BOARD OF DIRECTORS
JULY 12, 2017
CONTRACTS SUPPLEMENTAL INFORMATION

ITEM #F3	**SIX SERVICE TRUCKS (A-B)**
ITEM #F4	**BUS FILTERS (A-I)**
ATTACHMENT B:	**REGULATORY REQUIREMENTS APPLY TO ALL ITEMS UNDER F3 & F4**

OmniTrans

CONTRACT AGREEMENT

between

CONTRACTOR
Fairview Ford Sales, Inc.
292 N. G Street
San Bernardino, CA 92410

(hereinafter "CONTRACTOR")
Telephone: 909-386-0281
Email: teff@fairviewford.com

CONTRACT DOCUMENTS

CONTRACT NO. MNT18-05A

SERVICE TRUCK

And

Contract Amount: $36,578.43

Omnitrans
1700 West Fifth Street
San Bernardino, CA 92411
(hereinafter "OMNITRANS")

Omnitrans Project Manager:
Name: Mike Bonacio
Title: Technical Services Manager
Telephone: (909) 379-7179
Email:
mike.bonacio@omnitrans.org

Contract Administrator:
Name: Christine Van Matre
Title: Contract Administrator
Telephone: (909) 379-7122
Email:
christine.vanmatre@omnitrans.org



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ATTACHMENT A – SCOPE OF WORK

ATTACHMENT B – REGULATORY REQUIREMENTS

ATTACHMENT C – FORMS

This Agreement is made and entered into as of this ___ day of _____, and between Omnitrans (hereinafter referred to as "OMNITRANS") and Fairview Ford Sales, Inc. (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, OMNITRANS is a joint powers authority organized under Section 6500 et seq. of the California Government Code with power to contract for services described in Attachment A to this Agreement entitled "Attachment A, Scope of Work" (hereinafter referred to as "Work");

WHEREAS, CONTRACTOR has indicated it is qualified to perform such services and (1) has reviewed all the available data furnished by OMNITRANS pertinent to the Work to be rendered; (2) has inspected and reviewed the Work to be rendered; (3) will exercise the ordinary care and skill expected of a practitioner in its profession; and (4) is willing to accept responsibility of performing the Work set forth in this Agreement for the compensation and in accordance with the terms, requirements and conditions herein specified;

NOW, THEREFORE, for the consideration hereinafter stated, the parties agree as follows:

1. SCOPE OF WORK

A. CONTRACTOR will perform the Work and related tasks as described in Attachment A, Scope of Work hereto and is incorporated by reference into and made a part of this Agreement.

B. This is a non-exclusive Agreement, whereby OMNITRANS may, at its sole discretion, augment or supplant the Work with its own forces or forces of another contractor or entity. CONTRACTOR will cooperate fully with OMNITRANS' staff or other contractor or entity that may be providing similar or the same Work for OMNITRANS.

2. PERIOD OF PERFORMANCE

The term of this Agreement shall be from the date of execution of this Agreement and continue in effect through _____, unless terminated as specified in Section 10 and 11 of this Agreement. Omnitrans has no obligation to purchase any specified amount of products/services. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

Omnitrans' election to extend the Agreement beyond the Initial Term shall not diminish its right to terminate the Agreement for Omnitrans' convenience or CONTRACTORS default as provided elsewhere in this Agreement.

3. CONTRACT OPTIONS

A. Omnitrans will have the unilateral right in the contract by which, for a specified time, Omnitrans may elect to purchase additional services called for by the contract, or may elect to extend the term of the contract. The requirements below apply:

1) Any options that were requested by Omnitrans and/or contained in the Contractor's PROPOSAL or offer must have been evaluated in making the contract award prior to exercising any such options.

2) Since Contractor's proposed pricing for the option years and additional services are considered in evaluating the Contractor's original proposal and form the basis for awarding the contract, Contractor shall be bound by the proposal pricing for additional services and/or option years, unless otherwise provided herein.

B. Omnitrans will provide a minimum of thirty days (30) written notice to the Contractor of Omnitrans' exercise of its option to extend the contract years. Omnitrans may give notice of its exercise of the option for additional services at any time during the term of the contract. The minimum time for the written notice may be waived by mutual agreement.

4. COMPENSATION

For CONTRACTOR's full and complete performance of its obligations under this Agreement, OMNITRANS shall pay CONTRACTOR on a FIXED PRICE basis at the fully burdened fixed rates shown herein, and subject to the maximum cumulative payment obligation.

2017 Ford F250 Crew Cab XL 4x2 6.2L gas short bed	$32,296.00
Warranty	$1,690
Fee	$8.75
8% CA Sales Tax	$2,583.68
Total	$36,578.43

OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed Thirty-Six Thousand Five Hundred Seventy-Eight Dollars and forty-three cents ($36,578.43), including all amounts payable to CONTRACTOR for all costs, including but not limited to direct labor, other direct costs, subcontracts, indirect costs including, but not limited to, leases, materials, taxes, insurance, and profit.

5. INVOICING AND PAYMENT

A. CONTRACTOR shall furnish information as may be requested by OMNITRANS to substantiate the validity of an invoice.

CONTRACTOR shall submit invoices in duplicate to:

OMNITRANS
1700 West Fifth Street
San Bernardino, CA 92411
Attn: Accounts Payable

Accountspayable@omnitrans.org

A separate invoice shall be used for each shipment. Each invoice shall include, at minimum, the following information:

- Contract number
- Invoice number
- Description of delivery
- Delivery Date
- Total quantity delivered
- Information as requested by OMNITRANS

B. OMNITRANS shall remit payment within thirty (30) calendar days of approval of the invoices by OMNITRANS' Project Manager.

In the event OMNITRANS should overpay CONTRACTOR, such overpayment shall not be construed as a waiver of OMNITRANS' right to obtain reimbursement for the overpayment. Upon discovering any overpayment, either on its own or upon notice of OMNITRANS, CONTRACTOR shall immediately reimburse OMNITRANS the entire overpayment or, at its sole discretion, OMNITRANS may deduct such overpayment amount from monies due to CONTRACTOR under this Agreement or any other Agreement between OMNITRANS and CONTRACTOR.

C. TITLE

a. Title shall pass to Omnitrans at the time of payment.

b. The title transferred as above shall in each case be good, and free and clear from any and all security interests, liens, and/or other encumbrances.

c. The transfer of title as specified above shall not imply Acceptance by Omnitrans, nor relieve the Contractor from the responsibility for strict compliance with the Contract, including warranty as specified in the Article entitled Warranty of Work, and for any loss of or damage to the Work.

d. The Contractor at its own expense shall promptly execute, acknowledge, and deliver to the Omnitrans proper bills of sale or other written instruments of title in a form as required by Omnitrans; said instruments shall convey to the Omnitrans' title free and clear of debts, claims, liens, mortgages, taxes, and/or encumbrances.

e. Contractor shall have title to and bear the risk of any loss of or damage to Work purchased hereunder until they are delivered, unloaded, and received by Omnitrans at the FOB Destination specified herein. Contractor's responsibility for loss or damage except for loss or damage resulting from Contractor's negligence, shall cease when title passes to Omnitrans.

6. AUDIT AND INSPECTION OF RECORDS

CONTRACTOR agrees that OMNITRANS or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, employment records or other records relating to this Agreement. Such material, including all pertinent cost, accounting, financial records, and proprietary data must be kept and maintained by CONTRACTOR for a period of three (3) years after completion of this Agreement unless OMNITRANS' written permission is given to CONTRACTOR to dispose of material prior to this time.

7. NOTIFICATION

All notices hereunder concerning this Agreement and the Work to be performed shall be physically transmitted by courier, overnight, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To OMNITRANS:	To CONTRACTOR:
Omnitrans 1700 West Fifth Street San Bernardino, CA 92411 Attn: Christine Van Matre Contract Administrator	Fairview Ford Sales, Inc. 292 N. G Street San Bernardino, CA 92410 Attn: Todd Eff, Fleet Manager

8. OMNITRANS' AND CONTRACTOR'S REPRESENTATIVES

A. OMNITRANS' Project Manager

Contracting Officer: OMNITRANS' CEO/General Manager or his authorized designee who has authority to execute contracts on behalf of OMNITRANS.

Project Manager: Mike Bonacio, Technical Services Manager

a. Except as expressly specified in this Agreement, the Contracting Officer may exercise any powers, rights and/or privileges that have been lawfully delegated by OMNITRANS. Nothing in this Agreement should be construed to bind OMNITRANS for acts of its officers, employees, and/or agents that exceed the delegation of authority specified herein.

b. The Contracting Officer has delegated to the Project Manager certain powers and duties in connection with this Agreement. The Project Manager is the authorized representative of the Contracting Officer for matters related to this Agreement. The Project Manager or his/her designee is empowered to:

1. Have general oversight of the Work and this Agreement, including the power to enforce compliance with this Agreement.

2. Reserve the right to remove any portion of the Work from CONTRACTOR which have not been performed to OMNITRANS' satisfaction.

3. Subject to the review and acceptance by OMNITRANS, negotiate with CONTRACTOR all adjustments pertaining to this Agreement for revision.

c. In addition to the foregoing, the Project Manager shall have those rights and powers expressly set forth in other sections of this Agreement.

B. **Contractor's Key Personnel**

The following are CONTRACTOR's key personnel and their associated roles in the Work to be provided:

Name	Role
Todd Eff	Fleet Manager

Any propose/substitution or replacement by Contractor of Contractor's key personnel shall ensure that such person possesses the same or better expertise and experience than the key personnel being substituted or replaced. Omnitrans reserves the right to interview such person to ascertain and verify if such proposed substitution or replacement does in deed possess such expertise and experience.

OMNITRANS awarded this Agreement to CONTRACTOR based on OMNITRANS' confidence and reliance on the expertise of CONTRACTOR's key personnel described above. CONTRACTOR shall not reassign key personnel or assign other personnel to key personnel roles until CONTRACTOR obtains prior written approval from OMNITRANS.

9. DISPUTE RESOLUTION

Any disputes between the successful CONTRACTOR and OMNITRANS relating to the implementation or administration of the Contract shall be resolved in accordance with this section.

A. The parties shall first attempt to resolve the dispute informally in meetings or communications between proposer and OMNITRANS.

B. If the dispute remains unresolved fifteen (15) days after it first arises, proposer may request that Omnitrans' CEO/General Manager issue a recommended decision on the matter in dispute. Omnitrans' CEO/General Manager shall issue the recommended decision in writing and provide a copy to proposer.

C. If the dispute remains unresolved after review by Omnitrans' CEO/General Manager, either party may seek judicial resolution of the dispute in an appropriate Court of the State of California.

D. Pending final resolution of a dispute under this section, proposer shall proceed diligently with performance in accordance with the Contract and Omnitrans' CEO/General Manager's recommended decision.

10. TERMINATION FOR CONVENIENCE

OMNITRANS may terminate this Agreement in whole or in part for OMNITRANS' convenience. Omnitrans' CEO/General Manager shall terminate this Agreement by a written Notice of Termination to CONTRACTOR specifying the nature, extent, and effective date of the termination. Upon receipt of the notice of termination, CONTRACTOR shall immediately discontinue all Work affected and deliver all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process, to Omnitrans' CEO/General Manager. OMNITRANS shall make an equitable adjustment in the Agreement for Work already performed, but shall not allow anticipated profit on unperformed services. Force Majeure shall apply.

11. TERMINATION FOR BREACH OF AGREEMENT

A. If CONTRACTOR fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger timely performance of this Agreement, OMNITRANS may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to OMNITRANS within the time permitted by OMNITRANS, then OMNITRANS may terminate this Agreement due to CONTRACTOR's breach of this Agreement.

B. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then OMNITRANS may immediately terminate this Agreement.

C. If CONTRACTOR violates Section 28, Compliance with Lobbying Policies, of this Agreement, then OMNITRANS may immediately terminate this Agreement.

D. In the event OMNITRANS terminates this Agreement as provided in this Section, OMNITRANS may procure, upon such terms and in such manner as OMNITRANS may deem appropriate, Work similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to OMNITRANS for all of its costs and damages, including, but not limited, any excess costs for such Work.

E. All finished or unfinished documents and materials produced or procured under this Agreement shall become OMNITRANS' property upon date of such termination.

F. If, after notice of termination of this Agreement under the provisions of this Section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 10, Termination for Convenience.

G. The rights and remedies of OMNITRANS provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

12. ASSIGNMENT

This Agreement, any interest herein or claim hereunder, may not be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONTRACTOR, without the prior written consent of OMNITRANS. Consent by OMNITRANS shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

13. SUBCONTRACTING

OMNITRANS hereby consents to CONTRACTOR's subcontracting of portions of the Work to the parties identified below for the functions described in CONTRACTOR's proposal. CONTRACTOR shall include in each subcontract agreement the stipulation that CONTRACTOR, not OMNITRANS, is solely responsible for payment to the subcontractor for all amounts owing and that the subcontractor shall have no claim, and shall take no action against OMNITRANS, Member Agencies or officers, directors, employees or sureties thereof for nonpayment by CONTRACTOR.

CONTRACTOR shall not, without the express written consent of Omnitrans, either:

a. Substitute any person, firm, or corporation as subcontractor in place of the subcontractors identified below; or

b. Permit any subcontract to be assigned or transferred; or

c. Allow work to be performed by anyone other than the original subcontractor listed below.

Subcontractor's Name and Address	**Work to Be Performed**
N/A	

14. INDEPENDENT CONTRACTOR

CONTRACTOR's relationship to OMNITRANS in the performance of this Agreement is that of an independent Contractor. CONTRACTOR's personnel performing Work under this Agreement shall at all times be under CONTRACTOR's exclusive direction and control and shall be employees of CONTRACTOR and not employees of OMNITRANS. CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

15. INSURANCE

A. INSURANCE REQUIREMENTS

1) **General Requirements for Contractor**

   a. Without limiting or diminishing the Contractor's obligation to indemnify or hold Omnitrans harmless, Contractor shall procure, prior to commencement of the services required under this contract and maintain for the duration of the contract at its own expense, insurance of the kinds and in the amounts as indicated below;

   b. Provide Omnitrans with valid original certificates of insurance and endorsements showing Omnitrans as an additional insured.

2) **Deductibles or Self-Insured Retention (SIR)**

   SIR must be declared to and approved by Omnitrans. At the option of Omnitrans, either: the insurer shall reduce or eliminate such deductibles or SIR or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

3) **Other Insurance Provisions**

   a. Commercial General Liability and Automobile Liability

   Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of Contractor's performance of its obligations hereunder and if Contractor's vehicles or mobile equipment are used in the performance of the

obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used. Policy shall name Omnitrans, its officers, officials, employees, agents and volunteers as additional insured as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations of the scope of protection afforded Omnitrans, its officers, officials, employees, agents, and volunteers.

1. For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects Omnitrans, its officers, officials, employees, agents, and volunteers. Any insurance and/or deductibles and/or self-insured retentions or self-insured programs maintained by Omnitrans, its officers, officials, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not be construed as contributory.
2. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Omnitrans.

b. Workers' Compensation

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of Omnitrans and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

c. Care, Custody, and Control

Contractor shall insure any Omnitrans property while under its Care, Custody, and Control according to the requirements listed in the insurance coverage required.

4) **Acceptability of Insurers**

Insurance companies shall be State of California admitted or approved and have a current **A.M. Best's** rating of no less than **A:VIII.**

5) **Verification of Coverage**

a. Contractor shall furnish Omnitrans with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All insurance certificates and endorsements are to be received and approved by Omnitrans before work commences.

b. As an alternative, Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

c. In lieu of purchasing insurance and providing original endorsements and or certificates of insurance, the Contractor may provide proof of self-insurance; such proof must be to the satisfaction of Omnitrans.

6) **Subcontractors**

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

7) **Notification of Terminated Insurance**

Insurance shall not be terminated or expire without thirty (30) days written or electronic notice, and are required to be maintained in force until completion of the contract.

B. **MINIMUM INSURANCE COVERAGE**

If the Contractor maintains broader coverage and/or higher limits than the minimum requirements shown below, Omnitrans requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

1) ☒ **Commercial General Liability including Products/Completed Operations:** $1,000,000; per occurrence for bodily and property damage liability and $2,000,000 aggregate; *Omnitrans named and endorsed as an Additional Insured.*

2) ☒ **Automobile Liability:** $1,000,000; per occurrence for bodily and property damage liability and aggregate; *Omnitrans named and endorsed as an Additional Insured.*

3) ☐ **Errors and Omissions Liability:** $1,000,000; combined single limit bodily and property damage liability per occurrence and $ 3,000,000 aggregate or,

4) ☐ **Professional Liability:** $1,000,000; per occurrence and aggregate.

5) ☒ **Workers' Compensation:** statutory limits or,

6) ☐ **Self Insurance Program:** a State Approved program in an amount and form that meets all applicable requirements of the Labor Code of the State of California.

7) ☒ **Employer's Liability**: $1,000,000; per occurrence.

8) ☐ **Environmental Liability:** $1,000,000; per occurrence and aggregate; *Omnitrans named and endorsed as an Additional Insured.*

9) ☐ **Umbrella Policy:** $4,000,000; per occurrence and aggregate Additional coverage for the above policies, *Omnitrans Additional Insured.*

10) ☐ All drivers making deliveries of products specified on this solicitation shall have Hazardous Materials Endorsements on their Commercial Drivers License, and such other Endorsements as may be required by relevant laws and/or regulations.

16. INDEMNITY

CONTRACTOR shall indemnify, defend and hold harmless OMNITRANS, and its member agencies, and their officers, directors, employees and agents from and against any and all liability, expense (including, but not limited to, defense costs and attorneys' fees), claims, causes of action, and lawsuits for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage (including property of CONTRACTOR) arising from or connected with any alleged act and/or omission of CONTRACTOR, its officers, directors, employees, agents, Subcontractors or suppliers. This indemnity shall survive termination or expiration of this Agreement and/or final payment thereunder.

17. REVISIONS IN SCOPE OF WORK

By written notice or order, OMNITRANS may, from time to time, order work suspension or make changes to this Agreement. Changes in the Work shall be mutually agreed to and incorporated into an amendment to this Agreement. Upon execution of an amendment, CONTRACTOR shall perform the Work, as amended.

18. RIGHTS IN TECHNICAL DATA

A. No material or technical data prepared by CONTRACTOR under this Agreement is to be released by CONTRACTOR to any other person or entity except as necessary for the performance of the Work. All press releases or information concerning the Work that might appear in any publication or dissemination, including but not limited to, newspapers, magazines, and electronic media, shall first be authorized in writing by OMNITRANS.

B. The originals of all letters, documents, reports and other products and data produced under this Agreement shall become the property of OMNITRANS without restriction or limitation on their use and shall be made available upon request to OMNITRANS at any time. Original copies of such shall be delivered to OMNITRANS upon completion of the Work or termination of the Work. CONTRACTOR shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the prior written approval of OMNITRANS. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

19. OWNERSHIP OF REPORTS AND DOCUMENTS

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

20. OWNERSHIP RIGHTS

A. In the event OMNITRANS rightfully obtains copies of Proprietary Data under the terms of the separate License Agreement and Escrow Agreement that govern rights in Documentation, Software and Intellectual Property created and/or developed by Contractor, its Third Party Software Contractors and its Suppliers as part of the Project, any derivative works and associated documentation created by or on behalf of OMNITRANS by Permitted Programmers (as defined in the License Agreement) shall be the sole and exclusive property of OMNITRANS (collectively, "OMNITRANS Intellectual Property"), and OMNITRANS may use, disclose and exercise dominion and full rights of ownership, in any manner in OMNITRANS Intellectual Property in connection with the use, operation and maintenance of a transportation system administered by OMNITRANS. No use of OMNITRANS Intellectual Property shall be made for any purpose other than in conjunction with a transportation

system administered by CONTRACTOR, and OMNITRANS shall not sell, lease, rent, give away or otherwise disclose any OMNITRANS Intellectual Property to any outside third party other than Permitted Programmers. To the extent there may be any question of rights of ownership or use in any OMNITRANS Intellectual Property, Contractor shall require all of its subcontractors and suppliers (including without limitation its Third Party Software Contractors) to assign to OMNITRANS, all worldwide right, title and interest in and to all OMNITRANS Intellectual Property in a manner consistent with the foregoing terms of this paragraph. Contractor shall execute any documents as OMNITRANS may from time to time reasonably request to effectuate the terms of this paragraph.

B. All documentation and Software which predates this Contract and which otherwise owned by Contractor or its Third Party Software Contractors, and all Documentation and Software which is created by Contractor or its Third Party Software Contractors shall be Licensed Software or Licensed Documentation, as appropriate. All Licensed Software and Licensed Documentation shall be governed by the License Agreement by and between the parties of event date herewith.

21. WORK FOR HIRE

Any work created or produced as a part of this Agreement that may be defined under Section 101, Title 17, USC will be considered "work for hire" as it pertains to ownership rights. CONTRACTOR, by his/her endorsement hereon agrees that all rights to any work(s) created or produced are waived, and that ownership rests with OMNITRANS. CONTRACTOR further agrees to ensure transfer of all rights to such work(s), as defined under federal copyright law, that may be created or produced under this Agreement by its suppliers, contractors or subcontractors.

22. SUBMITTAL OF CLAIMS BY CONTRACTOR

CONTRACTOR shall file any and all claims with OMNITRANS' Project Manager in writing within thirty (30) days of the event or occurrence giving rise to the claim. The claim shall be in sufficient detail to enable OMNITRANS to ascertain the claim's basis and amount, and shall describe the date, place and other pertinent circumstances of the event or occurrence giving rise to the claim and the indebtedness, obligation, injury, loss or damages allegedly incurred by CONTRACTOR.

Even though a claim may be filed and/or in review by OMNITRANS, CONTRACTOR shall continue to perform in accordance with this Agreement.

23. EQUAL OPPORTUNITY

CONTRACTOR shall not discriminate against, or grant preferential treatment to, any individual or group, or any employee or applicant for employment because of race, age, religion, color, ethnicity, sex, national origin, ancestry, physical disability, mental disability, political affiliation, sexual orientation, marital status or other status protected by law. CONTRACTOR shall take action to ensure that applicants and employees are treated without regard to the above.

24. STANDARD OF PERFORMANCE

A. CONTRACTOR shall perform and exercise, and require its subcontractors to perform and exercise due professional care and competence in the performance of the Work in accordance with the requirements of this Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, completeness and coordination of the Work, it being understood that OMNITRANS will be relying upon such professional quality, accuracy, completeness and coordination in utilizing the Work. The foregoing obligations and standards shall constitute the "Standard of Performance" for purposes of this Agreement. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

B. All workers shall have sufficient skill and experience to perform the Work assigned to them. OMNITRANS shall have the right, at its sole discretion, to require the immediate removal of CONTRACTOR's personnel at any level assigned to the performance of the Work at no additional fee or cost to OMNITRANS, if OMNITRANS considers such removal in its best interests and requests such removal in writing and such request is not done for illegal reasons. Further, an employee who is removed from performing Work under this Agreement under this Article shall not be re-assigned to perform Work in any other capacity under this Agreement without OMNITRANS' prior written approval.

25. NOTIFICATION OF EMPLOYMENT OF OMNITRANS BOARD MEMBERS/ALTERNATES AND EMPLOYEES

To ensure compliance with OMNITRANS' Ethics Policy, CONTRACTOR shall provide written notice to OMNITRANS disclosing the identity of any individual who CONTRACTOR desires to employ or retain under a contract, and who (1) presently serves as a Board Member/Alternate or an employee of OMNITRANS, or (2) served as a Board Member/Alternate or an employee of OMNITRANS within the previous 12 months of the date of the proposed employment or retention by CONTRACTOR. CONTRACTOR's written notice shall indicate whether the individual will be an officer, principal or shareholder of the entity and/or will participate in the performance of this Agreement.

26. DISQUALIFYING POLITICAL CONTRIBUTIONS

In the event of a proposed amendment to this Agreement, CONTRACTOR shall provide prior to the execution of such amendment, a written statement disclosing any contribution(s) of $250 or more made by CONTRACTOR or its subcontractor(s) to Omnitrans Board Members/Alternates or employees within the preceding twelve (12) months of the date of the proposed amendment. Applicable contributions include those made by any agent/person/entity on behalf of CONTRACTOR or subcontractor(s).

27. COMPLIANCE WITH LAW

A. CONTRACTOR shall familiarize itself with and perform the Work required under this Agreement in conformity with requirements and standards of OMNITRANS, municipal and public agencies, public and private utilities, special districts, and railroad agencies whose facilities and work may be affected by Work under this Agreement. CONTRACTOR shall also comply with all Federal, state and local laws and ordinances.

B. Government regulations that directly affect the CONTRACTOR'S performance of this contract and unforeseen impacts, which neither party could have contemplated at the onset of the contract and have an unconscionable impact on the CONTRACTOR may be given special pricing consideration. The parties, in good faith, shall review established rates and may adopt any mutually agreed new rates, which shall only be effective as agreed upon by the parties. Thorough documentation including all cost elements is required to support the Contractor's claim to any relief under this clause.

28. COMPLIANCE WITH LOBBYING POLICIES

A. CONTRACTOR agrees that if it is a Lobbyist Employer or if it has retained a Lobbying Firm or Lobbyist, as such terms are defined by OMNITRANS in its Ethics Policy, it shall comply or ensure that its Lobbying Firm and Lobbyist complies with OMNITRANS' Ethics Policy.

B. If CONTRACTOR (Lobbyist Employer) or its Lobbying Firm or Lobbyist fails to comply, in whole or in part, with OMNITRANS' Ethics Policy, such failure shall be considered a material breach of this Agreement and OMNITRANS shall have the right to immediately terminate or suspend this Agreement.

29. PUBLIC RECORDS ACT

A. All records, documents, drawings, plans, specifications and other material relating to conduct of OMNITRANS' business, including materials submitted by CONTRACTOR in its proposal and during the course of performing the Work under this Agreement, shall become the exclusive

property of OMNITRANS and may be deemed public records. Said materials may be subject to the provisions of the California Public Records Act. OMNITRANS' use and disclosure of its records are governed by this Act.

B. OMNITRANS will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of trade secret, confidential or proprietary. OMNITRANS will accept materials clearly and prominently labeled "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY" as determined by CONTRACTOR. OMNITRANS will endeavor to notify CONTRACTOR of any request of the disclosure of such materials. Under no circumstances, however, will OMNITRANS be liable or responsible for the disclosure of any labeled materials whether the disclosure is required by law or a court order or occurs through inadvertence, mistake or negligence on the part of OMNITRANS or its officers, employees and/or contractors.

C. In the event of litigation concerning the disclosure of any material submitted by CONTRACTOR, OMNITRANS' sole involvement will be as a stake holder, retaining the material until otherwise ordered by a court. CONTRACTOR, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the materials, and shall defend, indemnify and hold OMNITRANS harmless from all costs and expenses, including attorneys' fees, in connection with such action.

30. WAIVER/INVALIDITY

No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of the provision, or of any other breach of the provision of the Agreement. Failure of either party to enforce any provision of this Agreement at any time shall not be construed as a waiver of that provision.

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

31. FORCE MAJEURE

Performance of each and all CONTRACTOR's and OMNITRANS' covenants herein shall be subject to such delays as may occur without CONTRACTOR's or OMNITRANS' fault from acts of God, strikes, riots, or from other similar causes beyond CONTRACTOR's or OMNITRANS' control.

32. CONFIDENTIALITY

CONTRACTOR agrees that for and during the entire term of this Agreement, any information, data, figures, records, findings and the like received or generated by CONTRACTOR in the performance of this Agreement, shall be considered and

kept as the private and privileged records of OMNITRANS and will not be divulged to any person, firm, corporation, or other entity except on the direct prior written authorization of OMNITRANS. Further, upon expiration or termination of this Agreement for any reason, CONTRACTOR agrees that it will continue to treat as private and privileged any information, data, figures, records, findings and the like, and will not release any such information to any person, firm, corporation or other entity, either by statement, deposition, or as a witness, except upon direct prior written authority of OMNITRANS.

33. CONTRACTOR'S INTERACTION WITH THE MEDIA AND THE PUBLIC

A. OMNITRANS shall review and approve in writing all OMNITRANS related copy proposed to be used by CONTRACTOR for advertising or public relations purposes prior to publication. CONTRACTOR shall not allow OMNITRANS related copy to be published in its advertisements and public relations programs prior to receiving such approval. CONTRACTOR shall ensure that all published information is factual and that it does not in any way imply that OMNITRANS endorses CONTRACTOR's firm, service, and/or product.

B. CONTRACTOR shall refer all inquiries from the news media to OMNITRANS, and shall comply with the procedures of OMNITRANS' Public Affairs staff regarding statements to the media relating to this Agreement or the Work.

C. If CONTRACTOR receives a complaint from a citizen or the community, CONTRACTOR shall inform OMNITRANS as soon as possible and inform OMNITRANS of any action taken to alleviate the situation.

D. The provisions of this Article shall survive the termination or expiration of this Agreement.

34. GOVERNING LAW

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California, and the proper venue of any action brought hereunder is and shall be the County of San Bernardino, California.

35. MODIFICATIONS TO AGREEMENT

Unless specified otherwise in the Agreement, this Agreement may only be modified by written mutual consent evidenced by signatures of representatives authorized to enter into and modify the Agreement. In order to be effective, amendments may require prior approval by OMNITRANS' Board of Directors, and in all instances require prior signature of an authorized representative of OMNITRANS.

36. LICENSING, PERMITS AND INSPECTION COSTS

A. The CONTRACTOR warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, and the County of San Bernardino, the Local Jurisdictions, and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of the Agreement. Further, FIRM warrants that its employees, agents, and contractors and subcontractors shall conduct themselves in compliance with such laws and licensure requirements including, without limitation, compliance with laws applicable to nondiscrimination, sexual harassment and ethical behavior throughout the duration of this Agreement. CONTRACTOR further warrants that it shall not retain or employ an unlicensed subcontractor to perform work on this Project. CONTRACTOR shall notify OMNITRANS immediately and in writing of its employees', agents', contractors' or subcontractors' inability to obtain or maintain, irrespective of the pendency of any appeal, any such licenses, permits, approvals, certificates, waivers, exemptions. Such inability shall be cause for termination of this Agreement.

B. CONTRACTOR shall procure all permits and licenses; pay all charges, assessments and fees, as may be required by the ordinances and regulations of the public agencies having jurisdiction over the areas in which the work is located, and shall comply with all the terms and conditions thereof and with all lawful orders and regulations of each such public agency relating to construction operations under the jurisdiction of such agency.

37. PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, and any and all of its Amendments, Appendices, Exhibits and Attachments; (2) provisions of IFB-MNT18-05 and any and all of its Addenda, Appendices, Exhibits and Attachments; and (3) CONTRACTOR's proposal dated June 5, 2017 and its Appendices, Exhibits, Attachments.

38. ENTIRE AGREEMENT

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between OMNITRANS and CONTRACTOR and supersedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date shown below, and effective on the date first hereinabove written.

OMNITRANS

P. Scott Graham
CEO/General Manager

Date

CONTRACTOR
Company name: FAIRVIEW FORD SALES, INC.
P.O. BOX 1330
SAN BERNARDINO, CALIF. 92402

Name: TODD EFF
Title: FLEET MANAGER

06/05/17
Date

Federal Tax I.D. No. 95-2755267

IDP

CM___

ATTACHMENT A-1, SCOPE OF WORK

MNT18-05A
REGULAR BED FACILITIES SERVICE TRUCK

1. PURPOSE

A. Purchase one (1) Crew Cab Regular 6' Bed Truck. The truck must be certified by the California Air Resources Board as low emission truck (LEV) or cleaner.

B. Contractor shall provide truck in accordance with this scope of work and the specifications in Exhibit A.

2. GENERAL REQUIREMENTS

A. The truck shall be gasoline engine powered.

B. The truck shall be the latest available "crew cab" regular 6' bed truck model-year 2017 or, if not available, 2018 model-year.

1) Crew Cab is defined as an integral extinction of the driver compartment partitioned into a separate passenger compartment. The Crew Cab shall have a FORWARD facing bench seat to accommodate three passengers. In addition, the passenger compartment shall be accessible by doors separate from the driver and front passenger doors.

C. The truck shall have a payload capacity of $\geq$ 3,800 pounds but not more than 4000 pounds.

D. The truck shall have a towing capacity of $\geq$ 12,000 pounds.

E. Truck, parts and materials furnished to Omnitrans shall be new and must meet all requirements described herein; no used or rebuilt truck or parts shall be accepted.

F. Power windows, power door locks and power mirrors, driver and passenger sides, shall be included.

3. BODY

A. The truck body shall be standard based on the model year 2017 or 2018.

B. The bed shall include one driver-side and one passenger-side LED strobe lamps, switched with the amber light bar purposed for traffic safety.

C. The front grill shall include one driver-side and one passenger-side LED strobe lamps, switched with the amber light bar purposed for traffic safety.

D. The exterior body panels shall be fabricated steel and shall have a smooth finish.

E. A steel diamond plate rear bumper, powder coated black with a Class three 2x2" receiver hitch shall be included.

F. Dual License Plate Lights.

4. SAFETY EQUIPMENT

A. The truck shall comply with all U.S. Department of Transportation and State of California safety standards applicable at date of manufacture.

B. The truck shall be equipped with the manufacturer's standard seat belts in both the front and rear.

C. The truck shall be equipped with driver and passenger side air bag restraint system.

5. ENGINE

A. The engine shall be at least a V-8 gasoline, 375-389 horsepower engine.

B. The engine shall be compliant with all California emission standards for the relevant model year or engine manufacturer.

6. TRANSMISSION

The truck shall be equipped with a 6-speed automatic transmission with a cooling system which will operate in conjunction with a towing package as described in this specification.

7. AXLES

A. The rear axle shall be of manufacturer's standard design with a minimum capability of supporting the rated Gross Vehicle Weight (G.V.W.), or differential rear axles shall be matched with engine and other power train components so as to provide smooth acceleration.

B. The front axle shall be of manufacturer's standard with a minimum capability of supporting the G.V.W., or differential rear axles shall be matched with engine and other power train components so as to provide smooth acceleration.

8. TOWING PACKAGE

A. A factory frame mounted towing package shall be installed to include at least the following components, enhancements and capabilities:

1) Class V 17,000 pound receiver hitch.

2) Functional wiring and 7-way trailer connector attached to the rear of the truck to include the following functions:

3) Left turn,

4) Right turn,

5) Brakes,

6) Running

7) Chassis ground

8) Auxiliary power

9) Trailer brakes

B. The truck shall be equipped with the manufacturer's heavy duty cooling system including a heavy duty radiator, engine oil cooler, and radiator and a Hayden "Rapid-Cool" Heavy-Duty Transmission Oil Cooler or approved equal.

9. ENGINE AND TRANSMISSION COOLING SYSTEMS

The truck shall be equipped with the manufacturer's heavy duty cooling system including a heavy duty radiator, engine oil cooler, and radiator and a Hayden "Rapid-Cool" Heavy-Duty Transmission Oil Cooler or approved equal.

10. FUEL SYSTEM

The fuel tank shall have a minimum fuel capacity of $\geq$ 30 gallons and rigidly mounted to the vehicle. The entire fuel system shall meet all applicable FMVSS requirements.

11. ELECTRICAL SYSTEM

A. The truck shall be equipped with the manufacturer's standard 12-volt wiring system with a heavy-duty battery.

B. The truck shall be equipped with an alternator, which has a minimum of 155 amps (or the equivalent in generating capacity) minimum ampacity.

C. A 12-volt horn shall be provided and installed so as to be protected from wheel wash.

D. All electrical components shall be powered directly from the main electrical system and grounded to the chassis. Grounding to the body or any other vehicle component other than the chassis is cause for rejection of acceptance of the truck.

12. STEERING

A. The truck shall be equipped with variable, ratio-type power steering.

B. The steering mechanism shall be self-centering.

13. BRAKES

A. The service brakes shall be power-assisted disc in the front and disc type in the rear.

B. The emergency brake shall be mechanical-type, actuated by steel cables to the rear wheels.

C. The truck shall be equipped with anti-lock brake systems.

D. The truck shall be equipped with an electric trailer brake system.

14. WHEELS AND TIRES

A. Wheels shall be single in both the front and rear and of the same specification for interchangeability.

B. Tires shall be, at a minimum, manufacturer's standard steel belted radial tubeless type, load range D.

C. Rims shall be factory steel, powder coated white.

D. Rims shall not be alloy rims.

E. The Contractor shall furnish one (1) spare tire mounted on a full-sized rim with the truck.

15. PAINTING AND TRIM

A. The exterior color shall be white base paint with clear coat.

B. The interior color shall be the manufacturer's standard gray.

C. The truck shall be equipped with body-side molding and door edge guards which are color keyed vinyl or black.

D. The truck shall be equipped with the manufacturer's standard rubber floor covering.

E. The truck shall include heavy duty charcoal gray rubber floor mats throughout.

F. Service body may be painted single stage paint with bumper and ladder rack powder coated.

16. SEATING

A. All vinyl bench seating shall be provided.

B. Seats shall be covered in manufacturer's heavy-duty vinyl material.

C. Upholstery color shall be manufacturer's standard gray. Seat batting shall be of heavy-duty construction to minimize distortion from constant use of the vehicle.

17. WINDOWS

A. Windows shall be equipped with safety glass throughout the vehicle.

B. The windshield shall be constructed of glare retardant glass; factory tinted windows shall be provided throughout the vehicle.

C. All glass shall meet applicable Federal safety standards.

D. Driver and passenger windows shall be power windows.

18. SUN VISORS

Interior sun visors, mounted on the windshield header, shall be provided for both the driver and the passenger.

19. MIRRORS

A. Fully adjustable outside rear view mirrors shall be provided on the left and right sides.

B. The left and right side mirrors shall be remote controlled from within the vehicle.

C. An inside, day/night rear view mirror shall be provided.

20. WINDSHIELD WIPERS

A. Two (2) electrically actuated, multi-speed windshield wipers with interval feature of the self-parking type, with (1) motor operating both wipers, shall be provided.

B. The truck shall be equipped with a windshield washer.

21. INSTRUMENT PANEL

A. The truck shall be equipped with the manufacturer's standard instrument panel to include a speedometer with odometer.

B. Gauges or tell face lights must be provided to indicate low oil pressure, water /engine coolant temperature, alternator condition, headlight high beam on, turn signal action, fuel level, voltage, air bag, emissions, check engine, parking brake on, fasten safety belt warning and headlight on reminder.

C. Switches for headlight and dimmer, emergency flashers, windshield wipers and turn signals.

22. INTERIOR LIGHTING

The manufacturer's standard interior lighting shall be provided to include a dome light.

23. EXTERIOR LIGHTING

A. The manufacturer's standard headlights shall be provided.

B. The truck shall be provided with directional signals.

C. Traffic hazard warning signals shall be incorporated into the signal light system.

D. The truck shall be equipped with back-up lights.

E. The truck shall be equipped with an audible back-up alarm and shall be rated to at least 95 dB.

F. The truck shall be equipped with brake lights.

24. HEATING/AIR CONDITIONING SYSTEM

A. The truck shall be equipped with a heating and ventilation system capable of maintaining a comfortable inside temperature.

