

**AGREEMENT BETWEEN  
VENTURA COUNTY TRANSPORTATION COMMISSION  
AND  
CASE EMERGENCY SYSTEMS, INC.**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of June, 2020, 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 Emergency Systems, Inc., (hereinafter referred to as "CONTRACTOR")

**WITNESSESETH**

**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 Attachment A, Scope of Work and further clarified in Attachment B, Project Proposal, dated May 13, 2020 of this Agreement. In the event of a conflict between any specific provision of this Agreement and any provision of Attachment A or Attachment B, the provisions of this Agreement shall prevail. In the event of any conflict between any provisions of Attachment A and Attachment B, the provisions of Attachment A shall prevail over conflicting provisions of Attachment B. All work by the CONTRACTOR shall be performed in a good and workmanlike manner.

**3. COMPENSATION**

Please note that on March 27, 2012, the Department of Industrial Relations determined that this work is subject to prevailing wage requirements.

3.1 SAFE shall pay CONTRACTOR a monthly flat fee of **\$40.81** per call box active during the month for preventive and corrective maintenance of call boxes, temporary removals and reinstallations, and knockdowns and vandalism repairs (Tasks A, B, C, and D in Section 3 of Attachment A), and shall not exceed **\$17,508** per month, based on the current total number of callboxes, 429. Should SAFE reduce the total number of call boxes, the per box fee and monthly not to exceed amount shall be in accordance with Table 3.1 below.

Table 3.1				
Units	428 (100%)	(90%)	(85%)	(75%)
Price per box	\$40.81	\$42.85	\$44.89	\$46.93
Monthly not to exceed	\$17,508	\$16,545	\$16,370	\$15,100

These rates shall be subject to annual Consumer Price Index (CPI) adjustments on July 1 of each year, beginning in 2021, and are acknowledged to include CONTRACTOR's direct labor costs, indirect costs, and profit.

3.2 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").

Knockdowns shall be counted from the beginning of the contract period until the end of the contract period. Any knockdown repairs above the Included Knockdowns during a contract period shall be charged to the SAFE on a time and materials basis. An additional \$20,000 per year is reserved by SAFE 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.

Over the course of the contract period, CONTRACTOR and SAFE shall estimate the number of Included Knockdowns based on the number of call boxes that are active at the start of the contract period. This estimate will serve as the basis for any CONTRACTOR billings for knockdown repairs before the contract has been completed. CONTRACTOR and SAFE may agree to adjust this estimated average, as needed. After the contract has been completed, or in case of termination or rescission, SAFE shall calculate the final number of Included Knockdowns and, if a difference exists between the estimated and final Included Knockdowns, SAFE either shall pay CONTRACTOR for its repairs above the Included Knockdowns (based on actual costs submitted by CONTRACTOR) or shall withhold any overpayment for knockdown repairs from its final payment to CONTRACTOR.

3.3 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.

Over the course of the contract period, CONTRACTOR and SAFE shall estimate the number of Included Removals/Reinstallations based on the number of call boxes that are active at the start of the contract period. This estimate will serve as the basis for any CONTRACTOR billings for Removals/Reinstallations before the contract has been completed. CONTRACTOR and SAFE may agree to adjust this estimated average, as needed. After the contract has been completed, or in case of termination or rescission, SAFE shall calculate the final number of Included Removals/Reinstallations and, if a difference exists between the estimated and final Included Removals/Reinstallations, SAFE either shall pay CONTRACTOR for its repairs above the Included Removals/Reinstallations (based on actual costs submitted by CONTRACTOR) or shall withhold any overpayment for removals/reinstallations from its final payment to CONTRACTOR.

3.4 For Special Projects outlined in Scope of Work Attachment A (Section 3, "Task E. Special Projects"), CONTRACTOR shall be compensated on a time and material basis.

3.5 Any time and material charges and payments shall be based on the material and labor rates included in CONTRACTOR's Price Proposal Form (Exhibit A) or, if applicable, Contractor's most current price list,

which must be submitted to SAFE once a year for review and shall be valid for one year from date of submittal. Any increase greater than 3 percent from the cost in the prior contracting period for the same item or service must have the prior approval of the Executive Director. Additional material price adjustments may be made if there are significant increases in cost of material but must be approved by the Executive Director.

3.6 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. ASSIGNMENT AND SUBCONTRACTING**

4.1 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.

4.2 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.

#### **5. 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.

#### **6. 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.

##### **6.1 MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

- (1) Commercial General Liability (CGL) Insurance. A policy of Commercial General Liability under Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and 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.
- (2) Comprehensive Automobile Liability Insurance. CONTRACTOR shall procure Comprehensive Automobile Liability Insurance written for bodily injury, including death, and property damage, however occasioned occurring during the policy term, in the amount of not less than \$2,000,000, combined single limits per occurrence, applicable to all owned, non-owned and hired vehicles. This coverage shall include contractual liability.

(3) Statutory Worker's Compensation and Employer's Liability Insurance. CONTRACTOR shall maintain a policy of California Worker's Compensation coverage in statutory amount and Employer's Liability coverage for not less than one \$1,000,000 per occurrence for all employees of CONTRACTOR engaged in services or operations under this Contract.

(4) Professional Errors and Omissions Liability Insurance. If CONTRACTOR provides and/or engages the services of any type of professional services, including, but not limited to, engineers and architects, whose failure due to a mistake or deficiency in design, formula, plan, specifications, advisory, technical or other services could result in liability, CONTRACTOR shall obtain professional errors and omissions liability insurance. Coverage will meet or exceed the following minimum requirements:

(a) Limits shall not be less than \$1,000,000 each claim and \$3,000,000 aggregate total for all claims and shall be solely dedicated to claims arising from professional services provided in this project.

(b) Coverage to apply to all professionals. In the event that CONTRACTOR has an excess policy, excess coverage shall be allowed to achieve the \$3,000,000 aggregate total.

(c) The policy period shall provide coverage through the date of substantial completion and include a 60-month extended reporting period beyond such substantial completion.

(d) Coverage shall include contractual liability.

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 SAFE.

6.2 Additional Insured Endorsement. Any general liability policy provided by CONTRACTOR hereunder shall contain an additional insured endorsement that applies its coverage to SAFE, the members of the SAFE Board of Directors and its officers, agents, employees and volunteers. 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, CG 20 26, CG 20 33, or CG 20 38, and CG 20 37 if a later edition is used.

6.3 Primary Coverage. CONTRACTOR's insurance coverage shall be primary insurance as respects SAFE, its officers, agents, employees, and volunteers. Any SAFE self-funded program and/or insurance policy shall be excess only and not contributing to such coverage.

6.4 Form of General Liability Insurance Policies. All general liability policies shall be written to apply to all bodily injuries, including death, property damage, personal injuries and other covered loss, however, occasioned, occurring during the policy term, and shall specifically insure the performance by CONTRACTOR of that part of the indemnity agreement contained in this agreement relating to liability for injury to or death of persons and damage to property per project, per location aggregate endorsement. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, SAFE may require additional coverage to be purchased by CONTRACTOR to restore the required limits. CONTRACTOR may combine primary, umbrella and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the Additional Insured Endorsement described above.

6.5 Subcontractor's Insurance. CONTRACTOR shall make certain that any and all subcontractors hired by the CONTRACTOR carry insurance meeting the requirements of this Section 6. If any subcontractor's coverage does not comply with the foregoing provisions, CONTRACTOR shall indemnify and hold SAFE harmless of and from any damages, lost or cost or expense, including attorney's fees, incurred by SAFE as a result thereof.

## 6.6 General Provisions.

(1) Evidence of Insurance. CONTRACTOR shall, as soon as practicable following the placement of insurance required hereunder, but in no event later than the effective date of this Contract, deliver to SAFE certificates of insurance evidencing the same, together with appropriated separate endorsements thereto, evidencing that CONTRACTOR has obtained such coverage for the period of this Contract. CONTRACTOR shall deliver certified copies of the actual insurance policies specified herein, within thirty days after commencement of work. Thereafter, copies of renewal policies, or certificates and appropriate separate endorsements thereof, shall be delivered to SAFE within thirty (30) days prior to the expiration of the term of any policy required herein. CONTRACTOR shall permit SAFE at all reasonable times to inspect any policies of insurance of CONTRACTOR that CONTRACTOR has not delivered to SAFE.

(2) Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

- (a) The policy retroactive date coincides with or preceded Contractor's commencement of work under this Contract (including subsequent policies purchased as renewals or replacements).
- (b) CONTRACTOR will make every effort to maintain similar insurance during the required extended period of coverage following expiration of this Contract, including the requirement of adding all additional insured.
- (c) If insurance is terminated for any reason, CONTRACTOR shall purchase an extended reporting provision of at least two years to report claims arising in connection with this Contract.
- (d) The policy allows for reporting of circumstances or incidents that might give rise to future claims.

6.7 Failure to Obtain or Maintain Insurance: SAFE Remedies. If CONTRACTOR, for any reason, fails to maintain insurance coverage which is required pursuant to this agreement, or to deliver certified copies or appropriate certificates of such insurance, the same shall be deemed a material breach of this agreement. SAFE, at its sole option, may forthwith terminate this agreement and obtain damages from CONTRACTOR resulting from said breach. Alternatively, SAFE may purchase such required insurance coverage, and without further notice to such required insurance coverage, and without further notice to CONTRACTOR, SAFE may deduct from sums due to CONTRACTOR any premium costs and expenses advanced by SAFE for such insurance.

6.8 No Limitation of Obligations. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the CONTRACTOR, and any approval of said insurance by SAFE or its insurance contractor(s), are not intended to or shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the CONTRACTOR pursuant to this Contract, including, but not limited to, the provisions concerning indemnification.

6.9 Notice of Cancellation of Change of Coverage. All insurance and the certificates of insurance provided by CONTRACTOR must evidence that the insurer providing the policy will give SAFE thirty (30) days written notice, at the address shown in Section 13 of this Contract, in advance of any lapse, cancellation, reduction or other adverse change respecting such insurance.

6.10 Qualifying Insurer. All policies of insurance required hereby shall be issued by companies which have been approved to do business in the State of California by the State Department of the Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A:VII according to the current AM Best Rating Guide, or a company of equal financial stability as determined by SAFE.

6.11 Review of Coverage. SAFE retains the right at any time to review the coverage, form and amount of insurance required herein, and may require CONTRACTOR to obtain additional insurance reasonably sufficient in coverage, form, amount to provide adequate protection against the kind, and extent of risk that exists at the time of change in insurance required.

6.12 Subcontractors. CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all requirements from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 and CG 20 40.

6.13 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 \$350,000; and

B. A payment (labor and materials) bond in the amount of any approved subcontract.

## **7. INDEMNIFICATION**

Notwithstanding the existence of insurance coverage required of CONTRACTOR pursuant to this contract, 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 or installed pursuant to this agreement.

7.1 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;

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

7.3 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.

## **8. 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.

8.1 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.

8.2 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 CONTRACTOR under this agreement and provided to SAFE as a deliverable shall be the property of SAFE. CONTRACTOR will be required to assign all rights in copyright to such Work Product to SAFE.

8.3 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.

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

8.5 CONTRACTOR's Records. CONTRACTOR 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 CONTRACTOR for a period of not less than four (4) years following the fiscal year of the last expenditure under this agreement.

8.6 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.

## **9. 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.

## **10. 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.

## **11. TERMINATION BY SAFE**

11.1 SAFE may terminate this Agreement, in whole or in part, for convenience at any time by written notice to CONTRACTOR. Upon receipt of notice of termination, CONTRACTOR shall stop work under this Agreement immediately, to the extent provided in the notice of termination, and shall promptly submit its termination claim to the Executive Director for work performed up to the time of termination, CONTRACTOR shall be paid: (i) the full price for completed and approved sites under Task A through D and Administrative Tasks, as well as Task F, (ii) for hours worked and costs incurred under Task E for costs incurred for Special Projects, as well as reasonable termination costs, up to the maximum amount payable under this Agreement. CONTRACTOR shall take all reasonable steps to minimize termination costs. If

CONTRACTOR has any property in its possession belonging to SAFE, CONTRACTOR will account for the same, and dispose of it in the manner SAFE directs.

