaning and bolt tightening for the call box signs
- 9. Visual inspection of the solar panel orientation and cleaning of the solar panel collecting surfaces;
- 10. Testing of the TTY screen for brightness and legibility and testing of the TTY keyboard for functionality and keeping both clean. In addition, Contractor shall make one (1) TTY test call to CHP from two (2) call boxes for which preventive maintenance was performed each day.
- 11. Inspection of pedestrian if any, for wear and tear or vandalism;
- 12. Inspection of path, if any, for wear and tear or vandalism; and
- 13. Maintenance of the call box mounting pedestals or other devices used for mounting call boxes on sound walls.

During each preventive maintenance visit CASE will inspect the call box housings for cracks and faded paint. CASE Systems holds great importance over the appearance of the product and will take all necessary steps to provide a Ventura system that is uniform in color and appearance by ensuring that the yellow color of each box falls within the Pantone color range specified in the RFP.

Another service distinction that separates us from other maintenance providers is that CASE has a long established process in place for repainting the call box yellow housings that tend to fade after many years of in-field service. Our engineers have defined for our paint contractors' rigid specifications for the paint process; pantone color and UV inhibitors needed to ensure the call box housings are returned to like-new color and will maintain their brightness for many more years to come. As a result, for years CASE has been revitalizing the appearance of many of our customers systems by including this service of repainting the housings as needed during the preventive maintenance cycle.



Task C. Knockdowns, Vandalism, & Other Events

If call boxes are damaged due to vehicle collision, vandalism, theft, or other willful acts, CASE will replace or repair them if reported by 8:00AM on a workday and restore them to service by 5:00PM using new and or salvaged parts only if the integrity of the components(s) is mechanically or structurally sound. CASE will notify Ventura SAFE and the CHP area office where the call box was damaged, call box number, location, and discovery date. CASE will provide work orders and other related information to the Ventura SAFE on costs associated with vandalisms or knockdown occurrences to assist SAFE in recovery efforts.

All call boxes that are reinstalled after a knockdown will be reinstalled in a manner that is compliant with the ADA accessibility guidelines. If a site was not previously considered ADA accessible, CASE will only reinstall the site if it can be modified or relocated to an A, D, F, H, L, or M site type. A digital photograph and site survey will accompany any change in site type and will be updated in the call box maintenance and Liftkeeper systems.

Task D. Temporary Removals & Reinstallations

CASE will deactivate the cellular transceiver and remove call boxes from existing locations during freeway construction as needed or whenever deemed necessary by Ventura SAFE. CASE will store the temporarily removed call boxes and poles at their location, and will store SAFE's permanent removed inventory at a SAFE storage facility or as directed. CASE will coordinate the removal, deactivation and database update of any removed sites with CHP and the call answer center and keep a current documentation of all temporary and permanent call box inventory and provide such information to SAFE as requested.

Upon request by Ventura SAFE to reinstall, CASE will coordinate permitting, site approval and reactivation and will reinstall the unit (s) within four weeks or sooner upon notice. CASE will recommend new site locations as needed and reinstall the unit as an ADA accessible site type. A digital photograph and site survey will accompany any change in site type and all call box site information will be updated in the maintenance database and provided to SAFE Project Manager and CHP.

To efficiently manage the maintenance program of the Ventura SAFE system, we have appropriately staffed the Ventura office to ensure all of our customer's system requirements are met. The Resource Allocation Table below lists the employees directly involved in maintaining the Ventura SAFE system. As additional projects are added, or as workload demands increase, CASE has the unique ability to bring skilled technicians from our other call box projects to support the efforts in the Ventura SAFE region. Since all CASE technicians are well trained on the various call box configurations manufactured by CASE, Ventura SAFE benefits by not having to experience unnecessary system downtime due to on the job training that can often occur with other maintenance providers.



| Resource Allocation Table | | | |
|---------------------------|------------------------------|----------------------|--|
| | | | |
| Employee and Title | Project Task | Service Location | |
| | | | |
| Roger Baden | Project Management | Primary- Oxnard | |
| Regional Manager | day-to-day communication | Secondary-Union City | |
| | Installations, field surveys | | |
| | SAFE primary contact | | |
| | | | |
| Eddie Franco | Corrective/Preventive | Oxnard | |
| Technician | Maintenance, New Installs | | |
| | | | |

Task E. Special Projects

Upon notice to do so, CASE will schedule the installation of new call boxes for SAFE; partner agencies and other entities. This could also include removals, relocations, landline conversions, and site evaluation and the two special projects under Task E identified to take place in the first year of the contract; 1) implement the call box siting plan which identifies call boxes to be removed from the system; 2) upgrade the remaining call boxes to 3G cellular service prior to December 2016.

Administrative Tasks

Meetings, Field Surveys, and Correspondence

CASE staff will be available to attend meetings as requested by SAFE staff. CASE staff will respond to written and email inquiries regarding the call box system in a timely manner. We will provide monthly reports on call box statistical information and provide SAFE staff, plans, drawings and maps and any other documents requested by SAFE.