B. The defrost system shall be an integral part of the heating system.

C. The truck shall be equipped with a rear window defroster.

D. The truck shall be equipped with a four-season air conditioning system, installed and fully integrated with the heating system. Air conditioning shall comply with all current EPA refrigerant requirements.

25. MANUALS

Complete DVD sets of overhaul and shop manuals and all warranty information manuals shall be provided:

A. Shop Engine manuals: 1

B. Schematic Vacuum Diagram books: 1

C. Emission Diagnosis (H) books: 1

D. Body and Chassis manual: 1

E. Parts manual: 1

26. RADIO AND CLOCK

An AM/FM/CD radio with electronic tuning and integral electronic digital clock shall be provided.

27. LADDER RACK

A. A ladder/lumber rack shall be installed similar to the illustration in Appendix 1

B. The rack shall be installed in a way so that the roof mounted light bar is unobstructed.

C. The rack shall be reinforced to eliminate any mechanical flexing and vibration.

28. TOOL BOXES

A. Two low profile tool boxes shall be installed on the right and left sides of the truck bed (Appendix 2 as an example)

B. The tool boxes shall color matched to the truck body.

C. The toolbox dimensions shall be 47" long ± 1.5", 13" high ± 1" and 16" ± 3.5" deep.

29. AMBER LED LIGHT BAR

A. A tow truck style amber light-bar, no longer than the width of the truck roof shall be weatherproof and be mounted using stainless steel hardware and brackets onto the roof of the truck.

B. The light bar shall not be obstructed by any aftermarket device.

C. The light-bar shall use at least sixty-four (64) 12-volt light emitting diodes (LEDs) as lamp elements.

D. Total current from the light bar shall be no greater than 8 amperes.

E. The light bar shall be connected to an un-switched power source.

F. The light bar circuit shall be protected using a fuse position within the truck's main fuse panel. The circuit may be shared with the work light.

1) The circuitry SHALL NOT be installed using "Tap-In Connectors, "Tap Connectors", "Quick Splices", "T-Tap Connectors" or any other "shortcut" device.

30. WORK LIGHT

A. A remote controlled work-light shall be installed in a way that the light beam is unobstructed by any part of the truck excluding the ladder rack when the lamp assembly is aimed at ±8º from the center of its range of motion.

B. The work light shall be connected to an un-switched power source.

C. The work light circuit shall be protected using a fuse position within the truck's main fuse panel. The circuit may be shared with the light bar.

1) The circuitry SHALL NOT be installed using "Tap-In Connectors, "Tap Connectors", "Quick Splices", "T-Tap Connectors" or any other "shortcut" device.

D. The remote control shall be mounted to the center region of the dashboard within the driver's reach.

31. WARRANTY

A. A five (5) year/100,000 mile warranty for labor and materials shall be provided.

B. The body shall have a minimum five-year corrosion protection warranty.

C. Warranties are in addition to any statutory remedies or warranties imposed on the Contractor.

32. DELIVERY

A. Delivery shall be determined by the signed receipt of Omnitrans' designated Project Manager at the point of delivery and may be preceded by a cursory inspection of the truck.

B. The point of delivery shall be:

Omnitrans- Maintenance Department,
Attention: Technical Services Manager, (909) 379-7179,
1700 West Fifth Street.
San Bernardino, CA 92411-2499.

C. Delivery shall be FOB point of delivery by common carrier drive-away.

D. The agreed upon date of delivery shall be determined by mutual agreement between contractor and Omnitrans' designated Project Manager.

E. The truck may be delivered Monday through Friday; no truck may be delivered Saturdays, Sundays or holidays. Hours of delivery shall be 8:00 a.m. through 4:00 p.m. Pacific Time.

33. TITLE

Adequate documents for securing the vehicle in San Bernardino, California, shall be provided to Omnitrans at the time each vehicle is received by Omnitrans. Complete vehicle registration services up to and including delivery of valid license plates shall be provided by the Contractor.

34. VEHICLE ACCEPTANCE

A. Within five (5) calendar days after arrival at the designated point of delivery, Omnitrans shall notify the Contractor of its acceptance or rejection of the truck.

B. Omnitrans may require the Contractor, or its designated representative, to perform repairs after non-acceptance. Omnitrans shall make the vehicle available to complete repairs timely with the Contractor's repair schedule.

C. The Contractor shall provide, at its own expense, all spare parts, tools and space required to complete repairs. At Omnitrans' option, the Contractor may be required to move the vehicle from Omnitrans' property while repairs are being completed. If the vehicle is removed from Omnitrans' property, repair procedures must be diligently pursued by the Contractor or its representative, and the Contractor shall assume risk of loss while the vehicle is under its control.

APPENDIX 1



APPENDIX 2



End Scope of Work

Attachment: Exhibit A

EXHIBIT A



FAIRVIEW FORD SALES, INC
FLEET AND TRUCK CENTER
740 WEST 2ND STREET
P O BOX 1390
SAN BERNARDINO CA 92402
PHONE #:(909) 386-0281 FAX #:(909) 386-0292

VEHICLE ORDER CONFIRMATION 06/22/17 18:35:13

==> Dealer: F71156

2017 F-SERIES SD Page: 1 of 2

Order No: 0000 Priority: H2 Ord FIN: KU194 Order Type: 5B Price Level: 755

Ord PEP: 600A Cust/Flt Name: OMNITRANS PO Number:

		RETAIL
W2A	F250 4X2 CREW/C	$36130
	160" WHEELBASE	
Z1	OXFORD WHITE	
A	VNYL 40/20/40	
S	MEDIUM EARTH GR	
600A	PREF EQUIP PKG	
	.XL TRIM	
	.TRAILER TOW PKG	
572	.AIR CONDITIONER	NC
996	.6.2L EFI V8 ENG	NC
44S	6-SPD AUTOMATIC	NC
TBK	.LT245 BSW AS 17	
X37	3.73 REG AXLE	NC
90L	PWR EQUIP GROUP	1125
	JOB #2 BUILD	
	10000# GVWR PKG	
425	50 STATE EMISS	NC
43B	BACKGLASS DEF	60
512	SPARE TIRE/WHL2	NC
52B	BRAKE CONTROLLR	270
	TELE TT MIR-PWR	
585	AMFM/CD/CLK	275

TOTAL BASE AND OPTIONS 39185

TOTAL 39185

VEHICLE ORDER CONFIRMATION 06/22/17 18:35:17

==> Dealer: F71156

2017 F-SERIES SD Page: 2 of 2

Order No: 0000 Priority: H2 Ord FIN: KU194 Order Type: 5B Price Level: 755

Ord PEP: 600A Cust/Flt Name: OMNITRANS PO Number:

		RETAIL
	JACK	
794	PRICE CONCESSN	
	REMARKS TRAILER	
924	PRIVACY GLASS	30
	SP DLR ACCT ADJ	
	SP FLT ACCT CR	
	FUEL CHARGE	
B4A	NET INV FLT OPT	NC
	PRICED DORA	NC
	DEST AND DELIV	1295

TOTAL BASE AND OPTIONS 39185

TOTAL 39185

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WARRANTY CLAIM PROCEDURE (REQUIRED)

Submit this form with the BID, failure to do so is grounds for disqualification.

Please provide an explanation of the Warranty Claim Procedure for exchange, replacement and reimbursement of repair costs. You may use the space below to explain or you may attach a copy of written procedures to this packet. Any attachment must be clearly marked as "Warranty Claim Procedure" to be considered responsive.

3 YEARS / 36,000 MILE BUMPER TO BUMPER,
5 YEARS / 60,000 MILE POWERTRAIN)
5 YEARS / 100,000 MILE / PREMIUM CARE / $100.00 DEDUCTIBLE.

* WARRANTY CLAIMS TO FACTORY WILL BE MADE BY FAIRVIEW FORD SERVICE DEPARTMENT, IF APPLICABLE, AFTER VEHICLE IS BROUGHT IN FOR SERVICE TO THE DEALERSHIP.

BUY AMERICA CERTIFICATE

Complete and submit this form with BID/PROPOSAL for solicitations requiring
Steel, Iron and Manufactured Products and/or for Rolling Stock
Failure to do so is grounds for deeming the bid/proposal as non-responsive.

One (1) form required of each bidder/proposer

The Buy America requirement is set forth in 49 U.S.C Section 5323(j) Fixing America's Surface Transportation Act (FAST) and Section and 49 CFT 661, as amended, and by any guidance issued by Federal Transit Administration (FTA).

1. ☑ The bidder/proposer hereby certifies that it will comply with the requirements of Buy America and will ensure that the lower tier contractors and subcontractors will also comply with the requirements as referenced.

2. ☐ The bidder/proposer hereby certifies that it cannot comply with the requirements as referenced, but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFT 661.7. Explain below.

3. ☐ The bidder/proposer hereby certifies that submitted bid/proposal is $150,000 or less, no certification is necessary.

Company Name: FAIRVIEW FORD
Principal Office Address: 292 N. G ST.
City, ST, Zip: SAN BERNARDINO, CA 92410
Title of Person Authorized to Bind Firm: FLEET MANAGER
Print Name: TODD EFF
Date Signed and Authorized Signature: [signature] 05/05/17

(attach additional sheets as necessary to fully explain any exceptions)

Exceptions as referenced in check box number 2:

Revised 11/4/2016

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CURRENT CLIENT REFERENCES. MINIMUM OF FIVE (5) REQUIRED

Submit this form with the BID/Proposal, with valid contact information, failure to do so is grounds for disqualification.

Company	CITY OF SAN BERNARDINO
Address	182 S. SIERRA WAY
City, ST, Zip	SAN BERNARDINO, CA 92408
Phone Numbers/Email	909.384.5220
Contact Name/Title	ARLENE LOA
Type of Engagement	AUTO SALES
Company	COUNTY OF SAN BERNARDINO
Address	210 N. LENA ROAD
City, ST, Zip	SAN BERNARDINO, CA 92415
Phone Numbers/Email	909.387.7854
Contact Name/Title	PAM BUSCEMI
Type of Engagement	AUTO SALES
Company	SAN BERNARDINO CITY U.S.D.
Address	777 N. F ST.
City, ST, Zip	SAN BERNARDINO, CA 92415
Phone Numbers/Email	909.381.1129
Contact Name/Title	BRUCE COULROD
Type of Engagement	AUTO SALES
Company	CITY OF SAN BERNARDINO WATER DEPT.
Address	399 W. RIALTO AVE.
City, ST, Zip	SAN BERNARDINO, CA 92401
Phone Numbers/Email	909.384.5384
Contact Name/Title	RICHARD LEMUS
Type of Engagement	AUTO SALES
Company	CITY OF RIALTO
Address	249 S. WILLOW AVE.
City, ST, Zip	RIALTO, CA 92376
Phone Numbers/Email	909.820.2570
Contact Name/Title	WILLIAM JERNIGAN
Type of Engagement	AUTO SALES

Bidder's/Proposer's Company Name	FAIRVIEW FORD
Legal Structure (corp./partner/proprietor)	CORP.
Principle Office Address	292 N. G ST.
City, ST, Zip	SAN BERNARDINO, CA 92410
Phone Number and E-Mail	909.386.8281
Federal Employer Identification Number	95.2755267
Title of Person Authorized to Sign	FLEET MANAGER
Print Name of Person Authorized to Sign	TODD EFF
Date Signed and Authorized Signature	06/05/17

Rev08172016

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NOT ON EXCLUDED PARTIES LIST SYSTEM (REQUIRED)

Submit this form with the BID, failure to do so is grounds for disqualification.

The Bidder certifies that it is NOT on the Excluded Parties List System of ineligible firms for federally financed and assisted construction, materials, equipment contracts or services.

Bidder's Company Name	FAIRVIEW FORD
Legal Structure (corp./partner/proprietor)	CORP.
Principle Office Address	292 N. G ST.
City, ST, Zip	SAN BERNARDINO, CA 92410
Phone Number	909.386.0281
Fax Number	909.386.0292
E-Mail	TEFF@FAIRVIEWFORD.COM
Federal Employer Identification Number	95.2755267
Title of Person Authorized to Sign	FLEET MANAGER
Print Name of Person Authorized to Sign	TODD EFF
Date Signed and Authorized Signature	06/08/17

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DECLARATION OF NON-COLLUSION (REQUIRED)

Submit this form with the BID, failure to do so is grounds for disqualification.

I hereby declare (or affirm) under penalty of perjury that:

1. I am the bidder (if the bidder is an individual), a partner in the bid (if the bidder is a partnership), or an officer or employee of the bidding corporation and have authority to sign on its behalf (if the bidder is a corporation);
2. The bidder has independently produced the attached bid(s) without collusion, agreement, understanding or planned common course of action, with any other source, that would limit independent bidding competition;
3. The contents of the bid(s) have not been communicated by the bidder and or its employees and or agents to any person not an employee and or agent of the bidder and or its surety, on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid, and
4. I have fully informed myself regarding the accuracy of the statements made in this declaration.

Bidder's Company Name: FAIRVIEW FORD

(corp./partnership/sole proprietor): CORP.

Principle Office Address: 292 N. G ST.

City, ST, Zip: SAN BERNARDINO, CA 92410

Phone Number: 909.356.0251

Fax Number: 909.386.0292

E-mail Number: TEFF@FAIRVIEWFORD.COM

Federal Employer I.D. Number: 95.2755267

Title of Person Authorized to Sign: FLEET MANAGER

Print Name Authorized to Sign: TODD EFF

Authorized Signature:

Date Signed: 06/05/17

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DEBARMENT, SUSPENSION, & OTHER RESPONSIBILITY MATTERS
(REQUIRED >$25,000)

Submit this form with BID, failure to do so is grounds for disqualification.

One (1) form required of each bidder and subcontractor having greater than a $25,000 share of the bid. U.S. Code, Title 31, § 6101 note and U.S. DOT regulations on "Debarment and Suspension," 49 C.F.R. Part 29.

The Participant (the bidder and potential contractor or potential subcontractor for a third party contract) certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

An explanation must be attached to this certification regarding any exception(s).

The Primary Participant certifies that it has authority under State and local laws to comply with the subject assurances, the truthfulness and accuracy of the contents of this certification, any attached explanation submitted herewith, understands the applicability of 31 U.S.C. Sections 3801 *Et. Seq.* and that this certification has been legally made.

Bidder's Company Name	FAIRVIEW FORD
Legal Structure (corp./partner/proprietor)	CORP.
Select One	☑ Prime or ☐ Subcontractor (submit after award)
Principle Office Address	292 N. G ST.
City, ST, Zip	SAN BERNARDINO, CA 92410
Phone Number	909.386.0281
Fax Number	909.386.0292
E-Mail	JEFF@FAIRVIEWFORD.COM
Federal Employer Identification Number	95.2755267
Title of Person Authorized to Sign	FLEET MANAGER
Print Name of Person Authorized to Sign	JEFF EFF
Date Signed and Authorized Signature	05/05/17

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LIST OF SUBCONTRACTORS AND *DBES* (REQUIRED >½ OF 1% SHARE OF BID)

Submit this form with the BID/Proposal, failure to do so is grounds for disqualification.

One (1) form required of each bidder and proposed subcontractor having greater than ½ of 1% share of the bid. Government Code § 4100 on, "Subletting and Subcontract Fair Practices Act".

Company: PACIFIC TRUCK EQUIPMENT
Address: 11655 E WASHINGTON BLVD.
City, ST, Zip: WHITTIER, CA 90606
Phone Numbers/Email: 562.464.9674
Contact Name/Title: BRYAN HARGRAVE
Type of Engagement: BODY COMPANY
Type of work to be performed: INSTALLATION OF SERVICE BODIES
Dollar value of participation: 40% OF BID DBE qualified? Yes ☐ No ☑

Company: FULLER TRUCK ACCESSORIES
Address: 7525 INDIANA AVE.
City, ST, Zip: RIVERSIDE, CA 92504
Phone Number: 951.689.4267
Contact Name/Title: DAVE MILLER
Type of Engagement: TRUCK ACCESSORIES
Type of work to be performed: INSTALLATION OF TRUCK ACCESSORIES
Dollar value of participation: 5% OF BID DBE qualified? Yes ☐ No ☑

Company:
Address:
City, ST, Zip:
Phone Number:
Contact Name/Title:
Type of Engagement:
Type of work to be performed:
Dollar value of participation: DBE qualified? Yes ☐ No ☐

Total DBE participation Dollars % of Total Contract

Bidder's/Proposer's Company Name: FAIRVIEW FORD
Legal Structure (corp./partner/proprietor): CORP.
Principle Office Address: 292 N. G ST.
City, ST, Zip: SAN BERNARDINO, CA 92410
Phone Number and E-Mail: 909.386.0281
Federal Employer Identification Number: 95.2755267
Title of Person Authorized to Sign: FLEET MANAGER
Print Name of Person Authorized to Sign: TODD EFF
Date Signed and Authorized Signature: [signature] 06/05/17

DUPLICATE THIS FORM AS NECESSARY TO COMPLETE LIST (SIGN LAST ONE)

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PROPOSED DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

This form must be submitted with the BID, to have it considered during BID evaluation. The bidder intends to utilize the following DBE contractors on this project. Signature of participating DBE is confirmation of willingness to participate on this project.

Company N/A
Address
City, ST, zip
Phone Number
Fax Number
Contact Name
Type of work to be performed
Dollar value of participation
Signature of participating DBE

Company
Address
City, ST, zip
Phone Number
Fax Number
Contact Name
Type of work to be performed
Dollar value of participation
Signature of participating DBE

Company
Address
City, ST, zip
Phone Number
Fax Number
Contact Name
Type of work to be performed
Dollar value of participation
Signature of participating DBE

Company
Address
City, ST, zip
Phone Number
Fax Number
Contact Name
Type of work to be performed
Dollar value of participation
Signature of participating DBE

(DUPLICATE THIS FORM AS REQUIRED)

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RESTRICTIONS ON LOBBYING (REQUIRED >$100,000)

Submit this form before final contract award, failure to do so is grounds for disqualification.

One form required of bidder and subcontractor having greater than a $100,000 share of the bid. 31 U.S.C., § 1352 and U.S. DOT regulations on "New Restrictions on Lobbying," 49 C.F.R. Part 20.

Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operation Service Contract/Turnkey contracts.

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all tiers shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, as signed below, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Bidder's Company Name	FAIRVIEW FORD
Legal Structure (corp./partner/proprietor)	CORP.
Select One	☑ Prime or ☐ Subcontractor (submit after award)
Principle Office Address	272 N. G ST.
City, ST, Zip	SAN BERNARDINO, CA 92410
Phone Number	909.386.0251
Fax Number	909.386.0292
E-Mail	TEFF@FAIRVIEWFORD.COM
Federal Employer Identification Number	95.2755267
Title of Person Authorized to Sign	FLEET MANAGER
Print Name of Person Authorized to Sign	TODD EFF
Date Signed and Authorized Signature	05/05/17

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STATUS OF PAST AND PRESENT CONTRACTS FORM (REQUIRED)

Submit this form with the PROPOSAL, failure to do so is grounds for disqualification.

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

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

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

Project city/agency/other: N/A

Contact Name: _____ Phone: _____

Project Award Date: _____ Original Contract Value: _____

Term of Contract: _____

(1) Litigation, claims, settlements, arbitrations, or investigations associated with contract:

N/A

(2) Summary and Status of contract:

N/A

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(3) Summary and Status of action identified in (1): N/A

(4) Reason for termination, if applicable: N/A

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

Proposer's Company Name	FAIRVIEW FORD
Legal Structure (corp./partner/proprietor)	CORP.
Principle Office Address	292 N. G ST.
City, ST, Zip	SAN BERNARDINO, CA 92410
Phone Number	909.386.0281
Fax Number	909.386.0292
E-Mail	TEFF@FAIRVIEWFORD.COM
Federal Employer Identification Number	95.2755267
Title of Person Authorized to Sign	FLEET MANAGER
Print Name of Person Authorized to Sign	TODD EFF
Date Signed and Authorized Signature	06/05/17

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CONTRACT AGREEMENT

between

CONTRACTOR Raceway Ford, Inc. 5900 Sycamore Canyon Blvd. Riverside, CA 92507 (hereinafter "CONTRACTOR") Telephone: 951-317-2101 Email: mladner@earthlink.net	**CONTRACT DOCUMENTS** **CONTRACT NO. MNT18-05B** **SERVICE TRUCKS**
And	Contract Amount: $330,991.65
Omnitrans 1700 West Fifth Street San Bernardino, CA 92411 (hereinafter "OMNITRANS")	Omnitrans Project Manager: Name: Mike Bonacio Title: Technical Services Manager Telephone: (909) 379-7179 Email: mike.bonacio@omnitrans.org Contract Administrator: Name: Christine Van Matre Title: Contract Administrator Telephone: (909) 379-7122 Email: christine.vanmatre@omnitrans.org



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ATTACHMENT A – SCOPE OF WORK

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ATTACHMENT C – FORMS

This Agreement is made and entered into as of this ___ day of _____, and between Omnitrans (hereinafter referred to as "OMNITRANS") and Raceway Ford, Inc. (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, OMNITRANS is a joint powers authority organized under Section 6500 et seq. of the California Government Code with power to contract for services described in Attachment A to this Agreement entitled "Attachment A, Scope of Work" (hereinafter referred to as "Work");

WHEREAS, CONTRACTOR has indicated it is qualified to perform such services and (1) has reviewed all the available data furnished by OMNITRANS pertinent to the Work to be rendered; (2) has inspected and reviewed the Work to be rendered; (3) will exercise the ordinary care and skill expected of a practitioner in its profession; and (4) is willing to accept responsibility of performing the Work set forth in this Agreement for the compensation and in accordance with the terms, requirements and conditions herein specified;

NOW, THEREFORE, for the consideration hereinafter stated, the parties agree as follows:

1. SCOPE OF WORK

A. CONTRACTOR will perform the Work and related tasks as described in Attachment A, Scope of Work hereto and is incorporated by reference into and made a part of this Agreement.

B. This is a non-exclusive Agreement, whereby OMNITRANS may, at its sole discretion, augment or supplant the Work with its own forces or forces of another contractor or entity. CONTRACTOR will cooperate fully with OMNITRANS' staff or other contractor or entity that may be providing similar or the same Work for OMNITRANS.

2. PERIOD OF PERFORMANCE

The term of this Agreement shall be from the date of execution of this Agreement and continue in effect through _____, unless terminated as specified in Section 10 and 11 of this Agreement. Omnitrans has no obligation to purchase any specified amount of products/services. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

Omnitrans' election to extend the Agreement beyond the Initial Term shall not diminish its right to terminate the Agreement for Omnitrans' convenience or CONTRACTORS default as provided elsewhere in this Agreement.

3. CONTRACT OPTIONS

A. Omnitrans will have the unilateral right in the contract by which, for a specified time, Omnitrans may elect to purchase additional services called for by the contract, or may elect to extend the term of the contract. The requirements below apply:

1) Any options that were requested by Omnitrans and/or contained in the Contractor's PROPOSAL or offer must have been evaluated in making the contract award prior to exercising any such options.

2) Since Contractor's proposed pricing for the option years and additional services are considered in evaluating the Contractor's original proposal and form the basis for awarding the contract, Contractor shall be bound by the proposal pricing for additional services and/or option years, unless otherwise provided herein.

B. Omnitrans will provide a minimum of thirty days (30) written notice to the Contractor of Omnitrans' exercise of its option to extend the contract years. Omnitrans may give notice of its exercise of the option for additional services at any time during the term of the contract. The minimum time for the written notice may be waived by mutual agreement.

4. COMPENSATION

For CONTRACTOR's full and complete performance of its obligations under this Agreement, OMNITRANS shall pay CONTRACTOR on a FIXED PRICE basis at the fully burdened fixed rates shown herein, and subject to the maximum cumulative payment obligation.

2017 Ford F250 4x2 SD Regular Cab 8' box 142" WB SRW 56" CA XL

2 Regular Cab Facilities Trucks with Service Beds	$74,652.00
Warranty	$4,000.00
Fee	$17.50
8% CA Sales Tax	$6,293.56
Total	$84,963.06
3 Regular Cab Road Service Trucks with Service Beds	$221,778.00
Warranty	$6,000.00
Fee	$26.25
8% CA Sales Tax	$18,224.34
Total	$246,028.59

OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed Three Hundred Thirty Thousand Nine Hundred Ninety-One Dollars and sixty-five cents ($330,991,65), including all amounts payable to CONTRACTOR for all costs, including but not limited to direct labor, other direct costs, subcontracts, indirect costs including, but not limited to, leases, materials, taxes, insurance, and profit.

5. INVOICING AND PAYMENT

A. CONTRACTOR shall furnish information as may be requested by OMNITRANS to substantiate the validity of an invoice.

CONTRACTOR shall submit invoices in duplicate to:

OMNITRANS
1700 West Fifth Street
San Bernardino, CA 92411
Attn: Accounts Payable

Accountspayable@omnitrans.org

A separate invoice shall be used for each shipment. Each invoice shall include, at minimum, the following information:

- Contract number
- Invoice number
- Description of delivery
- Delivery Date
- Total quantity delivered
- Information as requested by OMNITRANS

B. OMNITRANS shall remit payment within thirty (30) calendar days of approval of the invoices by OMNITRANS' Project Manager.

In the event OMNITRANS should overpay CONTRACTOR, such overpayment shall not be construed as a waiver of OMNITRANS' right to obtain reimbursement for the overpayment. Upon discovering any overpayment, either on its own or upon notice of OMNITRANS, CONTRACTOR shall immediately reimburse OMNITRANS the entire overpayment or, at its sole discretion, OMNITRANS may deduct such overpayment amount from monies due to CONTRACTOR under this Agreement or any other Agreement between OMNITRANS and CONTRACTOR.

C. TITLE

a. Title shall pass to Omnitrans at the time of payment.

b. The title transferred as above shall in each case be good, and free and clear from any and all security interests, liens, and/or other encumbrances.

c. The transfer of title as specified above shall not imply Acceptance by Omnitrans, nor relieve the Contractor from the responsibility for strict compliance with the Contract, including warranty as specified in the Article entitled Warranty of Work, and for any loss of or damage to the Work.

d. The Contractor at its own expense shall promptly execute, acknowledge, and deliver to the Omnitrans proper bills of sale or other written instruments of title in a form as required by Omnitrans; said instruments shall convey to the Omnitrans' title free and clear of debts, claims, liens, mortgages, taxes, and/or encumbrances.

e. Contractor shall have title to and bear the risk of any loss of or damage to Work purchased hereunder until they are delivered, unloaded, and received by Omnitrans at the FOB Destination specified herein. Contractor's responsibility for loss or damage except for loss or damage resulting from Contractor's negligence, shall cease when title passes to Omnitrans.

6. AUDIT AND INSPECTION OF RECORDS

CONTRACTOR agrees that OMNITRANS or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, employment records or other records relating to this Agreement. Such material, including all pertinent cost, accounting, financial records, and proprietary data must be kept and maintained by CONTRACTOR for a period of three (3) years after completion of this Agreement unless OMNITRANS' written permission is given to CONTRACTOR to dispose of material prior to this time.

7. NOTIFICATION

All notices hereunder concerning this Agreement and the Work to be performed shall be physically transmitted by courier, overnight, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To OMNITRANS:	To CONTRACTOR:
Omnitrans 1700 West Fifth Street San Bernardino, CA 92411 Attn: Christine Van Matre Contract Administrator	Raceway Ford, Inc. 5900 Sycamore Canyon Blvd. Riverside, CA 92507 Attn: Mike Ladner Fleet Manager

8. OMNITRANS' AND CONTRACTOR'S REPRESENTATIVES

A. OMNITRANS' Project Manager

Contracting Officer: OMNITRANS' CEO/General Manager or his authorized designee who has authority to execute contracts on behalf of OMNITRANS.

Project Manager: Mike Bonacio, Technical Services Manager

a. Except as expressly specified in this Agreement, the Contracting Officer may exercise any powers, rights and/or privileges that have been lawfully delegated by OMNITRANS. Nothing in this Agreement should be construed to bind OMNITRANS for acts of its officers, employees, and/or agents that exceed the delegation of authority specified herein.

b. The Contracting Officer has delegated to the Project Manager certain powers and duties in connection with this Agreement. The Project Manager is the authorized representative of the Contracting Officer for matters related to this Agreement. The Project Manager or his/her designee is empowered to:

1. Have general oversight of the Work and this Agreement, including the power to enforce compliance with this Agreement.

2. Reserve the right to remove any portion of the Work from CONTRACTOR which have not been performed to OMNITRANS' satisfaction.

3. Subject to the review and acceptance by OMNITRANS, negotiate with CONTRACTOR all adjustments pertaining to this Agreement for revision.

c. In addition to the foregoing, the Project Manager shall have those rights and powers expressly set forth in other sections of this Agreement.

B. **Contractor's Key Personnel**

The following are CONTRACTOR's key personnel and their associated roles in the Work to be provided:

Name	Role
Mike Ladner	Fleet Manager

Any propose/substitution or replacement by Contractor of Contractor's key personnel shall ensure that such person possesses the same or better expertise and experience than the key personnel being substituted or replaced. Omnitrans reserves the right to interview such person to ascertain and verify if such proposed substitution or replacement does in deed possess such expertise and experience.

OMNITRANS awarded this Agreement to CONTRACTOR based on OMNITRANS' confidence and reliance on the expertise of CONTRACTOR's key personnel described above. CONTRACTOR shall not reassign key personnel or assign other personnel to key personnel roles until CONTRACTOR obtains prior written approval from OMNITRANS.

9. DISPUTE RESOLUTION

Any disputes between the successful CONTRACTOR and OMNITRANS relating to the implementation or administration of the Contract shall be resolved in accordance with this section.

A. The parties shall first attempt to resolve the dispute informally in meetings or communications between proposer and OMNITRANS.

B. If the dispute remains unresolved fifteen (15) days after it first arises, proposer may request that Omnitrans' CEO/General Manager issue a recommended decision on the matter in dispute. Omnitrans' CEO/General Manager shall issue the recommended decision in writing and provide a copy to proposer.

C. If the dispute remains unresolved after review by Omnitrans' CEO/General Manager, either party may seek judicial resolution of the dispute in an appropriate Court of the State of California.

D. Pending final resolution of a dispute under this section, proposer shall proceed diligently with performance in accordance with the Contract and Omnitrans' CEO/General Manager's recommended decision.

10. TERMINATION FOR CONVENIENCE

OMNITRANS may terminate this Agreement in whole or in part for OMNITRANS' convenience. Omnitrans' CEO/General Manager shall terminate this Agreement by a written Notice of Termination to CONTRACTOR specifying the nature, extent, and effective date of the termination. Upon receipt of the notice of termination, CONTRACTOR shall immediately discontinue all Work affected and deliver all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process, to Omnitrans' CEO/General Manager. OMNITRANS shall make an equitable adjustment in the Agreement for Work already performed, but shall not allow anticipated profit on unperformed services. Force Majeure shall apply.

11. TERMINATION FOR BREACH OF AGREEMENT

A. If CONTRACTOR fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger timely performance of this Agreement, OMNITRANS may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to OMNITRANS within the time permitted by OMNITRANS, then OMNITRANS may terminate this Agreement due to CONTRACTOR's breach of this Agreement.

B. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then OMNITRANS may immediately terminate this Agreement.

C. If CONTRACTOR violates Section 28, Compliance with Lobbying Policies, of this Agreement, then OMNITRANS may immediately terminate this Agreement.

D. In the event OMNITRANS terminates this Agreement as provided in this Section, OMNITRANS may procure, upon such terms and in such manner as OMNITRANS may deem appropriate, Work similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to OMNITRANS for all of its costs and damages, including, but not limited, any excess costs for such Work.

E. All finished or unfinished documents and materials produced or procured under this Agreement shall become OMNITRANS' property upon date of such termination.

F. If, after notice of termination of this Agreement under the provisions of this Section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 10, Termination for Convenience.

G. The rights and remedies of OMNITRANS provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

12. ASSIGNMENT

This Agreement, any interest herein or claim hereunder, may not be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONTRACTOR, without the prior written consent of OMNITRANS. Consent by OMNITRANS shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

13. SUBCONTRACTING

OMNITRANS hereby consents to CONTRACTOR's subcontracting of portions of the Work to the parties identified below for the functions described in CONTRACTOR's proposal. CONTRACTOR shall include in each subcontract agreement the stipulation that CONTRACTOR, not OMNITRANS, is solely responsible for payment to the subcontractor for all amounts owing and that the subcontractor shall have no claim, and shall take no action against OMNITRANS, Member Agencies or officers, directors, employees or sureties thereof for nonpayment by CONTRACTOR.

CONTRACTOR shall not, without the express written consent of Omnitrans, either:

a. Substitute any person, firm, or corporation as subcontractor in place of the subcontractors identified below; or

b. Permit any subcontract to be assigned or transferred; or

c. Allow work to be performed by anyone other than the original subcontractor listed below.

Subcontractor's Name and Address	**Work to Be Performed**
N/A	

14. INDEPENDENT CONTRACTOR

CONTRACTOR's relationship to OMNITRANS in the performance of this Agreement is that of an independent Contractor. CONTRACTOR's personnel performing Work under this Agreement shall at all times be under CONTRACTOR's exclusive direction and control and shall be employees of CONTRACTOR and not employees of OMNITRANS. CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

15. INSURANCE

A. INSURANCE REQUIREMENTS

1) **General Requirements for Contractor**

a. Without limiting or diminishing the Contractor's obligation to indemnify or hold Omnitrans harmless, Contractor shall procure, prior to commencement of the services required under this contract and maintain for the duration of the contract at its own expense, insurance of the kinds and in the amounts as indicated below;

b. Provide Omnitrans with valid original certificates of insurance and endorsements showing Omnitrans as an additional insured.

2) **Deductibles or Self-Insured Retention (SIR)**

SIR must be declared to and approved by Omnitrans. At the option of Omnitrans, either: the insurer shall reduce or eliminate such deductibles or SIR or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

3) **Other Insurance Provisions**

a. Commercial General Liability and Automobile Liability

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of Contractor's performance of its obligations hereunder and if Contractor's vehicles or mobile equipment are used in the performance of the

obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used. Policy shall name Omnitrans, its officers, officials, employees, agents and volunteers as additional insured as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations of the scope of protection afforded Omnitrans, its officers, officials, employees, agents, and volunteers.

1. For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects Omnitrans, its officers, officials, employees, agents, and volunteers. Any insurance and/or deductibles and/or self-insured retentions or self-insured programs maintained by Omnitrans, its officers, officials, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not be construed as contributory.
2. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Omnitrans.

b. Workers' Compensation

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of Omnitrans and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

c. Care, Custody, and Control

Contractor shall insure any Omnitrans property while under its Care, Custody, and Control according to the requirements listed in the insurance coverage required.

4) **Acceptability of Insurers**

Insurance companies shall be State of California admitted or approved and have a current **A.M. Best's** rating of no less than **A:VIII.**

5) **Verification of Coverage**

a. Contractor shall furnish Omnitrans with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All insurance certificates and endorsements are to be received and approved by Omnitrans before work commences.

b. As an alternative, Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

c. In lieu of purchasing insurance and providing original endorsements and or certificates of insurance, the Contractor may provide proof of self-insurance; such proof must be to the satisfaction of Omnitrans.

6) **Subcontractors**

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

7) **Notification of Terminated Insurance**

Insurance shall not be terminated or expire without thirty (30) days written or electronic notice, and are required to be maintained in force until completion of the contract.

B. **MINIMUM INSURANCE COVERAGE**

If the Contractor maintains broader coverage and/or higher limits than the minimum requirements shown below, Omnitrans requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

1) ☒ **Commercial General Liability including Products/Completed Operations:** $1,000,000; per occurrence for bodily and property damage liability and $2,000,000 aggregate; *Omnitrans named and endorsed as an Additional Insured.*

2) ☒ **Automobile Liability:** $1,000,000; per occurrence for bodily and property damage liability and aggregate; *Omnitrans named and endorsed as an Additional Insured.*

3) ☐ **Errors and Omissions Liability:** $1,000,000; combined single limit bodily and property damage liability per occurrence and $ 3,000,000 aggregate or,

4) ☐ **Professional Liability:** $1,000,000; per occurrence and aggregate.

5) ☒ **Workers' Compensation:** statutory limits or,

6) ☐ **Self Insurance Program:** a State Approved program in an amount and form that meets all applicable requirements of the Labor Code of the State of California.

7) ☒ **Employer's Liability**: $1,000,000; per occurrence.

8) ☐ **Environmental Liability:** $1,000,000; per occurrence and aggregate; *Omnitrans named and endorsed as an Additional Insured.*

9) ☐ **Umbrella Policy:** $4,000,000; per occurrence and aggregate Additional coverage for the above policies, *Omnitrans Additional Insured.*

10) ☐ All drivers making deliveries of products specified on this solicitation shall have Hazardous Materials Endorsements on their Commercial Drivers License, and such other Endorsements as may be required by relevant laws and/or regulations.

16. INDEMNITY

CONTRACTOR shall indemnify, defend and hold harmless OMNITRANS, and its member agencies, and their officers, directors, employees and agents from and against any and all liability, expense (including, but not limited to, defense costs and attorneys' fees), claims, causes of action, and lawsuits for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage (including property of CONTRACTOR) arising from or connected with any alleged act and/or omission of CONTRACTOR, its officers, directors, employees, agents, Subcontractors or suppliers. This indemnity shall survive termination or expiration of this Agreement and/or final payment thereunder.

17. REVISIONS IN SCOPE OF WORK

By written notice or order, OMNITRANS may, from time to time, order work suspension or make changes to this Agreement. Changes in the Work shall be mutually agreed to and incorporated into an amendment to this Agreement. Upon execution of an amendment, CONTRACTOR shall perform the Work, as amended.

18. RIGHTS IN TECHNICAL DATA

A. No material or technical data prepared by CONTRACTOR under this Agreement is to be released by CONTRACTOR to any other person or entity except as necessary for the performance of the Work. All press releases or information concerning the Work that might appear in any publication or dissemination, including but not limited to, newspapers, magazines, and electronic media, shall first be authorized in writing by OMNITRANS.

B. The originals of all letters, documents, reports and other products and data produced under this Agreement shall become the property of OMNITRANS without restriction or limitation on their use and shall be made available upon request to OMNITRANS at any time. Original copies of such shall be delivered to OMNITRANS upon completion of the Work or termination of the Work. CONTRACTOR shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the prior written approval of OMNITRANS. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

19. OWNERSHIP OF REPORTS AND DOCUMENTS

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

20. OWNERSHIP RIGHTS

A. In the event OMNITRANS rightfully obtains copies of Proprietary Data under the terms of the separate License Agreement and Escrow Agreement that govern rights in Documentation, Software and Intellectual Property created and/or developed by Contractor, its Third Party Software Contractors and its Suppliers as part of the Project, any derivative works and associated documentation created by or on behalf of OMNITRANS by Permitted Programmers (as defined in the License Agreement) shall be the sole and exclusive property of OMNITRANS (collectively, "OMNITRANS Intellectual Property"), and OMNITRANS may use, disclose and exercise dominion and full rights of ownership, in any manner in OMNITRANS Intellectual Property in connection with the use, operation and maintenance of a transportation system administered by OMNITRANS. No use of OMNITRANS Intellectual Property shall be made for any purpose other than in conjunction with a transportation

system administered by CONTRACTOR, and OMNITRANS shall not sell, lease, rent, give away or otherwise disclose any OMNITRANS Intellectual Property to any outside third party other than Permitted Programmers. To the extent there may be any question of rights of ownership or use in any OMNITRANS Intellectual Property, Contractor shall require all of its subcontractors and suppliers (including without limitation its Third Party Software Contractors) to assign to OMNITRANS, all worldwide right, title and interest in and to all OMNITRANS Intellectual Property in a manner consistent with the foregoing terms of this paragraph. Contractor shall execute any documents as OMNITRANS may from time to time reasonably request to effectuate the terms of this paragraph.