11.2 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.

## **12. FORCE MAJEURE**

12.1 Any event beyond the control of CONTRACTOR and not due to an act or omission of CONTRACTOR that materially and adversely affects CONTRACTOR's obligations and which event (or 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, but not limited to, the following:

1. Any earthquake, hurricane, flood or other natural disaster;
2. Any epidemic, blockade, rebellion, war, riot, act of sabotage or civil commotion, disastrous or extensive fire or explosion, or strike;
3. The suspension, termination, interruption, denial or failure to obtain, renew or amend any permit SAFE is responsible for obtaining;
4. 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 costs or delays on CONTRACTOR and that was not reasonably foreseeable at the Proposal Date; and
5. Any lawsuit seeking to restrain, enjoin, challenge or delay construction of the Project or the granting or renewal of any governmental approval.

12.2 CONTRACTOR shall give notice in writing to SAFE within five (5) days of the date CONTRACTOR or its employees or agents became aware, or should have reasonably become aware, that a Force Majeure Event would prevent or delay CONTRACTOR's performance. Such notification shall: (i) describe fully such Force Majeure Event(s) and its effect on performance, (ii) state whether performance under this Agreement is prevented or delayed, and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay.

12.3 CONTRACTOR shall have the burden of proving that a Force Majeure Event(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as SAFE may reasonably request.

12.4 If it is determined by SAFE that CONTRACTOR's delay or failure to perform resulted from a Force Majeure Event, SAFE, after setting up a new delivery or performance schedule, may allow CONTRACTOR to continue work, or treat the failure to perform as a termination for convenience in accordance with Article 11 of this Agreement.



### **13. NOTICES**

13.1 - 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

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

Sebastian Guterrez  
President / CEO  
CASE Emergency Systems, Inc.  
5 Goddard  
Irvine, CA 92618

### **14. PROHIBITED INTEREST**

CONTRACTOR covenants that, for the term of this Agreement, no director, member, officer or employee of SAFE during his/her tenure in office or for one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof, and CONTRACTOR may not have any interest which conflicts with its performance under this the Agreement.

### **15. GOVERNING LAW**

The Agreement shall be governed by the laws of the State of California.

### **16. ENTIRE AGREEMENT, MODIFICATION, AND EFFECTIVE DATE**

16.1 This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements and understandings related to this work. The Request for Proposals is hereby incorporated by reference. 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.

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

16.3 This Agreement shall be effective as of July 1, 2020, and shall be effective until June 30, 2023, with the option of renewal of up to an additional two years to June 30, 2023, in increments determined by SAFE.

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

**CASE EMERGENCY SYSTEMS, INC.**

**VENTURA COUNTY SERVICE AUTHORITY  
FOR FREEWAY EMERGENCIES**

By \_\_\_\_\_  
Sebastian Gutierrez  
President / CEO

By \_\_\_\_\_  
Claudia Bill De la Peña  
Chair

Approved as to form

By \_\_\_\_\_  
Steve Mattas  
General Counsel

## **VCTC / CASE Emergency Systems, Inc. Agreement**

### **ATTACHMENT A**

#### **SCOPE OF WORK**

The SAFE call box system requires extensive year-round maintenance, repairs, and other related fieldwork to ensure the proper functioning and appearance of the call box system. Routine maintenance is conducted monthly but some repairs may require immediate attention depending on the nature of the damages to the call box. To efficiently manage the maintenance of the Program, a computerized maintenance system is required to notify the Contractor of repairs needed and to view, track, and record every repair made to the call box system.

#### **1. GENERAL CONDITIONS**

##### **1.1 Work to be Done**

Contractor shall perform all work necessary to maintain the SAFE motorist aid call box system in a satisfactory manner as detailed in this Scope of Work, Attachment A, Sections 2, 3 and 4, and their subsections. No tasks shall be performed by a subcontractor without the written consent from the SAFE Manager. Unless otherwise provided, Contractor shall furnish all materials, equipment, tools, labor and incidentals necessary to complete the services for the specified flat fee. All work done shall be in compliance with the CHP/Caltrans Call Box and Motorist Aid Guidelines, Caltrans requirements, American with Disabilities Act (ADA) regulation, as well as all applicable state, federal and local laws.

Please note that on March 27, 2012 the Department of Industrial Relations determined that this work is subject to prevailing wage requirements. Contractor is responsible for complying with all applicable prevailing wage laws. Contractor will agree to defend indemnify and hold harmless SAFE and the Ventura County Transportation Commission, its officers, employees and data reporting consultants from and against any claim, lawsuit, administrative proceeding, damages, fines or penalties relating to the issue of non-payment of prevailing wages.

##### **1.2 Plans and Specifications**

Contractor shall keep at the field office a copy of all plans and specifications to which SAFE shall have access to at all times. Any additional documentation or specifications for new equipment or processes (i.e. transceiver, TTY, ATM, sonalert or smart card electronic devices as well as painting processes) shall also be kept by Contractor in the field office and be available for review by the SAFE staff or SAFE designated representative. Any call box specification plans the successful Contractor does not have shall be created by Contractor as part of an administrative task and may be facilitated by the SAFE staff.

##### **1.3 Rights of Entry and Permits**

Contractor shall be responsible for obtaining all rights of entry, encroachment permits and other licenses or permits required to perform the work hereunder.

##### **1.4 Materials and Workmanship**

All materials, parts and equipment furnished by Contractor shall be of high grade and free from defects. Enclosures shall not be replaced with others of lesser quality as measured by paint brightness, and coating integrity. Quality of work shall be in accordance with generally accepted standards and all work shall be subject to all warranty provisions mentioned in this contract. Materials and work quality shall be subject to the SAFE Manager's 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 future use.

### **1.5 Labor**

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 the contract.

### **1.6 Inspection**

All performance (including services, materials, supplies, and equipment furnished or utilized) shall be subject to inspection and approval by the Executive Director of the Ventura County Transportation Commission ("Executive Director") or a designated representative. Any SAFE authorized representative shall have access to the field office.

### **1.7 Condition of Site**

Throughout the term of the Contract, Contractor shall keep call box sites clean and free of rubbish and debris (including removed pad material). All unneeded materials and equipment shall be removed from the call box site immediately or as soon as the materials, tools, and equipment are no longer needed.

### **1.8 Reuse of Parts:**

Contractor shall reuse parts that have been damaged or replaced, assuming Contractor has repaired the parts and ensures that functionality is not degraded and the integrity of the component is not compromised.

### **1.9 Reserve Inventory**

Contractor is required to maintain a sufficient quantity of call box equipment, parts, and materials in stock in Contractor's Ventura County field office to fulfill the requirements of this Scope of Work and its attachments.

### **1.10 Storage of Materials**

Contractor shall store call box housings, electronics, poles, and other appurtenances within its Ventura County field office.

### **1.11 Communication**

Contractor shall ensure that the lead field technician and staff have the necessary communication devices for interacting efficiently with the SAFE staff, other designated representatives, and partner agencies. The devices to be provided by the Contractor must include, but are not limited to, a cell phone, office phone, fax machine, and email services with the capability to send and receive Microsoft Access® database or equivalent files.

## **2. CALL BOX MAINTENANCE SYSTEM**

A maintenance system is currently in place to monitor the SAFE call box system whose information may need to be transferred to the Contractor's maintenance system. SAFE is responsible for obtaining all call box data and providing it to the successful Contractor to be inputted into its maintenance system. The Contractor shall facilitate such transfer by working with SAFE to format data accordingly. The Contractor will not be compensated for maintenance tasks until SAFE call box system data is inputted into the Contractor's maintenance system, if necessary, and the maintenance system, as required by this Agreement, is fully operational. SAFE retains ownership of all files containing call box related data provided to the Contractor and software developed by Contractor for the exclusive use of SAFE and its call box system for the purpose of this project. All such data and software shall be turned over to SAFE at the termination of the contract.

All SAFE call boxes shall be monitored by a maintenance system and each box shall make one (1) call every two (2) days into the system for a diagnostic check-up. The Contractor's maintenance system shall be compatible with the SAFE call box communication devices. It is the Contractor's responsibility to upgrade its maintenance system in order to perform the necessary maintenance tasks described in this section with the SAFE call boxes and the overall system. Contractor shall not change any devices in the call boxes to make them compatible with its maintenance system. The cost of such upgrade shall be included in the Price Proposal Form in Exhibit A. Any changes and/or upgrades to the maintenance system that is not for the purpose of performing the tasks required in the project shall be at the cost of the Contractor. SAFE recognizes that the maintenance system hardware and software developed prior to the acceptance of this project is the property of the Contractor.

The maintenance system must record all work orders related to the call box system and other general information and specifications of each call box in the SAFE system as specified in Exhibit B. These work orders along with call box related general information must be easily retrievable and able to download into an Excel® spreadsheet or similar program. All information, including historical data, within the maintenance system must be accessible to the SAFE staff and its data reporting consultants at any time in an easily retrievable format compatible with Excel or a similar program approved by the Executive Director. The SAFE staff and its data reporting consultants shall monitor all repairs done each month, the timeliness of such repairs, and the number of times each call box calls into the maintenance system via the maintenance system.

Contractor shall meet with SAFE Manager and the SAFE data reporting consultants shortly after award of contract to finalize the needs and the layout of the Call Box maintenance system database and to determine appropriate access for SAFE staff and its data reporting consultants.

### **3. CALL BOX MAINTENANCE TASKS**

The Contractor shall perform the following tasks and administrative tasking routinely throughout the term of the contract. All Task E (Special Projects) work will be initiated through SAFE-issued Task Orders.

Some call box repair and maintenance tasks listed hereafter may need to be performed immediately if the repair needed is presenting a potential hazard or if call box components are broken off and in the way of traffic. Should Contractor need to pick up broken off parts, Contractor shall also repair that damaged call box at the same time to minimize the number of trips needed to repair the call box, to the extent reasonable.

#### **Task A. Corrective Maintenance**

Contractor shall perform corrective maintenance as needed on all call boxes. Corrective maintenance includes all repairs to the call box associated with electronics, transceivers, power supply (battery and solar panel) and the interface with the cellular system or anything that affects the proper function of the call box. All equipment and materials used to perform repairs must be removed immediately after completion of the repair. Corrective maintenance requires that the Contractor be accessible to CHP to report non-operational call boxes.

Upon notification that a call box is out of service from CHP, SAFE, or the maintenance system, Contractor shall determine the cause and if due to general failure of the call box, 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 that were reported shall be completed by 5:00 PM on the following day of the report, regardless of whether foundation work is required. Upon a report on a Friday, holiday or weekend, the call box shall be repaired by 5:00 PM on Tuesday following the report. Contractor shall provide management and field staff sufficient to perform repairs on call boxes within the established time periods. Should the Contractor not be able to meet these specified timeframes, Contractor must notify SAFE Manager in writing with the reasons why such repairs must be delayed.

## **Task B. Preventive Maintenance**

Contractor shall perform the following preventive maintenance tasks at least two (2) times a year, at approximately six-month intervals as necessary to keep call boxes clean and operational. Contractor shall report to SAFE Manager any unusual findings made while performing preventive maintenance. The preventive maintenance activities for all call boxes shall include, but are not limited to the following tasks:

- 1 Cleaning, sanding off rust, and painting of call box housings, as necessary (see below);
- 2 Checking call box housing doors, magnets, and springs;
- 3 Replacement or addition of outdated, damaged, or missing instruction placards and vandalism stickers;
- 4 Removal of items not part of call boxes, 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:
  - o Removal of faceplate (as necessary);
  - o Performing voice test calls on each call box;
  - o Checking outer door, handset and illumination for proper operation;
  - o Checking call connect light;
  - o Checking hook switch; and
  - o Checking cellular antennae and cable.
- 7 Minor cleaning 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 sign;
- 9 Visual inspection of the solar panel orientation and cleaning of the solar panel collecting surface;
- 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 and repair of the pedestrian pad, if any;
- 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 the call boxes on sound walls.