Obtain Caltrans Encroachment Permit

CASE will be the point of contact for Caltrans permit and related issues and will secure encroachments permits and will coordinate field surveys and attend field review meetings with SAFE's partner agencies when required. CASE is familiar with the requirements for working within Caltrans' right-of-way and follows Caltrans and CASE safety policies and guidelines to ensure our workers safety and protection.

Prevailing Wage Work



CASE understands the work required by the RFP is considered "Public Work" and will comply with all California Labor Code requirements.



5. Inventory and 3G Upgrade

RFP Requirement:

Describe thoroughly how and from where the Proposer plans to obtain and maintain an inventory of the parts and material necessary to perform all required maintenance Tasks over the entire term of the contract, if awarded.

Discuss how the proposer would upgrade the call box firmware if necessary. Include a discussion of any intellectual property rights involved, and how the Proposer will deal with them.

Describe how the Proposer would upgrade call box modems to 3G prior to AT&T's announced cut-off of 2G service in December 2016.

Inventory and Supplies

The advantage CASE has as the original equipment manufacturer of the Ventura call box system over potential service providers is we maintain and manufacture the necessary replacement parts and the necessary stock at levels that allow our technicians to respond quickly to knockdown and service repairs. Since our inception, CASE has worked hard to build strong credit relationships with our suppliers which has allowed us to continue the supply chain of parts critical for supporting the many call box customer we have nationwide.

Our warehouses and vehicles are stocked with the various inventory parts necessary to allow us to respond quickly and effectively to service alarms. It is an important distinction that enables CASE to return call boxes to full operating service on the first visit. An inventory count is conducted quarterly at all field offices and the results are reconciled with an electronic inventory system. CASE will work as directed by the Planning Director to coordinate the handling of Ventura SAFE owned inventory.

Firmware changes to the call box are done at the box using EMTest software that is loaded on the tablet or a laptop. For other changes to the system such as changing the primary answer point (PAP) number or the maintenance computer number can be accomplished by over the air programming by changing the programming parameters at the maintenance system.

CASE firmware files are managed by our engineering team and are made available to CASE technicians as needed.

CASE is the owner of the current system's Intellectual Property "IP." As such, we do not foresee any IP related issues related to changes or modifications desired to the system during this contract period.

Upgrading the Ventura Call Box system to AT&T 3G

The current Ventura County SAFE call boxes use a 2G (second generation digital modem connected to the AT&T network). AT&T recently announced that it will be shutting down its 2G network in December of 2016. Thus, after this date 2G GSM devices throughout their network will be inoperable. CASE and its SAFE customers have experienced previous technology migrations: from Analog to Digital and then to the current 2G platform. Each of these cellular technologies have had about a 10 year lifespan. While the "sunset" date for the 2G network has been announced as 12-31-16, AT&T has already begun to remove 2G base stations and replaced them with 3G equipment. Thus the 2G network will experience degrading service levels until it is ultimately shut down. While the short-term service implications for the Ventura County SAFE Call Box System are unknown, CASE personnel will continue to monitor the performance of the system on a daily basis and are equipped to respond as needed if we see cellular failures in the current call boxes by either upgrading the box immediately or by bagging the box and upgrading it to 3G at the next available visit.



CASE is now the only active manufacturer of roadside call boxes in the state. As such, CASE has spent a considerable amount of time and resources to insure that the existing Call Boxes can be maintained by us or by others.

This technology transition is different than previous technology changes because market forces have eliminated many traditional suppliers of cellular equipment (modems) - Nokia, Kyocera, Motorola, and Siemens no longer produce cellular modems. While there are many 3G voice and data consumer phones in the market place, cellular manufacturers have stopped producing voice and data modems. The demand for these devices has plummeted while the demand for Machine to Machine (M2M) modems (data only devices) has skyrocketed. As a result of this, CASE was forced to design and manufacture its own cellular modem - modems that would carry both voice and data and could be certified on the GSM or CDMA networks. Our G100 and C100 modems have now been fully certified on the AT&T and VZW networks respectively. CASE has designed a 2G to 3G **electronics upgrade kit** (that includes the modem, necessary interface board and wiring harness) that will allow us to upgrade the current system at a fraction of the cost of a completely new call box.

Upgrading the Ventura Call Box system to AT&T 3G

Upon receiving the notice to proceed, CASE will initiate the manufacturing process of the electronic upgrade kits for the approximately 560 call boxes (current number of in-service call boxes) in the Ventura system – the exact number will be determined by the requested site survey. Only the actual requested number will be upgraded. We estimate that it will take 8 to 9 week to manufacture the necessary upgrade kits and an additional 7 to 8 weeks of field installation time. This 4 to 5 month project should be completed well ahead of the December 31, 2016 sunset date if we are given a notice to proceed in late June or early July. This timing is critical as other SAFE organizations will be looking to complete similar projects before the sunset date.