B. All documentation and Software which predates this Contract and which otherwise owned by Contractor or its Third Party Software Contractors, and all Documentation and Software which is created by Contractor or its Third Party Software Contractors shall be Licensed Software or Licensed Documentation, as appropriate. All Licensed Software and Licensed Documentation shall be governed by the License Agreement by and between the parties of event date herewith.

21. WORK FOR HIRE

Any work created or produced as a part of this Agreement that may be defined under Section 101, Title 17, USC will be considered "work for hire" as it pertains to ownership rights. CONTRACTOR, by his/her endorsement hereon agrees that all rights to any work(s) created or produced are waived, and that ownership rests with OMNITRANS. CONTRACTOR further agrees to ensure transfer of all rights to such work(s), as defined under federal copyright law, that may be created or produced under this Agreement by its suppliers, contractors or subcontractors.

22. SUBMITTAL OF CLAIMS BY CONTRACTOR

CONTRACTOR shall file any and all claims with OMNITRANS' Project Manager in writing within thirty (30) days of the event or occurrence giving rise to the claim. The claim shall be in sufficient detail to enable OMNITRANS to ascertain the claim's basis and amount, and shall describe the date, place and other pertinent circumstances of the event or occurrence giving rise to the claim and the indebtedness, obligation, injury, loss or damages allegedly incurred by CONTRACTOR.

Even though a claim may be filed and/or in review by OMNITRANS, CONTRACTOR shall continue to perform in accordance with this Agreement.

23. EQUAL OPPORTUNITY

CONTRACTOR shall not discriminate against, or grant preferential treatment to, any individual or group, or any employee or applicant for employment because of race, age, religion, color, ethnicity, sex, national origin, ancestry, physical disability, mental disability, political affiliation, sexual orientation, marital status or other status protected by law. CONTRACTOR shall take action to ensure that applicants and employees are treated without regard to the above.

24. STANDARD OF PERFORMANCE

A. CONTRACTOR shall perform and exercise, and require its subcontractors to perform and exercise due professional care and competence in the performance of the Work in accordance with the requirements of this Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, completeness and coordination of the Work, it being understood that OMNITRANS will be relying upon such professional quality, accuracy, completeness and coordination in utilizing the Work. The foregoing obligations and standards shall constitute the "Standard of Performance" for purposes of this Agreement. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

B. All workers shall have sufficient skill and experience to perform the Work assigned to them. OMNITRANS shall have the right, at its sole discretion, to require the immediate removal of CONTRACTOR's personnel at any level assigned to the performance of the Work at no additional fee or cost to OMNITRANS, if OMNITRANS considers such removal in its best interests and requests such removal in writing and such request is not done for illegal reasons. Further, an employee who is removed from performing Work under this Agreement under this Article shall not be re-assigned to perform Work in any other capacity under this Agreement without OMNITRANS' prior written approval.

25. NOTIFICATION OF EMPLOYMENT OF OMNITRANS BOARD MEMBERS/ALTERNATES AND EMPLOYEES

To ensure compliance with OMNITRANS' Ethics Policy, CONTRACTOR shall provide written notice to OMNITRANS disclosing the identity of any individual who CONTRACTOR desires to employ or retain under a contract, and who (1) presently serves as a Board Member/Alternate or an employee of OMNITRANS, or (2) served as a Board Member/Alternate or an employee of OMNITRANS within the previous 12 months of the date of the proposed employment or retention by CONTRACTOR. CONTRACTOR's written notice shall indicate whether the individual will be an officer, principal or shareholder of the entity and/or will participate in the performance of this Agreement.

26. DISQUALIFYING POLITICAL CONTRIBUTIONS

In the event of a proposed amendment to this Agreement, CONTRACTOR shall provide prior to the execution of such amendment, a written statement disclosing any contribution(s) of $250 or more made by CONTRACTOR or its subcontractor(s) to Omnitrans Board Members/Alternates or employees within the preceding twelve (12) months of the date of the proposed amendment. Applicable contributions include those made by any agent/person/entity on behalf of CONTRACTOR or subcontractor(s).

27. COMPLIANCE WITH LAW

A. CONTRACTOR shall familiarize itself with and perform the Work required under this Agreement in conformity with requirements and standards of OMNITRANS, municipal and public agencies, public and private utilities, special districts, and railroad agencies whose facilities and work may be affected by Work under this Agreement. CONTRACTOR shall also comply with all Federal, state and local laws and ordinances.

B. Government regulations that directly affect the CONTRACTOR'S performance of this contract and unforeseen impacts, which neither party could have contemplated at the onset of the contract and have an unconscionable impact on the CONTRACTOR may be given special pricing consideration. The parties, in good faith, shall review established rates and may adopt any mutually agreed new rates, which shall only be effective as agreed upon by the parties. Thorough documentation including all cost elements is required to support the Contractor's claim to any relief under this clause.

28. COMPLIANCE WITH LOBBYING POLICIES

A. CONTRACTOR agrees that if it is a Lobbyist Employer or if it has retained a Lobbying Firm or Lobbyist, as such terms are defined by OMNITRANS in its Ethics Policy, it shall comply or ensure that its Lobbying Firm and Lobbyist complies with OMNITRANS' Ethics Policy.

B. If CONTRACTOR (Lobbyist Employer) or its Lobbying Firm or Lobbyist fails to comply, in whole or in part, with OMNITRANS' Ethics Policy, such failure shall be considered a material breach of this Agreement and OMNITRANS shall have the right to immediately terminate or suspend this Agreement.

29. PUBLIC RECORDS ACT

A. All records, documents, drawings, plans, specifications and other material relating to conduct of OMNITRANS' business, including materials submitted by CONTRACTOR in its proposal and during the course of performing the Work under this Agreement, shall become the exclusive

property of OMNITRANS and may be deemed public records. Said materials may be subject to the provisions of the California Public Records Act. OMNITRANS' use and disclosure of its records are governed by this Act.

B. OMNITRANS will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of trade secret, confidential or proprietary. OMNITRANS will accept materials clearly and prominently labeled "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY" as determined by CONTRACTOR. OMNITRANS will endeavor to notify CONTRACTOR of any request of the disclosure of such materials. Under no circumstances, however, will OMNITRANS be liable or responsible for the disclosure of any labeled materials whether the disclosure is required by law or a court order or occurs through inadvertence, mistake or negligence on the part of OMNITRANS or its officers, employees and/or contractors.

C. In the event of litigation concerning the disclosure of any material submitted by CONTRACTOR, OMNITRANS' sole involvement will be as a stake holder, retaining the material until otherwise ordered by a court. CONTRACTOR, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the materials, and shall defend, indemnify and hold OMNITRANS harmless from all costs and expenses, including attorneys' fees, in connection with such action.

30. WAIVER/INVALIDITY

No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of the provision, or of any other breach of the provision of the Agreement. Failure of either party to enforce any provision of this Agreement at any time shall not be construed as a waiver of that provision.

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

31. FORCE MAJEURE

Performance of each and all CONTRACTOR's and OMNITRANS' covenants herein shall be subject to such delays as may occur without CONTRACTOR's or OMNITRANS' fault from acts of God, strikes, riots, or from other similar causes beyond CONTRACTOR's or OMNITRANS' control.

32. CONFIDENTIALITY

CONTRACTOR agrees that for and during the entire term of this Agreement, any information, data, figures, records, findings and the like received or generated by CONTRACTOR in the performance of this Agreement, shall be considered and

kept as the private and privileged records of OMNITRANS and will not be divulged to any person, firm, corporation, or other entity except on the direct prior written authorization of OMNITRANS. Further, upon expiration or termination of this Agreement for any reason, CONTRACTOR agrees that it will continue to treat as private and privileged any information, data, figures, records, findings and the like, and will not release any such information to any person, firm, corporation or other entity, either by statement, deposition, or as a witness, except upon direct prior written authority of OMNITRANS.

33. CONTRACTOR'S INTERACTION WITH THE MEDIA AND THE PUBLIC

A. OMNITRANS shall review and approve in writing all OMNITRANS related copy proposed to be used by CONTRACTOR for advertising or public relations purposes prior to publication. CONTRACTOR shall not allow OMNITRANS related copy to be published in its advertisements and public relations programs prior to receiving such approval. CONTRACTOR shall ensure that all published information is factual and that it does not in any way imply that OMNITRANS endorses CONTRACTOR's firm, service, and/or product.

B. CONTRACTOR shall refer all inquiries from the news media to OMNITRANS, and shall comply with the procedures of OMNITRANS' Public Affairs staff regarding statements to the media relating to this Agreement or the Work.

C. If CONTRACTOR receives a complaint from a citizen or the community, CONTRACTOR shall inform OMNITRANS as soon as possible and inform OMNITRANS of any action taken to alleviate the situation.

D. The provisions of this Article shall survive the termination or expiration of this Agreement.

34. GOVERNING LAW

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California, and the proper venue of any action brought hereunder is and shall be the County of San Bernardino, California.

35. MODIFICATIONS TO AGREEMENT

Unless specified otherwise in the Agreement, this Agreement may only be modified by written mutual consent evidenced by signatures of representatives authorized to enter into and modify the Agreement. In order to be effective, amendments may require prior approval by OMNITRANS' Board of Directors, and in all instances require prior signature of an authorized representative of OMNITRANS.

36. LICENSING, PERMITS AND INSPECTION COSTS

A. The CONTRACTOR warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, and the County of San Bernardino, the Local Jurisdictions, and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of the Agreement. Further, FIRM warrants that its employees, agents, and contractors and subcontractors shall conduct themselves in compliance with such laws and licensure requirements including, without limitation, compliance with laws applicable to nondiscrimination, sexual harassment and ethical behavior throughout the duration of this Agreement. CONTRACTOR further warrants that it shall not retain or employ an unlicensed subcontractor to perform work on this Project. CONTRACTOR shall notify OMNITRANS immediately and in writing of its employees', agents', contractors' or subcontractors' inability to obtain or maintain, irrespective of the pendency of any appeal, any such licenses, permits, approvals, certificates, waivers, exemptions. Such inability shall be cause for termination of this Agreement.

B. CONTRACTOR shall procure all permits and licenses; pay all charges, assessments and fees, as may be required by the ordinances and regulations of the public agencies having jurisdiction over the areas in which the work is located, and shall comply with all the terms and conditions thereof and with all lawful orders and regulations of each such public agency relating to construction operations under the jurisdiction of such agency.

37. PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, and any and all of its Amendments, Appendices, Exhibits and Attachments; (2) provisions of IFB-MNT18-05 and any and all of its Addenda, Appendices, Exhibits and Attachments; and (3) CONTRACTOR's proposal dated June 6, 2017 and its Appendices, Exhibits, Attachments.

38. ENTIRE AGREEMENT

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between OMNITRANS and CONTRACTOR and supersedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date shown below, and effective on the date first hereinabove written.

OMNITRANS	CONTRACTOR Company name: Roseway Fans INC.
P. Scott Graham CEO/General Manager	Name: Mike Lowe Title: Fleet MG
Date	6-6-17 Date

Federal Tax I.D. No. 33-0343352

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CM___

ATTACHMENT A-2, SCOPE OF WORK

MNT18-05B
TWO REGULAR CAB FACILITIES TRUCKS WITH SERVICE BEDS

1. PURPOSE

A. Purchase two (2) Regular Cab Facilities Service Bed Trucks. The trucks will be used for service and repair of transit facilities. The trucks must be certified by the California Air Resources Board as low emission truck (LEV) or cleaner.

B. Contractor shall provide truck in accordance with this scope of work and the specifications in Exhibit A.

2. GENERAL REQUIREMENTS

A. The trucks shall be gasoline engine powered.

B. The trucks shall be the latest available Regular Cab with a commercial duty service bed truck model-year 2017 or, if not available, 2018 model-year.

C. The trucks shall have a payload capacity of ≥ 3,000 pounds but not more than 4300 pounds.

D. The trucks shall have a towing capacity of ≥ 12,000 pounds.

E. Trucks, parts and materials furnished to Omnitrans in the completion of the contract shall be new and must meet all requirements described herein.

F. No used or rebuilt truck or parts will be accepted.

G. Power windows, power door locks and power mirrors shall be included for both driver and passenger sides.

3. BODY

A. The truck bodies shall be standard based on the model year 2017 design and shall be equipped with ~99” long x ~79” wide commercial duty steel service bed, or a specific and functional service bed made for the model of the trucks (Appendix 1).

B. The service bed shall include one driver-side rear and one passenger-side rear bright-white LED strobe lamps switched with the amber light bar purposed for traffic safety.

C. The front grill shall include one driver-side and one passenger-side bright-white LED strobe lamps switched with the amber light bar purposed for traffic safety.

D. The exterior body panels shall be fabricated steel and shall have a smooth finish.

1) All tool box and storage doors shall be lockable using a common key.

2) A waterproof transparent document holder shall be installed onto the front driver side utility bed door interior.

3) A hardware organizer shall be integral to the driver side (only) upper compartment.

4) A powder coated black steel diamond plate rear bumper shall be included.

5) Bed deck shall be fabricated using a smooth steel surface; diamond plate is not acceptable

6) High Gloss, Powder Coat Finish

7) Dual License Plate Lights
8) Deep Skirts for Full Body Coverage and Protection
9) Frame Mounted

4. SAFETY EQUIPMENT

A. The truck shall comply with all U.S. Department of Transportation and State of California safety standards applicable at date of manufacture.

B. The truck shall be equipped with the manufacturer's standard seat belts.

C. The truck shall be equipped with driver and passenger side air bag restraint system.

5. ENGINE

A. The engine shall be at least a V-8 gasoline, 375-389 horsepower engine.

B. The engine shall be compliant with all California emission standards for the relevant model year or engine manufacturer.

C. OPTION: Systems that increase engine horsepower and maintain State of California emissions regulations can be quoted for buyer consideration. Omnitrans reserves the right to either purchase or decline the option.

6. TRANSMISSION

The truck shall be equipped with an automatic 6-speed transmission with a cooling system which will operate in conjunction with a towing package as described in this specification.

7. AXLES

A. The rear axle shall be of manufacturer's standard design with a minimum capability of supporting the rated Gross Vehicle Weight (G.V.W.), or differential rear axles shall be matched with engine and other power train components so as to provide smooth acceleration.

B. The front axle shall be of manufacturer's standard with a minimum capability of supporting the G.V.W., or differential rear axles shall be matched with engine and other power train components so as to provide smooth acceleration.

8. TOWING PACKAGE

A. A factory frame mounted towing package shall be installed to include at least the following components, enhancements and capabilities:

1) Class V 17,000 pound receiver hitch
2) Functional wiring and 7-way trailer connector attached to the rear of the truck to include the following functions:
3) Left turn
4) Right turn

5) Brakes
6) Running
7) Chassis ground
8) Auxiliary power
9) Trailer brakes

9. ENGINE AND TRANSMISSION COOLING SYSTEMS

The truck shall be equipped with the manufacturer's heavy duty cooling system including a heavy duty radiator, engine oil cooler, and radiator and a supplemental Heavy-Duty Transmission Oil Cooler.

10. FUEL SYSTEM

A. The fuel tank shall have a minimum fuel capacity of ≥ 30 gallons and rigidly mounted to the vehicle.

B. The entire fuel system shall meet all applicable FMVSS requirements.

11. ELECTRICAL SYSTEM

A. The truck shall be equipped with the manufacturer's standard 12-volt wiring system with a heavy-duty battery.

B. The truck shall be equipped with an alternator, which has a minimum of 155 amps (or the equivalent in generating capacity) minimum ampacity.

C. A 12-volt horn shall be provided and installed so as to be protected from wheel wash.

D. All electrical components shall be powered directly from the main electrical system and grounded to the chassis. Grounding to the body or any other vehicle component other than the chassis is cause for rejection of acceptance of the truck.

12. STEERING

A. The truck shall be equipped with variable, ratio-type power steering.

B. The steering mechanism shall be self-centering.

13. BRAKES

A. The service brakes shall be power-assisted disc front and rear.

B. The emergency brake shall be mechanical-type, actuated by steel cables to the rear wheels.

C. The truck shall be equipped with anti-lock brake systems.

14. WHEELS AND TIRES

A. Wheels dimensions shall be identical in both the front and rear and of the same specification for interchangeability.

B. Tires shall be, at a minimum, manufacturer's standard steel belted radial tubeless type load range D.

C. Rims shall be factory steel powder coated white.

D. Rims shall not be alloy rims.

E. The Contractor shall furnish one (1) loose spare tire mounted on a full-sized rim with the truck.

15. PAINTING AND TRIM

A. The exterior color shall be white with clear coat.

B. The interior color shall be the manufacturer's standard gray.

C. The truck shall be equipped with body-side molding and door edge guards which are color keyed vinyl or black.

D. The truck shall be equipped with the manufacturer's standard rubber floor covering.

E. The truck shall include heavy duty charcoal gray rubber floor mats throughout.

F. Service body may be painted single stage paint with bumper and ladder rack powder coated.

16. SEATING

A. All vinyl bench seating shall be provided.

B. Seats shall be covered in manufacturer's heavy-duty vinyl material.

C. Upholstery color shall be manufacturer's standard gray. Seat batting shall be of heavy-duty construction to minimize distortion from constant use of the vehicle.

17. WINDOWS

A. Windows shall be equipped with safety glass throughout the vehicle.

B. The windshield shall be constructed of glare retardant glass; factory tinted windows shall be provided throughout the vehicle.

C. All glass shall meet applicable Federal safety standards.

D. Driver and passenger windows shall be power windows.

18. SUN VISORS

Interior sun visors, mounted on the windshield header, shall be provided for both the driver and the passenger.

19. MIRRORS

A. Fully adjustable outside rear view mirrors shall be provided on the left and right sides.

B. The left and right side mirrors shall be remote controlled from within the vehicle.

C. An inside, day/night rear view mirror shall be provided.

D. No heated mirrors (unless standard equipment).

20. WINDSHIELD WIPERS

A. Two (2) electrically actuated, multi-speed windshield wipers with interval feature of the self-parking type, with (1) motor operating both wipers, shall be provided.

B. The truck shall be equipped with a windshield washer.

21. INSTRUMENT PANEL

A. The truck shall be equipped with the manufacturer's standard instrument panel to include a speedometer with odometer.

B. Gauges or tell face lights must be provided to indicate low oil pressure, water /engine coolant temperature, alternator condition, headlight high beam on, turn signal action, fuel level, voltage, air bag, emissions, check engine, parking brake on, fasten safety belt warning and headlight on reminder.

C. Switches for headlight and dimmer, emergency flashers, windshield wipers and turn signals.

D. Back-up safety camera (if standard equipment).

22. INTERIOR LIGHTING

The manufacturer's standard interior lighting shall be provided to include a dome light.

23. EXTERIOR LIGHTING

A. The manufacturer's standard headlights shall be provided.

B. The truck shall be provided with directional signals.

C. Traffic hazard warning signals shall be incorporated into the signal light system.

D. The truck shall be equipped with back-up lights.

E. The truck shall be equipped with an audible back-up alarm and shall be rated to at least 95 dB.

F. The truck shall be equipped with brake lights.

24. HEATING/AIR CONDITIONING SYSTEM

A. The truck shall be equipped with a heating and ventilation system capable of maintaining a comfortable inside temperature.

B. The defrost system shall be an integral part of the heating system.

C. The truck shall be equipped with a rear window defroster.

D. The truck shall be equipped with a four-season air conditioning system, installed and fully integrated with the heating system. Air conditioning shall comply with all current EPA refrigerant requirements.

25. MANUALS

Complete paper (if available) and DVD sets of overhaul and shop manuals and all warranty information manuals shall be provided:

A. Shop Engine manuals: 1

B. Schematic Vacuum Diagram books: 1

C. Emission Diagnosis (H) books: 1

D. Body and Chassis manual: 1

E. Parts manual: 1

26. RADIO AND CLOCK

An AM/FM/CD radio with electronic tuning and integral electronic digital clock shall be provided.

27. LADDER RACK

A. A ladder/lumber rack shall be installed (Appendix 2) similar to the illustration.

B. The rack shall be installed in a way so that the roof mounted light bar is unobstructed.

C. The rack shall be reinforced to eliminate any mechanical flexing and vibration.

28. AMBER LED LIGHT BAR

A. A tow truck style amber light-bar, no longer than the width of the truck roof shall be weatherproof and be mounted using stainless steel hardware and brackets onto the roof of the truck.

B. The light bar shall not be obstructed by any aftermarket device.

C. The light-bar shall use at least sixty-four (64) 12-volt light emitting diodes (LEDs) as lamp elements.

D. Total current from the light bar shall be no greater than 30 amperes.

E. The light bar shall be connected to an un-switched power source.

F. The light bar circuit shall be protected using a fuse position within the truck's main fuse panel. The circuit may be shared with the work light.

   1) The circuitry SHALL NOT be installed using "Tap-In Connectors, "Tap Connectors", "Quick Splices", "T-Tap Connectors" or any other "shortcut" device.

29. WORK LIGHT

A. A remote controlled work-light shall be installed in a way that the light beam is unobstructed by any part of the truck excluding the ladder rack when the lamp assembly is aimed at ±8º from the center of its range of motion.

B. The work light shall be connected to an un-switched power source.

C. The work light circuit shall be protected using a fuse position within the truck's main fuse panel. The circuit may be shared with the light bar.

1) The circuitry SHALL NOT be installed using “Tap-In Connectors, “Tap Connectors”, “Quick Splices”, “T-Tap Connectors” or any other “shortcut” device.

D. The remote control shall be mounted to the center region of the dashboard within the driver’s reach.

30. VICE MOUNT

A vice mount shall be installed onto the right side of the rear bumper and shall be similar to the mount depicted in Appendix 3.

A. The mount shall be fabricated from ½” steel and then powder coated black.

B. The mounting surface (top) shall be 12” x 12”.

C. The mount shall not interfere with the operation of the lift gate.

31. WARRANTY

A. A five (5) year/100,000 mile warranty for labor and materials shall be provided.

B. The body shall have a minimum five-year corrosion protection warranty.

C. Warranties are in addition to any statutory remedies or warranties imposed on the Contractor.

32. DELIVERY

A. Delivery shall be determined by the signed receipt of Omnitrans’ designated Project Manager at the point of delivery and may be preceded by a cursory inspection of the truck.

B. The point of delivery shall be:

Omnitrans- Maintenance Department,
Attn: Technical Services Manager, (909) 379-7179,
1700 West Fifth Street.
San Bernardino, CA 92411-2499

C. Delivery shall be FOB point of delivery by common carrier drive-away.

D. The agreed upon date of delivery shall be determined by mutual agreement between contractor and Omnitrans’ designated Project Manager.

E. The truck may be delivered Monday through Friday; no truck may be delivered Saturdays, Sundays or holidays. Hours of delivery shall be 8:00 a.m. through 4:00 p.m. PST.

33. TITLE

Adequate documents for securing the vehicle in San Bernardino, California, shall be provided to Omnitrans at the time each vehicle is received by Omnitrans. Complete vehicle registration services up to and including delivery of valid license plates shall be provided.

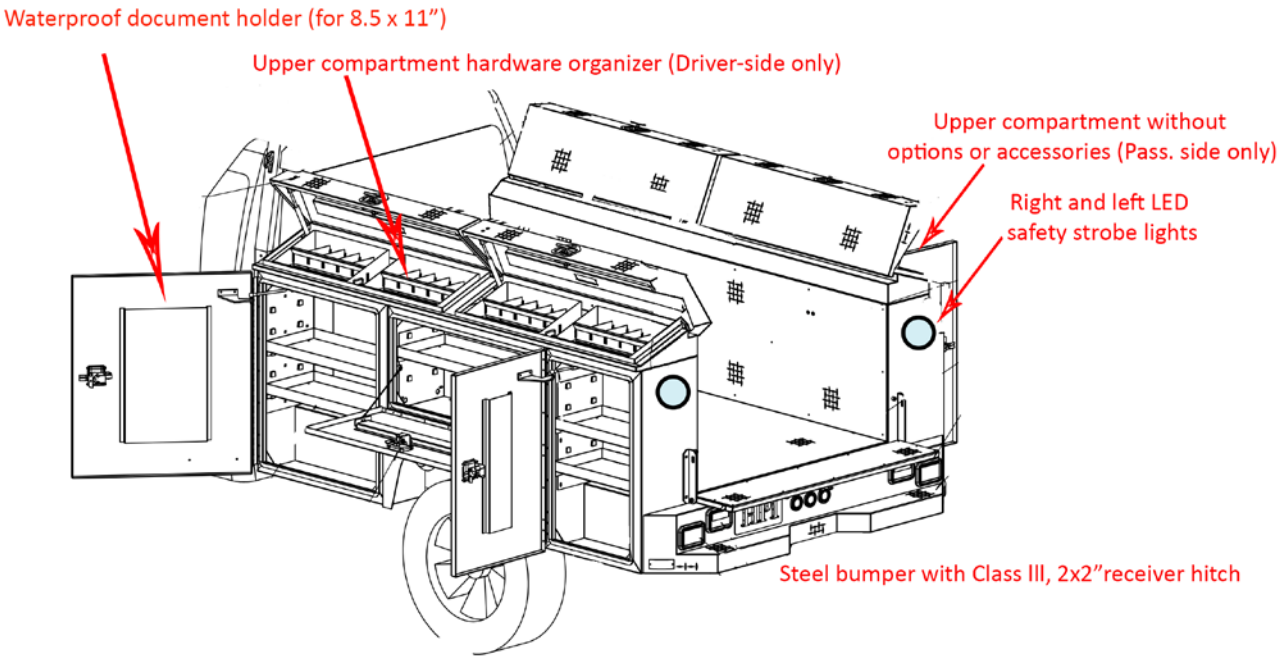
34. VEHICLE ACCEPTANCE

A. Within five (5) calendar days after arrival at the designated point of delivery, Omnitrans shall notify the Contractor of its acceptance or rejection of the truck.

B. Omnitrans may require the Contractor, or its designated representative, to perform repairs after non-acceptance. Omnitrans shall make the vehicle available to complete repairs timely with the Contractor's repair schedule.

C. The Contractor shall provide, at its own expense, all spare parts, tools and space required to complete repairs. At Omnitrans' option, the Contractor may be required to move the vehicle from Omnitrans' property while repairs are being completed. If the vehicle is removed from Omnitrans' property, repair procedures must be diligently pursued by the Contractor or its representative, and the Contractor shall assume risk of loss while the vehicle is under its control.

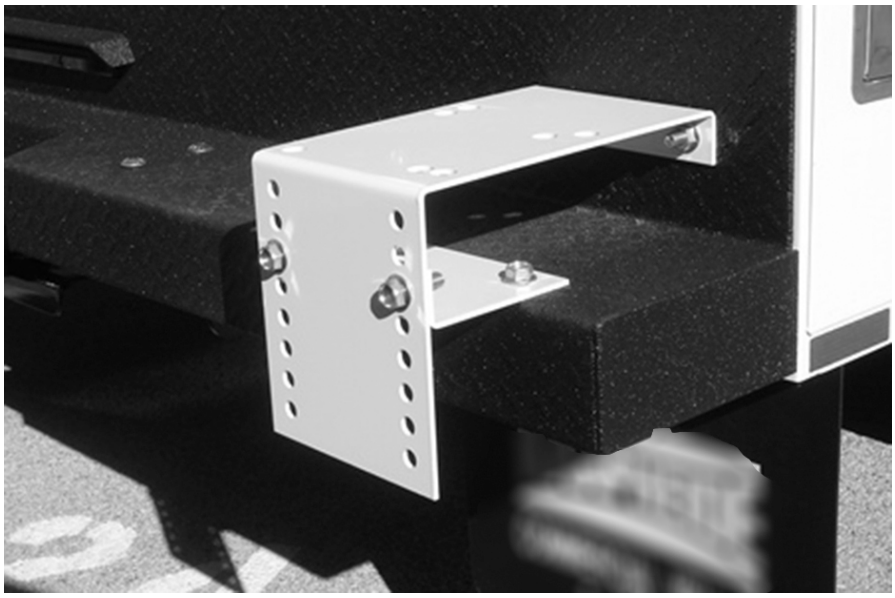
APPENDIX 1



APPENDIX 2



APPENDIX 3



End Scope of Work

Attachment: Exhibit A

ATTACHMENT A-3, SCOPE OF WORK

MNT18-05B
THREE REGULAR CAB ROAD SERVICE TRUCKS WITH SERVICE BEDS

1. PURPOSE

A. Purchase three (3) Regular Cab Service Bed Trucks. The trucks will be used for road service on transit buses. The trucks must be certified by the California Air Resources Board as low emission truck (LEV) or cleaner.

B. Contractor shall provide truck in accordance with this scope of work and the specifications in Exhibit A.

2. GENERAL REQUIREMENTS

A. The trucks shall be gasoline engine powered.

B. The trucks shall be the latest available Regular Cab with a commercial duty service bed truck model-year 2017 or if not available 2018 model-year.

C. The trucks shall have a payload capacity of ≥ 3,000 pounds but not more than 4300 pounds.

D. The trucks shall have a towing capacity of ≥ 12,000 pounds.

E. Trucks, parts and materials furnished to Omnitrans in the completion of the contract shall be new and must meet all requirements described herein; no used or rebuilt truck or parts will be accepted.

F. Power windows, power door locks and power mirrors shall be included for both driver and passenger sides.

3. BODY

A. The truck bodies shall be standard based on the model year 2017 design and shall be equipped with ~99" long x ~79" wide commercial duty steel service bed with a 48" opening, or a specific and functional service bed made for the model of the trucks (Appendix 1)

B. The service bed shall include one driver-side rear and one passenger-side rear bright-white LED strobe lamps switched with the amber light bar purposed for traffic safety. The lights shall be installed in a way that the lift gate, in any position, will not obstruct any part of the lights.

C. The front grill shall include one driver-side and one passenger-side bright-white LED strobe lamps, switched with the amber light bar purposed for traffic safety.

D. The exterior body panels shall be fabricated steel and shall have a smooth finish.

1) All tool box and storage doors shall be lockable using a common key.

2) A waterproof transparent document holder shall be installed onto the front driver side utility bed door interior

3) A steel diamond plate rear bumper powder coated black shall be included.

4) Bed deck shall be fabricated using a smooth steel surface; diamond plate is not acceptable

5) Deck shall be coated with a two-part Haze Gray non-skid coating.

6) High Gloss, Powder Coat Finish

7) Dual License Plate Lights
8) Deep Skirts for Full Body Coverage and Protection
9) Frame Mounted

4. VICE MOUNT

A. A vice mount shall be installed onto the right side of the rear bumper and shall be similar to the mount depicted in Appendix 3.

B. The mount shall be fabricated from ½" steel and then powder coated black.

C. The mounting surface (top) shall be 12" x 12".

D. The mount shall not interfere with the operation of the lift gate.

5. FRONT BUMPER

A. Each road service truck shall be equipped with a wrap-around fully scratch resistant front bumper for the purposes of pushing a disabled transit bus for up to one mile.

B. The vertical center of the bumper shall be 24" ± 1" from ground level with the truck unladed (Appendix 2).

6. SAFETY EQUIPMENT

A. The truck shall comply with all U.S. Department of Transportation and State of California safety standards applicable at date of manufacture.

B. The truck shall be equipped with the manufacturer's standard seat belts.

C. The truck shall be equipped with driver and passenger side air bag restraint system.

7. ENGINE

A. The engine shall be at least a V-8 gasoline, 375-389 horsepower engine.

B. The engine shall be compliant with all California emission standards for the relevant model year or engine manufacturer.

C. Systems that increase engine horsepower and maintain State of California emissions regulations can be quoted for buyer consideration. Omnitrans reserves the right to either purchase or decline the option.

8. TRANSMISSION

The truck shall be equipped with an automatic 6-speed transmission with a cooling system which will operate in conjunction with a towing package as described in this specification.

9. AXLES

A. The rear axle shall be of manufacturer's standard design with a minimum capability of supporting the rated Gross Vehicle Weight (G.V.W.), or differential rear axles shall be matched with engine and other power train components so as to provide smooth acceleration.

B. The front axle shall be of manufacturer's standard with a minimum capability of supporting the G.V.W., or differential rear axles shall be matched with engine and other power train components so as to provide smooth acceleration.

10. TOWING PACKAGE

A. A factory frame mounted towing package shall be installed to include at least the following components, enhancements and capabilities:

1) Class V 17,000 pound receiver hitch
2) Functional wiring and 7-way trailer connector attached to the rear of the truck to include the following functions:
3) Left turn,
4) Right turn,
5) Brakes,
6) Running
7) Chassis ground
8) Auxiliary power
9) Trailer brakes

11. LIFT GATE

A. Each truck shall be equipped with a heavy duty electric over hydraulic lift gate.

B. The lift gate shall have a lifting capacity of 1,600 pounds ± 100 pounds.

C. The load area shall be 52" x 38" ± 2" for either dimension value.

D. The lift gate shall be fabricated out of tread-plate steel.

E. A 4" taper leading edge shall be included to aid loading.

F. The gate controls shall be integral to the lift gate assembly.

G. The lift gate shall be connected to the 12 volt auxiliary battery.

H. With the truck fully unladed and the lift fully deployed, the platform shall completely rest on a level surface which would be equal to the ground-plane in which the vehicle rests.

12. ENGINE AND TRANSMISSION COOLING SYSTEMS

The truck shall be equipped with the manufacturer's heavy duty cooling system including a heavy duty radiator, engine oil cooler, and radiator and a supplemental Heavy-Duty Transmission Oil Cooler.

13. FUEL SYSTEM

The fuel tank shall have a minimum fuel capacity of ≥ 30 gallons and rigidly mounted to the vehicle. The entire fuel system shall meet all applicable FMVSS requirements.

14. ELECTRICAL SYSTEM

A. The truck shall be equipped with the manufacturer's standard 12-volt wiring system with TWO heavy-duty batteries configured to separately operate normal vehicle systems and the other to operate the lift gate and electric start air compressor, etc. as an auxiliary battery.

B. The truck shall be equipped with an alternator, which has a minimum of 155 amps (or the equivalent in generating capacity) minimum ampacity.

C. A 12-volt horn shall be provided and installed so as to be protected from wheel wash.

D. All electrical components shall be powered directly from the main electrical system and grounded to the chassis. Grounding to the body or any other vehicle component other than the chassis is cause for rejection of acceptance of the truck.

15. STEERING

A. The truck shall be equipped with variable, ratio-type power steering.

B. The steering mechanism shall be self-centering.

16. BRAKES

A. The service brakes shall be power-assisted disc front and rear.

B. The emergency brake shall be mechanical-type, actuated by steel cables to the rear wheels.

C. The truck shall be equipped with anti-lock brake systems.

17. WHEELS AND TIRES

A. Wheels dimensions shall be identical in both the front and rear and of the same specification for interchangeability.

B. Tires shall be, at a minimum, manufacturer's standard steel belted radial tubeless type.

C. Rims shall be factory steel powder coated white.

D. Rims shall not be alloy rims.

E. The Contractor shall furnish one (1) loose spare tire mounted on a full-sized rim with the truck.

18. PAINTING AND TRIM

A. The exterior color shall be white with clear coat.

B. The interior color shall be the manufacturer's standard gray.

C. The truck shall be equipped with body-side molding and door edge guards which are color keyed vinyl or black.

D. The truck shall be equipped with the manufacturer's standard rubber floor covering.

E. The truck shall include heavy duty charcoal gray rubber floor mats throughout.

F. Service body may be painted single stage paint with bumper powder coated.

19. SEATING

A. All vinyl bench seating shall be provided.

B. Seats shall be covered in manufacturer's heavy-duty vinyl material.

C. Upholstery color shall be manufacturer's standard gray. Seat batting shall be of heavy-duty construction to minimize distortion from constant use of the vehicle.

20. SEAT COVERS

All bench seats shall be fitted with a heavy duty canvas reinforced vinyl seat covers and shall be color matched with the vehicle interior.

21. WINDOWS

A. Windows shall be equipped with safety glass throughout the vehicle.

B. The windshield shall be constructed of glare retardant glass; factory tinted windows shall be provided throughout the vehicle.

C. All glass shall meet applicable Federal safety standards.

D. Driver and passenger windows shall be power windows.

22. SUN VISORS

A. Interior sun visors, mounted on the windshield header, shall be provided for both the driver and the passenger.

B. No vanity mirrors (unless standard equipment).

23. MIRRORS

A. Fully adjustable outside rear view mirrors shall be provided on the left and right sides.

B. The left and right side mirrors shall be remote controlled from within the vehicle.

C. An inside, day/night rear view mirror shall be provided.

D. No heated mirrors (unless standard equipment).

24. WINDSHIELD WIPERS

A. Two (2) electrically actuated, multi-speed windshield wipers with interval feature of the self-parking type, with (1) motor operating both wipers, shall be provided.

B. The truck shall be equipped with a windshield washer.

25. INSTRUMENT PANEL

A. The truck shall be equipped with the manufacturer's standard instrument panel to include a speedometer with odometer.

B. Gauges or tell face lights must be provided to indicate low oil pressure, water /engine coolant temperature, alternator condition, headlight high beam on, turn signal action, fuel level, voltage, air bag, emissions, check engine, parking brake on, fasten safety belt warning and headlight on reminder.

C. Switches for headlight and dimmer, emergency flashers, windshield wipers and turn signals.

D. Back-up safety camera (if standard equipment).

26. INTERIOR LIGHTING

The manufacturer's standard interior lighting shall be provided to include a dome light.

27. EXTERIOR LIGHTING

A. The manufacturer's standard headlights shall be provided.

B. The truck shall be provided with directional signals.

C. Traffic hazard warning signals shall be incorporated into the signal light system.

D. The truck shall be equipped with back-up lights.

E. The truck shall be equipped with an audible back-up alarm and shall be rated to at least 95 dB.

F. The truck shall be equipped with brake lights.

28. HEATING/AIR CONDITIONING SYSTEM

A. The truck shall be equipped with a heating and ventilation system capable of maintaining a comfortable inside temperature.

B. The defrost system shall be an integral part of the heating system.

C. The truck shall be equipped with a rear window defroster.

D. The truck shall be equipped with a four-season air conditioning system, installed and fully integrated with the heating system. Air conditioning shall comply with all current EPA refrigerant requirements.

29. MANUALS

Complete paper (if available) and DVD sets of overhaul and shop manuals and all warranty information manuals shall be provided:

A. Shop Engine manuals: 1

B. Schematic Vacuum Diagram books: 1

C. Emission Diagnosis (H) books: 1

D. Body and Chassis manual: 1

E. Parts manual: 1

30. RADIO AND CLOCK

An AM/FM/CD radio with electronic tuning and integral electronic digital clock shall be provided.