Contractor shall use preventive maintenance visits to protect boxes from corrosion and fading. The color of all call boxes shall fall between Pantone® yellow no. FL100 and Pantone® yellow no. FL123. Contractor shall replace or repair any such defective enclosures in a timely and satisfactory manner. Contractor shall receive approval from SAFE Manager prior to proceeding with replacement.

## **Task C. Knockdown and Vandalism Repairs**

Maintenance repairs and/or replacements required as a result of damage by vandalism, or other willful acts, collisions, and other such causes (including insect intrusion) will be performed by Contractor. If damages are reported by 8:00 AM on a workday, Contractor shall have the call box placed back in service and restored to its original site type by 5:00 PM on the same day. If damages are reported after 8:00 AM, Contractor shall have the call box back in service by 5:00 PM on the following workday. If foundation work is required, Contractor shall have the call box placed back in service by 5:00 PM on the second workday following notification. For damages reported on a holiday or weekend, the call box shall be repaired by 5:00 PM on the first workday following the notification. In some cases, knockdown and vandalism repairs may be needed as soon as possible because of a potential hazard. SAFE Manager shall notify Contractor of such events.

Contractor shall provide work orders and other related information on a knocked down call box to SAFE and its designated representative to assist in knockdown recovery efforts.

Contractor shall salvage any or all parts of the damaged call box as long as the integrity of the component is not compromised.

#### **Task D. Temporary Removal and Reinstallation**

##### **1. Temporary Removals**

At the request of SAFE, Contractor shall remove call boxes from existing locations on an as-needed basis to accommodate freeway construction and other projects that come into conflict with SAFE call boxes. Whenever possible SAFE will give two (2) weeks advance notice to Contractor of upcoming temporary removal. In special cases, removals may be required immediately. SAFE retains ownership of call boxes authorized for removal, and Contractor shall store removed boxes at its Ventura County location and make all removed call boxes available for reinstallation at any time. Contractor shall coordinate the removal, deactivation of long-term temporary removals, and storage of call boxes as requested by Caltrans or SAFE staff. Contractor shall also maintain proper inventory documentation. In some cases, Contractor may need to pick up boxes that are temporarily removed by Caltrans or its contractor at off-site locations. Coordination for pick up shall be the responsibility of the Contractor. Some call boxes may be temporarily removed for several years, depending on the nature of the construction project.

##### **2. Reinstallation**

Once construction project is complete and the call box temporary removal is no longer needed, Contractor shall coordinate reinstallation and deferred installation tasks including permitting, site approval, installation, and reactivation. Contractor shall get the call box back in service within four weeks of when Contractor is notified of reinstallation need. Some construction projects may cause the call box to be permanently inaccessible. In such cases, Contractor shall recommend new locations for the call boxes to SAFE. At the discretion of SAFE staff, call boxes that have become inaccessible may also be selected for permanent removal rather than relocation. Should the call boxes have new sign numbers or phone numbers due to relocation, Contractor shall notify SAFE, its data reporting consultants, and CHP immediately and reflect the changes in the maintenance system.

#### **Task E. Special Projects**

Contractor may be requested to conduct special projects throughout the term of the Contract. Special projects may include but are not limited to: installation of new call boxes for SAFE, partner agencies, and other entities; removal or relocation of call boxes due to special circumstances; landline conversion of some call boxes; and/or special site evaluations related to the call box system. In addition, there are three (3) special projects under Task E that shall be completed over the duration of the contract; 1) implementation of a call box reduction plan which identifies call boxes to be removed from the system; 2) upgrading of the remaining call boxes to 4G cellular service prior to AT&T's announced cutoff date for 3G service; and 3) completion of an ongoing project to install and repair access pathways for approximately 20 call boxes using appropriate construction techniques to allow for proper drainage over the engineered grade of the State's right-of-way and to comply with Caltrans roadway drainage standards and specifications.

#### **4. ADMINISTRATIVE TASKS**

Over the term of the contract, the Contractor shall be responsible for the administrative tasks detailed below in order to perform maintenance tasks. These administrative tasks shall be included within the flat rate for maintenance proposed by the Proposer.

##### **A. Meetings, Field Surveys, and Correspondences**

Contractor shall be required to attend meetings that relate to the call box system as requested by SAFE staff. Contractor shall respond to written and email inquiries regarding the call box system submitted by SAFE staff in a timely manner. In addition, coordination with SAFE staff may be required to assist in producing a monthly report of call box statistical information. At the request of SAFE staff, plans, drawings, maps, and other documents shall be provided by the Contractor to SAFE at no additional cost to SAFE.

## **B. Encroachment Permits**

Encroachment permits are required prior to doing work on Caltrans-owned right of way. Contractor 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 comply with all terms of the permits, in particular any requirements related to lane closures necessary to complete the Tasking under this contract.

## **C. Inventory and Supplies**

SAFE occasionally sells used call box supplies to other vendors and may request Contractor to coordinate sale and delivery of such supplies.

## **D. Maintenance System Management**

Contractor shall maintain and frequently update the call box maintenance system to reflect changes in site location, site type, etc. Contractor shall also maintain an accurate, up to date database containing information on the entire call box system as detailed in *Exhibit B, Call Box System Database*.

The Call Box System Database shall include all information relating to system components. This information includes, but is not limited to, controller card type, transceiver model and type, and TTY device type. Fairly recent digital call box pictures and complete latitude and longitude data shall also be included. These are available initially through SAFE and its data reporting consultant, but shall be updated by Contractor with photos taken during preventive maintenance visits or whenever Contractor makes a change to the call box site. Contractor shall furnish its own digital camera and GPS devices.

The Call Box System Database shall include, at a minimum, the following maintenance information on the call box system:

- 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 (if 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 (report date where applicable), site visit date and time, sign number, and date and time of completion.

Some specifications of the Call Box System Database and overall maintenance system may be altered by Contractor with prior written approval from the Executive Director. At the request of the Executive Director, additional information in the Call Box System Database may be added or unnecessary information deleted.

As stated above, all information, including historical data, within the maintenance system must be accessible to SAFE staff at any time the Executive Director or his or her designee. The SAFE staff monitors all repairs done each month, the timeliness of such repairs, and the number of times each call box calls into the maintenance system.



## EXHIBIT A



### **APPENDIX C,** **Price Proposal Form**

All prices proposed in Section I below for Items Price Proposal 1 (PP1) 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 Price Proposal 2 (PP2), 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 Proposer's maintenance system operational to satisfy requirements laid out in this RFP as described in Appendix A, Section 2 and 4D. While including a set-up/upgrade cost is optional for purposes of the proposal, those requirements of the maintenance system must be satisfied whether or not the Proposer includes a onetime cost in its submitted proposal. 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 Appendix A, Task 3A, Corrective Maintenance; Task 3B, Preventive Maintenance; Task 3C, Knockdown and Vandalism Repairs, Task 3D., Temporary Removals and Installations, and Section 4, Administrative Tasks	\$ 40.81
PP2. Fully loaded labor rate for times and materials compensated special projects specified in Appendix A, Task 3E:	
a. Hourly Rate for Regular work, Monday - Sunday (between the hours of 0600 and 1900)	\$ 93.73
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	\$ N/A	\$ 2,300.00
10W Solar Panel Assembly	\$ N/A	\$
20W Solar Panel Assembly	\$ 225.00	\$ 125.00
Antenna Assembly w/ cable - dual band	\$ 130.60	\$ 90.60
<b>New Call Box Sites</b> (includes all required materials, and any other costs to SAFE)		
Site Type A	\$ 1,596.50	\$ N/A
Site Type D	\$ 1,600.00	\$ N/A
Site Type F	\$ 1,400.00	\$ N/A
Site Type G	\$ 1,400.00	\$ N/A
Site Type H	\$ 1,400.00	\$ N/A
Site Type K		\$ N/A
Site Type L	\$ 1,400.00	\$ N/A
Site Type M	\$ 1,400.00	\$ N/A
<b>Maintenance Items for Aluminum Call Boxes</b>		
Pole - Regular and Behind Guardrail F type	\$ 220.00	\$ 75.00
Pole - Modified F2 type	220.00	75.00
Aluminum Housing with Front Door	N/A	300.00
Saddle (pole mounting)	N/A	20.00
Aluminum Faceplate only (no electronics)	N/A	75.00
Handset and armored cord	\$ 130.00	\$ 90.00
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	\$ N/A	\$ N/A
20W solar panel with bracket	\$ 225.00	\$ 125.00
RF cable to antenna	\$ 38.00	\$ N/A
Solar cable to solar panel	\$ 38.00	\$ N/A
Misc other smaller cables and harnesses	\$ 38.00	\$ N/A
Aurora Controller Board	\$ N/A	\$ 300.00
Interface Board to Aurora Input/Output	\$ 225.00	\$ 170.50
Digital Radio -- TC65 Siemens radio module	\$ N/A	\$ N/A
TTY Lite Controller Board	\$ 303.00	\$ 212.00
TTY Lite Illuminated LCD display assembly	\$ 656.00	\$ N/A
TTY Keypad	\$ 240.00	\$ 125.00
Sign Diamond & Anti-Graffiti w/ HR numbers	\$ 217.00	\$ N/A
Sign bracket wall mount	\$ 75.00	\$ N/A
Solar bracket post wall mount	\$ 200.00	\$ N/A
Installation kit	\$ 125.00	\$ N/A
Mounting hardware	\$ 20.00	\$ N/A
Sign hardware	\$ 20.00	\$ N/A
Wind brackets	\$ 20.00	\$ N/A
Auger foundation	\$ N/A	\$ N/A
Non-auger foundation	\$ 200.00	\$ 100.00
60" x 60" composite pad	\$ 385.00	\$ N/A
Rapidset concrete	\$ 17.00	\$ N/A
General purpose cement	\$ 6.00	\$ N/A
Tapco handrail (V-Loc)	\$ N/A	\$ N/A
Conduit and fittings (wall mount)	\$ 200.00	\$ N/A
<b>Call Box Upgrade Options (Single Unit Pricing)</b>		
Digital Upgrade — GSM (Aluminum)	\$ 850.00	\$ N/A

## Attachment B - Consultant Proposal



Proposal Submitted:  
May 13, 2020 at 3pm PST

# SAFE CALL BOX MAINTENANCE



Prepared for:

Ventura County Transportation Commission

ATTN: Ms. Amanda Fagan

Director of Planning and Policy

950 County Square Drive, Suite 207

Ventura, CA 93003

afagan@goventura.org

Prepared By:

CASE Emergency Systems

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Irvine, CA 92618-2074

(949) 988-7500

### CASE Emergency Systems Authorized Negotiators

Sebastian Gutierrez  
Chrisann Lawson

(949) 988-7500 x501  
(949) 988-7500 x504

President/CEO  
Vice President

#### Proprietary Notice

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## A. Transmittal Letter

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Sebastian Gutierrez, President and CEO formed CASE Systems Inc. in 2008 in order to acquire the call box business (assets) of Comarco Inc. (a publicly traded company). Mr. Gutierrez started with Comarco in 1996 as VP of the Call Box Division. He holds a BSE from Princeton University and an MBA from the University of Southern California and has overall responsibility for developing and maintaining all aspects of the business.

Comarco acquired the Cubic Communications Call Box Business in 1997. With this acquisition came the MTC SAFE, TAMC-SAFE, CVR-SAFE and Ventura County SAFE programs, Cubic personnel and subcontractors. Comarco successfully maintained most if not all call box systems in the state.