Field Process

The Regional Supervisor will set the installation schedule by freeway focusing first on those boxes that are installed in areas where the turndown of 2G service might affect the call boxes performance. Each upgrade kit consists of a modem, a personality board and mounting hardware. While the upgrade kits were designed to be easily interchangeable at each call box in the field, our experience tells us that this work is best performed in the safety of our field office.

We propose to start the upgrade with a "seed inventory" of 30 to 45 2G call box face plates from existing CASE inventory. These face plates will be upgraded with the 3G upgrade kit. Once the seed stock is ready for deployment, our technicians will begin the field upgrade process by replacing the 2G faceplate with the upgraded 3G faceplate sequentially working one freeway at a time. The old 2G faceplate will be brought to our field office to be upgraded and this process will continue until all the boxes are upgraded. We will also follow our well established PM practice of voice testing every upgraded call box, running a TTY self-diagnostics at each unit and at least two (2) TTY test calls per day. Once upgraded, the call boxes will begin their daily check-in cycle and CASE technicians will monitor their performance to ensure the upgrade was a success and the call boxes remain fully operational during the upgrade process.

CASE technicians will be in close contact with AT&T personnel to insure that any particular call box down time is kept to an absolute minimum. Additionally, Roger Baden, or regional supervisor overseeing



this project will keep all partner agencies fully informed throughout the course of this project. Once again, Roger's experience with managing these types of projects will ensure a successful project completion.



6. Electronic Maintenance System

RFP Requirement:

A description of the Proposer's electronic maintenance system for tracking call box repairs and other required data, and how remote, on demand access to that data will be provided the Ventura SAFE. Include a discussion of which maintenance system requirements, if any (communications, data, or otherwise), the Proposer's current electronic maintenance system DOES NOT meet, and a plan for bringing the electronic maintenance system into compliance with this RFP.

Introduction

We believe it is important to fully describe the Call Box System Components.

Figure 1.0 represents the five components that were originally envisioned as necessary for the reliable and smooth operation of a call box system. These include:

- 1. The Call Box unit
- 2. The Cellular Data Network -Cell Sites/ Mobile Switching Office
- 3. The Public Switched Telephone Network
- 4. Answer Center System
- 5. Maintenance Computer

The CASE Maintenance/Liftkeeper system meets all of the specifications required in the RFP. Additionally, while the RFP requests, "A description of the proposers electronic maintenance system for tracking call box repairs..." this description would not be complete without a general description of the entire call box system and a description of the accompanied Maintenance Computer.

PROPRIETARY



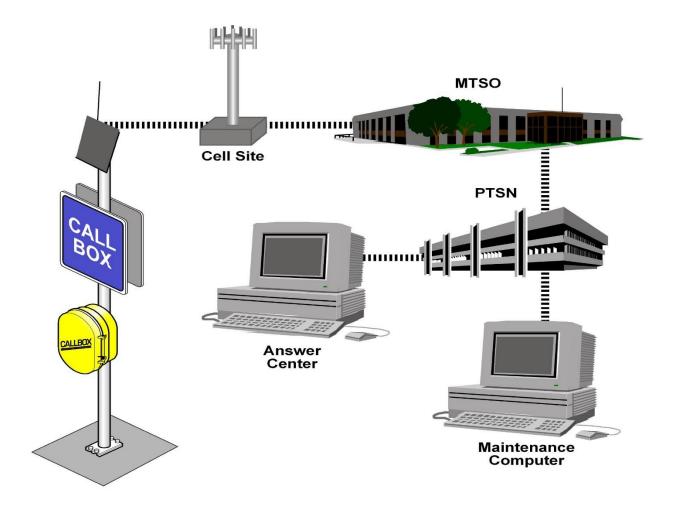


Figure 1.0

As described in the **Work Plan Section**, the call box system in place today owes much of its tremendous longevity in part to its robust design. Paramount to that design is the relationship and integrated way in which a call box (unit in the field) communicates with the MC located in our Ventura maintenance office. This design has allowed the current call box system to be in continuous use since 1989. Over the years, the call box system has evolved from a basic cellular analog based call box to the current digital cellular, TTY unit. As features and functionalities have been added to the field units, the MC has also evolved in order to maintain and keep tabs on the new features. In 2014, CASE invested in the development of an administrative computer/software tool called Liftkeeper.

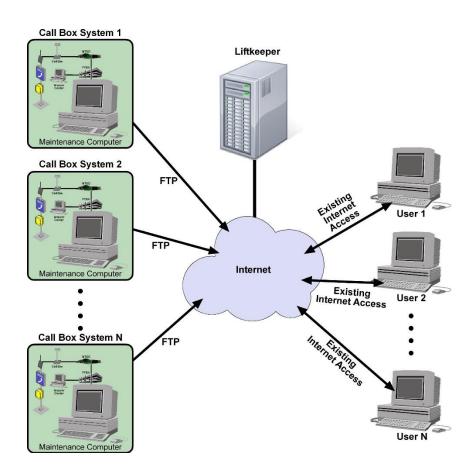
The purpose of the Liftkeeper (hardware/software) is to provide a method for centralizing daily work activities of the call box systems across the State. This system was designed to interface with the MC where it receives the daily call box alarms and exceptions in a format that allows supervisors, technicians and SAFE Managers access to viewing the daily maintenance activity of their system.