31. AMBER LED LIGHT BAR

A. A tow truck style amber light-bar shall be weatherproof and be mounted using stainless steel hardware and brackets onto the roof of the truck.

B. The light bar shall not be obstructed by any aftermarket device.

C. The light-bar shall use at least sixty-four (64) 12-volt light emitting diodes (LEDs) as lamp elements.

D. Total current from the light bar shall be no greater than 30 amperes.

E. The light bar shall be connected to an un-switched power source.

F. The light bar circuit shall be protected using a fuse position within the truck's main fuse panel. The circuit may be shared with the work light.

1) The circuitry SHALL NOT be installed using "Tap-In Connectors, "Tap Connectors", "Quick Splices", "T-Tap Connectors" or any other "shortcut" device.

32. WORK LIGHT BAR

A. A tight flood pattern work-light bar shall be installed in a way that the light beam is unobstructed by any part of the truck.

B. The LED array shall project a tight flood pattern of 2,800 lumens ± 300 lumens.

C. LEDs shall be rated to at least 50,000 operating hours.

D. Housing shall be fabricated out of aluminum and IP 67 rated.

E. The light bar shall be attached either to the grill or on top of the bumper. In either circumstance, any contact with a pushed vehicle shall be impossible.

F. The work light shall be connected to an un-switched power source and controlled independently of the amber light bar.

G. Power to the work light bar shall be interrupted when the transmission selector is out of park mode.

H. The work light circuit shall be protected using a fuse position within the truck's main fuse panel. The circuit may be shared with the amber light bar.

1) The circuitry SHALL NOT be installed using "Tap-In Connectors, "Tap Connectors", "Quick Splices", "T-Tap Connectors" or any other "shortcut" device.

I. The control switch shall be mounted to the center region of the dashboard within the driver's reach.

33. REAR BED MOUNTED WORK LIGHTS

A. Two flush mounted LED work lights shall be installed into the truck bed. See figure 1.

B. The lights shall be installed in a way that the lift gate, in any position, will not obstruct any part of the light.

C. Brightness shall be no less than 3000 lumens each assembly.

34. AIR COMPRESSOR

A. A 14 HP gasoline driven air compressor shall be included and mounted parallel to and 1" – 2" from the bulkhead.

B. Thirty gallon air tank shall be constructed in accordance with ASME Section VIII Division I Code latest edition.

C. Engine shall be no less than a 4 HP gasoline with electric start. The start system shall be powered by the auxiliary battery.

D. Air flow shall be $\geq$ 25 ACFM.

35. AIR HOSE AND REEL ASSEMBLY (large)

A. A heavy duty dual pedestal hose reel with a 50' air hose shall be included for each road service truck.

B. The hose reel shall be installed in a way that a user can access the hose end from outside the truck on the right side. The reel should not be installed further to the rear than the air compressor in order to maximize useable bed space.

C. The hose reels shall be manufactured using heavy duty steel, gusseted and welded for strength.

D. The hose reels shall be red in color.

E. The hose reels shall be of the retractable type with a long-life drive spring.

F. The hose shall be heavy duty 1" ID rubber.

G. The hose ends shall be crimped using 3/4" NPT male ends and installed into the reel outlet.

H. The compressor outlet for this particular hose shall be equipped with 0-125 PSI @ 15 CFM lubricated air pressure regulator.

36. AIR HOSE AND REEL ASSEMBLY (small)

A. A heavy duty dual pedestal hose reel with a 50' air hose shall be included for each road service truck.

B. The hose reel shall be installed in a way that a user can access the hose end from outside the truck on the right side. The reel should not be installed further to the rear than the air compressor in order to maximize useable bed space.

C. The hose reels shall be manufactured using heavy duty steel, gusseted and welded for strength.

D. The hose reels shall be red in color.

E. The hose reels shall be of the retractable type with a long-life drive spring.

F. The hose shall be heavy duty 3/8" ID rubber.

G. The hose ends shall be crimped using 1/4" NPT male ends and installed into the reel outlet.

H. The compressor outlet for this particular hose shall be equipped with 0-125 PSI @ 5 CFM lubricated air pressure regulator.

37. ENGINE DRIVEN JUMP STARTER

Each truck shall be fitted with an engine driven jump starter system and shall include:

A. 12 and 24 volt output

B. 700 Amps (± 50 amps) @ 12 volts and no less than 400 Amps (± 25 amps) @ 24 Volts Direct Current output

C. Electric start gasoline engine

D. 25' (± 10') 1/Ø welding cable with high capacity clamps

E. A system which prevents system damage in case a user incorrectly attaches the jumper cables

F. Amp and volt meters

38. HIGH PRESSURE AIR LIFTING BAGS

Two (2) High Pressure Air Lifting Bags shall be included with EACH Road Service Truck. Each bag shall be:

A. Able to lift 50 tons each.

B. Aramid construction.

C. 30" x 30" ± 2".

D. Rated up to 120 PSI working pressure.

39. FLUID DISPENSER SYSTEM

A. Each Road Service Truck shall include a fluid dispenser system for use with engine coolant solutions.

B. Each system shall include:

1) A thirty-five (35) gallon welded aluminum reservoir installed into a driver-side utility bed compartment. A sight glass shall be installed integral to the reservoir and shall be installed in such a way as to protect it from any harm that may occur under normal use.

2) A heavy duty dual pedestal hose reel with a 25' application specific hose and nozzle.

3) A pneumatically driven diaphragm coolant pump shall be included and allow the delivery of at least 14 GPM and no more than 18 GPM AT THE NOZZLE. A manually adjustable fluid flow regulator shall be installed.

a. The pump shall be mechanically coupled with the air compressor and be controlled by a quarter-turn ball valve and air pressure regulator specific to the application. The valve shall be accessible from the reservoir compartment.

40. CARGO RESTRAINT POLE

Each road service truck shall include a heavy-duty adjustable cargo restraint pole.

41. WARRANTY

A. A five (5) year/100,000 mile warranty for labor and materials shall be provided.

B. The body shall have a minimum five-year corrosion protection warranty.

C. Warranties are in addition to any statutory remedies or warranties imposed on the Contractor.

42. DELIVERY

A. Delivery shall be determined by the signed receipt of Omnitrans' designated Project Manager at the point of delivery and may be preceded by a cursory inspection of the truck.

B. The point of delivery shall be:

Omnitrans- Maintenance Department,
Attn: Technical Services Manager, (909) 379-7179,
1700 West Fifth Street.
San Bernardino, CA 92411-2499.

C. Delivery shall be FOB point of delivery by common carrier drive-away.

D. The agreed upon date of delivery shall be determined by mutual agreement between contractor and Omnitrans' designated Project Manager.

E. The truck may be delivered Monday through Friday; no truck may be delivered Saturdays, Sundays or holidays. Hours of delivery shall be 8:00 a.m. through 4:00 p.m. PST.

43. TITLE

Adequate documents for securing the vehicle in San Bernardino, California, shall be provided to Omnitrans at the time each vehicle is received by Omnitrans. Complete vehicle registration services up to and including delivery of valid license plates shall be provided.

44. VEHICLE ACCEPTANCE

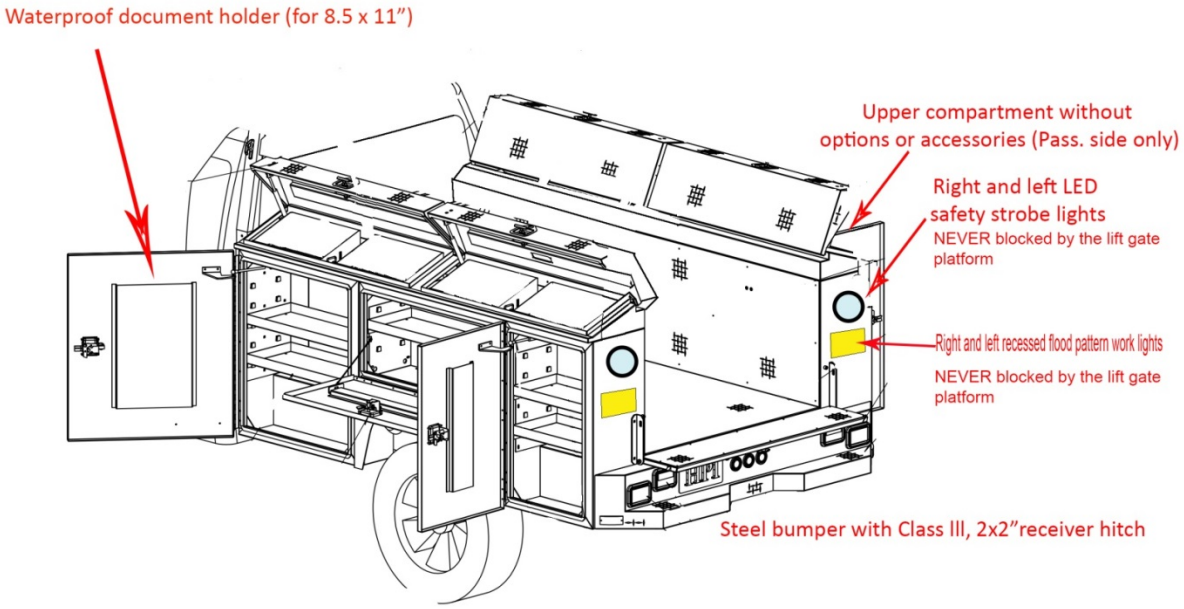
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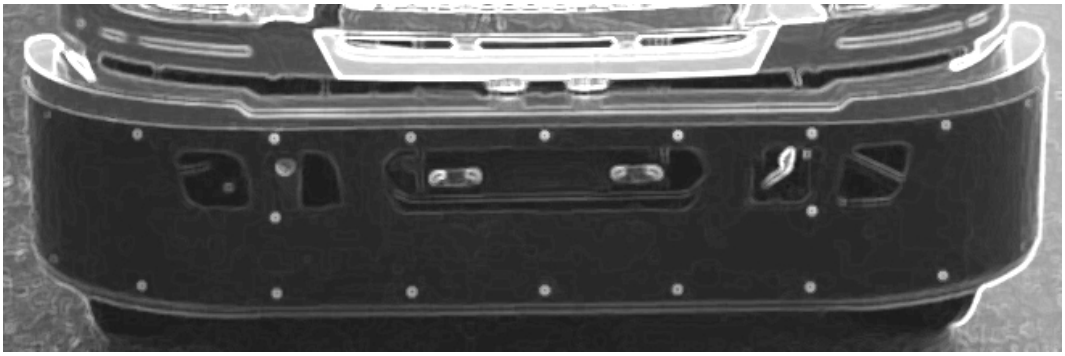
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property, repair procedures must be diligently pursued by the Contractor or its representative, and the Contractor shall assume risk of loss while the vehicle is under its control.

APPENDIX 1



APPENDIX 2



APPENDIX 3



End Scope of Work

Attachment: Exhibit A

EXHIBIT A

Truck Spec
2 & 3

Prepared By:
Administrator
Your Dealership Name Here

2017 Ford F-250

• VEHICLE REPORT

2017 Ford F-250 F2A 4x2 SD Regular Cab 8' box 142" WB SRW 56" CA XL

SELECTED MODEL

Code	Description	Invoice	Dlr Price
F2A	2017 Ford F-250 4x2 SD Regular Cab 8' box 142" WB SRW 56" CA XL	$30,745.00	$29,769.00

Prepared By:

SELECTED VEHICLE COLORS

Code	Description
-	Interior: MEDIUM EARTH GRAY
-	Exterior 1: OXFORD WHITE
-	Exterior 2: No color has been selected.

SELECTED OPTIONS

Code	Description	Class	Invoice	Dlr Price
	PACKAGES			
600A	Order Code 600A (996) Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel; (44S) Transmission: TorqShift-G 6-Spd Auto w/SelectShift; (X37) 3.73 Axle Ratio; (STDGV) GVWR: 9,950 lb Payload Package; (TBK) Tires: LT245/75Rx17E BSW A/S; (64A) Wheels: 17" Argent Painted Steel : Includes painted hub covers/center ornaments.; (A) HD Vinyl 40/20/40 Split Bench Seat : Includes center armrest, cupholder, storage and driver's side manual lumbar.; (587) Radio: AM/FM Stereo : Includes digital clock and 4-speakers.	OPT	$0.00	$0.00
	EMISSIONS			
425	50-State Emissions System	STD	$0.00	$0.00
	POWERTRAIN			
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel	INC	$0.00	$0.00
44S	Transmission: TorqShift-G 6-Spd Auto w/SelectShift	INC	$0.00	$0.00
X37	3.73 Axle Ratio	INC	$0.00	$0.00
STDGV	GVWR: 9,950 lb Payload Package	INC	$0.00	$0.00

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Axle Ratio; (STDGV) GVWR: 9,950 lb Payload Package; (TBK)
Tires: LT245/75Rx17E BSW A/S; (64A) Wheels: 17" Argent

• VEHICLE REPORT

2017 Ford F-250 F2A 4x2 SD Regular Cab 8' box 142" WB SRW 56" CA XL

SELECTED OPTIONS

Code	Description	Class	Invoice	Dlr Price
	POWERTRAIN (Continued)			
	WHEELS & TIRES			
TBK	Tires: LT245/75Rx17E BSW A/S	INC	$0.00	$0.00
64A	Wheels: 17" Argent Painted Steel Includes painted hub covers/center ornaments.	INC	$0.00	$0.00
512	Spare Tire, Wheel, Carrier & Jack Spare tire is standard equipment; becomes optional when (66D) Pickup Box Delete is ordered.	OPT	$272.00	$263.00
	SEATS & SEAT TRIM			
A	HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage and driver's side manual lumbar.	INC	$0.00	$0.00
	OTHER OPTIONS			
142WB	142" Wheelbase	STD	$0.00	$0.00
PAINT	Monotone Paint Application	STD	$0.00	$0.00
90L	Power Equipment Group Accessory Delay; Trailer Tow Mirrors w/Power Heated Glass : Includes manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals.; Perimeter Alarm; Power Locks; Power Tailgate Lock; Power Front Seat Windows : Includes 1-touch up/down driver/passenger window.; Remote Keyless Entry. Deletes passenger-side lock cylinder. Includes upgraded door trim panel.	OPT	$841.00	$814.00
66D	Pickup Box Delete Rear Bumper Delete; Spare Wheel, Tire, Carrier & Jack Delete. Deletes tie-down hooks, tailgate and 7/4 pin connector. Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer. In addition, Ford urges manufacturers to follow the recommendations of the Ford Incomplete Vehicle Manual and the Ford Truck Body Builder's Layout Book (and applicable supplements).	OPT	-$575.00	-$556.00
86M	Medium Duty Battery - Dual 78 AH	OPT	$193.00	$187.00
	Trailer Brake Controller			

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• VEHICLE REPORT

2017 Ford F-250 F2A 4x2 SD Regular Cab 8' box 142" WB SRW 56" CA XL

SELECTED OPTIONS

Code	Description	Class	Invoice	Dlr Price
	OTHER OPTIONS (Continued)			
52B	*Verified to be compatible with select electric over hydraulic brakes. Includes smart trailer tow connector.*	OPT	$249.00	$241.00
872	*Rear View Camera & Prep Kit (Fleet) Includes loose camera, wiring bundle and electrochromic mirror with video display.*	OPT	$381.00	$369.00
43B	*Fixed Rear-Window w/Defrost*	OPT	$56.00	$54.00
924	*Privacy Glass*	OPT	$27.00	$26.00
585	*Radio: AM/FM Stereo/Single-CD/MP3 (LPO) (Fleet) Includes aux audio input jack and 4 speakers. REQUIRES Valid FIN Code.*	OPT	$253.00	$245.00
	INTERIOR COLORS FOR : PRIMARY W/XL (REG)			
AS	*Medium Earth Gray*	OPT	$0.00	$0.00
	EXTERIOR COLORS FOR : PRIMARY W/XL (REG)			
Code	Description	Class	Invoice	Dlr Price
Z1	*Oxford White*	OPT	$0.00	$0.00
OPTIONS TOTAL			**$1,697.00**	**$1,643.00**

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Prepared By:
Administrator
Your Dealership Name Here

• VEHICLE REPORT

2017 Ford F-250 F2A 4x2 SD Regular Cab 8' box 142" WB SRW 56" CA XL

PRICING SUMMARY

Price Component	Invoice	Dlr Price
Base Price	*$30,745.00*	*$29,769.00*
Total Options	*$1,697.00*	*$1,643.00*
Vehicle Subtotal	*$32,442.00*	*$31,412.00*
Advert/Adjustments	*$0.00*	*$0.00*
Destination Charge	*$1,295.00*	*$1,295.00*
TOTAL VEHICLE PRICE	*$33,737.00*	*$32,707.00*

Customer Signature / Date

Dealer Signature / Date

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• VEHICLE REPORT

2017 Ford F-250 F2A 4x2 SD Regular Cab 8' box 142" WB SRW 56" CA XL

WARRANTY INFORMATION

WARRANTY

Basic:
36 month/36,000 miles

Powertrain:
60 month/60,000 miles

Corrosion Perforation:
60 month/unlimited mileage

Roadside Assistance:
60 month/60,000 miles

60 month/unlimited mileage

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• VEHICLE REPORT

2017 Ford F-250 F2A 4x2 SD Regular Cab 8' box 142" WB SRW 56" CA XL

POWERTRAIN - BASIC SPECIFICATIONS

Engine

Engine Order Code	*996*
Engine Type	*regular unleaded V-8*
Displacement	*6.2L/ 379 CID*
SAE Net Horsepower @ RPM	*385 @ 5,750*
SAE Net Torque (lb ft) @ RPM	*430 @ 3,800*

Transmission

Transmission order code	*44S*
Transmission Type Description	*6-speed automatic*
Drive Train	*rear-wheel drive*

Mileage

City cruising range ()	
Hwy cruising range ()	

** Indicates equipment which is in addition to or replaces base model's standard equipment.*

POWERTRAIN - BASIC SPECIFICATIONS

SAE Net Torque (lb ft) @ RPM 430 @ 3,800

City cruising range ()

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• VEHICLE REPORT

2017 Ford F-250 F2A 4x2 SD Regular Cab 8' box 142" WB SRW 56" CA XL

POWERTRAIN - ADVANCED SPECIFICATIONS

Transmission

Gear Ratio (:1)	
First Gear Ratio (:1)	*4.17*
Second Gear Ratio (:1)	*2.34*
Third Gear Ratio (:1)	*1.52*
Fourth Gear Ratio (:1)	*1.14*
Fifth Gear Ratio (:1)	*0.87*
Sixth Gear Ratio (:1)	*0.69*
Reverse Ratio (:1)	*3.40*

Differential	**Front**	**Rear**
Axle Ratio (:1)		*3.73*

Electrical

Battery	
Battery cold cranking Amps @ 0 F	**750*
Alternator	
Alternator Amps	*157*

** Indicates equipment which is in addition to or replaces base model's standard equipment.*

• VEHICLE REPORT

2017 Ford F-250 F2A 4x2 SD Regular Cab 8' box 142" WB SRW 56" CA XL

PAYLOAD/TRAILERING SPECIFICATIONS

Weight Information	Front	Rear	TOTAL
Gross Axle Wt Rating (lbs.)	*3,950	*6,340	
Curb Weight (lbs.)	*3,329	*2,134	*5,463
As Spec'd Curb Weight (lbs.)	*3,329	*2,134	*5,463
As spec'd payload (lbs.)			*4,200
Gross Vehicle Wt Rating (lbs.)			*9,950
Gross Combined Wt Rating (lbs.)			19,500

Trailering	Max Trailer Wt.	Max Tongue Load
Dead Weight Hitch (lbs.)	13,300	
Weight Distributing Hitch (lbs.)	13,300	
Fifth Wheel Hitch (lbs.)	13,200	

** Indicates equipment which is in addition to or replaces base model's standard equipment.*

As Spec'd Curb Weight (lbs.) 3,329 2,134 5,463

Dead Weight Hitch (lbs.) 13,300

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• VEHICLE REPORT

2017 Ford F-250 F2A 4x2 SD Regular Cab 8' box 142" WB SRW 56" CA XL

CHASSIS SPECIFICATIONS

Suspension	Front	Rear
Spring		
Spring Type	*coil*	*leaf*
Axle		
Axle Type	*independent*	*rigid axle*

Brakes		
ABS System	*4-wheel*	

	Front	Rear
Disc	*yes*	*yes*
Rotor Diam (")	*14.290*	*14.290*

Tires	Front	Rear	Spare
Tire Order Code	*TBK*	*TBK*	
Tire Size	*LT245/75R17.0*	*LT245/75R17.0*	
Capacity	*E*	*E*	
Revolutions/Mile @ 45mph	*645*	*645*	

Wheels	Front	Rear	Spare
Wheel Size	*17 x 7.5*	*17 x 7.5*	
Wheel Type	*steel*	*steel*	

Steering		
Steering type	*hydraulic power-assist*	
Turning Radius		
Curb-to-Curb	*24.6*	

Fuel Tank	Main	Auxiliary

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• VEHICLE REPORT

2017 Ford F-250 F2A 4x2 SD Regular Cab 8' box 142" WB SRW 56" CA XL

CHASSIS SPECIFICATIONS

Capacity (gal.)	*34.0*

** Indicates equipment which is in addition to or replaces base model's standard equipment.*

Prepared By:

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• VEHICLE REPORT

2017 Ford F-250 F2A 4x2 SD Regular Cab 8' box 142" WB SRW 56" CA XL

DIMENSIONS

Exterior Dimensions

Wheelbase (")	*142.00*
Length, Overall w/o rear bumper (")	**231.80*
Width, Max w/o mirrors (")	**80.00*
Height, Overall (")	**77.90*
Cab to Axle (")	**56.10*
Ground to Top of Load Floor (")	*36.10*
Ground Clearance	
Minimum Ground Clearance (")	*8.50*

Interior Dimensions

Passenger Capacity	*3*	
Seating Position	*Front*	*Second*
Head Room (in)	*40.80*	
Leg Room (")	*43.90*	
Shoulder Room (")	*66.70*	
Hip Room (")	*62.50*	

** Indicates equipment which is in addition to or replaces base model's standard equipment.*

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WARRANTY CLAIM PROCEDURE (REQUIRED)

Submit this form with the BID, failure to do so is grounds for disqualification.

Please provide an explanation of the Warranty Claim Procedure for exchange, replacement and reimbursement of repair costs. You may use the space below to explain or you may attach a copy of written procedures to this packet. Any attachment must be clearly marked as "Warranty Claim Procedure" to be considered responsive.

TRUCK WARRANTY - USUALLY ANY FRANCHISED FORD DEALERSHIP - THEY HANDLE ALL WARRANTY CLAIMS

BODY WARRANTY - USUALLY AT ROYAL TRUCK BODY - CONTACT CAIT

BUY AMERICA CERTIFICATE

Complete and submit this form with BID/PROPOSAL for solicitations requiring
Steel, Iron and Manufactured Products and/or for Rolling Stock
Failure to do so is grounds for deeming the bid/proposal as non-responsive.

One (1) form required of each bidder/proposer

The Buy America requirement is set forth in 49 U.S.C Section 5323(j) Fixing America's Surface Transportation Act (FAST) and Section and 49 CFT 661, as amended, and by any guidance issued by Federal Transit Administration (FTA).

1. ☑ The bidder/proposer hereby certifies that it will comply with the requirements of Buy America and will ensure that the lower tier contractors and subcontractors will also comply with the requirements as referenced.

2. ☐ The bidder/proposer hereby certifies that it cannot comply with the requirements as referenced, but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFT 661.7. Explain below.

3. ☐ The bidder/proposer hereby certifies that submitted bid/proposal is $150,000 or less, no certification is necessary.

Company Name	Raceway Ford
Principal Office Address	5700 Sycamore Canyon Blvd
City, ST, Zip	Riverside, Ca. 92507
Title of Person Authorized to Bind Firm	Fleet Mgr
Print Name	Mike Lanier
Date Signed and Authorized Signature	6-6-17

(attach additional sheets as necessary to fully explain any exceptions)

Exceptions as referenced in check box number 2:

Revised 11/4/2016

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CURRENT CLIENT REFERENCES. MINIMUM OF FIVE (5) REQUIRED

Submit this form with the BID/Proposal, with valid contact information, failure to do so is grounds for disqualification.

Company	County of Los Angeles
Address	1100 N. Eastern Ave
City, ST, Zip	Los Angeles, Ca 90046
Phone Numbers/Email	323 267-2276
Contact Name/Title	Purchasing
Type of Engagement	Vehicle Sales
Company	City of Los Angeles
Address	555 Ramirez St
City, ST, Zip	Los Angeles Ca 90012
Phone Numbers/Email	213 485-4996
Contact Name/Title	Fleet Mgmt
Type of Engagement	Vehicle
Company	Imperial Irrigation Dist.
Address	Po Box 937
City, ST, Zip	Imperial, Ca 92251
Phone Numbers/Email	760 482-4214
Contact Name/Title	Purchasing
Type of Engagement	Vehicles
Company	City of Long Beach
Address	1800 E Wardlow Rd
City, ST, Zip	Long Beach, Ca 90807
Phone Numbers/Email	562 570-1261
Contact Name/Title	Purchasing
Type of Engagement	Vehicle
Company	County of Orange
Address	6477 Civic Center Dr
City, ST, Zip	Santa Ana, Ca 92667
Phone Numbers/Email	714 647-1640
Contact Name/Title	Purchasing
Type of Engagement	Vehicle

Bidder's/Proposer's Company Name	Ruckman Ford
Legal Structure (corp./partner/proprietor)	Corp.
Principle Office Address	5705 Sycamore Cyn Blvd
City, ST, Zip	Riverside, Ca. 92507
Phone Number and E-Mail	951 317-2101 MLSoden@ecstruck.net
Federal Employer Identification Number	33-0343392
Title of Person Authorized to Sign	Fleet Mgr
Print Name of Person Authorized to Sign	Mike Soden
Date Signed and Authorized Signature	6-6-17

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NOT ON EXCLUDED PARTIES LIST SYSTEM (REQUIRED)

Submit this form with the BID, failure to do so is grounds for disqualification.

The Bidder certifies that it is NOT on the Excluded Parties List System of ineligible firms for federally financed and assisted construction, materials, equipment contracts or services.

Bidder's Company Name	Raceway Ford
Legal Structure (corp./partner/proprietor)	Corp
Principle Office Address	5900 Sycamore Cyn Blvd
City, ST, Zip	Riverside, Ca 92507
Phone Number	(951) 317-2101
Fax Number	(951) 248 6495
E-Mail	mlaander@eastmail.net
Federal Employer Identification Number	33-0343392
Title of Person Authorized to Sign	Fleet Mgr
Print Name of Person Authorized to Sign	Mike Laander
Date Signed and Authorized Signature	6-5-17

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DECLARATION OF NON-COLLUSION (REQUIRED)

Submit this form with the BID, failure to do so is grounds for disqualification.

I hereby declare (or affirm) under penalty of perjury that:

1. I am the bidder (if the bidder is an individual), a partner in the bid (if the bidder is a partnership), or an officer or employee of the bidding corporation and have authority to sign on its behalf (if the bidder is a corporation);
2. The bidder has independently produced the attached bid(s) without collusion, agreement, understanding or planned common course of action, with any other source, that would limit independent bidding competition;
3. The contents of the bid(s) have not been communicated by the bidder and or its employees and or agents to any person not an employee and or agent of the bidder and or its surety, on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid, and
4. I have fully informed myself regarding the accuracy of the statements made in this declaration.

Bidder's Company Name: Racamy Ford

(corp./partnership/sole proprietor): Corp

Principle Office Address: 5700 Sycamore Cyn Blvd

City, ST, Zip: Riverside Ca 92507

Phone Number: 951 217-2401

Fax Number: 951 - 248-6491

E-mail Number: mcadden@estrumotive.net

Federal Employer I.D. Number: 33-0343392

Title of Person Authorized to Sign: Fleet Mgr

Print Name Authorized to Sign: Mike Cadden

Authorized Signature:

Date Signed: 6-6-17

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DEBARMENT, SUSPENSION, & OTHER RESPONSIBILITY MATTERS
(REQUIRED >$25,000)

Submit this form with BID, failure to do so is grounds for disqualification.

One (1) form required of each bidder and subcontractor having greater than a $25,000 share of the bid. U.S. Code, Title 31, § 6101 note and U.S. DOT regulations on "Debarment and Suspension," 49 C.F.R. Part 29.

The Participant (the bidder and potential contractor or potential subcontractor for a third party contract) certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

An explanation must be attached to this certification regarding any exception(s).

The Primary Participant certifies that it has authority under State and local laws to comply with the subject assurances, the truthfulness and accuracy of the contents of this certification, any attached explanation submitted herewith, understands the applicability of 31 U.S.C. Sections 3801 *Et. Seq.* and that this certification has been legally made.

Bidder's Company Name	Raceway Ford
Legal Structure (corp./partner/proprietor)	Corp
Select One	☒ Prime or ☐ Subcontractor (submit after award)
Principle Office Address	5900 Sycamore Cyn Blvd
City, ST, Zip	Riverside, Ca. 92507
Phone Number	(951) 317-2101
Fax Number	(951) 248-6495
E-Mail	MLaden@esdn.com
Federal Employer Identification Number	33-0343392
Title of Person Authorized to Sign	Fleet Mgr
Print Name of Person Authorized to Sign	Mike Laden
Date Signed and Authorized Signature	6.6.17

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LIST OF SUBCONTRACTORS AND *DBES* (REQUIRED >½ OF 1% SHARE OF BID)

Submit this form with the BID/Proposal, failure to do so is grounds for disqualification.

One (1) form required of each bidder and proposed subcontractor having greater than ½ of 1% share of the bid. Government Code § 4100 on, "Subletting and Subcontract Fair Practices Act".

Company: Royal Truck Body
Address: 24200 So Main St.
City, ST, Zip: Carson, Ca. 90745
Phone Numbers/Email: 800 834-7692
Contact Name/Title: Mark Sal Poco - Gov. Sales Mgr
Type of Engagement: Rental of Equipment
Type of work to be performed: Mfr Truck Eq-pt
Dollar value of participation: 182,726.52 DBE qualified? Yes ☐ No ☒

Company:
Address:
City, ST, Zip:
Phone Number:
Contact Name/Title:
Type of Engagement:
Type of work to be performed:
Dollar value of participation: DBE qualified? Yes ☐ No ☐

Company:
Address:
City, ST, Zip:
Phone Number:
Contact Name/Title:
Type of Engagement:
Type of work to be performed:
Dollar value of participation: DBE qualified? Yes ☐ No ☐

Total DBE participation	Dollars	% of Total Contract

Bidder's/Proposer's Company Name: Rasmussen Corp
Legal Structure (corp./partner/proprietor): Corp
Principle Office Address: 5900 Sycamore Cyn Blvd
City, ST, Zip: Riverside, Ca 92507
Phone Number and E-Mail: (951) 317-2161 mlsanchez@rasmussenmail.com
Federal Employer Identification Number: 33-0343392
Title of Person Authorized to Sign: Asst Mgr
Print Name of Person Authorized to Sign: Mario Lopez
Date Signed and Authorized Signature: 6-6-17

DUPLICATE THIS FORM AS NECESSARY TO COMPLETE LIST (SIGN LAST ONE)

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PROPOSED DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

This form must be submitted with the BID, to have it considered during BID evaluation. The bidder intends to utilize the following DBE contractors on this project. Signature of participating DBE is confirmation of willingness to participate on this project.

Company _____
Address _____
City, ST, zip _____
Phone Number _____
Fax Number _____
Contact Name _____
Type of work to be performed _____
Dollar value of participation _____
Signature of participating DBE

Company _____
Address _____
City, ST, zip _____
Phone Number _____
Fax Number _____
Contact Name _____
Type of work to be performed _____
Dollar value of participation _____
Signature of participating DBE

Company _____
Address _____
City, ST, zip _____
Phone Number _____
Fax Number _____
Contact Name _____
Type of work to be performed _____
Dollar value of participation _____
Signature of participating DBE

Company _____
Address _____
City, ST, zip _____
Phone Number _____
Fax Number _____
Contact Name _____
Type of work to be performed _____
Dollar value of participation _____
Signature of participating DBE

(DUPLICATE THIS FORM AS REQUIRED)

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RESTRICTIONS ON LOBBYING (REQUIRED >$100,000)

Submit this form before final contract award, failure to do so is grounds for disqualification.

One form required of bidder and subcontractor having greater than a $100,000 share of the bid. 31 U.S.C., § 1352 and U.S. DOT regulations on "New Restrictions on Lobbying," 49 C.F.R. Part 20.

Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operation Service Contract/Turnkey contracts.

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all tiers shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, as signed below, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Bidder's Company Name	Pacific Ford
Legal Structure (corp./partner/proprietor)	Corp
Select One	☒ Prime or ☐ Subcontractor (submit after award)
Principle Office Address	5900 Sycamore Canyon Blvd
City, ST, Zip	Riverside, CA 92507
Phone Number	(951) 717-2101
Fax Number	(951) 248-6491
E-Mail	MLander@Envisionlk.net
Federal Employer Identification Number	33-0343392
Title of Person Authorized to Sign	Fleet Mgr
Print Name of Person Authorized to Sign	Mike Lander
Date Signed and Authorized Signature	6-6-17

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CONTRACT AGREEMENT

between

CONTRACTOR Hydraulic Electric Component Supply, Inc. 9316 Wheatlands Road, Bldg A&B Santee, CA 92071 (hereinafter "CONTRACTOR") Telephone: 619-258-7377 Email: sales@hecsbusparts.com	**CONTRACT DOCUMENTS** **CONTRACT NO. MNT18-06A** **BUS FILTERS**
And	Contract Amount: $2,750
Omnitrans 1700 West Fifth Street San Bernardino, CA 92411 (hereinafter "OMNITRANS")	Omnitrans Project Manager: Name: Rick Barone Title: Materials Manager Telephone: (909) 379-7204 Email: rick.barone@omnitrans.org Contract Administrator: Name: Christine Van Matre Title: Contract Administrator Telephone: (909) 379-7122 Email: christine.vanmatre@omnitrans.org



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ATTACHMENT A – SCOPE OF WORK

ATTACHMENT B – REGULATORY REQUIREMENTS

ATTACHMENT C – PRICING

ATTACHMENT D - FORMS

This Agreement is made and entered into as of this ___ day of _____, and between Omnitrans (hereinafter referred to as "OMNITRANS") and Hydraulic Electric Component Supply, Inc. (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, OMNITRANS is a joint powers authority organized under Section 6500 et seq. of the California Government Code with power to contract for services described in Attachment A to this Agreement entitled "Attachment A, Scope of Work" (hereinafter referred to as "Work");

WHEREAS, CONTRACTOR has indicated it is qualified to perform such services and (1) has reviewed all the available data furnished by OMNITRANS pertinent to the Work to be rendered; (2) has inspected and reviewed the Work to be rendered; (3) will exercise the ordinary care and skill expected of a practitioner in its profession; and (4) is willing to accept responsibility of performing the Work set forth in this Agreement for the compensation and in accordance with the terms, requirements and conditions herein specified;

NOW, THEREFORE, for the consideration hereinafter stated, the parties agree as follows:

1. SCOPE OF WORK

A. CONTRACTOR will perform the Work and related tasks as described in Attachment A, Scope of Work hereto and is incorporated by reference into and made a part of this Agreement.

B. This is a non-exclusive Agreement, whereby OMNITRANS may, at its sole discretion, augment or supplant the Work with its own forces or forces of another contractor or entity. CONTRACTOR will cooperate fully with OMNITRANS' staff or other contractor or entity that may be providing similar or the same Work for OMNITRANS.

2. PERIOD OF PERFORMANCE

The term of this Agreement shall be from the date of execution of this Agreement and continue in effect through _____, unless terminated as specified in Section 10 and 11 of this Agreement. Omnitrans has no obligation to purchase any specified amount of products/services. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

Omnitrans' election to extend the Agreement beyond the Initial Term shall not diminish its right to terminate the Agreement for Omnitrans' convenience or CONTRACTORS default as provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period extended from through _____, which period encompasses the Initial Term and the Option Year One and Option Year Two.

3. CONTRACT OPTIONS

A. Omnitrans will have the unilateral right in the contract by which, for a specified time, Omnitrans may elect to purchase additional services called for by the contract, or may elect to extend the term of the contract. The requirements below apply:

1) Any options that were requested by Omnitrans and/or contained in the Contractor's PROPOSAL or offer must have been evaluated in making the contract award prior to exercising any such options.

2) Since Contractor's proposed pricing for the option years and additional services are considered in evaluating the Contractor's original proposal and form the basis for awarding the contract, Contractor shall be bound by the proposal pricing for additional services and/or option years, unless otherwise provided herein.

B. Omnitrans will provide a minimum of thirty days (30) written notice to the Contractor of Omnitrans' exercise of its option to extend the contract years. Omnitrans may give notice of its exercise of the option for additional services at any time during the term of the contract. The minimum time for the written notice may be waived by mutual agreement.

4. COMPENSATION

A. For CONTRACTOR's full and complete performance of its obligations under this Agreement, OMNITRANS shall pay CONTRACTOR on a FIXED PRICE basis at the fully burdened fixed rates shown in Attachment C, and subject to the maximum cumulative payment obligation.

B. OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed Two Thousand Seven Hundred Fifty Dollars ($2,750), including all amounts payable to CONTRACTOR for all costs, including but not limited to direct labor, other direct costs, subcontracts, indirect costs including, but not limited to, leases, materials, taxes, insurance, and profit.

C. If during the course of the contract Omnitrans requires different parts other than those covered by this contract, pricing for such parts will be negotiated separately.

D. Contractor shall hold pricing firm for the duration of the three year base contract term. On an annual basis thereafter, Contractor may submit a request for a price adjustment based on Consumer Price Index and must provide justification with the request.

5. INVOICING AND PAYMENT

A. CONTRACTOR shall invoice OMNITRANS on a monthly basis no later than the 15th of each month. CONTRACTOR shall furnish information as may be requested by OMNITRANS to substantiate the validity of an invoice.

CONTRACTOR shall submit invoices in duplicate to:

OMNITRANS
1700 West Fifth Street
San Bernardino, CA 92411
Attn: Accounts Payable

Accountspayable@omnitrans.org

Contracts@omnitrans.org

A separate invoice shall be used for each shipment. Each invoice shall include, at minimum, the following information:

- Contract number
- Invoice number
- Description of delivery
- Delivery Date
- Total quantity delivered
- Information as requested by OMNITRANS

B. OMNITRANS shall remit payment within thirty (30) calendar days of approval of the invoices by OMNITRANS' Project Manager.

In the event OMNITRANS should overpay CONTRACTOR, such overpayment shall not be construed as a waiver of OMNITRANS' right to obtain reimbursement for the overpayment. Upon discovering any overpayment, either on its own or upon notice of OMNITRANS, CONTRACTOR shall immediately reimburse OMNITRANS the entire overpayment or, at its sole discretion, OMNITRANS may deduct such overpayment amount from monies due to CONTRACTOR under this Agreement or any other Agreement between OMNITRANS and CONTRACTOR.