In July 2008, Mr. Gutierrez purchased the Call Box Division from Comarco and renamed the new company CASE Systems Inc. The acquisition was completed when CASE assumed Comarco's existing contracts and acquired all assets, including the intellectual property of the division. CASE Emergency Systems is a privately-owned design and engineering company that manufactures solar powered, wireless emergency phones that improve public safety. Additionally, we provide complete installation and maintenance services for our products.

Since our inception as a private, Small Business Entity (SBE) Corporation, CASE has continued to successfully design, manufacture, install and maintain hundreds of new call boxes annually. In the past twelve 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 throughout California and the Arizona desert.

In 2014, CASE expanded our product line and introduced our wireless Blue Light E-phones and Towers. The new security phones with advanced features are deployed on college campuses, transit stations, parking structures and parks helping improve public safety. Along with the new phones and features came a new name. In 2018 we changed our company name from CASE Systems Inc. to CASE Emergency Systems to better identify our public safety products in the markets we serve.

Again in 2014, we successfully engineered and manufactured our first CASE radio upgrade kits in preparation of the AT&T 2G sunset scheduled for December 2016. By the end of 2016, CASE successfully manufactured and installed 3G upgrade modules for nearly 9,000 call boxes throughout the United States.

In 2019, as we did in 2014 with our 3G modem, CASE successfully engineered and manufactured our AT&T and Verizon Wireless lab certified 4G calling module (modems) in preparation of the of the Verizon Wireless 3G sunset by year-end 2020 and AT&T sunset in 2021.

CASE is a California corporation and is headquartered at 5 Goddard in Irvine, California, in a 6000 SF office and warehouse facility, and employs 38 professional, administrative and skilled field technicians. We lease 8 office/warehouse facilities each approximately 2000 SF or greater in size in the counties of

Orange, San Diego, San Bernardino, Ventura, Los Angeles, and Sacramento and an east coast service facility in Whitestone, NY. These offices are staffed with technicians who are equipped with the tools, inventory, equipment and fleet to perform the daily installation and maintenance activities in their designated regions. Additionally, we have two regional sales offices that are in Houston, TX and Indianapolis, IN.

CASE holds a C7 Contractors License and is registered with the Department of Industrial Relations (1000015440) in the State of California. CASE will pay the applicable prevailing wage rates to our employees for the work being performed on the project.


As the original manufacturer of the wireless, TTY call boxes used by the majority of the California SAFE agencies, and the current maintenance contractor for the Ventura County SAFE System, CASE staff and field technicians have an unequalled investment in the product they represent. Robert (Bob) Lucio, Regional Supervisor has over ten years of experience maintaining the CVRS, MTC and the neighboring county area call box systems. Bob leads a team of skilled technicians that conduct the daily maintenance tasks. Eddy Franco, Senior Field Technician for the Ventura County SAFE System, reports to Bob Lucio and provides services from our Ventura facility located at 534 Montgomery Av, St 305 Oxnard, CA 93030

CASE will be the prime contractor for the project and only CASE employees will provide the call box services described in this proposal. CASE has no potential conflicts of interest that exist relative to the services to be provided under Agreement for services to be awarded pursuant to this RFP.

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 Ventura County SAFE on behalf of CASE Emergency Systems:

<u>Name</u>	<u>Title</u>	<u>Address</u>	<u>Phone</u>	<u>Fax</u>	<u>Email</u>
Sebastian Gutierrez	President/CEO	5 Goddard Irvine, CA 92618	(949) 988- 7501	(949) 988- 7520	sgutierrez@casees.com
Chrisann Lawson	Vice President	5 Goddard Irvine, CA 92618	(949) 988- 7504	(949) 988- 7520	clawson@casees.com

We look forward to working with you on this project.



Sebastian E. Gutierrez  
President / CEO  
CASE Emergency Systems



## B. Firm Experience and Qualifications

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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.

### **Minimum Qualifications Met**

CASE is very familiar with the history of the Ventura County SAFE call box system. Cubic Communications was the original supplier of the system when it was installed in the 1990's. Comarco purchased the Cubic Inc. Call Box Division in 1997 and continued providing maintenance services.

- **CASE assumed Comarco's then contract with the Ventura County SAFE in 2008.**
- **In 2013, CASE was awarded a new maintenance contract and has continued providing maintenance to the system over the past seven years.**
- **CASE leases a service facility in Oxnard where daily maintenance services are conducted.**
- **CASE operates an electronic maintenance system where we record and track call box repairs and archive the service data.**

Following are the experienced CASE employees who will provide the management, maintenance, and recordkeeping services for the CVR - SAFE call box system.

### **Sebastian Gutierrez, President/CEO**

- Based at CASE headquarters; 5 Goddard, Irvine, CA 92618.
- Phone: 949-988-7501; email; [sgutierrez@casees.com](mailto:sgutierrez@casees.com)
- Started with Comarco in 1996 as VP of Call Box Division
- In July 2008, he purchased the Call Box Division from Comarco and renamed it CASE Emergency Systems
- Mr. Gutierrez has overall responsibility for developing and maintaining all aspects of the Business.



- Mr. Gutierrez holds a BSE from Princeton University and an MBA from the University of Southern California.

**Chrisann Lawson, Vice President**

- Based at CASE headquarters; 5 Goddard, Irvine, CA 92618; Phone: 949-988-7504; email; [clawson@casees.com](mailto:clawson@casees.com)
- Formerly with Comarco Wireless and GTE Call box Divisions has over 25 years' experience in Call Box and the various aspects of business management.
- Planning and implementation of new projects and customer relationship maintenance.
- At CASE, she has continued her management role while assisting in new business development, sales and marketing, project planning, personnel management, and overall business operations.
- She holds a Communications degree from the University of Colorado.
- Is responsible for sales activities and customer relations.

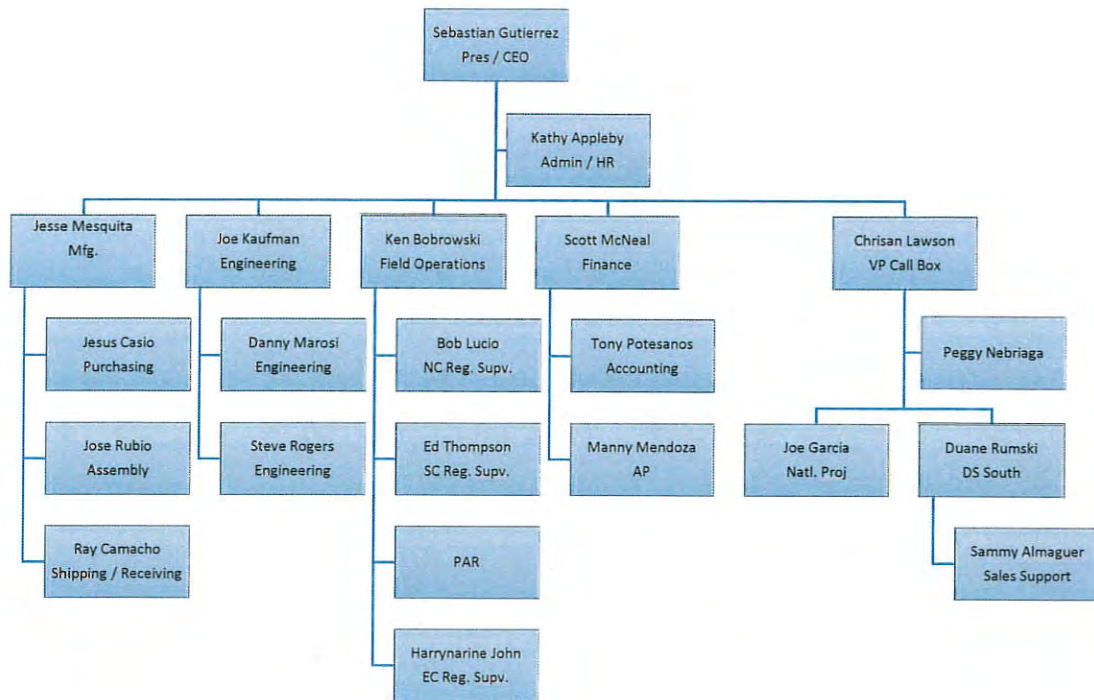
**Ken Bobrowski, Operations Manager**

- Based at CASE headquarters; 5 Goddard, Irvine, CA 92618; Phone: 949-988-7500; email: [kbobrowski@casees.com](mailto:kbobrowski@casees.com)
- Ken is the newest member of the CASE Systems management team. He joined CASE in December 2017.
- Ken brings 17 years of project management in the Electronic Security Industry ensuring customer satisfaction.
- Mr. Bobrowski is responsible for field operations management, Additionally, he manages the CASE Safety Plan for CASE and is responsible for ensuring all field employees are equipped with the tools, safety equipment and knowledge to perform their job safely.
- Mr. Bobrowski reports directly to Mr. Gutierrez, CASE President

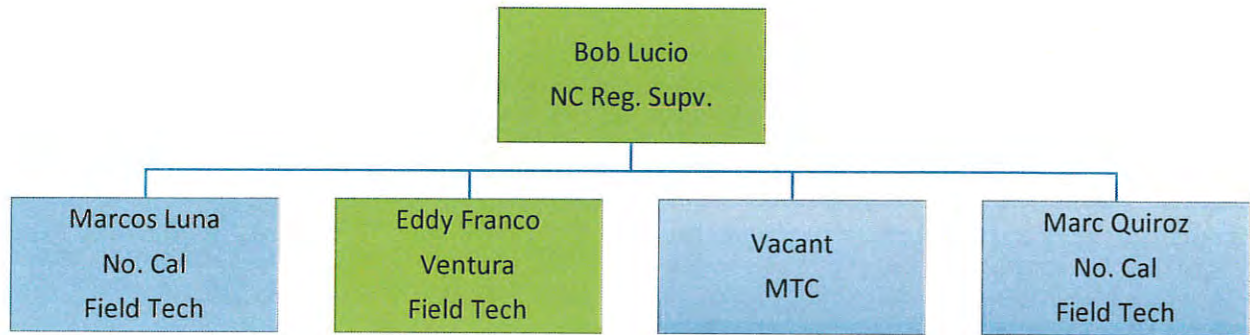
**Robert Lucio, Regional Supervisor**

- Based at CASE Sacramento office; 8569 Morrison Creek; Suite 100; Sacramento, CA 95828.
- Has been with CASE for 14+ years where he has been involved with the MTC & Sacramento Call Box projects his first nine years and managing the Ventura County SAFE project the last five years supervising corrective and preventive maintenance services upgrades and removals.

- Bob was instrumental in the recent Ventura County SAFE Call Box Modernization project that included upgrades from 2G to 3G, call box removals, ADA retrofits and repainting of housings. He was a key team member on the mitigation project in MTC ensuring the site improvements were completed to specification and met MTC SAFE's inspection and approval.
- Over the years Bob has been involved in several large system wide upgrades and has completed well over 1000 ADA site retrofits for various SAFE agencies.



## Ventura Project Organization Chart





### Contractors Qualifications and References

CASE has completed many projects of similar scope to the Ventura Call Box Maintenance and Upgrade contract. Each project listed below was completed on time and per Caltrans specifications.

#### References

<u>Customer</u>	<u>Contact</u>	<u>Address</u>	<u>Similar Work</u>
SBCTC	Kelly Lynn Chief of Air Quality & Mobility Programs <a href="mailto:klynn@gosbcta.com">klynn@gosbcta.com</a>	1170 W. 3 <sup>rd</sup> St. 2 <sup>nd</sup> Flr San Bernardino, CA 92410 909-884-884-8276	Call Box Maintenance 3G &4G Upgrade
MTC	Steve Terrin SAFE Program Mgr. <a href="mailto:sterrin@mtc.ca.gov">sterrin@mtc.ca.gov</a>	375 Beale St. San Francisco, CA 94105 415-778-6605	Call Box Maintenance 3G &4G Upgrade
RCTC	Brian Cunanan CBX Project Mgr. <a href="mailto:bcunanan@RCTC.org">bcunanan@RCTC.org</a>	4080 Lemon Street Riverside, CA 92410 951-787-7943	Call Box Maintenance 3G &4G Upgrade
CVRS	Barbara VaughnBechtold SAFE Program Manager <a href="mailto:bvaughanbechtold@sacog.org">bvaughanbechtold@sacog.org</a>	1415 L Street, Suite 300 Sacramento, CA 95814 916-340-6226	Call Box Maintenance 3G & 4G Upgrade

## C. Subcontractor Information

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CASE does not intend to subcontract any of the work in this contract.