Field technicians will receive daily alarm notifications on their tablets based on information reported by the call boxes to the MC during their scheduled check- in time. If an alarm occurs, Liftkeeper records the event and an electronic work ticket is opened. The technician will record the time and material required to repair the box on the tablet where the information is recorded and the work ticket is closed as complete.

The Liftkeeper is a customized Customer Relationship Management (CRM) program created by ABT and originally designed for elevator, windmill and HVAC maintenance tracking and dispatching. CASE had the system customized to fit our call box maintenance program. The Liftkeeper system communicates to the various maintenance computers owned by CASE and uploads the data to a File Transfer Protocol (FTP) server. CASE employees base their daily maintenance schedule on the information reported from the Liftkeeper. Routine maintenance is conducted daily and the Liftkeeper will track and record every repair made to the system and allows this information to be accessed and viewed through the internet by SAFE and their consultants.

The Liftkeeper is a repository of daily maintenance activities and does not replace the control capabilities of the MC. The MC is a vital tool of control/command that allows for programming and supervision of each individual call box in the field. Without this tool many of the call box functionalities cannot be changed without major changes to system components - hardware, firmware, etc.





CASE Systems Inc. Call Box Maintenance Computers

The Call Box Maintenance Computer "MC" is a Microsoft Windows-based system (hardware and software) that has seen countless hours of operation over 15+ years. The MC is vital to the overall call box system, which includes the digital TTY call box, the Public Switched Telephone Network (cellular and landline), and the Private Answer Center. Individual call boxes installed in the Ventura SAFE network communicate directly with this PC based system via DTMF tones over the cellular network. The MC's are then connected to the LIFTKEEPER System (described in detail below) via broadband links. While the MC is an integral component of the overall call box system, the LIFTKEEPER system is an imperative for the management and administration of the duties associated with maintaining this complex system.

CASE Systems Inc. Call Box Database Management System

The CASE Call Box Database Management System is generally referred to as the **Liftkeeper** system. This system was designed and implemented in response to our decision to invest in updating our older ADMIN system to one that provided more useful features for managing the field operations and was user-friendly for our customers that allows them to stay informed on the status of their system. Many of the Liftkeeper features were designed in order to meet the SAFEs' needs. The following is an overview of the Liftkeeper system's functions and uses.

Liftkeeper is a Windows-based software program designed to assist management of call box installation and maintenance from any location. It is run on servers located in various locations across the country so in case a server goes down the system is returned to service through one of the other servers. These center provides network support on a 24 hour, 7 day a week, and 365 day per year basis. Access to the system is by means of an Internet Browser e.g. MS Internet Explorer.

This system is used by call box regional offices and product support personnel to capture, display, and print management information associated with call box system management and operations. SAFE's are granted access to the system via the Internet to monitor and review the ongoing performance of call box maintenance.

The Liftkeeper works in concert with the MC and receives updates and alarms as the boxes make their scheduled check usually after midnight. The database is updated throughout the day by the technicians as they complete their maintenance calls. This provides almost real-time information of regional activity.



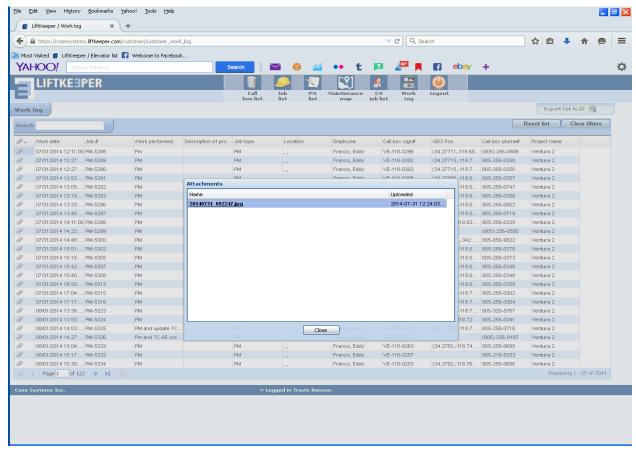


Figure 2.0 Liftkeeper Corrective Maintenance Work Order Status Screen

Corrective Maintenance Visits

The corrective maintenance section of Liftkeeper shows all current corrective maintenance work orders. (Figure 2.0) The corrective maintenance work orders are classified according to current status. The status designations are as follows:

- Open Work Orders
- Completed Work Orders
- Closed Work Orders

The following information for each work order is displayed on one screen:

- Work Order Number
- Alarm Date / Time
- Created Date / Time
- Last Modified Date / Time
- ANI
- Alarm Type (codes are the maintenance computer single digit letters)
- Sign #
- County
- Status (Open, Closed, Open Non-Alarm)
- Result Code (final two-letter code designated as the final result code)



- Technician
- Location Description
- Alarm Source (if different than maintenance computer)

The current status of all work orders can be reviewed at any time. Records can be located by the work order number, ANI, or sign number. It is also possible to review the corrective maintenance history for a single call box over a specified period of time. This list would show all of the work orders created for a specific site and included within a specified time range. Figure 3.0 shows the Corrective Maintenance screen with the Work Order Detail tab selected.