C. TITLE

a. Title shall pass to Omnitrans at the time of payment.

b. The title transferred as above shall in each case be good, and free and clear from any and all security interests, liens, and/or other encumbrances.

c. The transfer of title as specified above shall not imply Acceptance by Omnitrans, nor relieve the Contractor from the responsibility for strict compliance with the Contract, including warranty as specified in the Article entitled Warranty of Work, and for any loss of or damage to the Work.

d. The Contractor at its own expense shall promptly execute, acknowledge, and deliver to the Omnitrans proper bills of sale or other written instruments of title in a form as required by Omnitrans; said instruments shall convey to the Omnitrans' title free and clear of debts, claims, liens, mortgages, taxes, and/or encumbrances.

e. Contractor shall have title to and bear the risk of any loss of or damage to Work purchased hereunder until they are delivered, unloaded, and received by Omnitrans at the FOB Destination specified herein. Contractor's responsibility for loss or damage except for loss or damage resulting from Contractor's negligence, shall cease when title passes to Omnitrans.

6. AUDIT AND INSPECTION OF RECORDS

CONTRACTOR agrees that OMNITRANS or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, employment records or other records relating to this Agreement. Such material, including all pertinent cost, accounting, financial records, and proprietary data must be kept and maintained by CONTRACTOR for a period of three (3) years after completion of this Agreement unless OMNITRANS' written permission is given to CONTRACTOR to dispose of material prior to this time.

7. NOTIFICATION

All notices hereunder concerning this Agreement and the Work to be performed shall be physically transmitted by courier, overnight, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To OMNITRANS:	To CONTRACTOR:
Omnitrans 1700 West Fifth Street San Bernardino, CA 92411 Attn: Christine Van Matre Contract Administrator	Hydraulic Electric Component Supply, Inc. 9316 Wheatlands Rd Bldg A&B Santee, CA 92071 Attn: John W. Eckart, CEO

8. OMNITRANS' AND CONTRACTOR'S REPRESENTATIVES

A. OMNITRANS' Project Manager

Contracting Officer: OMNITRANS' CEO/General Manager or his authorized designee who has authority to execute contracts on behalf of OMNITRANS.

Project Manager: Rick Barone, Materials Manager.

a. Except as expressly specified in this Agreement, the Contracting Officer may exercise any powers, rights and/or privileges that have been lawfully delegated by OMNITRANS. Nothing in this Agreement should be construed to bind OMNITRANS for acts of its officers, employees, and/or agents that exceed the delegation of authority specified herein.

b. The Contracting Officer has delegated to the Project Manager certain powers and duties in connection with this Agreement. The Project Manager is the authorized representative of the Contracting Officer for matters related to this Agreement. The Project Manager or his/her designee is empowered to:

1. Have general oversight of the Work and this Agreement, including the power to enforce compliance with this Agreement.

2. Reserve the right to remove any portion of the Work from CONTRACTOR which have not been performed to OMNITRANS' satisfaction.

3. Subject to the review and acceptance by OMNITRANS, negotiate with CONTRACTOR all adjustments pertaining to this Agreement for revision.

c. In addition to the foregoing, the Project Manager shall have those rights and powers expressly set forth in other sections of this Agreement.

B. **Contractor's Key Personnel**

The following are CONTRACTOR's key personnel and their associated roles in the Work to be provided:

Name	Role
Chris Skrzypek	Assembler
Gary Baoyle	COO / Quality Assurance
Robert Ortega	Shipping

Any propose/substitution or replacement by Contractor of Contractor's key personnel shall ensure that such person possesses the same or better expertise and experience than the key personnel being substituted or replaced. Omnitrans reserves the right to interview such person to ascertain and verify if such proposed substitution or replacement does in deed possess such expertise and experience.

OMNITRANS awarded this Agreement to CONTRACTOR based on OMNITRANS' confidence and reliance on the expertise of CONTRACTOR's key personnel described above. CONTRACTOR shall not reassign key personnel or assign other personnel to key personnel roles until CONTRACTOR obtains prior written approval from OMNITRANS.

9. DISPUTE RESOLUTION

Any disputes between the successful CONTRACTOR and OMNITRANS relating to the implementation or administration of the Contract shall be resolved in accordance with this section.

A. The parties shall first attempt to resolve the dispute informally in meetings or communications between proposer and OMNITRANS.

B. If the dispute remains unresolved fifteen (15) days after it first arises, proposer may request that Omnitrans' CEO/General Manager issue a recommended decision on the matter in dispute. Omnitrans' CEO/General Manager shall issue the recommended decision in writing and provide a copy to proposer.

C. If the dispute remains unresolved after review by Omnitrans' CEO/General Manager, either party may seek judicial resolution of the dispute in an appropriate Court of the State of California.

D. Pending final resolution of a dispute under this section, proposer shall proceed diligently with performance in accordance with the Contract and Omnitrans' CEO/General Manager's recommended decision.

10. TERMINATION FOR CONVENIENCE

OMNITRANS may terminate this Agreement in whole or in part for OMNITRANS' convenience. Omnitrans' CEO/General Manager shall terminate this Agreement by a written Notice of Termination to CONTRACTOR specifying the nature, extent, and effective date of the termination. Upon receipt of the notice of termination, CONTRACTOR shall immediately discontinue all Work affected and deliver all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process, to Omnitrans' CEO/General Manager. OMNITRANS shall make an equitable adjustment in the Agreement for Work already performed, but shall not allow anticipated profit on unperformed services. Force Majeure shall apply.

11. TERMINATION FOR BREACH OF AGREEMENT

A. If CONTRACTOR fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger timely performance of this Agreement, OMNITRANS may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to OMNITRANS within the time permitted by OMNITRANS, then OMNITRANS may terminate this Agreement due to CONTRACTOR's breach of this Agreement.

B. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then OMNITRANS may immediately terminate this Agreement.

C. If CONTRACTOR violates Section 28, Compliance with Lobbying Policies, of this Agreement, then OMNITRANS may immediately terminate this Agreement.

D. In the event OMNITRANS terminates this Agreement as provided in this Section, OMNITRANS may procure, upon such terms and in such manner as OMNITRANS may deem appropriate, Work similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to OMNITRANS for all of its costs and damages, including, but not limited, any excess costs for such Work.

E. All finished or unfinished documents and materials produced or procured under this Agreement shall become OMNITRANS' property upon date of such termination.

F. If, after notice of termination of this Agreement under the provisions of this Section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 10, Termination for Convenience.

G. The rights and remedies of OMNITRANS provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

12. ASSIGNMENT

This Agreement, any interest herein or claim hereunder, may not be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONTRACTOR, without the prior written consent of OMNITRANS. Consent by OMNITRANS shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

13. SUBCONTRACTING

OMNITRANS hereby consents to CONTRACTOR's subcontracting of portions of the Work to the parties identified below for the functions described in CONTRACTOR's proposal. CONTRACTOR shall include in each subcontract agreement the stipulation that CONTRACTOR, not OMNITRANS, is solely responsible for payment to the subcontractor for all amounts owing and that the subcontractor shall have no claim, and shall take no action against OMNITRANS, Member Agencies or officers, directors, employees or sureties thereof for nonpayment by CONTRACTOR.

CONTRACTOR shall not, without the express written consent of Omnitrans, either:

a. Substitute any person, firm, or corporation as subcontractor in place of the subcontractors identified below; or

b. Permit any subcontract to be assigned or transferred; or

c. Allow work to be performed by anyone other than the original subcontractor listed below.

Subcontractor's Name and Address	Work to Be Performed
N/A	

14. INDEPENDENT CONTRACTOR

CONTRACTOR's relationship to OMNITRANS in the performance of this Agreement is that of an independent Contractor. CONTRACTOR's personnel performing Work under this Agreement shall at all times be under CONTRACTOR's exclusive direction and control and shall be employees of CONTRACTOR and not employees of OMNITRANS. CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

15. INSURANCE

A. INSURANCE REQUIREMENTS

1) **General Requirements for Contractor**

a. Without limiting or diminishing the Contractor's obligation to indemnify or hold Omnitrans harmless, Contractor shall procure, prior to commencement of the services required under this contract and maintain for the duration of the contract at its own expense, insurance of the kinds and in the amounts as indicated below;

b. Provide Omnitrans with valid original certificates of insurance and endorsements showing Omnitrans as an additional insured.

2) **Deductibles or Self-Insured Retention (SIR)**

SIR must be declared to and approved by Omnitrans. At the option of Omnitrans, either: the insurer shall reduce or eliminate such deductibles or SIR or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

3) **Other Insurance Provisions**

a. Commercial General Liability and Automobile Liability

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and

completed operations liability, personal and advertising injury covering claims which may arise from or out of Contractor's performance of its obligations hereunder and if Contractor's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used. Policy shall name Omnitrans, its officers, officials, employees, agents and volunteers as additional insured as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations of the scope of protection afforded Omnitrans, its officers, officials, employees, agents, and volunteers.

1. For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects Omnitrans, its officers, officials, employees, agents, and volunteers. Any insurance and/or deductibles and/or self-insured retentions or self-insured programs maintained by Omnitrans, its officers, officials, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not be construed as contributory.
2. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Omnitrans.

b. Workers' Compensation

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of Omnitrans and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

c. Care, Custody, and Control

Contractor shall insure any Omnitrans property while under its Care, Custody, and Control according to the requirements listed in the insurance coverage required.

4) **Acceptability of Insurers**

Insurance companies shall be State of California admitted or approved and have a current **A.M. Best's** rating of no less than **A:VIII.**

5) **Verification of Coverage**

a. Contractor shall furnish Omnitrans with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All insurance certificates and endorsements are to be received and approved by Omnitrans before work commences.

b. As an alternative, Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

c. In lieu of purchasing insurance and providing original endorsements and or certificates of insurance, the Contractor may provide proof of self-insurance; such proof must be to the satisfaction of Omnitrans.

6) **Subcontractors**

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

7) **Notification of Terminated Insurance**

Insurance shall not be terminated or expire without thirty (30) days written notice, and are required to be maintained in force until completion of the contract.

B. **MINIMUM INSURANCE COVERAGE**

If the Contractor maintains broader coverage and/or higher limits than the minimum requirements shown below, Omnitrans requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

1) ☒ **Commercial General Liability including Products/Completed Operations:** $1,000,000; per occurrence for bodily and property

damage liability and $2,000,000 aggregate; *Omnitrans named and endorsed as an Additional Insured.*

2) ☒ **Automobile Liability:** $1,000,000; per occurrence for bodily and property damage liability and aggregate; *Omnitrans named and endorsed as an Additional Insured.*

3) ☐ **Errors and Omissions Liability:** $1,000,000; combined single limit bodily and property damage liability per occurrence and $ 3,000,000 aggregate or,

4) ☐ **Professional Liability:** $1,000,000; per occurrence and aggregate.

5) ☒ **Workers' Compensation:** statutory limits or,

6) ☐ **Self Insurance Program:** a State Approved program in an amount and form that meets all applicable requirements of the Labor Code of the State of California.

7) ☒ **Employer's Liability**: $1,000,000; per occurrence.

8) ☐ **Environmental Liability:** $1,000,000; per occurrence and aggregate; *Omnitrans named and endorsed as an Additional Insured.*

9) ☐ **Umbrella Policy:** $4,000,000; per occurrence and aggregate Additional coverage for the above policies, *Omnitrans Additional Insured.*

10) ☐ All drivers making deliveries of products specified on this solicitation shall have Hazardous Materials Endorsements on their Commercial Driver's License, and such other Endorsements as may be required by relevant laws and/or regulations.

16. INDEMNITY

CONTRACTOR shall indemnify, defend and hold harmless OMNITRANS, and its member agencies, and their officers, directors, employees and agents from and against any and all liability, expense (including, but not limited to, defense costs and attorneys' fees), claims, causes of action, and lawsuits for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage (including property of CONTRACTOR) arising from or connected with any alleged act and/or omission of CONTRACTOR, its officers, directors, employees, agents, Subcontractors or suppliers. This indemnity shall survive termination or expiration of this Agreement and/or final payment thereunder.

17. REVISIONS IN SCOPE OF WORK

By written notice or order, OMNITRANS may, from time to time, order work suspension or make changes to this Agreement. Changes in the Work shall be

mutually agreed to and incorporated into an amendment to this Agreement. Upon execution of an amendment, CONTRACTOR shall perform the Work, as amended.

18. RIGHTS IN TECHNICAL DATA

A. No material or technical data prepared by CONTRACTOR under this Agreement is to be released by CONTRACTOR to any other person or entity except as necessary for the performance of the Work. All press releases or information concerning the Work that might appear in any publication or dissemination, including but not limited to, newspapers, magazines, and electronic media, shall first be authorized in writing by OMNITRANS.

B. The originals of all letters, documents, reports and other products and data produced under this Agreement shall become the property of OMNITRANS without restriction or limitation on their use and shall be made available upon request to OMNITRANS at any time. Original copies of such shall be delivered to OMNITRANS upon completion of the Work or termination of the Work. CONTRACTOR shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the prior written approval of OMNITRANS. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

19. OWNERSHIP OF REPORTS AND DOCUMENTS

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

20. OWNERSHIP RIGHTS

A. In the event OMNITRANS rightfully obtains copies of Proprietary Data under the terms of the separate License Agreement and Escrow Agreement that govern rights in Documentation, Software and Intellectual Property created and/or developed by Contractor, its Third Party Software Contractors and its Suppliers as part of the Project, any derivative works and associated documentation created by or on behalf of OMNITRANS by Permitted Programmers (as defined in the License Agreement) shall be the sole and exclusive property of OMNITRANS (collectively, "OMNITRANS Intellectual Property"), and OMNITRANS may use, disclose and exercise dominion and full rights of ownership, in any manner in

OMNITRANS Intellectual Property in connection with the use, operation and maintenance of a transportation system administered by OMNITRANS. No use of OMNITRANS Intellectual Property shall be made for any purpose other than in conjunction with a transportation system administered by CONTRACTOR, and OMNITRANS shall not sell, lease, rent, give away or otherwise disclose any OMNITRANS Intellectual Property to any outside third party other than Permitted Programmers. To the extent there may be any question of rights of ownership or use in any OMNITRANS Intellectual Property, Contractor shall require all of its subcontractors and suppliers (including without limitation its Third Party Software Contractors) to assign to OMNITRANS, all worldwide right, title and interest in and to all OMNITRANS Intellectual Property in a manner consistent with the foregoing terms of this paragraph. Contractor shall execute any documents as OMNITRANS may from time to time reasonably request to effectuate the terms of this paragraph.

B. All documentation and Software which predates this Contract and which otherwise owned by Contractor or its Third Party Software Contractors, and all Documentation and Software which is created by Contractor or its Third Party Software Contractors shall be Licensed Software or Licensed Documentation, as appropriate. All Licensed Software and Licensed Documentation shall be governed by the License Agreement by and between the parties of event date herewith.

21. WORK FOR HIRE

Any work created or produced as a part of this Agreement that may be defined under Section 101, Title 17, USC will be considered "work for hire" as it pertains to ownership rights. CONTRACTOR, by his/her endorsement hereon agrees that all rights to any work(s) created or produced are waived, and that ownership rests with OMNITRANS. CONTRACTOR further agrees to ensure transfer of all rights to such work(s), as defined under federal copyright law, that may be created or produced under this Agreement by its suppliers, contractors or subcontractors.

22. SUBMITTAL OF CLAIMS BY CONTRACTOR

CONTRACTOR shall file any and all claims with OMNITRANS' Project Manager in writing within thirty (30) days of the event or occurrence giving rise to the claim. The claim shall be in sufficient detail to enable OMNITRANS to ascertain the claim's basis and amount, and shall describe the date, place and other pertinent circumstances of the event or occurrence giving rise to the claim and the indebtedness, obligation, injury, loss or damages allegedly incurred by CONTRACTOR.

Even though a claim may be filed and/or in review by OMNITRANS, CONTRACTOR shall continue to perform in accordance with this Agreement.

23. EQUAL OPPORTUNITY

CONTRACTOR shall not discriminate against, or grant preferential treatment to, any individual or group, or any employee or applicant for employment because of race, age, religion, color, ethnicity, sex, national origin, ancestry, physical disability, mental disability, political affiliation, sexual orientation, marital status or other status protected by law. CONTRACTOR shall take action to ensure that applicants and employees are treated without regard to the above.

24. STANDARD OF PERFORMANCE

A. CONTRACTOR shall perform and exercise, and require its subcontractors to perform and exercise due professional care and competence in the performance of the Work in accordance with the requirements of this Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, completeness and coordination of the Work, it being understood that OMNITRANS will be relying upon such professional quality, accuracy, completeness and coordination in utilizing the Work. The foregoing obligations and standards shall constitute the "Standard of Performance" for purposes of this Agreement. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

B. All workers shall have sufficient skill and experience to perform the Work assigned to them. OMNITRANS shall have the right, at its sole discretion, to require the immediate removal of CONTRACTOR's personnel at any level assigned to the performance of the Work at no additional fee or cost to OMNITRANS, if OMNITRANS considers such removal in its best interests and requests such removal in writing and such request is not done for illegal reasons. Further, an employee who is removed from performing Work under this Agreement under this Article shall not be re-assigned to perform Work in any other capacity under this Agreement without OMNITRANS' prior written approval.

25. NOTIFICATION OF EMPLOYMENT OF OMNITRANS BOARD MEMBERS/ALTERNATES AND EMPLOYEES

To ensure compliance with OMNITRANS' Ethics Policy, CONTRACTOR shall provide written notice to OMNITRANS disclosing the identity of any individual who CONTRACTOR desires to employ or retain under a contract, and who (1) presently serves as a Board Member/Alternate or an employee of OMNITRANS, or (2) served as a Board Member/Alternate or an employee of OMNITRANS within the previous 12 months of the date of the proposed employment or retention by CONTRACTOR. CONTRACTOR's written notice shall indicate whether the individual will be an officer, principal or shareholder of the entity and/or will participate in the performance of this Agreement.

26. DISQUALIFYING POLITICAL CONTRIBUTIONS

In the event of a proposed amendment to this Agreement, CONTRACTOR shall provide prior to the execution of such amendment, a written statement disclosing any contribution(s) of $250 or more made by CONTRACTOR or its subcontractor(s) to Omnitrans Board Members/Alternates or employees within the preceding twelve (12) months of the date of the proposed amendment. Applicable contributions include those made by any agent/person/entity on behalf of CONTRACTOR or subcontractor(s).

27. COMPLIANCE WITH LAW

A. CONTRACTOR shall familiarize itself with and perform the Work required under this Agreement in conformity with requirements and standards of OMNITRANS, municipal and public agencies, public and private utilities, special districts, and railroad agencies whose facilities and work may be affected by Work under this Agreement. CONTRACTOR shall also comply with all Federal, state and local laws and ordinances.

B. Government regulations that directly affect the CONTRACTOR'S performance of this contract and unforeseen impacts, which neither party could have contemplated at the onset of the contract and have an unconscionable impact on the CONTRACTOR may be given special pricing consideration. The parties, in good faith, shall review established rates and may adopt any mutually agreed new rates, which shall only be effective as agreed upon by the parties. Thorough documentation including all cost elements is required to support the Contractor's claim to any relief under this clause.

28. COMPLIANCE WITH LOBBYING POLICIES

A. CONTRACTOR agrees that if it is a Lobbyist Employer or if it has retained a Lobbying Firm or Lobbyist, as such terms are defined by OMNITRANS in its Ethics Policy, it shall comply or ensure that its Lobbying Firm and Lobbyist complies with OMNITRANS' Ethics Policy.

B. If CONTRACTOR (Lobbyist Employer) or its Lobbying Firm or Lobbyist fails to comply, in whole or in part, with OMNITRANS' Ethics Policy, such failure shall be considered a material breach of this Agreement and OMNITRANS shall have the right to immediately terminate or suspend this Agreement.

29. PUBLIC RECORDS ACT

A. All records, documents, drawings, plans, specifications and other material relating to conduct of OMNITRANS' business, including materials submitted by CONTRACTOR in its proposal and during the course of performing the Work under this Agreement, shall become the exclusive

property of OMNITRANS and may be deemed public records. Said materials may be subject to the provisions of the California Public Records Act. OMNITRANS' use and disclosure of its records are governed by this Act.

B. OMNITRANS will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of trade secret, confidential or proprietary. OMNITRANS will accept materials clearly and prominently labeled "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY" as determined by CONTRACTOR. OMNITRANS will endeavor to notify CONTRACTOR of any request of the disclosure of such materials. Under no circumstances, however, will OMNITRANS be liable or responsible for the disclosure of any labeled materials whether the disclosure is required by law or a court order or occurs through inadvertence, mistake or negligence on the part of OMNITRANS or its officers, employees and/or contractors.

C. In the event of litigation concerning the disclosure of any material submitted by CONTRACTOR, OMNITRANS' sole involvement will be as a stake holder, retaining the material until otherwise ordered by a court. CONTRACTOR, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the materials, and shall defend, indemnify and hold OMNITRANS harmless from all costs and expenses, including attorneys' fees, in connection with such action.

30. WAIVER/INVALIDITY

No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of the provision, or of any other breach of the provision of the Agreement. Failure of either party to enforce any provision of this Agreement at any time shall not be construed as a waiver of that provision.

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

31. FORCE MAJEURE

Performance of each and all CONTRACTOR's and OMNITRANS' covenants herein shall be subject to such delays as may occur without CONTRACTOR's or OMNITRANS' fault from acts of God, strikes, riots, or from other similar causes beyond CONTRACTOR's or OMNITRANS' control.

32. CONFIDENTIALITY

CONTRACTOR agrees that for and during the entire term of this Agreement, any information, data, figures, records, findings and the like received or generated by CONTRACTOR in the performance of this Agreement, shall be considered and

kept as the private and privileged records of OMNITRANS and will not be divulged to any person, firm, corporation, or other entity except on the direct prior written authorization of OMNITRANS. Further, upon expiration or termination of this Agreement for any reason, CONTRACTOR agrees that it will continue to treat as private and privileged any information, data, figures, records, findings and the like, and will not release any such information to any person, firm, corporation or other entity, either by statement, deposition, or as a witness, except upon direct prior written authority of OMNITRANS.

33. CONTRACTOR'S INTERACTION WITH THE MEDIA AND THE PUBLIC

A. OMNITRANS shall review and approve in writing all OMNITRANS related copy proposed to be used by CONTRACTOR for advertising or public relations purposes prior to publication. CONTRACTOR shall not allow OMNITRANS related copy to be published in its advertisements and public relations programs prior to receiving such approval. CONTRACTOR shall ensure that all published information is factual and that it does not in any way imply that OMNITRANS endorses CONTRACTOR's firm, service, and/or product.

B. CONTRACTOR shall refer all inquiries from the news media to OMNITRANS, and shall comply with the procedures of OMNITRANS' Public Affairs staff regarding statements to the media relating to this Agreement or the Work.

C. If CONTRACTOR receives a complaint from a citizen or the community, CONTRACTOR shall inform OMNITRANS as soon as possible and inform OMNITRANS of any action taken to alleviate the situation.

D. The provisions of this Article shall survive the termination or expiration of this Agreement.

34. GOVERNING LAW

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California, and the proper venue of any action brought hereunder is and shall be the County of San Bernardino, California.

35. MODIFICATIONS TO AGREEMENT

Unless specified otherwise in the Agreement, this Agreement may only be modified by written mutual consent evidenced by signatures of representatives authorized to enter into and modify the Agreement. In order to be effective, amendments may require prior approval by OMNITRANS' Board of Directors, and in all instances require prior signature of an authorized representative of OMNITRANS.

36. LICENSING, PERMITS AND INSPECTION COSTS

A. The CONTRACTOR warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, and the County of San Bernardino, the Local Jurisdictions, and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of the Agreement. Further, FIRM warrants that its employees, agents, and contractors and subcontractors shall conduct themselves in compliance with such laws and licensure requirements including, without limitation, compliance with laws applicable to nondiscrimination, sexual harassment and ethical behavior throughout the duration of this Agreement. CONTRACTOR further warrants that it shall not retain or employ an unlicensed subcontractor to perform work on this Project. CONTRACTOR shall notify OMNITRANS immediately and in writing of its employees', agents', contractors' or subcontractors' inability to obtain or maintain, irrespective of the pendency of any appeal, any such licenses, permits, approvals, certificates, waivers, exemptions. Such inability shall be cause for termination of this Agreement.

B. CONTRACTOR shall procure all permits and licenses; pay all charges, assessments and fees, as may be required by the ordinances and regulations of the public agencies having jurisdiction over the areas in which the work is located, and shall comply with all the terms and conditions thereof and with all lawful orders and regulations of each such public agency relating to construction operations under the jurisdiction of such agency.

37. PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, and any and all of its Amendments, Appendices, Exhibits and Attachments; (2) provisions of IFB-MNT18-06 and any and all of its Addenda, Appendices, Exhibits and Attachments; and (3) CONTRACTOR's bid dated May 19, 2017.

38. ENTIRE AGREEMENT

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between OMNITRANS and CONTRACTOR and supersedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date shown below, and effective on the date first hereinabove written.

OMNITRANS	CONTRACTOR Company name:
P. Scott Graham CEO/General Manager	Name: John W Eckard Title: CEO
Date	5/19/2017 Date

Federal Tax I.D. No. 33-0170048

IDP

CM___

Attachment C - Unit Pricing

MNT18-06A

Unit Price Item Num	Item Code		Description	Unit Price
3	12666	FILTERS	SR585-SR842 & SR1677 DEFROSTER	$7.00

OmniTrans

WARRANTY CLAIM PROCEDURE (REQUIRED)

Submit this form with the BID, failure to do so is grounds for disqualification.

Please provide an explanation of the Warranty Claim Procedure for exchange, replacement and reimbursement of repair costs. You may use the space below to explain or you may attach a copy of written procedures to this packet. Any attachment must be clearly marked as "Warranty Claim Procedure" to be considered responsive.

Terms of Limited Warranty: Hydraulic Electric Component Supply, Inc., ("HECS, INC. "), warrants to the original end customer of its products that its products are free from defects in material and workmanship affecting form, fit and function for a period of one (1) year, except with respect to refurbished products.

Any claim alleging that any product fails to conform to the foregoing warranty may be made only by the customer who purchased such product and only while such customer owns such product.

With respect to refurbished products, HECS,INC., warrants to the original end user customer of its products specified below that its products are free from defects in material and workmanship affecting form, fit, and function. Any claim must be made within thirty (30) days from the original date of shipment.

The above warranties cover only defects arising under normal use and do not include malfunctions or failures resulting from misuse, abuse, neglect, alteration, problems with electrical power, usage not in accordance with product instructions, acts of nature, or improper installation or repairs made by anyone other than HECS, INC.

Contact Hydraulic Electric Component Supply, Inc. at 619-258-7377 for disposition and a Return Material Authorization (RMA) Number.

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PROPOSED DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

This form must be submitted with the BID, to have it considered during BID evaluation. The bidder intends to utilize the following DBE contractors on this project. Signature of participating DBE is confirmation of willingness to participate on this project.

Company N/A
Address
City, ST, zip
Phone Number
Fax Number
Contact Name
Type of work to be performed
Dollar value of participation
Signature of participating DBE

Company
Address
City, ST, zip
Phone Number
Fax Number
Contact Name
Type of work to be performed
Dollar value of participation
Signature of participating DBE

Company
Address
City, ST, zip
Phone Number
Fax Number
Contact Name
Type of work to be performed
Dollar value of participation
Signature of participating DBE

Company
Address
City, ST, zip
Phone Number
Fax Number
Contact Name
Type of work to be performed
Dollar value of participation
Signature of participating DBE

(DUPLICATE THIS FORM AS REQUIRED)

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CURRENT CLIENT REFERENCES. MINIMUM OF FIVE (5) REQUIRED

Submit this form with the BID/Proposal, with valid contact information, failure to do so is grounds for disqualification.

Company	Hillsborough Transit Authority
Address	1201 E. 7th Avenue
City, ST, Zip	Tampa, FL 33605
Phone Numbers/Email	813-664-1119 / 813-623-5835
Contact Name/Title	Tina White, Buyer
Type of Engagement	CONTRACT
Company	Orange County Transit (OCTA)
Address	550 South Main Street
City, ST, Zip	Orange, CA 92863
Phone Numbers/Email	714-560-5661 / 714-560-5650
Contact Name/Title	Arlene Terry, Buyer
Type of Engagement	CONTRACT
Company	Los Angeles County MTA
Address	1 Gateway Plaza
City, ST, Zip	Los Angeles, CA 90012
Phone Numbers/Email	213-922-1006 / 213-922-1067
Contact Name/Title	Frank Clark, Buyer
Type of Engagement	CONTRACT
Company	Riverside Transit Agency
Address	1825 Third Street
City, ST, Zip	Riverside, CA 92507
Phone Numbers/Email	909-684-4948 / 909-684-0850
Contact Name/Title	Luz Guzman, Buyer
Type of Engagement	CONTRACT
Company	Dallas Area Rapid Transit (DART)
Address	PO Box 223805
City, ST, Zip	Dallas, TX 75222
Phone Numbers/Email	214-749-3666 / 214-749-2677
Contact Name/Title	Denecia Seals, Buyer
Type of Engagement	CONTRACT

Bidder's/Proposer's Company Name	HYDRAULIC ELECTRIC COMPONENT SUPPLY, INC
Legal Structure (corp./partner/proprietor)	Corporation
Principle Office Address	9316 Wheatlands Rd, Bldg A & B
City, ST, Zip	Santee, CA 92071
Phone Number and E-Mail	619-258-7377 / sales@hecsbusparts.com
Federal Employer Identification Number	33-0170048
Title of Person Authorized to Sign	CEO
Print Name of Person Authorized to Sign	John W Eckard
Date Signed and Authorized Signature	5/19/2017

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NOT ON EXCLUDED PARTIES LIST SYSTEM (REQUIRED)

Submit this form with the BID, failure to do so is grounds for disqualification.

The Bidder certifies that it is NOT on the Excluded Parties List System of ineligible firms for federally financed and assisted construction, materials, equipment contracts or services.

Bidder's Company Name	HYDRAULIC ELECTRIC COMPONENT SUPPLY, INC.
Legal Structure (corp./partner/proprietor)	Corporation
Principle Office Address	9316 Wheatlands Rd, Bldg A & B
City, ST, Zip	Santee, CA 92071
Phone Number	619-258-7377
Fax Number	619-258-9957
E-Mail	sales@hecsbusparts.com
Federal Employer Identification Number	33-0170048
Title of Person Authorized to Sign	CEO
Print Name of Person Authorized to Sign	John W Eckard
Date Signed and Authorized Signature	5/19/2017

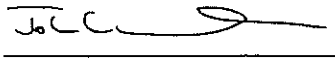
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DECLARATION OF NON-COLLUSION (REQUIRED)

Submit this form with the BID, failure to do so is grounds for disqualification.

I hereby declare (or affirm) under penalty of perjury that:

1. I am the bidder (if the bidder is an individual), a partner in the bid (if the bidder is a partnership), or an officer or employee of the bidding corporation and have authority to sign on its behalf (if the bidder is a corporation);
2. The bidder has independently produced the attached bid(s) without collusion, agreement, understanding or planned common course of action, with any other source, that would limit independent bidding competition;
3. The contents of the bid(s) have not been communicated by the bidder and or its employees and or agents to any person not an employee and or agent of the bidder and or its surety, on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid, and
4. I have fully informed myself regarding the accuracy of the statements made in this declaration.

Bidder's Company Name: HYDRAULIC ELECTRIC COMPONENT SUPPLY, INC.
(corp./partnership/sole proprietor): Corporation
Principle Office Address: 9316 Wheatlands Rd, Bldg A & B
City, ST, Zip: Santee, CA 92071
Phone Number: 619-258-7377
Fax Number: 619-258-9957
E-mail Number: sales@hecsbusparts.com
Federal Employer I.D. Number: 33-0170048
Title of Person Authorized to Sign: CEO
Print Name Authorized to Sign: John W Eckard
Authorized Signature: 
Date Signed: 5/19/2017

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DEBARMENT, SUSPENSION, & OTHER RESPONSIBILITY MATTERS
(REQUIRED >$25,000)

Submit this form with BID, failure to do so is grounds for disqualification.

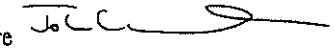
One (1) form required of each bidder and subcontractor having greater than a $25,000 share of the bid. U.S. Code, Title 31, § 6101 note and U.S. DOT regulations on "Debarment and Suspension," 49 C.F.R. Part 29.

The Participant (the bidder and potential contractor or potential subcontractor for a third party contract) certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

An explanation must be attached to this certification regarding any exception(s).

The Primary Participant certifies that it has authority under State and local laws to comply with the subject assurances, the truthfulness and accuracy of the contents of this certification, any attached explanation submitted herewith, understands the applicability of 31 U.S.C. Sections 3801 *Et. Seq.* and that this certification has been legally made.

Bidder's Company Name	HYDRAULIC ELECTRIC COMPONENT SUPPLY, INC.
Legal Structure (corp./partner/proprietor)	Corporation
Select One	☐ Prime or ☐ Subcontractor (submit after award)
Principle Office Address	9316 Wheatlands Rd, Bldg A & B
City, ST, Zip	Santee, CA 92071
Phone Number	619-258-7377
Fax Number	619-258-9957
E-Mail	sales@hecsbusparts.com
Federal Employer Identification Number	33-0170048
Title of Person Authorized to Sign	CEO
Print Name of Person Authorized to Sign	John W Eckard
Date Signed and Authorized Signature	 5/19/2017

OmniTrans

DEBARMENT, SUSPENSION, & OTHER RESPONSIBILITY MATTERS
(REQUIRED >$25,000)

Submit this form with BID, failure to do so is grounds for disqualification.

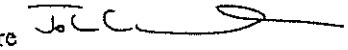
One (1) form required of each bidder and subcontractor having greater than a $25,000 share of the bid. U.S. Code, Title 31, § 6101 note and U.S. DOT regulations on "Debarment and Suspension," 49 C.F.R. Part 29.

The Participant (the bidder and potential contractor or potential subcontractor for a third party contract) certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

An explanation must be attached to this certification regarding any exception(s).

The Primary Participant certifies that it has authority under State and local laws to comply with the subject assurances, the truthfulness and accuracy of the contents of this certification, any attached explanation submitted herewith, understands the applicability of 31 U.S.C. Sections 3801 *Et. Seq.* and that this certification has been legally made.

Bidder's Company Name	HYDRAULIC ELECTRIC COMPONENT SUPPLY, INC.
Legal Structure (corp./partner/proprietor)	Corporation
Select One	☐ Prime or ☐ Subcontractor (submit after award)
Principle Office Address	9316 Wheatlands Rd, Bldg A & B
City, ST, Zip	Santee, CA 92071
Phone Number	619-258-7377
Fax Number	619-258-9957
E-Mail	sales@hecsbusparts.com
Federal Employer Identification Number	33-0170048
Title of Person Authorized to Sign	CEO
Print Name of Person Authorized to Sign	John W Eckard
Date Signed and Authorized Signature	 5/19/2017

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LIST OF SUBCONTRACTORS AND *DBES* (REQUIRED >½ OF 1% SHARE OF BID)

Submit this form with the BID/Proposal, failure to do so is grounds for disqualification.

One (1) form required of each bidder and proposed subcontractor having greater than ½ of 1% share of the bid. Government Code § 4100 on, "Subletting and Subcontract Fair Practices Act".

Company N/A
Address
City, ST, Zip
Phone Numbers/Email
Contact Name/Title
Type of Engagement
Type of work to be performed
Dollar value of participation DBE qualified? Yes ☐ No ☐

Company
Address
City, ST, Zip
Phone Number
Contact Name/Title
Type of Engagement
Type of work to be performed
Dollar value of participation DBE qualified? Yes ☐ No ☐

Company
Address
City, ST, Zip
Phone Number
Contact Name/Title
Type of Engagement
Type of work to be performed
Dollar value of participation DBE qualified? Yes ☐ No ☐

Total DBE participation Dollars % of Total Contract

Bidder's/Proposer's Company Name HYDRAULIC ELECTRIC COMPONENT SUPPLY, INC.
Legal Structure (corp./partner/proprietor) Corporation
Principle Office Address 9316 Wheatlands Rd, Bldg A & B
City, ST, Zip Santee, CA 92071
Phone Number and E-Mail 619-258-7377 / sales@hecsbusparts.com
Federal Employer Identification Number 33-0170048
Title of Person Authorized to Sign CEO
Print Name of Person Authorized to Sign John W Eckard
Date Signed and Authorized Signature 5/19/2017

DUPLICATE THIS FORM AS NECESSARY TO COMPLETE LIST (SIGN LAST ONE)

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RESTRICTIONS ON LOBBYING (REQUIRED >$100,000)

Submit this form before final contract award, failure to do so is grounds for disqualification.

One form required of bidder and subcontractor having greater than a $100,000 share of the bid. 31 U.S.C., § 1352 and U.S. DOT regulations on "New Restrictions on Lobbying," 49 C.F.R. Part 20.

Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operation Service Contract/Turnkey contracts.

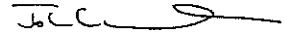
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all tiers shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, as signed below, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Bidder's Company Name	HYDRAULIC ELECTRIC COMPONENT SUPPLY, INC.
Legal Structure (corp./partner/proprietor)	Corporation
Select One	☐ Prime or ☐ Subcontractor (submit after award)
Principle Office Address	9316 Wheatlands Rd, Bldg A & B
City, ST, Zip	Santee, CA 92071
Phone Number	619-258-7377
Fax Number	619-258-9957
E-Mail	sales@hecsbusparts.com
Federal Employer Identification Number	33-0170048
Title of Person Authorized to Sign	CEO
Print Name of Person Authorized to Sign	John W Eckard
Date Signed and Authorized Signature	 5/19/2017

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STATUS OF PAST AND PRESENT CONTRACTS FORM (REQUIRED)

Submit this form with the PROPOSAL, failure to do so is grounds for disqualification.