## D. Work Plan

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### A. Project Understanding

CASE has worked extensively with Ventura County SAFE personnel through the years. We understand the tasks required to complete the scope of work in the contract.

We believe that we have developed a good working relationship with the Ventura County Staff that has been forged from our strong work ethic and technical understanding of the call box system and geography. CASE understands that Ventura County SAFE is seeking to obtain services to include, preventive maintenance, repairs, temporary site removals and reinstallations. Ventura County SAFE also requires three (3) special projects under Task E to be complete over the duration of the contract, 1) Implement a call box reduction plan 2) Upgrade the remaining call boxes to 4G and 3) Install and repair approximately 20 call box pathways to allow for access and drainage on the right-of-way that complies with Caltrans guidance.

CASE meets the necessary requirements outlined in the RFP to perform all technical and analyses necessary to complete the scope of work for the three-year term of the contract and each optional one-year extension.

### B. Technical Approach

#### 1. Introduction

This section contains our work plan for how we propose to continue the maintenance of the Ventura County call box system. Robert Lucio, Regional Supervisor, will be the project manager and will continue his role as the primary point of contact for the Ventura County SAFE Program Manager on the day-to-day issues of the system.

As stated previously, Bob Lucio and Eddy Franco will conduct the daily maintenance tasks for the Ventura County SAFE system from our leased Oxnard



facility.

The corrective maintenance service to the system will be performed daily as the alarms dictate and the twice-yearly preventive maintenance service will be conducted every 12 months. CASE has assembled the appropriately sized staff to allow us to meet the requirements of the maintenance contract. Eddy Franco will be the Field Technician performing the daily corrective and preventive maintenance repairs to the system. Additionally, CASE has trained technicians from other projects who provide back-up support as required to ensure the service needs are met for all our customers.

At the start of the contract, CASE will schedule a meeting with Ventura County SAFE Program Manager to review the scope of work for the maintenance of the system and the special projects under Task E. While we propose to follow the same methodology for maintaining the Ventura County SAFE system as we have in the past, we will use the meeting to review past practices and seek feedback from the SAFE Program Manager on any new or additional practices and procedures they would like implemented. Our goal will be to not only complete the requirements of the contract as proposed but to exceed expectations.

Much of the longevity of the call box system is owed to the design of the system. The roadside call boxes are only one component of the five elements that make up the call box system (see below). Paramount to a well maintained and operating call box system is a well-functioning and integrated Maintenance Computer "MC" that generates diagnostic reports. The paragraphs below describe the activities that we will perform under the desired scope of work – Corrective, Preventative and Knockdown Maintenance.

Our Ventura office is stocked with the necessary personnel, tools, and inventory to maintain the Ventura County call box system. As the manufacturer of the call box, we have ample supply of replacement parts in stock, and solid partnerships with our suppliers to ensure the availability of inventory to support all our SAFE customers. Our daily work plans are guided in part by the maintenance reports generated by the **CMC** as described below.

## 2. Daily Call Box Maintenance

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 (**CMC**). When a call box is installed, it can make motorist calls to the private answering center immediately and a second program call to the **CMC** to report up-to-the-minute, near real-time alarm information. These daily alarm and exception reports represent the operational status of each call box within the entire call box system. Upon contract execution, CASE will continue the routine corrective and preventive maintenance to the approximate 420+ 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 and CASE will perform all work necessary to maintain the call boxes to the highest standard. All system maintenance activities will be updated in the CASEAlert System (Replacement to the old ADMIN System - Database) which serves as the depository for all service history. Ventura County SAFE Program Manager and authorized users will have access to the CASEAlert system to review records and history.

## 3. Report Calls

Report calls are made by each call box at daily intervals as programmed by the **CMC**. After a call from a call box is received, the **CMC** 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 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 County 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



Excessive call attempts	Lamp pass or fail
Battery voltage low	
Solar Panel disconnected	
No solar power detected	
TTY Display	
Handset	

#### 4. Additional Service Reports

CASE acknowledges that the level of maintenance information desired by each SAFE agency can vary. While the CASEAlert System, discussed later in the proposal, provides customers access to a wide range of in-depth maintenance history, reports, and call box site details, sometimes a monthly system summary is enough to keep well informed of the maintenance activities of a system. On a quarterly basis, CASE will provide to the SAFE Program Manager the entire *System Installed Report (As defined in Appendix A-2 of the RFP)*. Additionally, on a monthly basis, CASE will provide the entire *Call Box System Database*. CASE proposes to provide the Ventura County SAFE Program Manager these reports and any additional maintenance information that may be of importance to them at the stated monthly or quarterly intervals. A sample of a Corrective and Preventive Maintenance report is shown below and can be modified to include the data most relevant to Ventura County SAFE's needs. Additionally, CASE will provide reports to Ventura County SAFE specifying any problems encountered with the system, proposed solutions, or anticipated problem

#### 5. EMTEST Software Program

The CASE EMTEST is a proprietary software program designed specifically for troubleshooting and maintaining CASE call box systems. It is the definitive test program for call box technicians to test and repair call boxes in the field. Technicians will have this program on their notebook computers and will connect to the call box test jack. The following information will be displayed on the EMTEST diagnostics screen:

Handset Microphone - Pass or Fail.

Handset Earpiece (speaker) - Pass or Fail.

Battery Voltage - Pass or Fail.  
Solar Charging - Pass or Fail (within a 24-hour period).  
Tilt - Pass or Fail.  
Front Panel Light - On or Off.  
Call Connected LED (if present) - On or Off.  
Area Light (if used) - On or Off.  
Night Strobe (if used) - On or Off.  
Side Tone - On or Off.  
Audio Gain - Normal or High.  
Microphone - Normal or Muted.  
Charging Power - On or Off.  
Radio Power - On or Off.  
RSSI - Received Signal Strength Indicator.

The diagnostics screen allows the technician to troubleshoot alarms, make field repairs and test the results of their work. The EMTEST enables repairs to be made on site without having to take the call box into the shop for bench repairs. EMTEST is also used to program all dialing telephone numbers into the call box controller board. EMTEST will also program transceivers that do not use SIM cards. It is an essential tool for all technicians to efficiently and effectively repair and maintain the call box systems manufactured by CASE Emergency Systems.



## 6. EMTest Diagnostic Screen

**Callbox Programing and Diagnostics**

Print      Return

**NAM Programming**

Dial String

Dial / Send

End

RSSI  
-125 dBm

000 0000 0000 0000 0000 0000 0000 0000

☐ Manual Override of Outputs

☐ Stop Maintenance Calls

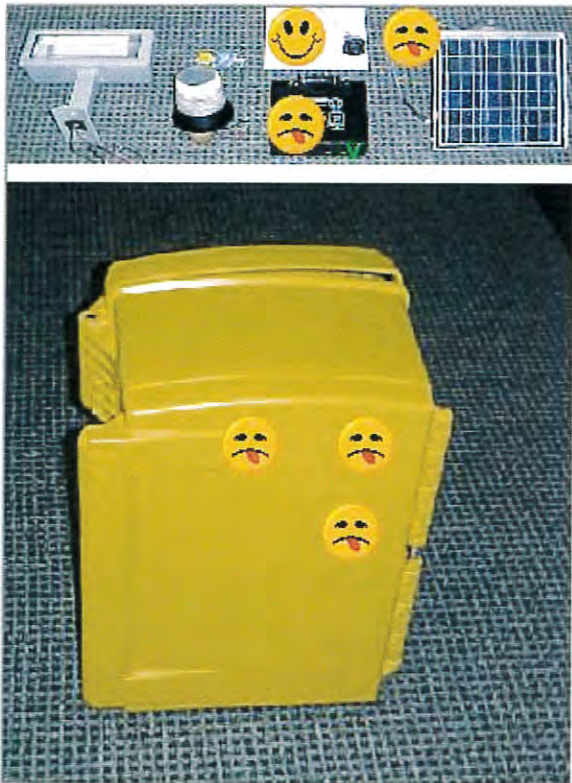
**Phone Numbers**

**Diagnostics**

**Firmware Versions**

**Network Info**

Handset Mic . . . .	Fail
Handset Ear . . . .	Fail
Battery . . . . .	Fail
Solar Sense . . . .	Fail
Tilt. . . . .	Fail
Front Panel Light .	Fail
Front Panel Light .	Off
Call Connected . .	Off
Horn. . . . .	Off
Area Light. . . . .	Off
Night Strobe. . . .	Off
Side Tone . . . . .	Off
Audio Gain . . . . .	Normal
MIC . . . . .	Normal
Charge Power . . . .	Off
Radio . . . . .	Off



## 7. Corrective Maintenance

Once notified by the CHP, maintenance computer reports, call answer center, or Ventura County SAFE personnel that a call box is out of service, our technicians will 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 call 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 the call box to its full operational condition.

CASE will respond to alarms that occur by 8:00AM by 4:00PM on the same day. For events that occur after 8:00 AM they will be completed by 4:00PM the following workday. For events that occur on Fridays, holidays or over the weekend, they will be completed by the end of the next business day. Damages that create a potential hazard or are in the way of traffic will be recovered as quickly as possible upon notification of the event. We will respond to run-away boxes or call boxes making excessive calls during the same response time as noted above.

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 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 change required.

## 8. Sample of Corrective Maintenance Report

Job #	Received	Call box sign #	Job name	Supervisor	Call box ID	Description
<a href="#">CM-208198</a>	2018-03-29 09:04:03	ALPHARETTA	City of Alpharetta / NP-753 / ALPHARETTA	Bobrowski, Ken	NP-753	Fail To Check In (04/28/2018) Low Battery (04/28/2018) Power Solar Alarm (04/28/2018) Programing Error (04/28/2018)
<a href="#">CM-211492</a>	2018-04-28 09:04:08	ALPHARETTA	City of Alpharetta / NP-755 / ALPHARETTA	Bobrowski, Ken	NP-755	Fail To Check In (04/28/2018)
<a href="#">CM-186291</a>	2017-07-30 09:05:26	Defense supply Ohio 3 T-2 West	Defense Supply / NP-1068 / Defense supply Ohio 3 T-2 West	Projects, National	NP-1068	Low Battery (04/28/2018)
<a href="#">CM-200555</a>	2017-12-18 09:04:15	Waterman Canyon Caretaker hous	Douglas County / NP-5014 / Waterman Canyon Caretaker hous	Bobrowski, Ken	NP-5014	Fail To Check In (04/28/2018) Power Solar Alarm (04/28/2018)
<a href="#">CM-199797</a>	2017-12-07 09:04:29	Bike trail near Colorado bl	Douglas County / NP-5020 / Bike trail near Colorado bl	Projects, National	NP-5020	Power Solar Alarm (04/28/2018)

## 9. Preventive Maintenance

Ventura County SAFE has requested that field visits be performed at each operational call box. The purpose of the visit will be to perform all necessary tasks to keep the call boxes clean and fully functional and the signs clean and repaired.



Additionally, CASE technicians will take the extra measure of performing 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. Prior to starting the PM work, CASE will notify the call answering supervisor to allow for staffing needs.