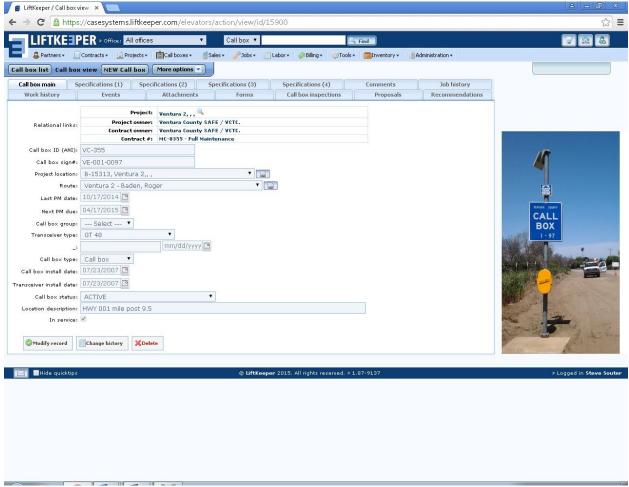


Figure 3.0. Liftkeeper Corrective Maintenance Screen — Work Order Detail Tab Selected



Preventive Maintenance Visits

When the Preventive Maintenance section of the Liftkeeper program is selected, the screen will display the preventive maintenance control section of the program. Project managers will use this section to track on-going PM (preventive maintenance) as well as make new PM assignments. (Figure 4.0) A PM report can be filtered to a specific date range. Technicians and dates can be assigned for PM yet to be done. The last PM date for the selected upper block call box can also be verified. The PM section of Liftkeeper has the following capabilities:

- Generate full PM report bounded by specified date range
- Add new PM record
- Edit PM record
- Delete PM record

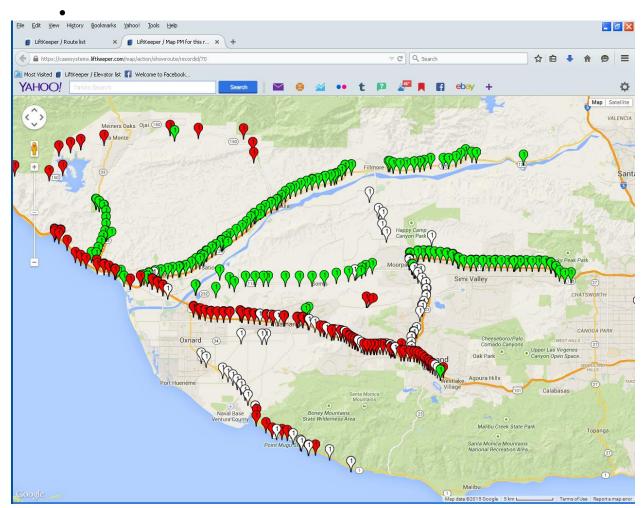


Figure 4.0 Map of Call Box System and Preventive Maintenance history.



Other Site Work

Notes can be added to individual call box site records, and can be accessed by ANI or sign number. Antenna changes, site type changes, upgrades, or general notes regarding the condition of the site can be recorded along with the date. The Notes section for each call box site can be appended without limit.

The Asset Management Screen of the Liftkeeper program contains all of the detail that has been entered for the call box selected in the upper block of the screen. Various types of call box component or location information that may be associated with a call box site includes:

- Project
- Sign number
- ANI
- ESN
- Hand rail
- Path
- In Service
- Initial install date
- TRU install date
- Sign material
- Call connect light

- Mobile ID number
- Dispatch center name
- Status
- Direction installed
- Retaining wall height
- Site type
- Last PM date
- Mile post marker
- Curb present

- Measurement code
- Last modified
- Latitude
- Longitude
- Devices
- Add-on device type
- Transceiver type
- Smart device type
- Pedestrian pad type
- Solar panel type

Other Information

When the Pictures tab is selected, the Record Detail block changes to display any pictures associated with the site location or associated with a Work Order. Knockdown or vandalism pictures may be viewed at any time on the Liftkeeper system and all pictures are dated and time stamped.

Call Box System Management Reports

The system contains a reports section that allows the system manager or owner to run and print several management reports. In addition to Microsoft Access queries, the following management reports can be run directly from the Liftkeeper program: Call-In Performance Report, Timelines to Repair Report, Cellular Performance Report, and Preventive Maintenance Report. The Liftkeeper system will be available on-line to Ventura SAFE at any time, by means of Internet access. CASE will provide all access and training to SAFE Staff on using the CASE Liftkeeper maintenance system.