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

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

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

Project city/agency/other: N/A

Contact Name: _____ Phone: _____

Project Award Date: _____ Original Contract Value: _____

Term of Contract: _____

(1) Litigation, claims, settlements, arbitrations, or investigations associated with contract:

N/A

(2) Summary and Status of contract:

N/A

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(3) Summary and Status of action identified in (1):

N/A

(4) Reason for termination, if applicable:

N/A

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

Proposer's Company Name	HYDRAULIC ELECTRIC COMPONENT SUPPLY, INC.
Legal Structure (corp./partner/proprietor)	Corporation
Principle Office Address	9316 Wheatlands Rd, Bldg A & B
City, ST, Zip	Santee, CA 92071
Phone Number	619-258-7377
Fax Number	619-258-9957
E-Mail	sales@hecsbusparts.com
Federal Employer Identification Number	33-0170048
Title of Person Authorized to Sign	CEO
Print Name of Person Authorized to Sign	John W Eckard
Date Signed and Authorized Signature	5/19/2017

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CONTRACT AGREEMENT

between

CONTRACTOR Dartco Transmission Sales and Service, Inc. 1145 N. Red Gum Street Anaheim, CA 92806 (hereinafter "CONTRACTOR") Telephone: 714-237-0911 Email: jpeek@dartcotransmission.com	**CONTRACT DOCUMENTS** **CONTRACT NO. MNT18-06B** **BUS FILTERS**
And	Contract Amount: $30,000
Omnitrans 1700 West Fifth Street San Bernardino, CA 92411 (hereinafter "OMNITRANS")	Omnitrans Project Manager: Name: Rick Barone Title: Materials Manager Telephone: (909) 379-7204 Email: rick.barone@omnitrans.org Contract Administrator: Name: Christine Van Matre Title: Contract Administrator Telephone: (909) 379-7122 Email: christine.vanmatre@omnitrans.org



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ATTACHMENT A – SCOPE OF WORK

ATTACHMENT B – REGULATORY REQUIREMENTS

ATTACHMENT C – PRICING

ATTACHMENT D - FORMS

This Agreement is made and entered into as of this ___ day of _____, and between Omnitrans (hereinafter referred to as "OMNITRANS") and Dartco Transmission Sales and Service, Inc. (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, OMNITRANS is a joint powers authority organized under Section 6500 et seq. of the California Government Code with power to contract for services described in Attachment A to this Agreement entitled "Attachment A, Scope of Work" (hereinafter referred to as "Work");

WHEREAS, CONTRACTOR has indicated it is qualified to perform such services and (1) has reviewed all the available data furnished by OMNITRANS pertinent to the Work to be rendered; (2) has inspected and reviewed the Work to be rendered; (3) will exercise the ordinary care and skill expected of a practitioner in its profession; and (4) is willing to accept responsibility of performing the Work set forth in this Agreement for the compensation and in accordance with the terms, requirements and conditions herein specified;

NOW, THEREFORE, for the consideration hereinafter stated, the parties agree as follows:

1. SCOPE OF WORK

A. CONTRACTOR will perform the Work and related tasks as described in Attachment A, Scope of Work hereto and is incorporated by reference into and made a part of this Agreement.

B. This is a non-exclusive Agreement, whereby OMNITRANS may, at its sole discretion, augment or supplant the Work with its own forces or forces of another contractor or entity. CONTRACTOR will cooperate fully with OMNITRANS' staff or other contractor or entity that may be providing similar or the same Work for OMNITRANS.

2. PERIOD OF PERFORMANCE

The term of this Agreement shall be from the date of execution of this Agreement and continue in effect through _____, unless terminated as specified in Section 10 and 11 of this Agreement. Omnitrans has no obligation to purchase any specified amount of products/services. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

Omnitrans' election to extend the Agreement beyond the Initial Term shall not diminish its right to terminate the Agreement for Omnitrans' convenience or CONTRACTORS default as provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period extended from through _____, which period encompasses the Initial Term and the Option Year One and Option Year Two.

3. CONTRACT OPTIONS

A. Omnitrans will have the unilateral right in the contract by which, for a specified time, Omnitrans may elect to purchase additional services called for by the contract, or may elect to extend the term of the contract. The requirements below apply:

1) Any options that were requested by Omnitrans and/or contained in the Contractor's PROPOSAL or offer must have been evaluated in making the contract award prior to exercising any such options.

2) Since Contractor's proposed pricing for the option years and additional services are considered in evaluating the Contractor's original proposal and form the basis for awarding the contract, Contractor shall be bound by the proposal pricing for additional services and/or option years, unless otherwise provided herein.

B. Omnitrans will provide a minimum of thirty days (30) written notice to the Contractor of Omnitrans' exercise of its option to extend the contract years. Omnitrans may give notice of its exercise of the option for additional services at any time during the term of the contract. The minimum time for the written notice may be waived by mutual agreement.

4. COMPENSATION

A. For CONTRACTOR's full and complete performance of its obligations under this Agreement, OMNITRANS shall pay CONTRACTOR on a FIXED PRICE basis at the fully burdened fixed rates shown in Attachment C, and subject to the maximum cumulative payment obligation.

B. OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed Thirty Thousand Dollars ($30,000), including all amounts payable to CONTRACTOR for all costs, including but not limited to direct labor, other direct costs, subcontracts, indirect costs including, but not limited to, leases, materials, taxes, insurance, and profit.

C. If during the course of the contract Omnitrans requires different parts other than those covered by this contract, pricing for such parts will be negotiated separately.

D. Contractor shall hold pricing firm for the duration of the three year base contract term. On an annual basis thereafter, Contractor may submit a request for a price adjustment based on Consumer Price Index and must provide justification with the request.

5. INVOICING AND PAYMENT

A. CONTRACTOR shall invoice OMNITRANS on a monthly basis no later than the 15th of each month. CONTRACTOR shall furnish information as may be requested by OMNITRANS to substantiate the validity of an invoice.

CONTRACTOR shall submit invoices in duplicate to:

OMNITRANS
1700 West Fifth Street
San Bernardino, CA 92411
Attn: Accounts Payable

Accountspayable@omnitrans.org

Contracts@omnitrans.org

A separate invoice shall be used for each shipment. Each invoice shall include, at minimum, the following information:

- Contract number
- Invoice number
- Description of delivery
- Delivery Date
- Total quantity delivered
- Information as requested by OMNITRANS

B. OMNITRANS shall remit payment within thirty (30) calendar days of approval of the invoices by OMNITRANS' Project Manager.

In the event OMNITRANS should overpay CONTRACTOR, such overpayment shall not be construed as a waiver of OMNITRANS' right to obtain reimbursement for the overpayment. Upon discovering any overpayment, either on its own or upon notice of OMNITRANS, CONTRACTOR shall immediately reimburse OMNITRANS the entire overpayment or, at its sole discretion, OMNITRANS may deduct such overpayment amount from monies due to CONTRACTOR under this Agreement or any other Agreement between OMNITRANS and CONTRACTOR.

C. TITLE

a. Title shall pass to Omnitrans at the time of payment.

b. The title transferred as above shall in each case be good, and free and clear from any and all security interests, liens, and/or other encumbrances.

c. The transfer of title as specified above shall not imply Acceptance by Omnitrans, nor relieve the Contractor from the responsibility for strict compliance with the Contract, including warranty as specified in the Article entitled Warranty of Work, and for any loss of or damage to the Work.

d. The Contractor at its own expense shall promptly execute, acknowledge, and deliver to the Omnitrans proper bills of sale or other written instruments of title in a form as required by Omnitrans; said instruments shall convey to the Omnitrans' title free and clear of debts, claims, liens, mortgages, taxes, and/or encumbrances.

e. Contractor shall have title to and bear the risk of any loss of or damage to Work purchased hereunder until they are delivered, unloaded, and received by Omnitrans at the FOB Destination specified herein. Contractor's responsibility for loss or damage except for loss or damage resulting from Contractor's negligence, shall cease when title passes to Omnitrans.

6. AUDIT AND INSPECTION OF RECORDS

CONTRACTOR agrees that OMNITRANS or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, employment records or other records relating to this Agreement. Such material, including all pertinent cost, accounting, financial records, and proprietary data must be kept and maintained by CONTRACTOR for a period of three (3) years after completion of this Agreement unless OMNITRANS' written permission is given to CONTRACTOR to dispose of material prior to this time.

7. NOTIFICATION

All notices hereunder concerning this Agreement and the Work to be performed shall be physically transmitted by courier, overnight, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To OMNITRANS:	To CONTRACTOR:
Omnitrans 1700 West Fifth Street San Bernardino, CA 92411 Attn: Christine Van Matre Contract Administrator	Dartco Transmission Sales and Service, Inc. 1145 N. Red Gum Street Anaheim, CA 92806 Jim Peek, Vice President

8. OMNITRANS' AND CONTRACTOR'S REPRESENTATIVES

A. OMNITRANS' Project Manager

Contracting Officer: OMNITRANS' CEO/General Manager or his authorized designee who has authority to execute contracts on behalf of OMNITRANS.

Project Manager: Rick Barone, Materials Manager.

a. Except as expressly specified in this Agreement, the Contracting Officer may exercise any powers, rights and/or privileges that have been lawfully delegated by OMNITRANS. Nothing in this Agreement should be construed to bind OMNITRANS for acts of its officers, employees, and/or agents that exceed the delegation of authority specified herein.

b. The Contracting Officer has delegated to the Project Manager certain powers and duties in connection with this Agreement. The Project Manager is the authorized representative of the Contracting Officer for matters related to this Agreement. The Project Manager or his/her designee is empowered to:

1. Have general oversight of the Work and this Agreement, including the power to enforce compliance with this Agreement.

2. Reserve the right to remove any portion of the Work from CONTRACTOR which have not been performed to OMNITRANS' satisfaction.

3. Subject to the review and acceptance by OMNITRANS, negotiate with CONTRACTOR all adjustments pertaining to this Agreement for revision.

c. In addition to the foregoing, the Project Manager shall have those rights and powers expressly set forth in other sections of this Agreement.

B. **Contractor's Key Personnel**

The following are CONTRACTOR's key personnel and their associated roles in the Work to be provided:

Name	Role
Jim Peek	Vice President
Joe Carniarella (714) 237-0911	Parts Manager

Any propose/substitution or replacement by Contractor of Contractor's key personnel shall ensure that such person possesses the same or better expertise and experience than the key personnel being substituted or replaced. Omnitrans reserves the right to interview such person to ascertain and verify if such proposed substitution or replacement does in deed possess such expertise and experience.

OMNITRANS awarded this Agreement to CONTRACTOR based on OMNITRANS' confidence and reliance on the expertise of CONTRACTOR's key personnel described above. CONTRACTOR shall not reassign key personnel or assign other personnel to key personnel roles until CONTRACTOR obtains prior written approval from OMNITRANS.

9. DISPUTE RESOLUTION

Any disputes between the successful CONTRACTOR and OMNITRANS relating to the implementation or administration of the Contract shall be resolved in accordance with this section.

A. The parties shall first attempt to resolve the dispute informally in meetings or communications between proposer and OMNITRANS.

B. If the dispute remains unresolved fifteen (15) days after it first arises, proposer may request that Omnitrans' CEO/General Manager issue a recommended decision on the matter in dispute. Omnitrans' CEO/General Manager shall issue the recommended decision in writing and provide a copy to proposer.

C. If the dispute remains unresolved after review by Omnitrans' CEO/General Manager, either party may seek judicial resolution of the dispute in an appropriate Court of the State of California.

D. Pending final resolution of a dispute under this section, proposer shall proceed diligently with performance in accordance with the Contract and Omnitrans' CEO/General Manager's recommended decision.

10. TERMINATION FOR CONVENIENCE

OMNITRANS may terminate this Agreement in whole or in part for OMNITRANS' convenience. Omnitrans' CEO/General Manager shall terminate this Agreement by a written Notice of Termination to CONTRACTOR specifying the nature, extent, and effective date of the termination. Upon receipt of the notice of termination, CONTRACTOR shall immediately discontinue all Work affected and deliver all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process, to Omnitrans' CEO/General Manager. OMNITRANS shall make an equitable adjustment in the Agreement for Work already performed, but shall not allow anticipated profit on unperformed services. Force Majeure shall apply.

11. TERMINATION FOR BREACH OF AGREEMENT

A. If CONTRACTOR fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger timely performance of this Agreement, OMNITRANS may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to OMNITRANS within the time permitted by OMNITRANS, then OMNITRANS may terminate this Agreement due to CONTRACTOR's breach of this Agreement.

B. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then OMNITRANS may immediately terminate this Agreement.

C. If CONTRACTOR violates Section 28, Compliance with Lobbying Policies, of this Agreement, then OMNITRANS may immediately terminate this Agreement.

D. In the event OMNITRANS terminates this Agreement as provided in this Section, OMNITRANS may procure, upon such terms and in such manner as OMNITRANS may deem appropriate, Work similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to OMNITRANS for all of its costs and damages, including, but not limited, any excess costs for such Work.

E. All finished or unfinished documents and materials produced or procured under this Agreement shall become OMNITRANS' property upon date of such termination.

F. If, after notice of termination of this Agreement under the provisions of this Section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 10, Termination for Convenience.

G. The rights and remedies of OMNITRANS provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

12. ASSIGNMENT

This Agreement, any interest herein or claim hereunder, may not be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONTRACTOR, without the prior written consent of OMNITRANS. Consent by OMNITRANS shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

13. SUBCONTRACTING

OMNITRANS hereby consents to CONTRACTOR's subcontracting of portions of the Work to the parties identified below for the functions described in CONTRACTOR's proposal. CONTRACTOR shall include in each subcontract agreement the stipulation that CONTRACTOR, not OMNITRANS, is solely responsible for payment to the subcontractor for all amounts owing and that the subcontractor shall have no claim, and shall take no action against OMNITRANS, Member Agencies or officers, directors, employees or sureties thereof for nonpayment by CONTRACTOR.

CONTRACTOR shall not, without the express written consent of Omnitrans, either:

a. Substitute any person, firm, or corporation as subcontractor in place of the subcontractors identified below; or

b. Permit any subcontract to be assigned or transferred; or

c. Allow work to be performed by anyone other than the original subcontractor listed below.

Subcontractor's Name and Address	Work to Be Performed
N/A	

14. INDEPENDENT CONTRACTOR

CONTRACTOR's relationship to OMNITRANS in the performance of this Agreement is that of an independent Contractor. CONTRACTOR's personnel performing Work under this Agreement shall at all times be under CONTRACTOR's exclusive direction and control and shall be employees of CONTRACTOR and not employees of OMNITRANS. CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

15. INSURANCE

A. INSURANCE REQUIREMENTS

1) **General Requirements for Contractor**

a. Without limiting or diminishing the Contractor's obligation to indemnify or hold Omnitrans harmless, Contractor shall procure, prior to commencement of the services required under this contract and maintain for the duration of the contract at its own expense, insurance of the kinds and in the amounts as indicated below;

b. Provide Omnitrans with valid original certificates of insurance and endorsements showing Omnitrans as an additional insured.

2) **Deductibles or Self-Insured Retention (SIR)**

SIR must be declared to and approved by Omnitrans. At the option of Omnitrans, either: the insurer shall reduce or eliminate such deductibles or SIR or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

3) **Other Insurance Provisions**

a. Commercial General Liability and Automobile Liability

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and

completed operations liability, personal and advertising injury covering claims which may arise from or out of Contractor's performance of its obligations hereunder and if Contractor's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used. Policy shall name Omnitrans, its officers, officials, employees, agents and volunteers as additional insured as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations of the scope of protection afforded Omnitrans, its officers, officials, employees, agents, and volunteers.

1. For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects Omnitrans, its officers, officials, employees, agents, and volunteers. Any insurance and/or deductibles and/or self-insured retentions or self-insured programs maintained by Omnitrans, its officers, officials, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not be construed as contributory.
2. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Omnitrans.

b. Workers' Compensation

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of Omnitrans and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

c. Care, Custody, and Control

Contractor shall insure any Omnitrans property while under its Care, Custody, and Control according to the requirements listed in the insurance coverage required.

4) **Acceptability of Insurers**

Insurance companies shall be State of California admitted or approved and have a current **A.M. Best's** rating of no less than **A:VIII.**

5) **Verification of Coverage**

a. Contractor shall furnish Omnitrans with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All insurance certificates and endorsements are to be received and approved by Omnitrans before work commences.

b. As an alternative, Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

c. In lieu of purchasing insurance and providing original endorsements and or certificates of insurance, the Contractor may provide proof of self-insurance; such proof must be to the satisfaction of Omnitrans.

6) **Subcontractors**

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

7) **Notification of Terminated Insurance**

Insurance shall not be terminated or expire without thirty (30) days written notice, and are required to be maintained in force until completion of the contract.

B. **MINIMUM INSURANCE COVERAGE**

If the Contractor maintains broader coverage and/or higher limits than the minimum requirements shown below, Omnitrans requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

1) ☒ **Commercial General Liability including Products/Completed Operations:** $1,000,000; per occurrence for bodily and property

damage liability and $2,000,000 aggregate; *Omnitrans named and endorsed as an Additional Insured.*

2) ☒ **Automobile Liability:** $1,000,000; per occurrence for bodily and property damage liability and aggregate; *Omnitrans named and endorsed as an Additional Insured.*

3) ☐ **Errors and Omissions Liability:** $1,000,000; combined single limit bodily and property damage liability per occurrence and $ 3,000,000 aggregate or,

4) ☐ **Professional Liability:** $1,000,000; per occurrence and aggregate.

5) ☒ **Workers' Compensation:** statutory limits or,

6) ☐ **Self Insurance Program:** a State Approved program in an amount and form that meets all applicable requirements of the Labor Code of the State of California.

7) ☒ **Employer's Liability**: $1,000,000; per occurrence.

8) ☐ **Environmental Liability:** $1,000,000; per occurrence and aggregate; *Omnitrans named and endorsed as an Additional Insured.*

9) ☐ **Umbrella Policy:** $4,000,000; per occurrence and aggregate Additional coverage for the above policies, *Omnitrans Additional Insured.*

10) ☐ All drivers making deliveries of products specified on this solicitation shall have Hazardous Materials Endorsements on their Commercial Driver's License, and such other Endorsements as may be required by relevant laws and/or regulations.

16. INDEMNITY

CONTRACTOR shall indemnify, defend and hold harmless OMNITRANS, and its member agencies, and their officers, directors, employees and agents from and against any and all liability, expense (including, but not limited to, defense costs and attorneys' fees), claims, causes of action, and lawsuits for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage (including property of CONTRACTOR) arising from or connected with any alleged act and/or omission of CONTRACTOR, its officers, directors, employees, agents, Subcontractors or suppliers. This indemnity shall survive termination or expiration of this Agreement and/or final payment thereunder.

17. REVISIONS IN SCOPE OF WORK

By written notice or order, OMNITRANS may, from time to time, order work suspension or make changes to this Agreement. Changes in the Work shall be

mutually agreed to and incorporated into an amendment to this Agreement. Upon execution of an amendment, CONTRACTOR shall perform the Work, as amended.

18. RIGHTS IN TECHNICAL DATA

A. No material or technical data prepared by CONTRACTOR under this Agreement is to be released by CONTRACTOR to any other person or entity except as necessary for the performance of the Work. All press releases or information concerning the Work that might appear in any publication or dissemination, including but not limited to, newspapers, magazines, and electronic media, shall first be authorized in writing by OMNITRANS.

B. The originals of all letters, documents, reports and other products and data produced under this Agreement shall become the property of OMNITRANS without restriction or limitation on their use and shall be made available upon request to OMNITRANS at any time. Original copies of such shall be delivered to OMNITRANS upon completion of the Work or termination of the Work. CONTRACTOR shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the prior written approval of OMNITRANS. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

19. OWNERSHIP OF REPORTS AND DOCUMENTS

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

20. OWNERSHIP RIGHTS

A. In the event OMNITRANS rightfully obtains copies of Proprietary Data under the terms of the separate License Agreement and Escrow Agreement that govern rights in Documentation, Software and Intellectual Property created and/or developed by Contractor, its Third Party Software Contractors and its Suppliers as part of the Project, any derivative works and associated documentation created by or on behalf of OMNITRANS by Permitted Programmers (as defined in the License Agreement) shall be the sole and exclusive property of OMNITRANS (collectively, "OMNITRANS Intellectual Property"), and OMNITRANS may use, disclose and exercise dominion and full rights of ownership, in any manner in

OMNITRANS Intellectual Property in connection with the use, operation and maintenance of a transportation system administered by OMNITRANS. No use of OMNITRANS Intellectual Property shall be made for any purpose other than in conjunction with a transportation system administered by CONTRACTOR, and OMNITRANS shall not sell, lease, rent, give away or otherwise disclose any OMNITRANS Intellectual Property to any outside third party other than Permitted Programmers. To the extent there may be any question of rights of ownership or use in any OMNITRANS Intellectual Property, Contractor shall require all of its subcontractors and suppliers (including without limitation its Third Party Software Contractors) to assign to OMNITRANS, all worldwide right, title and interest in and to all OMNITRANS Intellectual Property in a manner consistent with the foregoing terms of this paragraph. Contractor shall execute any documents as OMNITRANS may from time to time reasonably request to effectuate the terms of this paragraph.

B. All documentation and Software which predates this Contract and which otherwise owned by Contractor or its Third Party Software Contractors, and all Documentation and Software which is created by Contractor or its Third Party Software Contractors shall be Licensed Software or Licensed Documentation, as appropriate. All Licensed Software and Licensed Documentation shall be governed by the License Agreement by and between the parties of event date herewith.

21. WORK FOR HIRE

Any work created or produced as a part of this Agreement that may be defined under Section 101, Title 17, USC will be considered "work for hire" as it pertains to ownership rights. CONTRACTOR, by his/her endorsement hereon agrees that all rights to any work(s) created or produced are waived, and that ownership rests with OMNITRANS. CONTRACTOR further agrees to ensure transfer of all rights to such work(s), as defined under federal copyright law, that may be created or produced under this Agreement by its suppliers, contractors or subcontractors.

22. SUBMITTAL OF CLAIMS BY CONTRACTOR

CONTRACTOR shall file any and all claims with OMNITRANS' Project Manager in writing within thirty (30) days of the event or occurrence giving rise to the claim. The claim shall be in sufficient detail to enable OMNITRANS to ascertain the claim's basis and amount, and shall describe the date, place and other pertinent circumstances of the event or occurrence giving rise to the claim and the indebtedness, obligation, injury, loss or damages allegedly incurred by CONTRACTOR.

Even though a claim may be filed and/or in review by OMNITRANS, CONTRACTOR shall continue to perform in accordance with this Agreement.

23. EQUAL OPPORTUNITY

CONTRACTOR shall not discriminate against, or grant preferential treatment to, any individual or group, or any employee or applicant for employment because of race, age, religion, color, ethnicity, sex, national origin, ancestry, physical disability, mental disability, political affiliation, sexual orientation, marital status or other status protected by law. CONTRACTOR shall take action to ensure that applicants and employees are treated without regard to the above.

24. STANDARD OF PERFORMANCE

A. CONTRACTOR shall perform and exercise, and require its subcontractors to perform and exercise due professional care and competence in the performance of the Work in accordance with the requirements of this Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, completeness and coordination of the Work, it being understood that OMNITRANS will be relying upon such professional quality, accuracy, completeness and coordination in utilizing the Work. The foregoing obligations and standards shall constitute the "Standard of Performance" for purposes of this Agreement. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

B. All workers shall have sufficient skill and experience to perform the Work assigned to them. OMNITRANS shall have the right, at its sole discretion, to require the immediate removal of CONTRACTOR's personnel at any level assigned to the performance of the Work at no additional fee or cost to OMNITRANS, if OMNITRANS considers such removal in its best interests and requests such removal in writing and such request is not done for illegal reasons. Further, an employee who is removed from performing Work under this Agreement under this Article shall not be re-assigned to perform Work in any other capacity under this Agreement without OMNITRANS' prior written approval.

25. NOTIFICATION OF EMPLOYMENT OF OMNITRANS BOARD MEMBERS/ALTERNATES AND EMPLOYEES

To ensure compliance with OMNITRANS' Ethics Policy, CONTRACTOR shall provide written notice to OMNITRANS disclosing the identity of any individual who CONTRACTOR desires to employ or retain under a contract, and who (1) presently serves as a Board Member/Alternate or an employee of OMNITRANS, or (2) served as a Board Member/Alternate or an employee of OMNITRANS within the previous 12 months of the date of the proposed employment or retention by CONTRACTOR. CONTRACTOR's written notice shall indicate whether the individual will be an officer, principal or shareholder of the entity and/or will participate in the performance of this Agreement.

26. DISQUALIFYING POLITICAL CONTRIBUTIONS

In the event of a proposed amendment to this Agreement, CONTRACTOR shall provide prior to the execution of such amendment, a written statement disclosing any contribution(s) of $250 or more made by CONTRACTOR or its subcontractor(s) to Omnitrans Board Members/Alternates or employees within the preceding twelve (12) months of the date of the proposed amendment. Applicable contributions include those made by any agent/person/entity on behalf of CONTRACTOR or subcontractor(s).

27. COMPLIANCE WITH LAW

A. CONTRACTOR shall familiarize itself with and perform the Work required under this Agreement in conformity with requirements and standards of OMNITRANS, municipal and public agencies, public and private utilities, special districts, and railroad agencies whose facilities and work may be affected by Work under this Agreement. CONTRACTOR shall also comply with all Federal, state and local laws and ordinances.

B. Government regulations that directly affect the CONTRACTOR'S performance of this contract and unforeseen impacts, which neither party could have contemplated at the onset of the contract and have an unconscionable impact on the CONTRACTOR may be given special pricing consideration. The parties, in good faith, shall review established rates and may adopt any mutually agreed new rates, which shall only be effective as agreed upon by the parties. Thorough documentation including all cost elements is required to support the Contractor's claim to any relief under this clause.

28. COMPLIANCE WITH LOBBYING POLICIES

A. CONTRACTOR agrees that if it is a Lobbyist Employer or if it has retained a Lobbying Firm or Lobbyist, as such terms are defined by OMNITRANS in its Ethics Policy, it shall comply or ensure that its Lobbying Firm and Lobbyist complies with OMNITRANS' Ethics Policy.

B. If CONTRACTOR (Lobbyist Employer) or its Lobbying Firm or Lobbyist fails to comply, in whole or in part, with OMNITRANS' Ethics Policy, such failure shall be considered a material breach of this Agreement and OMNITRANS shall have the right to immediately terminate or suspend this Agreement.

29. PUBLIC RECORDS ACT

A. All records, documents, drawings, plans, specifications and other material relating to conduct of OMNITRANS' business, including materials submitted by CONTRACTOR in its proposal and during the course of performing the Work under this Agreement, shall become the exclusive

property of OMNITRANS and may be deemed public records. Said materials may be subject to the provisions of the California Public Records Act. OMNITRANS' use and disclosure of its records are governed by this Act.

B. OMNITRANS will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of trade secret, confidential or proprietary. OMNITRANS will accept materials clearly and prominently labeled "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY" as determined by CONTRACTOR. OMNITRANS will endeavor to notify CONTRACTOR of any request of the disclosure of such materials. Under no circumstances, however, will OMNITRANS be liable or responsible for the disclosure of any labeled materials whether the disclosure is required by law or a court order or occurs through inadvertence, mistake or negligence on the part of OMNITRANS or its officers, employees and/or contractors.

C. In the event of litigation concerning the disclosure of any material submitted by CONTRACTOR, OMNITRANS' sole involvement will be as a stake holder, retaining the material until otherwise ordered by a court. CONTRACTOR, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the materials, and shall defend, indemnify and hold OMNITRANS harmless from all costs and expenses, including attorneys' fees, in connection with such action.

30. WAIVER/INVALIDITY

No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of the provision, or of any other breach of the provision of the Agreement. Failure of either party to enforce any provision of this Agreement at any time shall not be construed as a waiver of that provision.

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

31. FORCE MAJEURE

Performance of each and all CONTRACTOR's and OMNITRANS' covenants herein shall be subject to such delays as may occur without CONTRACTOR's or OMNITRANS' fault from acts of God, strikes, riots, or from other similar causes beyond CONTRACTOR's or OMNITRANS' control.

32. CONFIDENTIALITY

CONTRACTOR agrees that for and during the entire term of this Agreement, any information, data, figures, records, findings and the like received or generated by CONTRACTOR in the performance of this Agreement, shall be considered and

kept as the private and privileged records of OMNITRANS and will not be divulged to any person, firm, corporation, or other entity except on the direct prior written authorization of OMNITRANS. Further, upon expiration or termination of this Agreement for any reason, CONTRACTOR agrees that it will continue to treat as private and privileged any information, data, figures, records, findings and the like, and will not release any such information to any person, firm, corporation or other entity, either by statement, deposition, or as a witness, except upon direct prior written authority of OMNITRANS.

33. CONTRACTOR'S INTERACTION WITH THE MEDIA AND THE PUBLIC

A. OMNITRANS shall review and approve in writing all OMNITRANS related copy proposed to be used by CONTRACTOR for advertising or public relations purposes prior to publication. CONTRACTOR shall not allow OMNITRANS related copy to be published in its advertisements and public relations programs prior to receiving such approval. CONTRACTOR shall ensure that all published information is factual and that it does not in any way imply that OMNITRANS endorses CONTRACTOR's firm, service, and/or product.

B. CONTRACTOR shall refer all inquiries from the news media to OMNITRANS, and shall comply with the procedures of OMNITRANS' Public Affairs staff regarding statements to the media relating to this Agreement or the Work.

C. If CONTRACTOR receives a complaint from a citizen or the community, CONTRACTOR shall inform OMNITRANS as soon as possible and inform OMNITRANS of any action taken to alleviate the situation.

D. The provisions of this Article shall survive the termination or expiration of this Agreement.

34. GOVERNING LAW

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California, and the proper venue of any action brought hereunder is and shall be the County of San Bernardino, California.

35. MODIFICATIONS TO AGREEMENT

Unless specified otherwise in the Agreement, this Agreement may only be modified by written mutual consent evidenced by signatures of representatives authorized to enter into and modify the Agreement. In order to be effective, amendments may require prior approval by OMNITRANS' Board of Directors, and in all instances require prior signature of an authorized representative of OMNITRANS.

36. LICENSING, PERMITS AND INSPECTION COSTS

A. The CONTRACTOR warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, and the County of San Bernardino, the Local Jurisdictions, and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of the Agreement. Further, FIRM warrants that its employees, agents, and contractors and subcontractors shall conduct themselves in compliance with such laws and licensure requirements including, without limitation, compliance with laws applicable to nondiscrimination, sexual harassment and ethical behavior throughout the duration of this Agreement. CONTRACTOR further warrants that it shall not retain or employ an unlicensed subcontractor to perform work on this Project. CONTRACTOR shall notify OMNITRANS immediately and in writing of its employees', agents', contractors' or subcontractors' inability to obtain or maintain, irrespective of the pendency of any appeal, any such licenses, permits, approvals, certificates, waivers, exemptions. Such inability shall be cause for termination of this Agreement.

B. CONTRACTOR shall procure all permits and licenses; pay all charges, assessments and fees, as may be required by the ordinances and regulations of the public agencies having jurisdiction over the areas in which the work is located, and shall comply with all the terms and conditions thereof and with all lawful orders and regulations of each such public agency relating to construction operations under the jurisdiction of such agency.

37. PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, and any and all of its Amendments, Appendices, Exhibits and Attachments; (2) provisions of IFB-MNT18-06 and any and all of its Addenda, Appendices, Exhibits and Attachments; and (3) CONTRACTOR's bid dated May 19, 2017 .

38. ENTIRE AGREEMENT

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between OMNITRANS and CONTRACTOR and supersedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date shown below, and effective on the date first hereinabove written.

OMNITRANS	CONTRACTOR Company name:
	Dartco Transmission Sales and Service, Inc.
P. Scott Graham CEO/General Manager	Name: **Jim Peek** Title: **Vice President**
Date	5-17-2017 Date

Federal Tax I.D. No.

95-3559381

JDP 2f

CM___

Attachment C - Unit Pricing
MNT18-06B

Item Code	Description	Unit Price
221743	ALISON TRANSFILTER KITS WARRANTY	$45.88

OmniTrans

CURRENT CLIENT REFERENCES. MINIMUM OF FIVE (5) REQUIRED

Submit this form with the BID/Proposal, with valid contact information, failure to do so is grounds for disqualification.

Company	Omnitrans
Address	1700 W. 5th Street
City, ST, Zip	San Bernardino, CA 92411
Phone Numbers/Email	909-379-7100
Contact Name/Title	Rick Barone 909-379-7100
Type of Engagement	Allison OEM Parts
Company	San Diego MTS
Address	100 16th Street
City, ST, Zip	San Diego, CA 92101
Phone Numbers/Email	619-239-0100
Contact Name/Title	Thomas Frantz
Type of Engagement	Allison Rebuilt Transmissions and OEM Parts
Company	LA MTA
Address	One Gateway Plaza
City, ST, Zip	Los Angeles, CA 90012
Phone Numbers/Email	213.922.6000
Contact Name/Title	Frank Clarke Purchasing
Type of Engagement	Allison OEM Parts
Company	Charlotte Area Transit System
Address	900 N. Davidson Street
City, ST, Zip	Charlotte, NC 28206
Phone Numbers/Email	704-579-3663
Contact Name/Title	Keith Lowe
Type of Engagement	Allison Rebuilt Transmissions
Company	Valley Transit Authority
Address	3331 N. First Street, Building A
City, ST, Zip	San Jose, CA 95134
Phone Numbers/Email	408-321-5843
Contact Name/Title	Kathy Higuchi Buyer
Type of Engagement	Allison OEM Parts

Bidder's/Proposer's Company Name	Dartco Transmission Sales and Service, Inc.
Legal Structure (corp./partner/proprietor)	Corporation
Principle Office Address	1145 N. Red Gum
City, ST, Zip	Anaheim, CA 92806
Phone Number and E-Mail	714-237-0911
Federal Employer Identification Number	95-3559381
Title of Person Authorized to Sign	Vice President
Print Name of Person Authorized to Sign	Jim Peek
Date Signed and Authorized Signature	5·5·2017

Rev08172016

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NOT ON EXCLUDED PARTIES LIST SYSTEM (REQUIRED)

Submit this form with the BID, failure to do so is grounds for disqualification.

The Bidder certifies that it is NOT on the Excluded Parties List System of ineligible firms for federally financed and assisted construction, materials, equipment contracts or services.

Bidder's Company Name	Dartco Transmission Sales and Service, Inc.
Legal Structure (corp./partner/proprietor)	Corporation
Principle Office Address	1145 N. Red Gum
City, ST, Zip	Anaheim, CA 92806
Phone Number	714-237-0911
Fax Number	714-982-3576
E-Mail	jpeek@dartcotransmission.com
Federal Employer Identification Number	95-3559381
Title of Person Authorized to Sign	Vice President
Print Name of Person Authorized to Sign	Jim Peek
Date Signed and Authorized Signature	5.5.2013

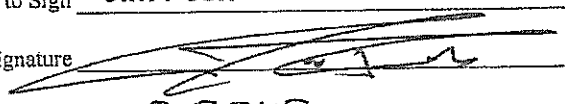
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DECLARATION OF NON-COLLUSION (REQUIRED)

Submit this form with the BID, failure to do so is grounds for disqualification.

I hereby declare (or affirm) under penalty of perjury that:

1. I am the bidder (if the bidder is an individual), a partner in the bid (if the bidder is a partnership), or an officer or employee of the bidding corporation and have authority to sign on its behalf (if the bidder is a corporation);
2. The bidder has independently produced the attached bid(s) without collusion, agreement, understanding or planned common course of action, with any other source, that would limit independent bidding competition;
3. The contents of the bid(s) have not been communicated by the bidder and or its employees and or agents to any person not an employee and or agent of the bidder and or its surety, on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid, and
4. I have fully informed myself regarding the accuracy of the statements made in this declaration.

Bidder's Company Name: Dartco Transmission Sales and Service, Inc.
(corp./partnership/sole proprietor): Corporation
Principle Office Address: 1145 N. Red Gum
City, ST, Zip: Anaheim, CA 92806
Phone Number: 714-237-0911
Fax Number: 714-982-3576
E-mail Number: jpeek@dartcotransmission.com
Federal Employer I.D. Number: 95-3559381
Title of Person Authorized to Sign: Vice President
Print Name Authorized to Sign: Jim Peek
Authorized Signature: 
Date Signed: 5.5.2017

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DEBARMENT, SUSPENSION, & OTHER RESPONSIBILITY MATTERS
(REQUIRED >$25,000)

Submit this form with BID, failure to do so is grounds for disqualification.

One (1) form required of each bidder and subcontractor having greater than a $25,000 share of the bid. U.S. Code, Title 31, § 6101 note and U.S. DOT regulations on "Debarment and Suspension," 49 C.F.R. Part 29.

The Participant (the bidder and potential contractor or potential subcontractor for a third party contract) certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

An explanation must be attached to this certification regarding any exception(s).

The Primary Participant certifies that it has authority under State and local laws to comply with the subject assurances, the truthfulness and accuracy of the contents of this certification, any attached explanation submitted herewith, understands the applicability of 31 U.S.C. Sections 3801 *Et. Seq.* and that this certification has been legally made.

Bidder's Company Name	Dartco Transmission Sales and Service, Inc.
Legal Structure (corp./partner/proprietor)	Corporation
Select One	☒ Prime or ☐ Subcontractor (submit after award)
Principle Office Address	1145 N. Red Gum
City, ST, Zip	Anaheim, CA 92806
Phone Number	714-237-0911
Fax Number	714-982-3576
E-Mail	jpeek@dartcotransmission.com
Federal Employer Identification Number	95-3559381
Title of Person Authorized to Sign	Vice President
Print Name of Person Authorized to Sign	Jim Peek
Date Signed and Authorized Signature	5-5-2017

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LIST OF SUBCONTRACTORS AND *DBES* (REQUIRED >½ OF 1% SHARE OF BID)

Submit this form with the BID/Proposal, failure to do so is grounds for disqualification.

One (1) form required of each bidder and proposed subcontractor having greater than ½ of 1% share of the bid. Government Code § 4100 on, "Subletting and Subcontract Fair Practices Act".

Company **DOES NOT APPLY!!**
Address
City, ST, Zip
Phone Numbers/Email
Contact Name/Title
Type of Engagement
Type of work to be performed
Dollar value of participation DBE qualified? Yes ☐ No ☐

Company
Address
City, ST, Zip
Phone Number
Contact Name/Title
Type of Engagement
Type of work to be performed
Dollar value of participation DBE qualified? Yes ☐ No ☐

Company
Address
City, ST, Zip
Phone Number
Contact Name/Title
Type of Engagement
Type of work to be performed
Dollar value of participation DBE qualified? Yes ☐ No ☐

Total DBE participation Dollars % of Total Contract

Bidder's/Proposer's Company Name
Legal Structure (corp./partner/proprietor)
Principle Office Address
City, ST, Zip
Phone Number and E-Mail
Federal Employer Identification Number
Title of Person Authorized to Sign
Print Name of Person Authorized to Sign
Date Signed and Authorized Signature

DUPLICATE THIS FORM AS NECESSARY TO COMPLETE LIST (SIGN LAST ONE)

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PROPOSED DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

This form must be submitted with the BID, to have it considered during BID evaluation. The bidder intends to utilize the following DBE contractors on this project. Signature of participating DBE is confirmation of willingness to participate on this project.

Company DOES NOT APPLY!!
Address
City, ST, zip
Phone Number
Fax Number
Contact Name
Type of work to be performed
Dollar value of participation
Signature of participating DBE

Company
Address
City, ST, zip
Phone Number
Fax Number
Contact Name
Type of work to be performed
Dollar value of participation
Signature of participating DBE

Company
Address
City, ST, zip
Phone Number
Fax Number
Contact Name
Type of work to be performed
Dollar value of participation
Signature of participating DBE

Company
Address
City, ST, zip
Phone Number
Fax Number
Contact Name
Type of work to be performed
Dollar value of participation
Signature of participating DBE

(DUPLICATE THIS FORM AS REQUIRED)

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RESTRICTIONS ON LOBBYING (REQUIRED >$100,000)

Submit this form before final contract award, failure to do so is grounds for disqualification.

One form required of bidder and subcontractor having greater than a $100,000 share of the bid. 31 U.S.C., § 1352 and U.S. DOT regulations on "New Restrictions on Lobbying," 49 C.F.R. Part 20.

Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operation Service Contract/Turnkey contracts.