The PM activities for the call box system will include:

- Cleaning of the boxes and surrounding area as necessary;
- 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 TTY);
  - Removal of face plate (as necessary),
  - Perform test call,
  - Check outer door, handset and illumination for proper operation;
  - Aluminum / TTY call boxes do not use hook switch,
  - Check cellular antenna and cable;
  - Minor cleaning of the surrounding area of the call box (includes minor pruning, pulling of weeds and debris removal, spraying for insects);
- Cleaning and bolt tightening for the call box sign, and the 511 Roadside Assist Signs.
- Visual inspection of the solar panel orientation and cleaning of the solar panel collecting surface;
- Testing of the sonalert device
- Maintenance of the call box mounting pedestals or other devices used for mounting the call boxes on sound walls;

## 10. Sample of a Preventive Maintenance Report

Job #	S...	Contract #	Priority	Work performed	Office	St...	Mechanic's name	S...	Buil	Contract owner	Job type
PM-42787		MC-0359	Monitor	Completed routine prevent	1-Case Systems I...		Paulino, Andy	NY...		NYPD Telecomm...	PM
PM-42788		MC-0359	Monitor	Completed routine prevent	1-Case Systems I...		Paulino, Andy	NY...		NYPD Telecomm...	PM
PM-42789		MC-0359	Monitor	Completed routine prevent	1-Case Systems I...		Paulino, Andy	NY...		NYPD Telecomm...	PM
PM-42790		MC-0359	Monitor	Completed routine prevent	1-Case Systems I...		Ramacharan, Ve...	NY...		NYPD Telecomm...	PM
PM-42791		MC-0359	Monitor	Completed routine prevent	1-Case Systems I...		Paulino, Andy	NY...		NYPD Telecomm...	PM
PM-42792		MC-0359	Monitor	Completed routine prevent	1-Case Systems I...		Ramacharan, Ve...	NY...		NYPD Telecomm...	PM
PM-42793		MC-0359	Monitor	Completed routine prevent	1-Case Systems I...		Paulino, Andy	NY...		NYPD Telecomm...	PM
PM-42794		MC-0359	Monitor	Completed routine prevent	1-Case Systems I...		Paulino, Andy	NY...		NYPD Telecomm...	PM
PM-42795		MC-0359	Monitor	Completed routine prevent	1-Case Systems I...		Ramacharan, Ve...	NY...		NYPD Telecomm...	PM
PM-42796		MC-0359	Monitor	Completed routine prevent	1-Case Systems I...		Paulino, Andy	NY...		NYPD Telecomm...	PM
PM-42797		MC-0359	Monitor	Completed routine prevent	1-Case Systems I...		Ramacharan, Ve...	NY...		NYPD Telecomm...	PM
PM-42798		MC-0359	Monitor	Completed routine prevent	1-Case Systems I...		Paulino, Andy	NY...		NYPD Telecomm...	PM
PM-42801		MC-0359	Monitor	Completed routine prevent	1-Case Systems I...		Paulino, Andy	NY...		NYPD Telecomm...	PM
PM-42802		MC-0359	Monitor	Completed routine prevent	1-Case Systems I...		Ramacharan, Ve...	NY...		NYPD Telecomm...	PM
PM-42803		MC-0359	Monitor	Completed routine prevent	1-Case Systems I...		Ramacharan, Ve...	NY...		NYPD Telecomm...	PM
PM-42804		MC-0359	Monitor	Completed routine prevent	1-Case Systems I...		Paulino, Andy	NY...		NYPD Telecomm...	PM

## 11. 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 4:00PM using new and or salvaged parts only if the integrity of the component(s) is mechanically or structurally sound. CASE will also provide Ventura County SAFE Program Manager with work orders containing details of damages associated with knockdown occurrences to assist SAFE in recovery efforts. CASE recognizes that time is of the essence to the performance of this contract in that all knockdown and vandalism repairs must be completed by 4:00PM on the following workday from notification or by 4:00PM on the second full workday if foundation work is required. We recognize that knockdown and vandalisms may present a potential hazard and repairs may be needed as soon as possible. CASE technicians will respond with urgency in the recovery of the call box and in returning it to service when notified by Ventura County SAFE or its partner of such events. 511 signage events related to repair/replacement will follow the call box maintenance schedule.

## 12. Temporary Removals & Reinstallations

CASE will suspend the cellular service of the transceiver for long term site removals and remove call boxes and 511 signs from existing locations during freeway construction as needed or whenever deemed necessary by Ventura County SAFE. CASE will store the temporarily removed 511 signs, call boxes and poles and will store SAFE's permanently removed inventory 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 removed call box inventory and will provide Ventura County SAFE an account of customer stored inventory whenever requested. CASE will also recover boxes at offsite locations as directed by Ventura County SAFE or Caltrans.

Upon request by Ventura County SAFE to reinstall, CASE will coordinate activation if needed, of the call box unit and, with SAFE's approval, reinstall or relocate the unit to an ADA accessible site type within three weeks of notification to reinstall. 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 the Program Manager and CHP within 24 hours of occurrence.

#### 13. Establish a Local Maintenance Field Office

As noted previously, CASE has a local maintenance office located in Oxnard within Ventura County.

#### 14. Plans and Specifications

CASE will keep at the field office a copy of all plans and specifications to which Ventura County SAFE will always have access to. Any additional documentation or specifications for new equipment or processes (i.e. transceiver, TTY, or smart card electronic devices as well as painting processes) will also be kept at the field office and be available for review by the Ventura County SAFE Program Manager or Ventura County SAFE designated representative.

#### 15. Work to be Done

CASE will provide all of the material, equipment, tools and labor required to perform the work in the contract to meet and exceed Ventura County SAFE's expectations.

#### 16. Rights of Entry and Permits

CASE will be responsible for bearing all costs in obtaining all rights of entry, encroachment permits and other licenses or permits required by partner agencies to perform the work in the contract. CASE will be the point of contact when applying for permits and will coordinate field review meetings with Caltrans CHP and SAFE, when needed.

#### 17. Materials and Workmanship

All materials, parts and equipment furnished by CASE will match materials currently in

use in the Ventura County SAFE call box system and will be of high grade and free from defects. Replacement enclosures quality as measured by paint brightness, and/or coating integrity will be guaranteed by CASE against corrosion and fading for the term of the contract. CASE will store and maintain all call box materials in a manner that preserves their quality and fitness for future use.

#### 18. Labor

CASE acknowledges that all performance (including services, materials, supplies, and equipment furnished or utilized) is subject to inspection and approval by the Ventura County SAFE Program Manager or designated representative. CASE will only employ competent workers to perform the tasks under this contract and will be responsible for any and all services performed under the contract by its employees. CASE will comply with all applicable prevailing wage laws as stated in the contract.

#### 19. Inspection

CASE will keep call box sites clean and free of rubbish and debris (including removed pad and site material). Materials and equipment brought to the site such as cones, ladders, etc. for the specific purpose of repair, will be removed from the call box site as soon as the materials, tools, and equipment is no longer needed. CASE will make available access to CASE field offices by any Ventura County SAFE authorized representative for inspection and approval.

#### 20. Condition of Site

Where practical, CASE will reuse parts that have been damaged or replaced and will repair the parts, and/or ensures that functionality is not degraded, and the integrity of the component is not compromised. CASE will keep call box sites clean and will dispose of any material that is not usable, including, handrails, timber and pads. We will keep the call box and surrounding area free of debris and will keep the housings and handset clean and free of stickers and bugs.

### E. Inventory

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#### 1. Reuse of Parts

CASE will only reuse parts that have been repaired and functionality has not been degraded or the integrity of the component is not compromised.



## 2. Reserve Inventory and Supplies

CASE maintains adequate levels of inventory at all times in order to support our customers in the CA SAFE program in addition to our customers nationwide.

## 3. Storage of Materials

CASE will store any Ventura County SAFE owned call box housings, electronics, poles, and other parts either within our warehouse or at a location designated by Ventura County SAFE. The material will be organized and safeguarded in a secure area and accounted for to Ventura County SAFE by report when requested. CASE will be responsible for tracking of inventory and disposing of damaged or obsolete parts. All customer inventory will be stored in an organized manner and CASE will assist with coordinating the sale and delivery of parts as directed by SAFE. CASE will also return any customer owned material at the term of the contract.

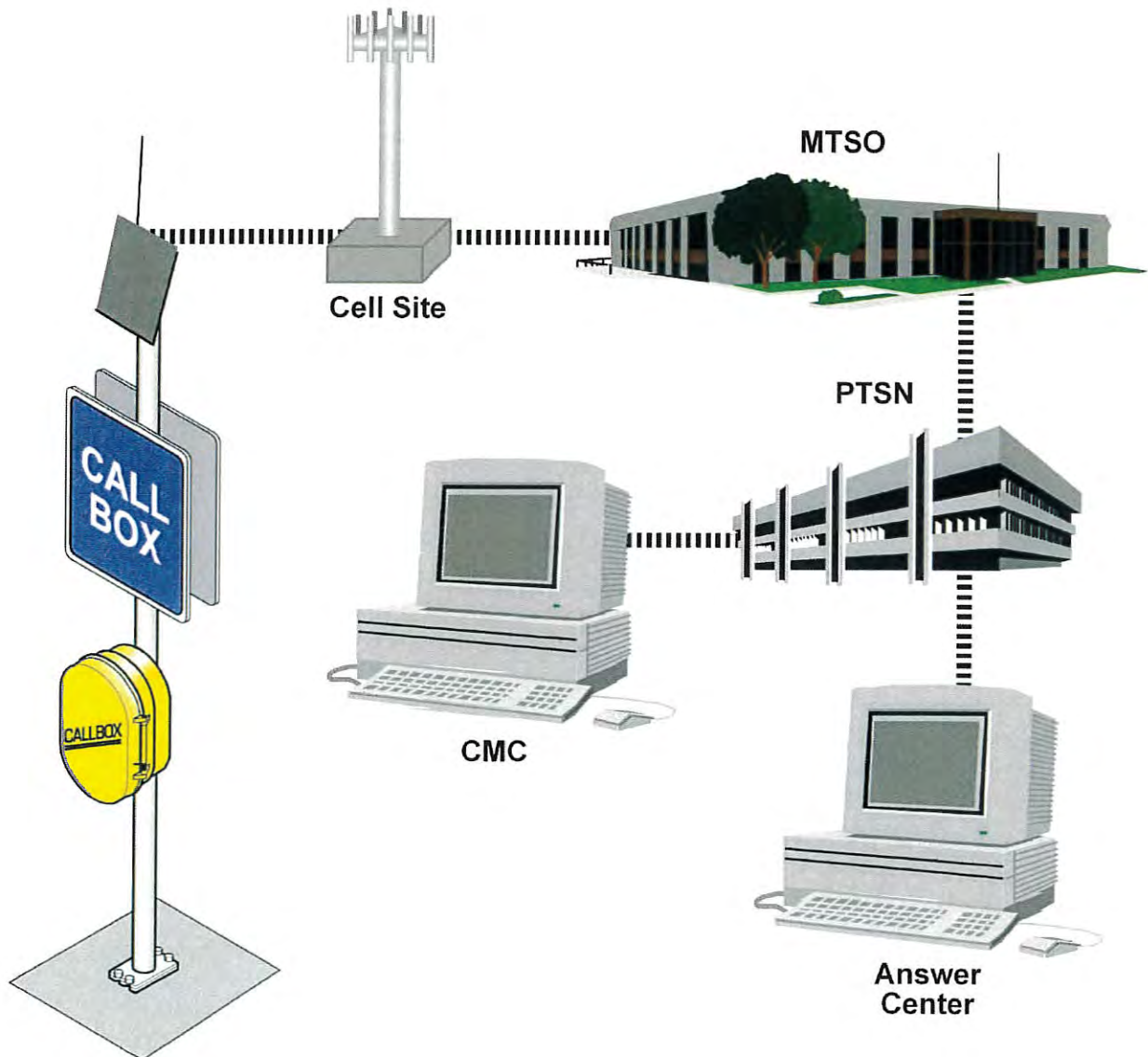
## F. Electronic Maintenance System

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### Communication

CASE Regional Supervisor and all field staff have the necessary communication devices for interacting efficiently with the Ventura County SAFE Program Manager, or other designated representatives, and partner agencies. Our field employees are equipped with a cell phone and laptop. Our Ventura office is equipped with phone, fax machine, and email services with the capability to send and receive Microsoft Access® database or equivalent files.