PROPRIETARY

6. Price Proposal

RFP Requirement:

A price proposal specifying all costs, inclusive of all applicable surcharges, overhead and profit, to Ventura SAFE for the required services detailed in this RFP. A proposal calculation worksheet is attached to this RFP as Appendix C, Price Proposal Form. Proposers are required to complete and submit this worksheet as their cost proposal.

Please refer to Appendix C, Price Proposal Form, on the following pages.

Please Note:

The Price Proposal Forms (Appendix C) were printed and our prices typed in to the form provided. The Parts list was replicated and parts prices were submitted for each item as requested. Where "used" material is available at this time we have inserted a price. However, we cannot guarantee used parts will always be available. If the part is not available as a "used" part we have inserted the letters n/a (not available). As directed by the pricing form, the values inserted for items PP1, PP3 and PP4 include all direct costs (equipment and supplies, labor, transportation, fees, taxes, etc.); indirect costs (fringe benefits, insurance, applicable surcharges, profit, overhead, G&A); and profit. CASE will furnish all materials, equipment, tools, labor and incidentals necessary to complete the services for the specified flat rate this includes the estimated 10% knockdowns per year and 3% relocation per year. Moreover, the hourly rates submitted for Item PP2, Special Projects Special Projects, are the fully loaded hourly rates for daytime and evening work. In each case, this hourly rate is what we propose be charged to Ventura SAFE, no matter what the actual fully loaded rate for the employee performing work on this Task is.

At the time of this RFP, it is uncertain by what percentage SAFE will be downsizing their system. The flat rate monthly maintenance fee provided in our price proposal assumes an install base of approximately 560 units. Should SAFE elect to downsize their system by 10% or more of their install base CASE would ask to renegotiate the flat rate fee.

We believe that our current Maintenance System and Liftkeeper database meet the requirements of the RFP and as such we are not proposing to charge Ventura SAFE with any "charges" under item PP3 "Upgrade/ Set up costs"hence, we inserted the value of \$0.00 and N/A (Not Applicable).



APPENDIX C. Price Proposal Form

All prices proposed in Section I below for Items PP1 and PP3 shall include all direct costs (equipment and supplies, labor, transportation, fees, taxes, etc.); indirect costs (fringe benefits, insurance, applicable surcharges, profit, overhead, G&A); and profit. Contractor shall furnish all materials, equipment, tools, labor and incidentals necessary to complete the services for the specified flat rate.

For Item PP3, Special Projects, state the fully loaded hourly rates for daytime and evening work. In each case, Proposer shall provide one hourly rate to be charged to SAFE, no matter what the actual fully loaded rate for the employee performing work on this Task is.

Item PP3, Maintenance System Setup/Upgrade is for the cost to have the maintenance system operational to satisfy requirements laid out in this RFP as described in Appendix A, Section II and IV.D. Those requirements must be satisfied whether or not the Proposer includes a onetime cost therefore below. This is a onetime fee and includes all associated time and materials. It shall be proposed as a total number of dollars needed to complete the Task (e.g., \$1,000, \$4,500, etc.) It is not a per hour fee.

In Section II, Proposer shall list all prices for each call box component listed, new and used if applicable. Proposer may provide approved equal substitutes for any of the components but must be noted.

I. Price Proposal

| PP1. Per site flat rate monthly maintenance fee per active call box for all work specified in <i>Appendix A</i> , Sections II.A, Corrective Maintenance; <i>Section II.B</i> , Preventive Maintenance; Section II.C., Knockdown and Vandalism Repairs, Section II.D., Temporary Removals and Installations, and <i>Section</i> | | |
|--|-----------|--|
| III, Administrative Tasks | \$ 33.00 | |
| PP2. Fully loaded labor rate for times and materials compensated special projects specified in Appendix A, Section II.E: | | |
| a. Hourly Rate for Regular work, Monday - Sunday (between the hours of 0600 and 1900) | \$ 91.00 | |
| b. Hourly Rate for Night work, Monday - Sunday (between the hours of 2200 and 0500) | \$ 125.00 | |
| PP3. Upgrade/ Set up cost for Maintenance System (onetime fee) | \$ 0.00 | |