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all tiers shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, as signed below, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Bidder's Company Name	Dartco Transmission Sales and Service, Inc.
Legal Structure (corp./partner/proprietor)	Corporation
Select One	☒ Prime or ☐ Subcontractor (submit after award)
Principle Office Address	1145 N. Red Gum
City, ST, Zip	Anaheim, CA 92806
Phone Number	714-237-0911
Fax Number	714-982-3576
E-Mail	jpeek@dartcotransmission.com
Federal Employer Identification Number	95-3559381
Title of Person Authorized to Sign	Vice President
Print Name of Person Authorized to Sign	Jim Peek
Date Signed and Authorized Signature	5-5-2017

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STATUS OF PAST AND PRESENT CONTRACTS FORM (REQUIRED)

Submit this form with the PROPOSAL, failure to do so is grounds for disqualification.

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

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

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

DOES NOT APPLY!!

Project city/agency/other: _____

Contact Name: _____ Phone: _____

Project Award Date: _____ Original Contract Value: _____

Term of Contract: _____

(1) Litigation, claims, settlements, arbitrations, or investigations associated with contract:

_____

_____

_____

_____

(2) Summary and Status of contract:

_____

_____

_____

_____

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(3) Summary and Status of action identified in (1):

(4) Reason for termination, if applicable:

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

Proposer's Company Name _____

Legal Structure (corp./partner/proprietor) _____

Principle Office Address _____

City, ST, Zip _____

Phone Number _____

Fax Number _____

E-Mail _____

Federal Employer Identification Number _____

Title of Person Authorized to Sign _____

Print Name of Person Authorized to Sign _____

Date Signed and Authorized Signature _____

DOES NOT APPLY!!

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WARRANTY CLAIM PROCEDURE (REQUIRED)

Submit this form with the BID, failure to do so is grounds for disqualification.

Please provide an explanation of the Warranty Claim Procedure for exchange, replacement and reimbursement of repair costs. You may use the space below to explain or you may attach a copy of written procedures to this packet. Any attachment must be clearly marked as "Warranty Claim Procedure" to be considered responsive.

See Attached Allison Parts Warranty Document.

Allison Transmission.

Important

"Non-Participating OEM Warranty Document Only"

The following warranty statement is for transmissions purchased by Non-Participating OEMs (Original Equipment Manufacturers). The term Non-Participating means that the OEM has elected to provide their own warranty to the end-user, and will provide warranty repairs to the end user through their own service network.

Note: The warranty to the end-user is not provided by Allison Transmission when the transmission is sold to a Non-Participating OEM. Allison Transmission's warranty responsibility is only to the Non-Participating OEM.

Please refer to your vehicle's operator/owner's manual and or selling vehicle dealer for powertrain coverage.

NEW PARTS WARRANTY

Allison Transmission.

NON-PARTICIPATING OEM SALES

WARRANTY ON NEW ALLISON TRANSMISSION SERVICE REPLACEMENT PARTS

Allison Transmission Division warrants to the first purchaser from Allison Transmission Division that it will repair or replace, at its option, each new Allison transmission service replacement part manufactured or supplied by Allison Transmission Division which is found to be defective in material or factory workmanship under normal use and service.

The warranty period shall extend for six (6) months from the date the new service replacement part is installed in an Allison transmission.

Defective or malfunctioning parts must be returned to Allison Transmission Division, with transportation charges prepaid, together with a statement describing the defects and date of sale or lease to the end-user.

THIS WARRANTY DOES NOT COVER

- Labor costs to remove and reinstall new service replacement parts;
- Loss of time, inconvenience, or other consequential damages;
- Any new Allison transmission service replacement part which shall have been:
  - — Applied to a use which has not been approved by Allison Transmission Division;
  - — Subject to misuse, negligence, alteration, or accident;
  - — Repaired or altered in any way so as, in the judgment of Allison Transmission Division, to affect adversely its performance and reliability.

THIS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE ALLISON TRANSMISSION MODELS LISTED ABOVE AND IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALLISON TRANSMISSION DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH SUCH TRANSMISSIONS. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF THIS WARRANTY OR ANY IMPLIED WARRANTY.

October, 1994
Form SE0142EN (2000/03)

OmniTrans

CONTRACT AGREEMENT

between

CONTRACTOR ID Industries, LLC 2755 E. Philadelphia Street Ontario, California 91761 (hereinafter "CONTRACTOR") Telephone: (909) 721-5106 Email: amartinez@wastebuilt.com	**CONTRACT DOCUMENTS** **CONTRACT NO. MNT18-06C** **BUS FILTERS**
And	Contract Amount: $5,500
Omnitrans 1700 West Fifth Street San Bernardino, CA 92411 (hereinafter "OMNITRANS")	Omnitrans Project Manager: Name: Rick Barone Title: Materials Manager Telephone: (909) 379-7204 Email: rick.barone@omnitrans.org Contract Administrator: Name: Christine Van Matre Title: Contract Administrator Telephone: (909) 379-7122 Email: christine.vanmatre@omnitrans.org



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ATTACHMENT A – SCOPE OF WORK

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This Agreement is made and entered into as of this ____ day of _____, and between Omnitrans (hereinafter referred to as "OMNITRANS") and ID Industries, Inc. (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, OMNITRANS is a joint powers authority organized under Section 6500 et seq. of the California Government Code with power to contract for services described in Attachment A to this Agreement entitled "Attachment A, Scope of Work" (hereinafter referred to as "Work");

WHEREAS, CONTRACTOR has indicated it is qualified to perform such services and (1) has reviewed all the available data furnished by OMNITRANS pertinent to the Work to be rendered; (2) has inspected and reviewed the Work to be rendered; (3) will exercise the ordinary care and skill expected of a practitioner in its profession; and (4) is willing to accept responsibility of performing the Work set forth in this Agreement for the compensation and in accordance with the terms, requirements and conditions herein specified;

NOW, THEREFORE, for the consideration hereinafter stated, the parties agree as follows:

1. SCOPE OF WORK

A. CONTRACTOR will perform the Work and related tasks as described in Attachment A, Scope of Work hereto and is incorporated by reference into and made a part of this Agreement.

B. This is a non-exclusive Agreement, whereby OMNITRANS may, at its sole discretion, augment or supplant the Work with its own forces or forces of another contractor or entity. CONTRACTOR will cooperate fully with OMNITRANS' staff or other contractor or entity that may be providing similar or the same Work for OMNITRANS.

2. PERIOD OF PERFORMANCE

The term of this Agreement shall be from the date of execution of this Agreement and continue in effect through _____, unless terminated as specified in Section 10 and 11 of this Agreement. Omnitrans has no obligation to purchase any specified amount of products/services. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

Omnitrans' election to extend the Agreement beyond the Initial Term shall not diminish its right to terminate the Agreement for Omnitrans' convenience or CONTRACTORS default as provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period extended from through _____, which period encompasses the Initial Term and the Option Year One and Option Year Two.

3. CONTRACT OPTIONS

A. Omnitrans will have the unilateral right in the contract by which, for a specified time, Omnitrans may elect to purchase additional services called for by the contract, or may elect to extend the term of the contract. The requirements below apply:

1) Any options that were requested by Omnitrans and/or contained in the Contractor's PROPOSAL or offer must have been evaluated in making the contract award prior to exercising any such options.

2) Since Contractor's proposed pricing for the option years and additional services are considered in evaluating the Contractor's original proposal and form the basis for awarding the contract, Contractor shall be bound by the proposal pricing for additional services and/or option years, unless otherwise provided herein.

B. Omnitrans will provide a minimum of thirty days (30) written notice to the Contractor of Omnitrans' exercise of its option to extend the contract years. Omnitrans may give notice of its exercise of the option for additional services at any time during the term of the contract. The minimum time for the written notice may be waived by mutual agreement.

4. COMPENSATION

A. For CONTRACTOR's full and complete performance of its obligations under this Agreement, OMNITRANS shall pay CONTRACTOR on a FIXED PRICE basis at the fully burdened fixed rates shown in Attachment C, and subject to the maximum cumulative payment obligation.

B. OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed Five Thousand Five Hundred Dollars ($5,500), including all amounts payable to CONTRACTOR for all costs, including but not limited to direct labor, other direct costs, subcontracts, indirect costs including, but not limited to, leases, materials, taxes, insurance, and profit.

C. If during the course of the contract Omnitrans requires different parts other than those covered by this contract, pricing for such parts will be negotiated separately.

D. Contractor shall hold pricing firm for the duration of the three year base contract term. On an annual basis thereafter, Contractor may submit a request for a price adjustment based on Consumer Price Index and must provide justification with the request.

5. INVOICING AND PAYMENT

A. CONTRACTOR shall invoice OMNITRANS on a monthly basis no later than the 15th of each month. CONTRACTOR shall furnish information as may be requested by OMNITRANS to substantiate the validity of an invoice.

CONTRACTOR shall submit invoices in duplicate to:

OMNITRANS
1700 West Fifth Street
San Bernardino, CA 92411
Attn: Accounts Payable

Accountspayable@omnitrans.org

Contracts@omnitrans.org

A separate invoice shall be used for each shipment. Each invoice shall include, at minimum, the following information:

- Contract number
- Invoice number
- Description of delivery
- Delivery Date
- Total quantity delivered
- Information as requested by OMNITRANS

B. OMNITRANS shall remit payment within thirty (30) calendar days of approval of the invoices by OMNITRANS' Project Manager.

In the event OMNITRANS should overpay CONTRACTOR, such overpayment shall not be construed as a waiver of OMNITRANS' right to obtain reimbursement for the overpayment. Upon discovering any overpayment, either on its own or upon notice of OMNITRANS, CONTRACTOR shall immediately reimburse OMNITRANS the entire overpayment or, at its sole discretion, OMNITRANS may deduct such overpayment amount from monies due to CONTRACTOR under this Agreement or any other Agreement between OMNITRANS and CONTRACTOR.

C. TITLE

a. Title shall pass to Omnitrans at the time of payment.

b. The title transferred as above shall in each case be good, and free and clear from any and all security interests, liens, and/or other encumbrances.

c. The transfer of title as specified above shall not imply Acceptance by Omnitrans, nor relieve the Contractor from the responsibility for strict compliance with the Contract, including warranty as specified in the Article entitled Warranty of Work, and for any loss of or damage to the Work.

d. The Contractor at its own expense shall promptly execute, acknowledge, and deliver to the Omnitrans proper bills of sale or other written instruments of title in a form as required by Omnitrans; said instruments shall convey to the Omnitrans' title free and clear of debts, claims, liens, mortgages, taxes, and/or encumbrances.

e. Contractor shall have title to and bear the risk of any loss of or damage to Work purchased hereunder until they are delivered, unloaded, and received by Omnitrans at the FOB Destination specified herein. Contractor's responsibility for loss or damage except for loss or damage resulting from Contractor's negligence, shall cease when title passes to Omnitrans.

6. AUDIT AND INSPECTION OF RECORDS

CONTRACTOR agrees that OMNITRANS or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, employment records or other records relating to this Agreement. Such material, including all pertinent cost, accounting, financial records, and proprietary data must be kept and maintained by CONTRACTOR for a period of three (3) years after completion of this Agreement unless OMNITRANS' written permission is given to CONTRACTOR to dispose of material prior to this time.

7. NOTIFICATION

All notices hereunder concerning this Agreement and the Work to be performed shall be physically transmitted by courier, overnight, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To OMNITRANS:	To CONTRACTOR:
Omnitrans 1700 West Fifth Street San Bernardino, CA 92411 Attn: Christine Van Matre Contract Administrator	ID Industries, LLC 2755 E. Philadelphia Street Ontario, CA 91761 Attn: David E. McKeon Chief Operating Officer

8. OMNITRANS' AND CONTRACTOR'S REPRESENTATIVES

A. OMNITRANS' Project Manager

Contracting Officer: OMNITRANS' CEO/General Manager or his authorized designee who has authority to execute contracts on behalf of OMNITRANS.

Project Manager: Rick Barone, Materials Manager.

a. Except as expressly specified in this Agreement, the Contracting Officer may exercise any powers, rights and/or privileges that have been lawfully delegated by OMNITRANS. Nothing in this Agreement should be construed to bind OMNITRANS for acts of its officers, employees, and/or agents that exceed the delegation of authority specified herein.

b. The Contracting Officer has delegated to the Project Manager certain powers and duties in connection with this Agreement. The Project Manager is the authorized representative of the Contracting Officer for matters related to this Agreement. The Project Manager or his/her designee is empowered to:

1. Have general oversight of the Work and this Agreement, including the power to enforce compliance with this Agreement.

2. Reserve the right to remove any portion of the Work from CONTRACTOR which have not been performed to OMNITRANS' satisfaction.

3. Subject to the review and acceptance by OMNITRANS, negotiate with CONTRACTOR all adjustments pertaining to this Agreement for revision.

c. In addition to the foregoing, the Project Manager shall have those rights and powers expressly set forth in other sections of this Agreement.

B. **Contractor's Key Personnel**

The following are CONTRACTOR's key personnel and their associated roles in the Work to be provided:

Name	Role
Angel Martinez	Field Service Representative
_____	_____
_____	_____
_____	_____

Any propose/substitution or replacement by Contractor of Contractor's key personnel shall ensure that such person possesses the same or better expertise and experience than the key personnel being substituted or replaced. Omnitrans reserves the right to interview such person to ascertain and verify if such proposed substitution or replacement does in deed possess such expertise and experience.

OMNITRANS awarded this Agreement to CONTRACTOR based on OMNITRANS' confidence and reliance on the expertise of CONTRACTOR's key personnel described above. CONTRACTOR shall not reassign key personnel or assign other personnel to key personnel roles until CONTRACTOR obtains prior written approval from OMNITRANS.

9. DISPUTE RESOLUTION

Any disputes between the successful CONTRACTOR and OMNITRANS relating to the implementation or administration of the Contract shall be resolved in accordance with this section.

A. The parties shall first attempt to resolve the dispute informally in meetings or communications between proposer and OMNITRANS.

B. If the dispute remains unresolved fifteen (15) days after it first arises, proposer may request that Omnitrans' CEO/General Manager issue a recommended decision on the matter in dispute. Omnitrans' CEO/General Manager shall issue the recommended decision in writing and provide a copy to proposer.

C. If the dispute remains unresolved after review by Omnitrans' CEO/General Manager, either party may seek judicial resolution of the dispute in an appropriate Court of the State of California.

D. Pending final resolution of a dispute under this section, proposer shall proceed diligently with performance in accordance with the Contract and Omnitrans' CEO/General Manager's recommended decision.

10. TERMINATION FOR CONVENIENCE

OMNITRANS may terminate this Agreement in whole or in part for OMNITRANS' convenience. Omnitrans' CEO/General Manager shall terminate this Agreement by a written Notice of Termination to CONTRACTOR specifying the nature, extent, and effective date of the termination. Upon receipt of the notice of termination, CONTRACTOR shall immediately discontinue all Work affected and deliver all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process, to Omnitrans' CEO/General Manager. OMNITRANS shall make an equitable adjustment in the Agreement for Work already performed, but shall not allow anticipated profit on unperformed services. Force Majeure shall apply.

11. TERMINATION FOR BREACH OF AGREEMENT

A. If CONTRACTOR fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger timely performance of this Agreement, OMNITRANS may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to OMNITRANS within the time permitted by OMNITRANS, then OMNITRANS may terminate this Agreement due to CONTRACTOR's breach of this Agreement.

B. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then OMNITRANS may immediately terminate this Agreement.

C. If CONTRACTOR violates Section 28, Compliance with Lobbying Policies, of this Agreement, then OMNITRANS may immediately terminate this Agreement.

D. In the event OMNITRANS terminates this Agreement as provided in this Section, OMNITRANS may procure, upon such terms and in such manner as OMNITRANS may deem appropriate, Work similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to OMNITRANS for all of its costs and damages, including, but not limited, any excess costs for such Work.

E. All finished or unfinished documents and materials produced or procured under this Agreement shall become OMNITRANS' property upon date of such termination.

F. If, after notice of termination of this Agreement under the provisions of this Section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 10, Termination for Convenience.

G. The rights and remedies of OMNITRANS provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

12. ASSIGNMENT

This Agreement, any interest herein or claim hereunder, may not be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONTRACTOR, without the prior written consent of OMNITRANS. Consent by OMNITRANS shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

13. SUBCONTRACTING

OMNITRANS hereby consents to CONTRACTOR's subcontracting of portions of the Work to the parties identified below for the functions described in CONTRACTOR's proposal. CONTRACTOR shall include in each subcontract agreement the stipulation that CONTRACTOR, not OMNITRANS, is solely responsible for payment to the subcontractor for all amounts owing and that the subcontractor shall have no claim, and shall take no action against OMNITRANS, Member Agencies or officers, directors, employees or sureties thereof for nonpayment by CONTRACTOR.

CONTRACTOR shall not, without the express written consent of Omnitrans, either:

a. Substitute any person, firm, or corporation as subcontractor in place of the subcontractors identified below; or

b. Permit any subcontract to be assigned or transferred; or

c. Allow work to be performed by anyone other than the original subcontractor listed below.

Subcontractor's Name and Address	Work to Be Performed
N/A	

14. INDEPENDENT CONTRACTOR

CONTRACTOR's relationship to OMNITRANS in the performance of this Agreement is that of an independent Contractor. CONTRACTOR's personnel performing Work under this Agreement shall at all times be under CONTRACTOR's exclusive direction and control and shall be employees of CONTRACTOR and not employees of OMNITRANS. CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

15. INSURANCE

A. INSURANCE REQUIREMENTS

1) **General Requirements for Contractor**

   a. Without limiting or diminishing the Contractor's obligation to indemnify or hold Omnitrans harmless, Contractor shall procure, prior to commencement of the services required under this contract and maintain for the duration of the contract at its own expense, insurance of the kinds and in the amounts as indicated below;

   b. Provide Omnitrans with valid original certificates of insurance and endorsements showing Omnitrans as an additional insured.

2) **Deductibles or Self-Insured Retention (SIR)**

   SIR must be declared to and approved by Omnitrans. At the option of Omnitrans, either: the insurer shall reduce or eliminate such deductibles or SIR or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

3) **Other Insurance Provisions**

   a. Commercial General Liability and Automobile Liability

   Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and

completed operations liability, personal and advertising injury covering claims which may arise from or out of Contractor's performance of its obligations hereunder and if Contractor's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used. Policy shall name Omnitrans, its officers, officials, employees, agents and volunteers as additional insured as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations of the scope of protection afforded Omnitrans, its officers, officials, employees, agents, and volunteers.

1. For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects Omnitrans, its officers, officials, employees, agents, and volunteers. Any insurance and/or deductibles and/or self-insured retentions or self-insured programs maintained by Omnitrans, its officers, officials, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not be construed as contributory.
2. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Omnitrans.

b. Workers' Compensation

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of Omnitrans and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

c. Care, Custody, and Control

Contractor shall insure any Omnitrans property while under its Care, Custody, and Control according to the requirements listed in the insurance coverage required.

4) **Acceptability of Insurers**

Insurance companies shall be State of California admitted or approved and have a current **A.M. Best's** rating of no less than **A:VIII.**

5) **Verification of Coverage**

a. Contractor shall furnish Omnitrans with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All insurance certificates and endorsements are to be received and approved by Omnitrans before work commences.

b. As an alternative, Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

c. In lieu of purchasing insurance and providing original endorsements and or certificates of insurance, the Contractor may provide proof of self-insurance; such proof must be to the satisfaction of Omnitrans.

6) **Subcontractors**

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

7) **Notification of Terminated Insurance**

Insurance shall not be terminated or expire without thirty (30) days written notice, and are required to be maintained in force until completion of the contract.

B. **MINIMUM INSURANCE COVERAGE**

If the Contractor maintains broader coverage and/or higher limits than the minimum requirements shown below, Omnitrans requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

1) ☒ **Commercial General Liability including Products/Completed Operations:** $1,000,000; per occurrence for bodily and property

damage liability and $2,000,000 aggregate; *Omnitrans named and endorsed as an Additional Insured.*

2) ☒ **Automobile Liability:** $1,000,000; per occurrence for bodily and property damage liability and aggregate; *Omnitrans named and endorsed as an Additional Insured.*

3) ☐ **Errors and Omissions Liability:** $1,000,000; combined single limit bodily and property damage liability per occurrence and $ 3,000,000 aggregate or,

4) ☐ **Professional Liability:** $1,000,000; per occurrence and aggregate.

5) ☒ **Workers' Compensation:** statutory limits or,

6) ☐ **Self Insurance Program:** a State Approved program in an amount and form that meets all applicable requirements of the Labor Code of the State of California.

7) ☒ **Employer's Liability**: $1,000,000; per occurrence.

8) ☐ **Environmental Liability:** $1,000,000; per occurrence and aggregate; *Omnitrans named and endorsed as an Additional Insured.*

9) ☐ **Umbrella Policy:** $4,000,000; per occurrence and aggregate Additional coverage for the above policies, *Omnitrans Additional Insured.*

10) ☐ All drivers making deliveries of products specified on this solicitation shall have Hazardous Materials Endorsements on their Commercial Driver's License, and such other Endorsements as may be required by relevant laws and/or regulations.

16. INDEMNITY

CONTRACTOR shall indemnify, defend and hold harmless OMNITRANS, and its member agencies, and their officers, directors, employees and agents from and against any and all liability, expense (including, but not limited to, defense costs and attorneys' fees), claims, causes of action, and lawsuits for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage (including property of CONTRACTOR) arising from or connected with any alleged act and/or omission of CONTRACTOR, its officers, directors, employees, agents, Subcontractors or suppliers. This indemnity shall survive termination or expiration of this Agreement and/or final payment thereunder.

17. REVISIONS IN SCOPE OF WORK

By written notice or order, OMNITRANS may, from time to time, order work suspension or make changes to this Agreement. Changes in the Work shall be

mutually agreed to and incorporated into an amendment to this Agreement. Upon execution of an amendment, CONTRACTOR shall perform the Work, as amended.

18. RIGHTS IN TECHNICAL DATA

A. No material or technical data prepared by CONTRACTOR under this Agreement is to be released by CONTRACTOR to any other person or entity except as necessary for the performance of the Work. All press releases or information concerning the Work that might appear in any publication or dissemination, including but not limited to, newspapers, magazines, and electronic media, shall first be authorized in writing by OMNITRANS.

B. The originals of all letters, documents, reports and other products and data produced under this Agreement shall become the property of OMNITRANS without restriction or limitation on their use and shall be made available upon request to OMNITRANS at any time. Original copies of such shall be delivered to OMNITRANS upon completion of the Work or termination of the Work. CONTRACTOR shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the prior written approval of OMNITRANS. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

19. OWNERSHIP OF REPORTS AND DOCUMENTS

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

20. OWNERSHIP RIGHTS

A. In the event OMNITRANS rightfully obtains copies of Proprietary Data under the terms of the separate License Agreement and Escrow Agreement that govern rights in Documentation, Software and Intellectual Property created and/or developed by Contractor, its Third Party Software Contractors and its Suppliers as part of the Project, any derivative works and associated documentation created by or on behalf of OMNITRANS by Permitted Programmers (as defined in the License Agreement) shall be the sole and exclusive property of OMNITRANS (collectively, "OMNITRANS Intellectual Property"), and OMNITRANS may use, disclose and exercise dominion and full rights of ownership, in any manner in

OMNITRANS Intellectual Property in connection with the use, operation and maintenance of a transportation system administered by OMNITRANS. No use of OMNITRANS Intellectual Property shall be made for any purpose other than in conjunction with a transportation system administered by CONTRACTOR, and OMNITRANS shall not sell, lease, rent, give away or otherwise disclose any OMNITRANS Intellectual Property to any outside third party other than Permitted Programmers. To the extent there may be any question of rights of ownership or use in any OMNITRANS Intellectual Property, Contractor shall require all of its subcontractors and suppliers (including without limitation its Third Party Software Contractors) to assign to OMNITRANS, all worldwide right, title and interest in and to all OMNITRANS Intellectual Property in a manner consistent with the foregoing terms of this paragraph. Contractor shall execute any documents as OMNITRANS may from time to time reasonably request to effectuate the terms of this paragraph.

B. All documentation and Software which predates this Contract and which otherwise owned by Contractor or its Third Party Software Contractors, and all Documentation and Software which is created by Contractor or its Third Party Software Contractors shall be Licensed Software or Licensed Documentation, as appropriate. All Licensed Software and Licensed Documentation shall be governed by the License Agreement by and between the parties of event date herewith.

21. WORK FOR HIRE

Any work created or produced as a part of this Agreement that may be defined under Section 101, Title 17, USC will be considered "work for hire" as it pertains to ownership rights. CONTRACTOR, by his/her endorsement hereon agrees that all rights to any work(s) created or produced are waived, and that ownership rests with OMNITRANS. CONTRACTOR further agrees to ensure transfer of all rights to such work(s), as defined under federal copyright law, that may be created or produced under this Agreement by its suppliers, contractors or subcontractors.

22. SUBMITTAL OF CLAIMS BY CONTRACTOR

CONTRACTOR shall file any and all claims with OMNITRANS' Project Manager in writing within thirty (30) days of the event or occurrence giving rise to the claim. The claim shall be in sufficient detail to enable OMNITRANS to ascertain the claim's basis and amount, and shall describe the date, place and other pertinent circumstances of the event or occurrence giving rise to the claim and the indebtedness, obligation, injury, loss or damages allegedly incurred by CONTRACTOR.

Even though a claim may be filed and/or in review by OMNITRANS, CONTRACTOR shall continue to perform in accordance with this Agreement.

23. EQUAL OPPORTUNITY

CONTRACTOR shall not discriminate against, or grant preferential treatment to, any individual or group, or any employee or applicant for employment because of race, age, religion, color, ethnicity, sex, national origin, ancestry, physical disability, mental disability, political affiliation, sexual orientation, marital status or other status protected by law. CONTRACTOR shall take action to ensure that applicants and employees are treated without regard to the above.

24. STANDARD OF PERFORMANCE

A. CONTRACTOR shall perform and exercise, and require its subcontractors to perform and exercise due professional care and competence in the performance of the Work in accordance with the requirements of this Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, completeness and coordination of the Work, it being understood that OMNITRANS will be relying upon such professional quality, accuracy, completeness and coordination in utilizing the Work. The foregoing obligations and standards shall constitute the "Standard of Performance" for purposes of this Agreement. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

B. All workers shall have sufficient skill and experience to perform the Work assigned to them. OMNITRANS shall have the right, at its sole discretion, to require the immediate removal of CONTRACTOR's personnel at any level assigned to the performance of the Work at no additional fee or cost to OMNITRANS, if OMNITRANS considers such removal in its best interests and requests such removal in writing and such request is not done for illegal reasons. Further, an employee who is removed from performing Work under this Agreement under this Article shall not be re-assigned to perform Work in any other capacity under this Agreement without OMNITRANS' prior written approval.

25. NOTIFICATION OF EMPLOYMENT OF OMNITRANS BOARD MEMBERS/ALTERNATES AND EMPLOYEES

To ensure compliance with OMNITRANS' Ethics Policy, CONTRACTOR shall provide written notice to OMNITRANS disclosing the identity of any individual who CONTRACTOR desires to employ or retain under a contract, and who (1) presently serves as a Board Member/Alternate or an employee of OMNITRANS, or (2) served as a Board Member/Alternate or an employee of OMNITRANS within the previous 12 months of the date of the proposed employment or retention by CONTRACTOR. CONTRACTOR's written notice shall indicate whether the individual will be an officer, principal or shareholder of the entity and/or will participate in the performance of this Agreement.

26. DISQUALIFYING POLITICAL CONTRIBUTIONS

In the event of a proposed amendment to this Agreement, CONTRACTOR shall provide prior to the execution of such amendment, a written statement disclosing any contribution(s) of $250 or more made by CONTRACTOR or its subcontractor(s) to Omnitrans Board Members/Alternates or employees within the preceding twelve (12) months of the date of the proposed amendment. Applicable contributions include those made by any agent/person/entity on behalf of CONTRACTOR or subcontractor(s).

27. COMPLIANCE WITH LAW

A. CONTRACTOR shall familiarize itself with and perform the Work required under this Agreement in conformity with requirements and standards of OMNITRANS, municipal and public agencies, public and private utilities, special districts, and railroad agencies whose facilities and work may be affected by Work under this Agreement. CONTRACTOR shall also comply with all Federal, state and local laws and ordinances.

B. Government regulations that directly affect the CONTRACTOR'S performance of this contract and unforeseen impacts, which neither party could have contemplated at the onset of the contract and have an unconscionable impact on the CONTRACTOR may be given special pricing consideration. The parties, in good faith, shall review established rates and may adopt any mutually agreed new rates, which shall only be effective as agreed upon by the parties. Thorough documentation including all cost elements is required to support the Contractor's claim to any relief under this clause.

28. COMPLIANCE WITH LOBBYING POLICIES

A. CONTRACTOR agrees that if it is a Lobbyist Employer or if it has retained a Lobbying Firm or Lobbyist, as such terms are defined by OMNITRANS in its Ethics Policy, it shall comply or ensure that its Lobbying Firm and Lobbyist complies with OMNITRANS' Ethics Policy.

B. If CONTRACTOR (Lobbyist Employer) or its Lobbying Firm or Lobbyist fails to comply, in whole or in part, with OMNITRANS' Ethics Policy, such failure shall be considered a material breach of this Agreement and OMNITRANS shall have the right to immediately terminate or suspend this Agreement.

29. PUBLIC RECORDS ACT

A. All records, documents, drawings, plans, specifications and other material relating to conduct of OMNITRANS' business, including materials submitted by CONTRACTOR in its proposal and during the course of performing the Work under this Agreement, shall become the exclusive

property of OMNITRANS and may be deemed public records. Said materials may be subject to the provisions of the California Public Records Act. OMNITRANS' use and disclosure of its records are governed by this Act.

B. OMNITRANS will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of trade secret, confidential or proprietary. OMNITRANS will accept materials clearly and prominently labeled "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY" as determined by CONTRACTOR. OMNITRANS will endeavor to notify CONTRACTOR of any request of the disclosure of such materials. Under no circumstances, however, will OMNITRANS be liable or responsible for the disclosure of any labeled materials whether the disclosure is required by law or a court order or occurs through inadvertence, mistake or negligence on the part of OMNITRANS or its officers, employees and/or contractors.

C. In the event of litigation concerning the disclosure of any material submitted by CONTRACTOR, OMNITRANS' sole involvement will be as a stake holder, retaining the material until otherwise ordered by a court. CONTRACTOR, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the materials, and shall defend, indemnify and hold OMNITRANS harmless from all costs and expenses, including attorneys' fees, in connection with such action.

30. WAIVER/INVALIDITY

No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of the provision, or of any other breach of the provision of the Agreement. Failure of either party to enforce any provision of this Agreement at any time shall not be construed as a waiver of that provision.

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

31. FORCE MAJEURE

Performance of each and all CONTRACTOR's and OMNITRANS' covenants herein shall be subject to such delays as may occur without CONTRACTOR's or OMNITRANS' fault from acts of God, strikes, riots, or from other similar causes beyond CONTRACTOR's or OMNITRANS' control.

32. CONFIDENTIALITY

CONTRACTOR agrees that for and during the entire term of this Agreement, any information, data, figures, records, findings and the like received or generated by CONTRACTOR in the performance of this Agreement, shall be considered and

kept as the private and privileged records of OMNITRANS and will not be divulged to any person, firm, corporation, or other entity except on the direct prior written authorization of OMNITRANS. Further, upon expiration or termination of this Agreement for any reason, CONTRACTOR agrees that it will continue to treat as private and privileged any information, data, figures, records, findings and the like, and will not release any such information to any person, firm, corporation or other entity, either by statement, deposition, or as a witness, except upon direct prior written authority of OMNITRANS.

33. CONTRACTOR'S INTERACTION WITH THE MEDIA AND THE PUBLIC

A. OMNITRANS shall review and approve in writing all OMNITRANS related copy proposed to be used by CONTRACTOR for advertising or public relations purposes prior to publication. CONTRACTOR shall not allow OMNITRANS related copy to be published in its advertisements and public relations programs prior to receiving such approval. CONTRACTOR shall ensure that all published information is factual and that it does not in any way imply that OMNITRANS endorses CONTRACTOR's firm, service, and/or product.

B. CONTRACTOR shall refer all inquiries from the news media to OMNITRANS, and shall comply with the procedures of OMNITRANS' Public Affairs staff regarding statements to the media relating to this Agreement or the Work.

C. If CONTRACTOR receives a complaint from a citizen or the community, CONTRACTOR shall inform OMNITRANS as soon as possible and inform OMNITRANS of any action taken to alleviate the situation.

D. The provisions of this Article shall survive the termination or expiration of this Agreement.

34. GOVERNING LAW

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California, and the proper venue of any action brought hereunder is and shall be the County of San Bernardino, California.

35. MODIFICATIONS TO AGREEMENT

Unless specified otherwise in the Agreement, this Agreement may only be modified by written mutual consent evidenced by signatures of representatives authorized to enter into and modify the Agreement. In order to be effective, amendments may require prior approval by OMNITRANS' Board of Directors, and in all instances require prior signature of an authorized representative of OMNITRANS.

36. LICENSING, PERMITS AND INSPECTION COSTS

A. The CONTRACTOR warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, and the County of San Bernardino, the Local Jurisdictions, and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of the Agreement. Further, FIRM warrants that its employees, agents, and contractors and subcontractors shall conduct themselves in compliance with such laws and licensure requirements including, without limitation, compliance with laws applicable to nondiscrimination, sexual harassment and ethical behavior throughout the duration of this Agreement. CONTRACTOR further warrants that it shall not retain or employ an unlicensed subcontractor to perform work on this Project. CONTRACTOR shall notify OMNITRANS immediately and in writing of its employees', agents', contractors' or subcontractors' inability to obtain or maintain, irrespective of the pendency of any appeal, any such licenses, permits, approvals, certificates, waivers, exemptions. Such inability shall be cause for termination of this Agreement.

B. CONTRACTOR shall procure all permits and licenses; pay all charges, assessments and fees, as may be required by the ordinances and regulations of the public agencies having jurisdiction over the areas in which the work is located, and shall comply with all the terms and conditions thereof and with all lawful orders and regulations of each such public agency relating to construction operations under the jurisdiction of such agency.

37. PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, and any and all of its Amendments, Appendices, Exhibits and Attachments; (2) provisions of IFB-MNT18-06 and any and all of its Addenda, Appendices, Exhibits and Attachments; and (3) CONTRACTOR's bid dated May 17, 2017.

38. ENTIRE AGREEMENT

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between OMNITRANS and CONTRACTOR and supersedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date shown below, and effective on the date first hereinabove written.

OMNITRANS	CONTRACTOR
	Company name: WASTE BUILT ENVIRONMENTAL SOLUTIONS, LLC DBA: ID Industries, llc
	DE MK
P. Scott Graham	Name: DAVID E. McKEON
CEO/General Manager	Title: C.O.O.
	5-16-2017
Date	Date

Federal Tax I.D. No. 37-1777652

IDP DF

CM___

Attachment C - Unit Pricing
MNT18-06C

Iten Num	Item Code	Description	Unit Price
10	218145	FILTER KIT,SR1564,SR1677 VOITH TRANS	$16.23

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WARRANTY CLAIM PROCEDURE (REQUIRED)

Submit this form with the BID, failure to do so is grounds for disqualification.

Please provide an explanation of the Warranty Claim Procedure for exchange, replacement and reimbursement of repair costs. You may use the space below to explain or you may attach a copy of written procedures to this packet. Any attachment must be clearly marked as "Warranty Claim Procedure" to be considered responsive.

Please complete the attached warranty claim form and email to warranty@idindustries.com

WARRANTY CLAIM FORM

Please fill out form completely

Date

Order/Invoice or Customer PO# with which defective part was purchased

Defective Part Number | Part S/N

Date of Install | Date of Fail

Description of Failure

VIN

Application (Truck Manufacturer)

Vehicle Year | Vehicle Make | Vehicle Model

Vehicle Vocation/Use ☐ Off-road ☐ Regional ☐ P&D ☐ Line Haul

Engine Make | Engine Model | Engine Serial #

Type of Cab ☐ Conventional ☐ COE ☐ Other

Does vehicle have power take off? ☐ Yes ☐ No

Mileage at Install | Mileage at Fail

Labor (if applicable)

Do you want part back if denied? ☐ Yes ☐ No

If yes, please provide account number to have it shipped back under _____ (UPS/Fedex Account #)

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CURRENT CLIENT REFERENCES. MINIMUM OF FIVE (5) REQUIRED

Submit this form with the BID/Proposal, with valid contact information, failure to do so is grounds for disqualification.

Company	City of Ontario
Address	1429 S. Bon View Ave
City, ST, Zip	Ontario, CA 91764
Phone Numbers/Email	909-395-2649 / jmall@ci.ontario.ca.us
Contact Name/Title	James Hall / Procurement
Type of Engagement	Providing Parts for trucks/Solid waste department
Company	City of Redlands
Address	35 Cajon St.
City, ST, Zip	Redlands, CA 92373
Phone Numbers/Email	909-798-7655 / monica.duran@cityofredlands.org
Contact Name/Title	Monica Duran / Purchaser
Type of Engagement	Providing Parts for trucks
Company	Waste Management
Address	1001 Fannin Ste 4000
City, ST, Zip	Houston TX 77002
Phone Numbers/Email	713-394-5164 / dmicic@wm.com
Contact Name/Title	Dan Micic / Procurement Manager
Type of Engagement	Providing Parts for trucks - National Acct
Company	Los Angeles County MTA
Address	PO Box 512296
City, ST, Zip	Los Angeles, CA 90051
Phone Numbers/Email	213-922-1035 / CummingsJ@metro.net
Contact Name/Title	Joanne Cummings / Purchasing Manager
Type of Engagement	Providing parts for buses
Company	Republic Services Inc
Address	18500 North Allied Way 100
City, ST, Zip	Phoenix, AZ 85054
Phone Numbers/Email	480-627-2700 / LSullivan@republicservices.com
Contact Name/Title	Lonnie Sullivan
Type of Engagement	Providing Parts for trucks - National Acct
Bidder's/Proposer's Company Name	ID Industries, llc
Legal Structure (corp./partner/proprietor)	Limited Liability Company
Principle Office Address	2755 E Philadelphia St.
City, ST, Zip	Ontario, CA 91761
Phone Number and E-Mail	800-9161-43246 / agraham@wastebuilt.com
Federal Employer Identification Number	37-1777652
Title of Person Authorized to Sign	Director of Sales
Print Name of Person Authorized to Sign	Allen Graham
Date Signed and Authorized Signature	5/15/17

Rev08172016

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NOT ON EXCLUDED PARTIES LIST SYSTEM (REQUIRED)

Submit this form with the BID, failure to do so is grounds for disqualification.

The Bidder certifies that it is NOT on the Excluded Parties List System of ineligible firms for federally financed and assisted construction, materials, equipment contracts or services.

Bidder's Company Name	ID Industries, llc
Legal Structure (corp./partner/proprietor)	Limited Liability Company
Principle Office Address	2755 E Philadelphia St.
City, ST, Zip	Ontario, CA 91761
Phone Number	800-961-4346
Fax Number	909-590-7052
E-Mail	agraham@wastebuilt.com
Federal Employer Identification Number	37-1777652
Title of Person Authorized to Sign	Director of Sales
Print Name of Person Authorized to Sign	Allen Graham
Date Signed and Authorized Signature	5/15/17

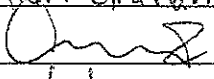
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DECLARATION OF NON-COLLUSION (REQUIRED)

Submit this form with the BID, failure to do so is grounds for disqualification.