## CASE Call Box System Overview



### CASE Call Box Maintenance Computer (CMC)

With the advent of 3G wireless technology in 2016, the **CMC** was updated from DTMF communications protocol to an Internet Protocol (IP) based server. CASE's well tested **CMC** software is housed in a server farm in Irvine, CA. The Ventura County SAFE system was migrated into this new version of the MC during the 3G upgrade. This



move has proven to eliminate previous cellular errors caused by poor handling of DTMF codes by the digital system. The **CMC** 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 County SAFE network communicate directly with this IP based system via DATA transmission over the cellular network. The **CMC** is then connected to the CASEAlert System (described in detail below) via broadband links. While the **CMC** is an integral component of the overall call box system, the CASEAlert system is necessary for the management and administration of the duties associated with maintaining this complex system.

### **CASE Call Box Database Management System - CASEAlert**

The CASE Call Box Database Management System is referred to as CASEAlert. This system replaced the old ADMIN system a system that was originally designed and implemented in response to the requirements of certain SAFE programs years ago. As such, many of the features described herein were designed in order to meet those SAFE's needs. The following is an overview of the new CASEAlert system's uses and functions.

The CASEAlert system is a Customer Relationship Management (CRM) database originally designed for the elevator service industry under the name Liftkeeper. CASE modified the database to fit our product and administrative recordkeeping needs. The system was then renamed CASEAlert.

CASEAlert is our central database for all information regarding customers, contracts, and call box inventory by project, alarm reporting, maintenance records, pictures of call boxes and much more. The system allows us to manage every aspect of call box maintenance and productivity by controlled information sharing.

CASEAlert's webserver architecture makes it easily accessible by technicians, managers and customers from any device; iPhone, Android, Windows, tablet. CASE technicians use tablets and laptops to receive and update daily work tickets assigned to them. They attach pictures from broken equipment, to preventive maintenance, before and after pictures, to reviewing call box sites for ADA compliance and more to the call box file.

Customers like Ventura County SAFE access the system through a customer specific portal where the Program Manager will have access to their own maintenance history and system inventory. From the portal, the Program Manager can view and retrieve completed work orders, run reports and review picture attachments and monitor

maintenance performance on a map that plots each call box location by GPS coordinates.

The CASEAlert system connects daily with the CASE MC where it receives the daily alarm and exception data for the Ventura County SAFE call box system. This information becomes an open work ticket that the supervisor will assign to a technician. The technician will schedule their maintenance route based on the type of alarms reported on the work ticket.

The field maintenance activity is then recorded by the technician in CASEAlert through either laptop or tablet on site when safe or practical, or by no later than the end of the workday the service was performed.

Information Ventura County SAFE can expect to be collected in CASEAlert includes:

- General description of the system with picture,
- Cellular or satellite,
- Latitude and longitude,
- Site type,
- ANI,
- Mobile number,
- Answer point number and system,
- Description of parts, labor for completing the service.

The CASEAlert system is updated daily so work performed on any given day will be updated and accessible for viewing within 24 hours. CASEAlert provides the following reports: Exception, corrective and preventive, knockdown and status reports.

Inventory Reports will be provided by the project supervisor quarterly and certified payroll will be submitted to Ventura County SAFE or designated recipient as outlined in the kickoff meeting.

To access CASEAlert, a browser such as Firefox, Safari, Chrome, and Internet Explorer is required. No other software is required. CASE will activate a portal for the Ventura County SAFE Program Manager and authorized users which will allow you to log in. We will also provide Ventura County SAFE staff training on the system.



Following is an overview of how the CASEAlert system works.



## CASEAlert Product Sheet

### Overview

CASEAlert is the information platform we custom-tailored for your call box maintenance needs. All CASE Systems call boxes come preloaded with this proprietary software.



The map feature built into CASEAlert offers a data eye view of your system's operational status.

### HOW DOES CASEALERT WORK?



Everyday your call box reports its daily status to CASEAlert.



CASEAlert creates a detailed report and sends maintenance alerts if necessary.



We use the data CASEAlert provides to diagnose the problem and quickly dispatch a maintenance team.



We document any work we've conducted and CASEAlert records it for your viewing.



## CASEAlert Product Sheet

### See the alert

With your CASEAlert Snapshot. Colored flags on your map inform you at a glance which call box requires service and the severity of the alert.



### Know the solution

Before the maintenance crew reaches the box, CASEAlert lists all of the past and present maintenance needs of each call box in a simple format.

ID	Box	Location	Alert	Status	Priority
100001	Box 1	1234 Main St, City, State	Low Voltage	Open	Low
100002	Box 2	5678 Main St, City, State	High Voltage	Open	High
100003	Box 3	9012 Main St, City, State	Low Voltage	Open	Low
100004	Box 4	3456 Main St, City, State	High Voltage	Open	High
100005	Box 5	7890 Main St, City, State	Low Voltage	Open	Low
100006	Box 6	2345 Main St, City, State	High Voltage	Open	High
100007	Box 7	6789 Main St, City, State	Low Voltage	Open	Low
100008	Box 8	0123 Main St, City, State	High Voltage	Open	High
100009	Box 9	4567 Main St, City, State	Low Voltage	Open	Low
100010	Box 10	8901 Main St, City, State	High Voltage	Open	High

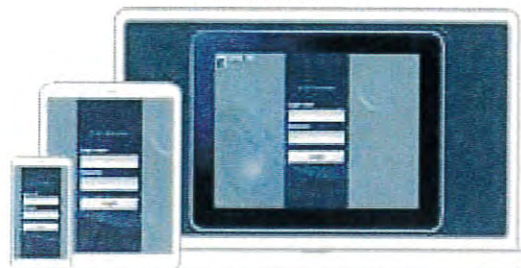
View all of your call boxes and their maintenance history



Download maintenance photos of your call box.

CASEAlert saves time. With the information it provides, troubleshooting maintenance issues becomes trivial.

### Check CASEAlert Anywhere





## Sample of Job List.

File Edit View History Bookmarks Yahoo! Tools Help

http://www.case-emergency.com/LiftKeeper/CMJobList.aspx?view=job\_list

Most Visited LiftKeeper / Elevator list Welcome to Facebook

YAHOO! Search

**LIFTKEEPER**

Call box list Job list PM list Maintenance map CM job list Work Log Logout

CM Job list

Export list to Excel

Job#	Job name	Priority	Work performed	Description of pro	Received -	Scheduled Date	Assigned Date	Completed Date	Project owner	Customer	Call box sign#	GEO Pos
CM-35679	Ventura 2 - VC-127	Monitor	X2-Sign Ventilation	FIELD WORK	04/17/2015 10:10	04/17/2015	04/16/2015 10:22	04/16/2015 10:22	Ventura County S	Ventura County S	VE-101-0303	
CM-35682	Ventura 2 - VC-465	Monitor	ZE-Sign Exchanged	Sign down	04/15/2015 16:12	04/15/2015	04/15/2015 17:15	04/15/2015 17:15	Ventura County S	Ventura County S	VE-118-0267	
CM-35621	Ventura 2 - VC-355	Monitor	XKX - Recovered and Reins	Xk- reported by chp	04/09/2015 12:17	04/09/2015	04/09/2015 16:00	04/09/2015 16:00	Ventura County S	Ventura County S	VE-001-0097	(34 1041, 119.08375)
CM-35488	Ventura 2 - VC-347	Monitor	OR-Outer Door Repair	Front or Outer Do	04/08/2015 10:02	04/08/2015	04/09/2015 12:07	04/09/2015 12:07	Ventura County S	Ventura County S	VE-001-0117	(34 31427, 119.36986)
CM-35352	Ventura 2 - VC-364	Monitor	OR-Outer Door Repair	Front or Outer Do	04/07/2015 10:02	04/09/2015	04/09/2015 16:11 00	04/09/2015 16:11 00	Ventura County S	Ventura County S	VE-001-0073	(34 08039, 119.05573)
CM-35291	Ventura 2 - VC-56	Monitor	NPF- No problem found	Tty calling CHP O	04/06/2015 14:50	04/06/2015	04/06/2015 14:52	04/06/2015 14:52	Ventura County S	Ventura County S	VE-101-0222	
CM-35061	Ventura 2 - VC-435	Monitor	BE-Battery Exchanged SE-S	Low Battery (04/	04/04/2015 10:02	04/15/2015	04/15/2015 15:30	04/15/2015 15:30	Ventura County S	Ventura County S	VE-118-0186	(34 28049, 119.85695)
CM-35002	Ventura 2 - VC-364	Monitor	KE-TTY Pad Exchanged	chp reported was	04/03/2015 16:45	04/03/2015	04/03/2015 15:40	04/03/2015 15:40	Ventura County S	Ventura County S	VE-001-0073	(34 08039, 119.05573)
CM-34965	Ventura 2 - VC-157	Monitor	BE-Battery Exchanged	Low Battery (04/	04/03/2015 10:02	04/03/2015	04/03/2015 14:25	04/03/2015 14:25	Ventura County S	Ventura County S	VE-101-0163	(34 21503, 119.07907)
CM-34714	Ventura 2 - VC-157	Monitor	XKX - Recovered and Reins	CHP REPORTED XK	04/02/2015 10:37	04/02/2015	04/02/2015 16:30	04/02/2015 16:30	Ventura County S	Ventura County S	VE-101-0163	(34 21503, 119.07907)
CM-34506	Ventura 2 - VC-206	Monitor	OR-Outer Door Repair	Field work	04/01/2015 17:16	04/01/2015	04/01/2015 17:16	04/01/2015 17:16	Ventura County S	Ventura County S	VE-033-0036	(34 3123, 119.29743)
CM-34605	Ventura 2 - VC-275	Monitor	ZE-Sign Exchanged	Field work	04/01/2015 13:24	04/01/2015	04/01/2015 13:25	04/01/2015 13:25	Ventura County S	Ventura County S	VE-033-0036	(34 3123, 119.29743)
CM-34600	Ventura 2 - VC-279	Monitor	ZE-Sign Exchanged	Field work	04/01/2015 12:33	04/01/2015	04/01/2015 12:33	04/01/2015 12:33	Ventura County S	Ventura County S	VE-033-0036	(34 3123, 119.29743)
CM-34556	Ventura 2 - VC-191	Priority	SR-Solar Repaired	Power/Solar Alar	04/01/2015 10:02	04/02/2015	04/02/2015 17:11 00	04/02/2015 17:11 00	Ventura County S	Ventura County S	VE-101-0087	(34 19495, 119.36063)
CM-34364	Ventura 2 - VC-287	Monitor	ZR-Sign Repaired	FIELD WORK	03/31/2015 13:58	03/31/2015	03/31/2015 13:59	03/31/2015 13:59	Ventura County S	Ventura County S	VE-033-0002	(34 14993, 119.82466)
CM-34200	Ventura 2 - VC-23	Monitor	ZE-Sign Exchanged	Field work	03/30/2015 13:31	03/30/2015	03/30/2015 14:45	03/30/2015 14:45	Ventura County S	Ventura County S	VE-126-0303	(34 40334, 119.77385)
CM-33586	Ventura 2 - VC-431	Monitor	OR-Outer Door Repair	Front or Outer Do	03/26/2015 10:02	04/15/2015	04/15/2015 13:10	04/15/2015 13:10	Ventura County S	Ventura County S	VE-118-0186	(34 28033, 119.86798)
CM-33472	Ventura 2 - VC-30	Monitor	ZE-Sign Exchanged	Field work	03/25/2015 13:40	03/25/2015	03/25/2015 15:05	03/25/2015 15:05	Ventura County S	Ventura County S	VE-126-0302	(34 24490, 119.44104)
CM-33471	Ventura 2 - VC-453	Monitor	AU-Adminstrative Verity D	NEED PCS FROM	03/25/2015 11:59 00	03/25/2015	03/24/2015 15:25	03/24/2015 15:25	Ventura County S	Ventura County S	VE-118-0303	(34 27701, 119.67591)
CM-33469	Ventura 2 - VC-353	Monitor	CU-Cellular Unresolved	Cell testing	03/25/2015 11:25 00	03/25/2015	03/24/2015 14:35	03/24/2015 14:35	Ventura County S	Ventura County S	VE-001-0103	(34 10765, 119.08985)
CM-33245	Ventura 2 - VC-455	Monitor	NPF- No problem found	Fail To Check In (0	03/24/2015 10:02	03/24/2015	03/25/2015 15:45	03/25/2015 15:45	Ventura County S	Ventura County S	VE-023-0153	(34 30957, 119.8369)
CM-32856	Ventura 2 - VC-191	Monitor	CU-Cellular Unresolved	Cellular Error (03/	03/20/2015 10:02	03/31/2015	03/31/2015 13:20	03/31/2015 13:20	Ventura County S	Ventura County S	VE-101-0087	(34 19495, 119.36063)
CM-32857	Ventura 2 - VC-372	Monitor	PE-Programming Exchanged	Back or Inner Doo	03/20/2015 10:02	03/20/2015	03/24/2015 13:05	03/24/2015 13:05	Ventura County S	Ventura County S	VE-001-0049	(34 06704, 119.02097)
CM-32794	Ventura 2 - VC-604	Monitor	ZR-Sign Repaired	Field work	03/19/2015 16:25	03/19/2015	03/19/2015 16:26	03/19/2015 16:26	Ventura County S	Ventura County S	VE-126-0286	(34 24414, 119.47478)