II. Price Proposal - Materials

| Materials List | New | Refurbished |
|--|-------------------------|-------------|
| Digital Aluminum Call Box Assembly | \$ 3300.00 | \$ 2300.00 |
| 10W Solar Panel Assembly | \$ 272.60 | \$ 125.00 |
| 20W Solar Panel Assembly | \$ 320.00 | \$ 150.00 |
| Antenna Assembly w/ cable - dual band | \$ 130.60 | \$ 90.60 |
| New Call Box Sites (includes all required materials, and | d any other costs to SA | AFE) |
| Site Type A | \$ 1550.00 | \$ n/a |
| Site Type D | \$ 1500.00 | \$ n/a |
| Site Type F | \$ 1250.00 | \$ n/a |
| Site Type G | \$ 1250.00 | \$ n/a |
| Site Type H | \$ 1250.00 | \$ n/a |
| Site Type K | 1250.00 | n/a |
| Site Type L | \$ 1250.00 | \$ n/a |
| Site Type M | \$ 1250.00 | \$ n/a |
| Maintenance Items for Aluminum Call Boxes | | · |
| Pole - Regular and Behind Guardrail F type | \$ 220.00 | \$ 75.00 |
| Pole - Modified F2 type | 220.00 | 75.00 |
| Aluminum Housing with Front Door | 600.00 | 300.00 |
| Saddle (pole mounting) | 45.14 | 18.05 |
| Aluminum Faceplate only (no electronics) | 325.00 | 75.00 |
| Handset and armored cord | \$ 120.00 | \$ 80.00 |
| Yagi antenna - dual band | \$ 125.00 | \$ n/a |
| Corner reflector antenna | \$ 200.00 | \$ n/a |
| Tri-band Antenna | \$ n/a | \$ n/a |
| Mount for corner reflector or Yagi | \$ 160.00 | \$ n/a |
| 10W solar panel with bracket | \$ 272.60 | \$ 125.00 |
| 20W solar panel with bracket | \$ 320.00 | \$ 150.00 |
| RF cable to antenna | \$ 33.39 | \$ n/a |
| Solar cable to solar panel | \$ 33.39 | \$ n/a |
| Misc other smaller cables and harnesses | \$ 33.39 | \$ n/a |
| Aurora Controller Board | \$ 612.00 | \$ n/a |
| Interface Board to Aurora Input/Output | \$ 225.00 | \$ 157.50 |
| Digital Radio TC65 Siemens radio module | \$ n/a | \$ n/a |
| TTY Lite Controller Board | \$ 303.80 | \$ 212.80 |
| TTY Lite Illuminated LCD display assembly | \$ 656.00 | \$ n/a |
| TTY Keypad | \$ 240.30 | \$ 125.00 |
| Sign Diamond & Anti-Graffiti w/ HR numbers | \$ 217.11 | \$ n/a |
| Sign bracket wall mount | \$ 75.00 | \$ n/a |
| Solar bracket post wall mount | \$ 200.00 | \$ n/a |
| Installation kit | \$ 125.99 | \$ n/a |
| Mounting hardware | \$ 10.00 | \$ n/a |
| Sign hardware | \$ 20.00 | \$ n/a |
| Wind brackets | \$ 20.000 | \$ n/a |
| Auger foundation | \$ n/a | \$ n/a |
| Non-auger foundation | \$ 208.73 | \$ 100.00 |
| 60" x 60" composite pad | \$ 360.00 | \$ n/a |
| Rapidset concrete | \$ 15.30 | \$ n/a |
| General purpose cement | \$ 4.17 | \$ n/a |
| Tapco handrail (V-Loc) | \$ 150.00 | \$ n/a |
| Conduit and fittings (wall mount) | \$ 200.00 | \$ n/a |
| Call Box Upgrade Options (Single Unit Pricing) | 1 | 1 |
| Digital Upgrade — GSM (Aluminum) 3G Kit | \$ 750.00 | \$ n/a |



March 10, 2015

| Materials List | New | Refurbished |
|--|------------|-------------|
| Aluminum TTY Lite Upgrade Kit | \$ 1235.00 | \$ 865.00 |
| Combined Digital Upgrade and TTY Upgrade Kit | \$ 2687.00 | \$ 1881.00 |

Submission of signed Proposal Form is a firm commitment to perform the work specified in Appendix A in accordance with this RFP.

III. Contractor's Signature

| Name of Proposing Firm | CASE Systems Inc. |
|---|--|
| Address | 5 Goddard |
| City, State, Zip Code | Irvine, CA 92618 |
| Phone Number/Fax No. | 949-988-7504 |
| Email address | sgutierrez@casesystemsinc.com |
| Name & Title of Authorizing Official | Sebastian Gutierrez, President and CEO |
| Authorized Signature | |

Personnel List 7.

RFP Requirement:
A list of staff members that will be the primary contact and lead for work under this RFP and their work experience. Use Appendix D, Personnel List, attached to this RFP.

Please refer to Appendix D, Personnel List, on the following pages.



APPENDIX D, Personnel List

Please provide information for lead staff members that will be involved in the work as described in this RFP. It is not required that Contractor fill out all six (6) boxes.

1. Project Director (responsible for overall administration and contract issues)

Name: Chrisann Lawson

Position Title: Vice President

Years of Experience: 28 Years with Call Box Division

Brief Description of Past Experience: Ms. Lawson was formerly with GTE and Comarco Call Box

Divisions prior to joining CASE. Her years of experience cover all aspects of business management

including personnel management, project planning and estimating, new sales and marketing. She is

responsible for the overall business operations and will work directly with the Operations Manager to

ensure all activities associated with the Ventura call box project meet contract requirements. She

has a Communication degree from the University of Colorado and reports to the President of CASE.

Lead Field Technician (responsible for day-to-day communication and high level technical issues)

Name: Roger Baden

Position Title: Regional Supervisor

Years of Experience: 24 years with Call Box Division

Brief Description of Past Experience: Roger has extensive knowledge of nearly every aspect of the Ventura call box program. Roger resides in Ventura County and is responsible for managing the daily maintenance operations of the Ventura office. His areas of expertise includes all aspects of call box

maintenance and installation, RF and cellular troubleshooting, Caltrans Right of Way requirements

and ADA site mitigation compliance. He will manage all maintenance activities and recordkeeping of

all service performed on the Ventura call box system. Roger will supervise the technician assigned to

the project and his daily field activities and reports to the Operations Manager. He will be the primary point of contact for the Ventura Planning Director on all project matters.



3. Staff Name: Eddie Franco

Position Title: Technician

Years of Experience: 1 year with the Call Box Program

Brief Description of Past Experience: Ed is one of the newer members to the CASE team.

Prior to joining CASE he worked for over 10 years as a driver for a towing company. Eddie resides

Ventura County is well trained in driver safety, is familiar with the Ventura county highways and has

demonstrated his quick learning ability to troubleshoot and repair TTY call boxes in the short time he has been with CASE. His duties include reviewing the daily maintenance reports and field repairs, installations, corrective and preventive maintenance services and special projects.

Eddie reports to the Regional Supervisor.

4. Staff Name: Stephen Souter

Position Title: Operations Manager

Years of Experience: 24 years of field experience

Brief Description of Past Experience: Steve is the newest member of the CASE management team.

He brings his vast experience in the traffic data collection industry from National Data and

Surveying Services (NDS). Prior to joining CASE, Steve was acting Regional Director

for NDS servicing the needs of OCTA. Over his 24 year career, he has managed thousands of

projects in California- many with the Department of Transportation (Caltrans). Steve was

instrumental in implementing the new Liftkeeper system throughout the field offices at CASE.

Steve has a business degree from the University of La Verne and reports to the Vice President.



March 10, 2015

APPENDIX E, Contractor's Reference Form

Name of Bidding Company CASE Systems Inc

Representative Name & Title Chrisann Lawson, Vice President

Phone Number 949-988-7504

Please provide three (3) separate references of clients with contracts of \$50,000 or more annually in the last three (3) years that Proposer feels are representative of the experience and qualifications necessary to perform the Tasking in this RFP. References will be contacted during the period between April 27, 2015 to May 6, 2015. It is the Contractor's responsibility to provide reliable and responsive references. Only the three (3) references listed below will be contacted; additional references will not be considered.

The following information is required for each reference given (additional sheets may be used if necessary):

Client's Name San Bernardino Council of Governments

Contact Person Kelly Lynn

Address 1170 West Third Street

City & Zip Code San Bernardino, CA 92410

Phone Number & Email 909-215-3280 klynn@sanbag.ca.gov

Type of Work Performed Corrective Maintenance, Satellite Call Box Installation, New installations

Contract Amount \$ 1,895,620.00

Client's Name Metropolitan Transportation Commission

Contact Person Stephen Terrin

Address 101 8th Street

City & Zip Code Oakland, CA 94607

Phone Number & Email 510-817-5605

Type of Work Performed Corrective Preventaive Maintenance, site mitigation, Bridge installations

Contract Amount \$ 1,300.000.00



March 10, 2015

3. Client's Name San Luis Obispo Council Of Government

Contact Person Tim Gillham

Address 1114 Marsh Street

City & Zip Code San Luis Obispo, CA 93401

Phone Number & Email 805-781-1520 tgillham@slocog.org

Type of Work Performed corrective and preventive maintenance, new installations and site mitigation

Contract Amount \$ 341,880.00

9. Financial Stability

RFP Requirement:

A statement proving the Firm's financial stability. One (1) document from the four (4) listed in Appendix F, Financial Stability shall be submitted to the Ventura SAFE Project Manager as confidential and separate from the above required forms. To the extent provided for by law, financial records will not be considered part of the proposal for purpose of the California Public Records Act, will be reviewed to determine responsibility only, and will only be disclosed after giving the Proposer three (3) days notice of their release.

Financial Responsibility: A Dunn and Bradstreet Report along with a letter from Pacific Enterprise Bank (our business bank) are enclosed in a separate envelope as requested.

ENCLOSED PLEASE FIND:

1. Letter from Pacific Enterprise Bank (our business bank)



April 20, 2015

To whom it may concern,

Sebastian Gutierrez and his Company, Case System Inc., have maintained depository and credit relationships with Pacific Enterprise Bank since 2008.

During the entire period the relationships have been handled as agreed.

Please let me know if any additional information is needed.

Sincerely

Brian Halle

President and CEO