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Filter: Project owner = ventura

Case Systems Inc. - Logged in: Travis Hanson

## Project Management

We propose to continue the maintenance of the Ventura County SAFE Call Box System, in the same proven method we have for many years. As described above the daily project activities are guided by the daily reports generated by the **CMC**. The Corrective and Preventative Maintenance activities are recorded in the CASEAlert database and are available for review at any time by the Ventura County SAFE Program Manager.

Robert Lucio, Regional Supervisor, and Eddy Franco, Field Technician have several years' working with the Ventura County SAFE call box system and understand the requirements of working in this County. Mr. Franco is responsible for daily activities and for communicating as needed with the Ventura County SAFE Program Manager.

At the start of the contract, CASE will schedule a meeting with the Ventura County SAFE Program Manager to review the scope of work for the maintenance of the system. While we propose to follow the same methodology for maintaining the Ventura County SAFE system as we have in the past, we will use this meeting to review past practices and seek feedback from the SAFE Program Manager on any new or additional practices and procedures they would like implemented. Our goal will be not only to complete the requirements of the contract as proposed but also to exceed expectations.

## Intellectual Property

The advantage CASE has as the original equipment manufacturer of the current Ventura County call box system over other potential service providers is that 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 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 County SAFE owned inventory.



Firmware changes to the call box were primarily done at each box using EMTest software. The IP based **CMC** now allows us to update Call Box Firmware in addition to other changes to the system such as changing the primary answer point (PAP) number.

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.

## G. 4G Upgrades

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### **Upgrading the Ventura Call Box system to AT&T 4G**

The Ventura County call boxes are equipped with 3G wireless technology that operate on the AT&T wireless network. In 2017, Verizon Wireless and AT&T announced plans to sunset their 3G networks in late 2020 and 2021 (respectively). In anticipation of the sunset, CASE designed and released our 4G GSM (AT&T) and CDMA (Verizon) wireless upgrade kits in early 2018.

Upon receiving the notice to proceed, CASE will initiate the manufacturing process of the electronic upgrade kits for the approximately 428 call boxes in the Ventura County 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, 2021 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 3G service might affect the call boxes performance. Each upgrade kit consists of a cellular transceiver, 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 3G call box face plates from existing CASE inventory. These face plates will be upgraded with the 4G upgrade kit. Once the seed stock is ready for deployment, our technicians will begin the field upgrade

process by replacing the 3G faceplate with the upgraded 4G faceplate sequentially working one freeway at a time. The old 3G 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, Bob Lucio, Regional Supervisor overseeing this project will keep all partner agencies fully informed throughout the course of this project. Once again, Bob's experience with managing these types of projects will ensure a successful project completion.

Technician Eddy Franco, will monitor the system and provide corrective and preventative maintenance services per the maintenance contract.

Reports specifying any problems encountered with the system, proposed solutions, anticipated problem areas or changes in key personnel will be provided as needed. Ventura County SAFE will also have access to the CASEAlert system. Ventura County SAFE personnel will have access to their system through a portal where they can view specific call box information, maintenance history and pictures.

## H. Appendix C - Price Proposal

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**APPENDIX C,  
Price Proposal Form**

All prices proposed in Section I below for Items Price Proposal 1 (PP1) 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 Price Proposal 2 (PP2), 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 Proposer's maintenance system operational to satisfy requirements laid out in this RFP as described in Appendix A, Section 2 and 4D. While including a set-up/upgrade cost is optional for purposes of the proposal, those requirements of the maintenance system must be satisfied whether or not the Proposer includes a onetime cost in its submitted proposal. 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 Appendix A, Task 3A, Corrective Maintenance; Task 3B, Preventive Maintenance; Task 3C, Knockdown and Vandalism Repairs, Task 3D., Temporary Removals and Installations, and Section 4, Administrative Tasks	\$ 40.81
PP2. Fully loaded labor rate for times and materials compensated special projects specified in Appendix A, Task 3E:	
a. Hourly Rate for Regular work, Monday - Sunday (between the hours of 0600 and 1900)	\$ 93.73
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



# SERVICE AUTHORITY FOR FREEWAY EMERGENCIES REQUEST FOR PROPOSAL

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## II. Price Proposal – Materials

Materials List	New	Refurbished
Digital Aluminum Call Box Assembly	\$ N/A	\$ 2,300.00
10W Solar Panel Assembly	\$ N/A	\$
20W Solar Panel Assembly	\$ 225.00	\$ 125.00
Antenna Assembly w/ cable - dual band	\$ 130.60	\$ 90.60
<b>New Call Box Sites</b> (includes all required materials, and any other costs to SAFE)		
Site Type A	\$ 1,596.50	\$ N/A
Site Type D	\$ 1,600.00	\$ N/A
Site Type F	\$ 1,400.00	\$ N/A
Site Type G	\$ 1,400.00	\$ N/A
Site Type H	\$ 1,400.00	\$ N/A
Site Type K		\$ N/A
Site Type L	\$ 1,400.00	\$ N/A
Site Type M	\$ 1,400.00	\$ N/A
<b>Maintenance Items for Aluminum Call Boxes</b>		
Pole - Regular and Behind Guardrail F type	\$ 220.00	\$ 75.00
Pole - Modified F2 type	220.00	75.00
Aluminum Housing with Front Door	N/A	300.00
Saddle (pole mounting)	N/A	20.00
Aluminum Faceplate only (no electronics)	N/A	75.00
Handset and armored cord	\$ 130.00	\$ 90.00
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	\$ N/A	\$ N/A
20W solar panel with bracket	\$ 225.00	\$ 125.00
RF cable to antenna	\$ 38.00	\$ N/A
Solar cable to solar panel	\$ 38.00	\$ N/A
Misc other smaller cables and harnesses	\$ 38.00	\$ N/A
Aurora Controller Board	\$ N/A	\$ 300.00
Interface Board to Aurora Input/Output	\$ 225.00	\$ 170.50
Digital Radio -- TC65 Siemens radio module	\$ N/A	\$ N/A
TTY Lite Controller Board	\$ 303.00	\$ 212.00
TTY Lite Illuminated LCD display assembly	\$ 656.00	\$ N/A
TTY Keypad	\$ 240.00	\$ 125.00
Sign Diamond & Anti-Graffiti w/ HR numbers	\$ 217.00	\$ N/A
Sign bracket wall mount	\$ 75.00	\$ N/A
Solar bracket post wall mount	\$ 200.00	\$ N/A
Installation kit	\$ 125.00	\$ N/A
Mounting hardware	\$ 20.00	\$ N/A
Sign hardware	\$ 20.00	\$ N/A
Wind brackets	\$ 20.00	\$ N/A
Auger foundation	\$ N/A	\$ N/A
Non-auger foundation	\$ 200.00	\$ 100.00
60" x 60" composite pad	\$ 385.00	\$ N/A
Rapidset concrete	\$ 17.00	\$ N/A
General purpose cement	\$ 6.00	\$ N/A
Tapco handrail (V-Loc)	\$ N/A	\$ N/A
Conduit and fittings (wall mount)	\$ 200.00	\$ N/A
<b>Call Box Upgrade Options (Single Unit Pricing)</b>		
Digital Upgrade — GSM (Aluminum)	\$ 850.00	\$ N/A





## SERVICE AUTHORITY FOR FREEWAY EMERGENCIES REQUEST FOR PROPOSAL

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Materials List	New	Refurbished
Aluminum TTY Lite Upgrade Kit	\$ 1250.00	\$ N/A
Combined Digital Upgrade and TTY Upgrade Kit	\$ 2100.00	\$ N/A

*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 Emergency Systems
Address	5 Goddard
City, State, Zip Code	Irvine, CA 92618
Phone Number/Fax No.	949-988-7502/949-988-7520
Email address	sgutierrez@casees.com
Name & Title of Authorizing Official	Sebastian E. Gutierrez President/CEO
Authorized Signature	

## I. Appendix D – Personnel List

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**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:** 30+ years in Call Box and Security System Sales

**Brief Description of Past Experience:** Ms. Lawson was formerly with GTE and Comarco prior to joining CASE.

Her years of experience include all aspects of business management, project planning and estimating, sales and marketing. She will work with the Operations Manager to ensure all the activities on the project meet contract requirements. She has a degree in Communications from the University of Colorado and reports to the President of CASE.

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

**Name:** Robert Lucio

**Position Title:** Northern Calif. Regional Supervisor

**Years of Experience:**

**Brief Description of Past Experience:** Based at CASE Sacramento office; 8569 Morrison Creek; Suite 100;

Sacramento, CA 95828. Has been with CASE for 14+ years where he has been involved with the MTC & Sacramento project his first nine years in addition to managing the VENTURA COUNTY SAFE project the last five years supervising corrective and preventive maintenance services. Robert was instrumental in the recent upgrade VENTURA SAFE Call Box Modernization project that included of 2G and 3G upgrades, call box removals, ADA retrofits and repainting of housings. Bob reports to the Operation Manager, Ken Bobrowski.



SERVICE AUTHORITY FOR FREEWAY EMERGENCIES  
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3. **Staff Name:**

Ken Bobrowski,

Position Title: Operations Manager

Years of Experience: 3 Years with CASE

Brief Description of Past Experience: Ken brings 17 years of project management in the Electronic Security

Industry ensuring customer satisfaction. Mr. Bobrowski is responsible for field operations management, Additionally,  
manages the CASE Safety Plan for CASE and is responsible for ensuring all field employees are equipped with the tools,  
safety equipment and knowledge to perform their job safely. Ken reports to CASE president.

4. **Staff Name:** Eddy Franco

Position Title: Field Technician

Years of Experience: 7 Years experience as Call Box Technician in Ventura

Brief Description of Past Experience: Mr. Franco has performed the corrective and preventive maintenance  
services and all special tasks required to the Ventura call box program over the past seven years.

Eddy is a valued member of the CASE team and will perform the upgrades, maintenance and additional tasks  
required under the contract. Eddy reports to Bob Lucio on all project matters.