I hereby declare (or affirm) under penalty of perjury that:

1. I am the bidder (if the bidder is an individual), a partner in the bid (if the bidder is a partnership), or an officer or employee of the bidding corporation and have authority to sign on its behalf (if the bidder is a corporation);
2. The bidder has independently produced the attached bid(s) without collusion, agreement, understanding or planned common course of action, with any other source, that would limit independent bidding competition;
3. The contents of the bid(s) have not been communicated by the bidder and or its employees and or agents to any person not an employee and or agent of the bidder and or its surety, on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid, and
4. I have fully informed myself regarding the accuracy of the statements made in this declaration.

Bidder's Company Name	ID Industries, llc
(corp./partnership/sole proprietor)	Limited Liability Company
Principle Office Address	2755 E Philadelphia St
City, ST, Zip	Ontario, CA 91761
Phone Number	800-461-4346
Fax Number	909-590-7052
E-mail Number	agraham@wastebuilt.com
Federal Employer I.D. Number	37-1777652
Title of Person Authorized to Sign	Director of Sales
Print Name Authorized to Sign	Allen Graham
Authorized Signature	
Date Signed	5/15/17

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DEBARMENT, SUSPENSION, & OTHER RESPONSIBILITY MATTERS
(REQUIRED >$25,000)

Submit this form with BID, failure to do so is grounds for disqualification.

One (1) form required of each bidder and subcontractor having greater than a $25,000 share of the bid. U.S. Code, Title 31, § 6101 note and U.S. DOT regulations on "Debarment and Suspension," 49 C.F.R. Part 29.

The Participant (the bidder and potential contractor or potential subcontractor for a third party contract) certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

An explanation must be attached to this certification regarding any exception(s).

The Primary Participant certifies that it has authority under State and local laws to comply with the subject assurances, the truthfulness and accuracy of the contents of this certification, any attached explanation submitted herewith, understands the applicability of 31 U.S.C. Sections 3801 *Et. Seq.* and that this certification has been legally made.

Bidder's Company Name	ID Industries, llc
Legal Structure (corp./partner/proprietor)	Limited Liability Company
Select One	☑ Prime or ☐ Subcontractor (submit after award)
Principle Office Address	2755 E Philadelphia St.
City, ST, Zip	Ontario, CA 91761
Phone Number	800-961-4346
Fax Number	909-590-7052
E-Mail	agraham@wastebuilt.com
Federal Employer Identification Number	37-1777652
Title of Person Authorized to Sign	Director of Sales
Print Name of Person Authorized to Sign	Allen Graham
Date Signed and Authorized Signature	5/15/17

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LIST OF SUBCONTRACTORS AND *DBES* (REQUIRED >½ OF 1% SHARE OF BID)

Submit this form with the BID/Proposal, failure to do so is grounds for disqualification.

One (1) form required of each bidder and proposed subcontractor having greater than ½ of 1% share of the bid. Government Code § 4100 on, "Subletting and Subcontract Fair Practices Act".

Company N/A
Address
City, ST, Zip
Phone Numbers/Email
Contact Name/Title
Type of Engagement
Type of work to be performed
Dollar value of participation DBE qualified? Yes ☐ No ☐

Company
Address
City, ST, Zip
Phone Number
Contact Name/Title
Type of Engagement
Type of work to be performed
Dollar value of participation DBE qualified? Yes ☐ No ☐

Company
Address
City, ST, Zip
Phone Number
Contact Name/Title
Type of Engagement
Type of work to be performed
Dollar value of participation DBE qualified? Yes ☐ No ☐

Total DBE participation Dollars % of Total Contract

Bidder's/Proposer's Company Name ID Industries LLC
Legal Structure (corp./partner/proprietor) Limited liability Company
Principle Office Address 2755 E Philadelphia St
City, ST, Zip Ontario, CA 91761
Phone Number and E-Mail 800-961-4346 / agraham@wastebuilt.com
Federal Employer Identification Number 37-1777652
Title of Person Authorized to Sign Director of Sales
Print Name of Person Authorized to Sign Allen Graham
Date Signed and Authorized Signature 5/15/17

DUPLICATE THIS FORM AS NECESSARY TO COMPLETE LIST (SIGN LAST ONE)

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PROPOSED DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

This form must be submitted with the BID, to have it considered during BID evaluation. The bidder intends to utilize the following DBE contractors on this project. Signature of participating DBE is confirmation of willingness to participate on this project.

Company N/A
Address
City, ST, zip
Phone Number
Fax Number
Contact Name
Type of work to be performed
Dollar value of participation
Signature of participating DBE

Company
Address
City, ST, zip
Phone Number
Fax Number
Contact Name
Type of work to be performed
Dollar value of participation
Signature of participating DBE

Company
Address
City, ST, zip
Phone Number
Fax Number
Contact Name
Type of work to be performed
Dollar value of participation
Signature of participating DBE

Company
Address
City, ST, zip
Phone Number
Fax Number
Contact Name
Type of work to be performed
Dollar value of participation
Signature of participating DBE

(DUPLICATE THIS FORM AS REQUIRED)

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RESTRICTIONS ON LOBBYING (REQUIRED >$100,000)

Submit this form before final contract award, failure to do so is grounds for disqualification.

One form required of bidder and subcontractor having greater than a $100,000 share of the bid. 31 U.S.C., § 1352 and U.S. DOT regulations on "New Restrictions on Lobbying," 49 C.F.R. Part 20.

Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operation Service Contract/Turnkey contracts.

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all tiers shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, as signed below, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Bidder's Company Name	FD Industries, llc
Legal Structure (corp./partner/proprietor)	Limited Liability Company
Select One	☑ Prime or ☐ Subcontractor (submit after award)
Principle Office Address	2755 E Philadelphia St
City, ST, Zip	Ontario, CA 91761
Phone Number	800-961-2346
Fax Number	909-590-7052
E-Mail	agraham@wastebuilt.com
Federal Employer Identification Number	37-1777652
Title of Person Authorized to Sign	Director of Sales
Print Name of Person Authorized to Sign	Allen Graham
Date Signed and Authorized Signature	5/15/17

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STATUS OF PAST AND PRESENT CONTRACTS FORM (REQUIRED)

Submit this form with the PROPOSAL, failure to do so is grounds for disqualification.

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

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

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

Project city/agency/other: N/A

Contact Name: _____ Phone: _____

Project Award Date: _____ Original Contract Value: _____

Term of Contract: _____

(1) Litigation, claims, settlements, arbitrations, or investigations associated with contract:

(2) Summary and Status of contract:

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(3) Summary and Status of action identified in (1):

(4) Reason for termination, if applicable:

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

Proposer's Company Name	ID Industries, llc
Legal Structure (corp./partner/proprietor)	Limited Liability Company
Principle Office Address	2755 E. Philadelphia St.
City, ST, Zip	Ontario, CA 91761
Phone Number	800-961-4346
Fax Number	909-590-7052
E-Mail	agraham@wastekult.com
Federal Employer Identification Number	39-1777652
Title of Person Authorized to Sign	Director of Sales
Print Name of Person Authorized to Sign	Allen Graham
Date Signed and Authorized Signature	5/15/17

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WARRANTY CLAIM PROCEDURE (REQUIRED)

Submit this form with the BID, failure to do so is grounds for disqualification.

Please provide an explanation of the Warranty Claim Procedure for exchange, replacement and reimbursement of repair costs. You may use the space below to explain or you may attach a copy of written procedures to this packet. Any attachment must be clearly marked as "Warranty Claim Procedure" to be considered responsive.

Please complete the attached warranty claim form and email to warranty@idindustries.com

WARRANTY CLAIM FORM

Please fill out form completely

Date

Order/Invoice or Customer PO# with which defective part was purchased

Defective Part Number | Part S/N

Date of Install | Date of Fail

Description of Failure

VIN

Application (Truck Manufacturer)

Vehicle Year | Vehicle Make | Vehicle Model

Vehicle Vocation/Use ☐ Off-road ☐ Regional ☐ P&D ☐ Line Haul

Engine Make | Engine Model | Engine Serial #

Type of Cab ☐ Conventional ☐ COE ☐ Other

Does vehicle have power take off? ☐ Yes ☐ No

Mileage at Install | Mileage at Fail

Labor (if applicable)

Do you want part back if denied? ☐ Yes ☐ No

If yes, please provide account number to have it shipped back under _____ (UPS/Fedex Account #)

CONTRACT AGREEMENT

between

CONTRACTOR EM EL, INC. dba M L Filters 13891 Oaks Avenue Chino, California 91710 (hereinafter "CONTRACTOR") Telephone: (909) 627-3635 Email: info@mlfilters.com	**CONTRACT DOCUMENTS** **CONTRACT NO. MNT18-06D** **BUS FILTERS**
And	Contract Amount: $86,000
Omnitrans 1700 West Fifth Street San Bernardino, CA 92411 (hereinafter "OMNITRANS")	Omnitrans Project Manager: Name: Rick Barone Title: Materials Manager Telephone: (909) 379-7204 Email: rick.barone@omnitrans.org Contract Administrator: Name: Christine Van Matre Title: Contract Administrator Telephone: (909) 379-7122 Email: christine.vanmatre@omnitrans.org

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ATTACHMENT A – SCOPE OF WORK

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This Agreement is made and entered into as of this ___ day of _____, and between Omnitrans (hereinafter referred to as "OMNITRANS") and EM EL, Inc. dba M L Filters (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, OMNITRANS is a joint powers authority organized under Section 6500 et seq. of the California Government Code with power to contract for services described in Attachment A to this Agreement entitled "Attachment A, Scope of Work" (hereinafter referred to as "Work");

WHEREAS, CONTRACTOR has indicated it is qualified to perform such services and (1) has reviewed all the available data furnished by OMNITRANS pertinent to the Work to be rendered; (2) has inspected and reviewed the Work to be rendered; (3) will exercise the ordinary care and skill expected of a practitioner in its profession; and (4) is willing to accept responsibility of performing the Work set forth in this Agreement for the compensation and in accordance with the terms, requirements and conditions herein specified;

NOW, THEREFORE, for the consideration hereinafter stated, the parties agree as follows:

1. SCOPE OF WORK

A. CONTRACTOR will perform the Work and related tasks as described in Attachment A, Scope of Work hereto and is incorporated by reference into and made a part of this Agreement.

B. This is a non-exclusive Agreement, whereby OMNITRANS may, at its sole discretion, augment or supplant the Work with its own forces or forces of another contractor or entity. CONTRACTOR will cooperate fully with OMNITRANS' staff or other contractor or entity that may be providing similar or the same Work for OMNITRANS.

2. PERIOD OF PERFORMANCE

The term of this Agreement shall be from the date of execution of this Agreement and continue in effect through _____, unless terminated as specified in Section 10 and 11 of this Agreement. Omnitrans has no obligation to purchase any specified amount of products/services. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

Omnitrans' election to extend the Agreement beyond the Initial Term shall not diminish its right to terminate the Agreement for Omnitrans' convenience or CONTRACTORS default as provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period extended from through _____, which period encompasses the Initial Term and the Option Year One and Option Year Two.

3. CONTRACT OPTIONS

A. Omnitrans will have the unilateral right in the contract by which, for a specified time, Omnitrans may elect to purchase additional services called for by the contract, or may elect to extend the term of the contract. The requirements below apply:

1) Any options that were requested by Omnitrans and/or contained in the Contractor's PROPOSAL or offer must have been evaluated in making the contract award prior to exercising any such options.

2) Since Contractor's proposed pricing for the option years and additional services are considered in evaluating the Contractor's original proposal and form the basis for awarding the contract, Contractor shall be bound by the proposal pricing for additional services and/or option years, unless otherwise provided herein.

B. Omnitrans will provide a minimum of thirty days (30) written notice to the Contractor of Omnitrans' exercise of its option to extend the contract years. Omnitrans may give notice of its exercise of the option for additional services at any time during the term of the contract. The minimum time for the written notice may be waived by mutual agreement.

4. COMPENSATION

A. For CONTRACTOR's full and complete performance of its obligations under this Agreement, OMNITRANS shall pay CONTRACTOR on a FIXED PRICE basis at the fully burdened fixed rates shown in Attachment C, and subject to the maximum cumulative payment obligation.

B. OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed Eight-Six Thousand Dollars ($86,000), including all amounts payable to CONTRACTOR for all costs, including but not limited to direct labor, other direct costs, subcontracts, indirect costs including, but not limited to, leases, materials, taxes, insurance, and profit.

C. If during the course of the contract Omnitrans requires different parts other than those covered by this contract, pricing for such parts will be negotiated separately.

D. Contractor shall hold pricing firm for the duration of the three year base contract term. On an annual basis thereafter, Contractor may submit a request for a price adjustment based on Consumer Price Index and must provide justification with the request.

5. INVOICING AND PAYMENT

A. CONTRACTOR shall invoice OMNITRANS on a monthly basis no later than the 15th of each month. CONTRACTOR shall furnish information as may be requested by OMNITRANS to substantiate the validity of an invoice.

CONTRACTOR shall submit invoices in duplicate to:

OMNITRANS
1700 West Fifth Street
San Bernardino, CA 92411
Attn: Accounts Payable

Accountspayable@omnitrans.org

Contracts@omnitrans.org

A separate invoice shall be used for each shipment. Each invoice shall include, at minimum, the following information:

- Contract number
- Invoice number
- Description of delivery
- Delivery Date
- Total quantity delivered
- Information as requested by OMNITRANS

B. OMNITRANS shall remit payment within thirty (30) calendar days of approval of the invoices by OMNITRANS' Project Manager.

In the event OMNITRANS should overpay CONTRACTOR, such overpayment shall not be construed as a waiver of OMNITRANS' right to obtain reimbursement for the overpayment. Upon discovering any overpayment, either on its own or upon notice of OMNITRANS, CONTRACTOR shall immediately reimburse OMNITRANS the entire overpayment or, at its sole discretion, OMNITRANS may deduct such overpayment amount from monies due to CONTRACTOR under this Agreement or any other Agreement between OMNITRANS and CONTRACTOR.

C. TITLE

a. Title shall pass to Omnitrans at the time of payment.

b. The title transferred as above shall in each case be good, and free and clear from any and all security interests, liens, and/or other encumbrances.

c. The transfer of title as specified above shall not imply Acceptance by Omnitrans, nor relieve the Contractor from the responsibility for strict compliance with the Contract, including warranty as specified in the Article entitled Warranty of Work, and for any loss of or damage to the Work.

d. The Contractor at its own expense shall promptly execute, acknowledge, and deliver to the Omnitrans proper bills of sale or other written instruments of title in a form as required by Omnitrans; said instruments shall convey to the Omnitrans' title free and clear of debts, claims, liens, mortgages, taxes, and/or encumbrances.

e. Contractor shall have title to and bear the risk of any loss of or damage to Work purchased hereunder until they are delivered, unloaded, and received by Omnitrans at the FOB Destination specified herein. Contractor's responsibility for loss or damage except for loss or damage resulting from Contractor's negligence, shall cease when title passes to Omnitrans.

6. AUDIT AND INSPECTION OF RECORDS

CONTRACTOR agrees that OMNITRANS or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, employment records or other records relating to this Agreement. Such material, including all pertinent cost, accounting, financial records, and proprietary data must be kept and maintained by CONTRACTOR for a period of three (3) years after completion of this Agreement unless OMNITRANS' written permission is given to CONTRACTOR to dispose of material prior to this time.

7. NOTIFICATION

All notices hereunder concerning this Agreement and the Work to be performed shall be physically transmitted by courier, overnight, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To OMNITRANS:	To CONTRACTOR:
Omnitrans	EM EL, Inc. dba M L Filters
1700 West Fifth Street	13891 Oaks Avenue
San Bernardino, CA 92411	Chino, CA 91710
Attn: Christine Van Matre	Attn: Eddie D. Paulding
Contract Administrator	Sales Manager

8. OMNITRANS' AND CONTRACTOR'S REPRESENTATIVES

A. OMNITRANS' Project Manager

Contracting Officer: OMNITRANS' CEO/General Manager or his authorized designee who has authority to execute contracts on behalf of OMNITRANS.

Project Manager: Rick Barone, Materials Manager.

a. Except as expressly specified in this Agreement, the Contracting Officer may exercise any powers, rights and/or privileges that have been lawfully delegated by OMNITRANS. Nothing in this Agreement should be construed to bind OMNITRANS for acts of its officers, employees, and/or agents that exceed the delegation of authority specified herein.

b. The Contracting Officer has delegated to the Project Manager certain powers and duties in connection with this Agreement. The Project Manager is the authorized representative of the Contracting Officer for matters related to this Agreement. The Project Manager or his/her designee is empowered to:

1. Have general oversight of the Work and this Agreement, including the power to enforce compliance with this Agreement.

2. Reserve the right to remove any portion of the Work from CONTRACTOR which have not been performed to OMNITRANS' satisfaction.

3. Subject to the review and acceptance by OMNITRANS, negotiate with CONTRACTOR all adjustments pertaining to this Agreement for revision.

c. In addition to the foregoing, the Project Manager shall have those rights and powers expressly set forth in other sections of this Agreement.

B. **Contractor's Key Personnel**

The following are CONTRACTOR's key personnel and their associated roles in the Work to be provided:

Name	Role
Tina Lopez	Office Supervisor
_____	_____
_____	_____
_____	_____

Any propose/substitution or replacement by Contractor of Contractor's key personnel shall ensure that such person possesses the same or better expertise and experience than the key personnel being substituted or replaced. Omnitrans reserves the right to interview such person to ascertain and verify if such proposed substitution or replacement does in deed possess such expertise and experience.

OMNITRANS awarded this Agreement to CONTRACTOR based on OMNITRANS' confidence and reliance on the expertise of CONTRACTOR's key personnel described above. CONTRACTOR shall not reassign key personnel or assign other personnel to key personnel roles until CONTRACTOR obtains prior written approval from OMNITRANS.

9. DISPUTE RESOLUTION

Any disputes between the successful CONTRACTOR and OMNITRANS relating to the implementation or administration of the Contract shall be resolved in accordance with this section.

A. The parties shall first attempt to resolve the dispute informally in meetings or communications between proposer and OMNITRANS.

B. If the dispute remains unresolved fifteen (15) days after it first arises, proposer may request that Omnitrans' CEO/General Manager issue a recommended decision on the matter in dispute. Omnitrans' CEO/General Manager shall issue the recommended decision in writing and provide a copy to proposer.

C. If the dispute remains unresolved after review by Omnitrans' CEO/General Manager, either party may seek judicial resolution of the dispute in an appropriate Court of the State of California.

D. Pending final resolution of a dispute under this section, proposer shall proceed diligently with performance in accordance with the Contract and Omnitrans' CEO/General Manager's recommended decision.

10. TERMINATION FOR CONVENIENCE

OMNITRANS may terminate this Agreement in whole or in part for OMNITRANS' convenience. Omnitrans' CEO/General Manager shall terminate this Agreement by a written Notice of Termination to CONTRACTOR specifying the nature, extent, and effective date of the termination. Upon receipt of the notice of termination, CONTRACTOR shall immediately discontinue all Work affected and deliver all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process, to Omnitrans' CEO/General Manager. OMNITRANS shall make an equitable adjustment in the Agreement for Work already performed, but shall not allow anticipated profit on unperformed services. Force Majeure shall apply.

11. TERMINATION FOR BREACH OF AGREEMENT

A. If CONTRACTOR fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger timely performance of this Agreement, OMNITRANS may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to OMNITRANS within the time permitted by OMNITRANS, then OMNITRANS may terminate this Agreement due to CONTRACTOR's breach of this Agreement.

B. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then OMNITRANS may immediately terminate this Agreement.

C. If CONTRACTOR violates Section 28, Compliance with Lobbying Policies, of this Agreement, then OMNITRANS may immediately terminate this Agreement.

D. In the event OMNITRANS terminates this Agreement as provided in this Section, OMNITRANS may procure, upon such terms and in such manner as OMNITRANS may deem appropriate, Work similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to OMNITRANS for all of its costs and damages, including, but not limited, any excess costs for such Work.

E. All finished or unfinished documents and materials produced or procured under this Agreement shall become OMNITRANS' property upon date of such termination.

F. If, after notice of termination of this Agreement under the provisions of this Section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 10, Termination for Convenience.

G. The rights and remedies of OMNITRANS provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

12. ASSIGNMENT

This Agreement, any interest herein or claim hereunder, may not be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONTRACTOR, without the prior written consent of OMNITRANS. Consent by OMNITRANS shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

13. SUBCONTRACTING

OMNITRANS hereby consents to CONTRACTOR's subcontracting of portions of the Work to the parties identified below for the functions described in CONTRACTOR's proposal. CONTRACTOR shall include in each subcontract agreement the stipulation that CONTRACTOR, not OMNITRANS, is solely responsible for payment to the subcontractor for all amounts owing and that the subcontractor shall have no claim, and shall take no action against OMNITRANS, Member Agencies or officers, directors, employees or sureties thereof for nonpayment by CONTRACTOR.

CONTRACTOR shall not, without the express written consent of Omnitrans, either:

a. Substitute any person, firm, or corporation as subcontractor in place of the subcontractors identified below; or

b. Permit any subcontract to be assigned or transferred; or

c. Allow work to be performed by anyone other than the original subcontractor listed below.

Subcontractor's Name and Address	Work to Be Performed
N/A	

14. INDEPENDENT CONTRACTOR

CONTRACTOR's relationship to OMNITRANS in the performance of this Agreement is that of an independent Contractor. CONTRACTOR's personnel performing Work under this Agreement shall at all times be under CONTRACTOR's exclusive direction and control and shall be employees of CONTRACTOR and not employees of OMNITRANS. CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

15. INSURANCE

A. INSURANCE REQUIREMENTS

1) **General Requirements for Contractor**

a. Without limiting or diminishing the Contractor's obligation to indemnify or hold Omnitrans harmless, Contractor shall procure, prior to commencement of the services required under this contract and maintain for the duration of the contract at its own expense, insurance of the kinds and in the amounts as indicated below;

b. Provide Omnitrans with valid original certificates of insurance and endorsements showing Omnitrans as an additional insured.

2) **Deductibles or Self-Insured Retention (SIR)**

SIR must be declared to and approved by Omnitrans. At the option of Omnitrans, either: the insurer shall reduce or eliminate such deductibles or SIR or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

3) **Other Insurance Provisions**

a. Commercial General Liability and Automobile Liability

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and

completed operations liability, personal and advertising injury covering claims which may arise from or out of Contractor's performance of its obligations hereunder and if Contractor's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used. Policy shall name Omnitrans, its officers, officials, employees, agents and volunteers as additional insured as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations of the scope of protection afforded Omnitrans, its officers, officials, employees, agents, and volunteers.

1. For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects Omnitrans, its officers, officials, employees, agents, and volunteers. Any insurance and/or deductibles and/or self-insured retentions or self-insured programs maintained by Omnitrans, its officers, officials, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not be construed as contributory.
2. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Omnitrans.

b. Workers' Compensation

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of Omnitrans and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

c. Care, Custody, and Control

Contractor shall insure any Omnitrans property while under its Care, Custody, and Control according to the requirements listed in the insurance coverage required.

4) **Acceptability of Insurers**

Insurance companies shall be State of California admitted or approved and have a current **A.M. Best's** rating of no less than **A:VIII.**

5) **Verification of Coverage**

a. Contractor shall furnish Omnitrans with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All insurance certificates and endorsements are to be received and approved by Omnitrans before work commences.

b. As an alternative, Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

c. In lieu of purchasing insurance and providing original endorsements and or certificates of insurance, the Contractor may provide proof of self-insurance; such proof must be to the satisfaction of Omnitrans.

6) **Subcontractors**

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

7) **Notification of Terminated Insurance**

Insurance shall not be terminated or expire without thirty (30) days written notice, and are required to be maintained in force until completion of the contract.

B. **MINIMUM INSURANCE COVERAGE**

If the Contractor maintains broader coverage and/or higher limits than the minimum requirements shown below, Omnitrans requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

1) ☒ **Commercial General Liability including Products/Completed Operations:** $1,000,000; per occurrence for bodily and property

damage liability and $2,000,000 aggregate; *Omnitrans named and endorsed as an Additional Insured*.

2) ☒ **Automobile Liability:** $1,000,000; per occurrence for bodily and property damage liability and aggregate; *Omnitrans named and endorsed as an Additional Insured*.

3) ☐ **Errors and Omissions Liability:** $1,000,000; combined single limit bodily and property damage liability per occurrence and $ 3,000,000 aggregate or,

4) ☐ **Professional Liability:** $1,000,000; per occurrence and aggregate.

5) ☒ **Workers' Compensation:** statutory limits or,

6) ☐ **Self Insurance Program:** a State Approved program in an amount and form that meets all applicable requirements of the Labor Code of the State of California.

7) ☒ **Employer's Liability**: $1,000,000; per occurrence.

8) ☐ **Environmental Liability:** $1,000,000; per occurrence and aggregate; *Omnitrans named and endorsed as an Additional Insured*.

9) ☐ **Umbrella Policy:** $4,000,000; per occurrence and aggregate Additional coverage for the above policies, *Omnitrans Additional Insured*.

10) ☐ All drivers making deliveries of products specified on this solicitation shall have Hazardous Materials Endorsements on their Commercial Driver's License, and such other Endorsements as may be required by relevant laws and/or regulations.

16. INDEMNITY

CONTRACTOR shall indemnify, defend and hold harmless OMNITRANS, and its member agencies, and their officers, directors, employees and agents from and against any and all liability, expense (including, but not limited to, defense costs and attorneys' fees), claims, causes of action, and lawsuits for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage (including property of CONTRACTOR) arising from or connected with any alleged act and/or omission of CONTRACTOR, its officers, directors, employees, agents, Subcontractors or suppliers. This indemnity shall survive termination or expiration of this Agreement and/or final payment thereunder.

17. REVISIONS IN SCOPE OF WORK

By written notice or order, OMNITRANS may, from time to time, order work suspension or make changes to this Agreement. Changes in the Work shall be

mutually agreed to and incorporated into an amendment to this Agreement. Upon execution of an amendment, CONTRACTOR shall perform the Work, as amended.

18. RIGHTS IN TECHNICAL DATA

A. No material or technical data prepared by CONTRACTOR under this Agreement is to be released by CONTRACTOR to any other person or entity except as necessary for the performance of the Work. All press releases or information concerning the Work that might appear in any publication or dissemination, including but not limited to, newspapers, magazines, and electronic media, shall first be authorized in writing by OMNITRANS.

B. The originals of all letters, documents, reports and other products and data produced under this Agreement shall become the property of OMNITRANS without restriction or limitation on their use and shall be made available upon request to OMNITRANS at any time. Original copies of such shall be delivered to OMNITRANS upon completion of the Work or termination of the Work. CONTRACTOR shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the prior written approval of OMNITRANS. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

19. OWNERSHIP OF REPORTS AND DOCUMENTS

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

20. OWNERSHIP RIGHTS

A. In the event OMNITRANS rightfully obtains copies of Proprietary Data under the terms of the separate License Agreement and Escrow Agreement that govern rights in Documentation, Software and Intellectual Property created and/or developed by Contractor, its Third Party Software Contractors and its Suppliers as part of the Project, any derivative works and associated documentation created by or on behalf of OMNITRANS by Permitted Programmers (as defined in the License Agreement) shall be the sole and exclusive property of OMNITRANS (collectively, "OMNITRANS Intellectual Property"), and OMNITRANS may use, disclose and exercise dominion and full rights of ownership, in any manner in

OMNITRANS Intellectual Property in connection with the use, operation and maintenance of a transportation system administered by OMNITRANS. No use of OMNITRANS Intellectual Property shall be made for any purpose other than in conjunction with a transportation system administered by CONTRACTOR, and OMNITRANS shall not sell, lease, rent, give away or otherwise disclose any OMNITRANS Intellectual Property to any outside third party other than Permitted Programmers. To the extent there may be any question of rights of ownership or use in any OMNITRANS Intellectual Property, Contractor shall require all of its subcontractors and suppliers (including without limitation its Third Party Software Contractors) to assign to OMNITRANS, all worldwide right, title and interest in and to all OMNITRANS Intellectual Property in a manner consistent with the foregoing terms of this paragraph. Contractor shall execute any documents as OMNITRANS may from time to time reasonably request to effectuate the terms of this paragraph.

B. All documentation and Software which predates this Contract and which otherwise owned by Contractor or its Third Party Software Contractors, and all Documentation and Software which is created by Contractor or its Third Party Software Contractors shall be Licensed Software or Licensed Documentation, as appropriate. All Licensed Software and Licensed Documentation shall be governed by the License Agreement by and between the parties of event date herewith.

21. WORK FOR HIRE

Any work created or produced as a part of this Agreement that may be defined under Section 101, Title 17, USC will be considered “work for hire” as it pertains to ownership rights. CONTRACTOR, by his/her endorsement hereon agrees that all rights to any work(s) created or produced are waived, and that ownership rests with OMNITRANS. CONTRACTOR further agrees to ensure transfer of all rights to such work(s), as defined under federal copyright law, that may be created or produced under this Agreement by its suppliers, contractors or subcontractors.

22. SUBMITTAL OF CLAIMS BY CONTRACTOR

CONTRACTOR shall file any and all claims with OMNITRANS’ Project Manager in writing within thirty (30) days of the event or occurrence giving rise to the claim. The claim shall be in sufficient detail to enable OMNITRANS to ascertain the claim’s basis and amount, and shall describe the date, place and other pertinent circumstances of the event or occurrence giving rise to the claim and the indebtedness, obligation, injury, loss or damages allegedly incurred by CONTRACTOR.

Even though a claim may be filed and/or in review by OMNITRANS, CONTRACTOR shall continue to perform in accordance with this Agreement.

23. EQUAL OPPORTUNITY

CONTRACTOR shall not discriminate against, or grant preferential treatment to, any individual or group, or any employee or applicant for employment because of race, age, religion, color, ethnicity, sex, national origin, ancestry, physical disability, mental disability, political affiliation, sexual orientation, marital status or other status protected by law. CONTRACTOR shall take action to ensure that applicants and employees are treated without regard to the above.

24. STANDARD OF PERFORMANCE

A. CONTRACTOR shall perform and exercise, and require its subcontractors to perform and exercise due professional care and competence in the performance of the Work in accordance with the requirements of this Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, completeness and coordination of the Work, it being understood that OMNITRANS will be relying upon such professional quality, accuracy, completeness and coordination in utilizing the Work. The foregoing obligations and standards shall constitute the "Standard of Performance" for purposes of this Agreement. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

B. All workers shall have sufficient skill and experience to perform the Work assigned to them. OMNITRANS shall have the right, at its sole discretion, to require the immediate removal of CONTRACTOR's personnel at any level assigned to the performance of the Work at no additional fee or cost to OMNITRANS, if OMNITRANS considers such removal in its best interests and requests such removal in writing and such request is not done for illegal reasons. Further, an employee who is removed from performing Work under this Agreement under this Article shall not be re-assigned to perform Work in any other capacity under this Agreement without OMNITRANS' prior written approval.

25. NOTIFICATION OF EMPLOYMENT OF OMNITRANS BOARD MEMBERS/ALTERNATES AND EMPLOYEES

To ensure compliance with OMNITRANS' Ethics Policy, CONTRACTOR shall provide written notice to OMNITRANS disclosing the identity of any individual who CONTRACTOR desires to employ or retain under a contract, and who (1) presently serves as a Board Member/Alternate or an employee of OMNITRANS, or (2) served as a Board Member/Alternate or an employee of OMNITRANS within the previous 12 months of the date of the proposed employment or retention by CONTRACTOR. CONTRACTOR's written notice shall indicate whether the individual will be an officer, principal or shareholder of the entity and/or will participate in the performance of this Agreement.

26. DISQUALIFYING POLITICAL CONTRIBUTIONS

In the event of a proposed amendment to this Agreement, CONTRACTOR shall provide prior to the execution of such amendment, a written statement disclosing any contribution(s) of $250 or more made by CONTRACTOR or its subcontractor(s) to Omnitrans Board Members/Alternates or employees within the preceding twelve (12) months of the date of the proposed amendment. Applicable contributions include those made by any agent/person/entity on behalf of CONTRACTOR or subcontractor(s).

27. COMPLIANCE WITH LAW

A. CONTRACTOR shall familiarize itself with and perform the Work required under this Agreement in conformity with requirements and standards of OMNITRANS, municipal and public agencies, public and private utilities, special districts, and railroad agencies whose facilities and work may be affected by Work under this Agreement. CONTRACTOR shall also comply with all Federal, state and local laws and ordinances.

B. Government regulations that directly affect the CONTRACTOR'S performance of this contract and unforeseen impacts, which neither party could have contemplated at the onset of the contract and have an unconscionable impact on the CONTRACTOR may be given special pricing consideration. The parties, in good faith, shall review established rates and may adopt any mutually agreed new rates, which shall only be effective as agreed upon by the parties. Thorough documentation including all cost elements is required to support the Contractor's claim to any relief under this clause.

28. COMPLIANCE WITH LOBBYING POLICIES

A. CONTRACTOR agrees that if it is a Lobbyist Employer or if it has retained a Lobbying Firm or Lobbyist, as such terms are defined by OMNITRANS in its Ethics Policy, it shall comply or ensure that its Lobbying Firm and Lobbyist complies with OMNITRANS' Ethics Policy.

B. If CONTRACTOR (Lobbyist Employer) or its Lobbying Firm or Lobbyist fails to comply, in whole or in part, with OMNITRANS' Ethics Policy, such failure shall be considered a material breach of this Agreement and OMNITRANS shall have the right to immediately terminate or suspend this Agreement.

29. PUBLIC RECORDS ACT

A. All records, documents, drawings, plans, specifications and other material relating to conduct of OMNITRANS' business, including materials submitted by CONTRACTOR in its proposal and during the course of performing the Work under this Agreement, shall become the exclusive

property of OMNITRANS and may be deemed public records. Said materials may be subject to the provisions of the California Public Records Act. OMNITRANS' use and disclosure of its records are governed by this Act.

B. OMNITRANS will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of trade secret, confidential or proprietary. OMNITRANS will accept materials clearly and prominently labeled "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY" as determined by CONTRACTOR. OMNITRANS will endeavor to notify CONTRACTOR of any request of the disclosure of such materials. Under no circumstances, however, will OMNITRANS be liable or responsible for the disclosure of any labeled materials whether the disclosure is required by law or a court order or occurs through inadvertence, mistake or negligence on the part of OMNITRANS or its officers, employees and/or contractors.

C. In the event of litigation concerning the disclosure of any material submitted by CONTRACTOR, OMNITRANS' sole involvement will be as a stake holder, retaining the material until otherwise ordered by a court. CONTRACTOR, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the materials, and shall defend, indemnify and hold OMNITRANS harmless from all costs and expenses, including attorneys' fees, in connection with such action.

30. WAIVER/INVALIDITY

No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of the provision, or of any other breach of the provision of the Agreement. Failure of either party to enforce any provision of this Agreement at any time shall not be construed as a waiver of that provision.

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

31. FORCE MAJEURE

Performance of each and all CONTRACTOR's and OMNITRANS' covenants herein shall be subject to such delays as may occur without CONTRACTOR's or OMNITRANS' fault from acts of God, strikes, riots, or from other similar causes beyond CONTRACTOR's or OMNITRANS' control.

32. CONFIDENTIALITY

CONTRACTOR agrees that for and during the entire term of this Agreement, any information, data, figures, records, findings and the like received or generated by CONTRACTOR in the performance of this Agreement, shall be considered and

kept as the private and privileged records of OMNITRANS and will not be divulged to any person, firm, corporation, or other entity except on the direct prior written authorization of OMNITRANS. Further, upon expiration or termination of this Agreement for any reason, CONTRACTOR agrees that it will continue to treat as private and privileged any information, data, figures, records, findings and the like, and will not release any such information to any person, firm, corporation or other entity, either by statement, deposition, or as a witness, except upon direct prior written authority of OMNITRANS.

33. CONTRACTOR'S INTERACTION WITH THE MEDIA AND THE PUBLIC

A. OMNITRANS shall review and approve in writing all OMNITRANS related copy proposed to be used by CONTRACTOR for advertising or public relations purposes prior to publication. CONTRACTOR shall not allow OMNITRANS related copy to be published in its advertisements and public relations programs prior to receiving such approval. CONTRACTOR shall ensure that all published information is factual and that it does not in any way imply that OMNITRANS endorses CONTRACTOR's firm, service, and/or product.

B. CONTRACTOR shall refer all inquiries from the news media to OMNITRANS, and shall comply with the procedures of OMNITRANS' Public Affairs staff regarding statements to the media relating to this Agreement or the Work.

C. If CONTRACTOR receives a complaint from a citizen or the community, CONTRACTOR shall inform OMNITRANS as soon as possible and inform OMNITRANS of any action taken to alleviate the situation.

D. The provisions of this Article shall survive the termination or expiration of this Agreement.

34. GOVERNING LAW

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California, and the proper venue of any action brought hereunder is and shall be the County of San Bernardino, California.

35. MODIFICATIONS TO AGREEMENT

Unless specified otherwise in the Agreement, this Agreement may only be modified by written mutual consent evidenced by signatures of representatives authorized to enter into and modify the Agreement. In order to be effective, amendments may require prior approval by OMNITRANS' Board of Directors, and in all instances require prior signature of an authorized representative of OMNITRANS.

36. LICENSING, PERMITS AND INSPECTION COSTS

A. The CONTRACTOR warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, and the County of San Bernardino, the Local Jurisdictions, and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of the Agreement. Further, FIRM warrants that its employees, agents, and contractors and subcontractors shall conduct themselves in compliance with such laws and licensure requirements including, without limitation, compliance with laws applicable to nondiscrimination, sexual harassment and ethical behavior throughout the duration of this Agreement. CONTRACTOR further warrants that it shall not retain or employ an unlicensed subcontractor to perform work on this Project. CONTRACTOR shall notify OMNITRANS immediately and in writing of its employees', agents', contractors' or subcontractors' inability to obtain or maintain, irrespective of the pendency of any appeal, any such licenses, permits, approvals, certificates, waivers, exemptions. Such inability shall be cause for termination of this Agreement.

B. CONTRACTOR shall procure all permits and licenses; pay all charges, assessments and fees, as may be required by the ordinances and regulations of the public agencies having jurisdiction over the areas in which the work is located, and shall comply with all the terms and conditions thereof and with all lawful orders and regulations of each such public agency relating to construction operations under the jurisdiction of such agency.

37. PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, and any and all of its Amendments, Appendices, Exhibits and Attachments; (2) provisions of IFB-MNT18-06 and any and all of its Addenda, Appendices, Exhibits and Attachments; and (3) CONTRACTOR's bid dated May 19, 2017.

38. ENTIRE AGREEMENT

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between OMNITRANS and CONTRACTOR and supersedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date shown below, and effective on the date first hereinabove written.

OMNITRANS	CONTRACTOR EM EL, Inc. dba M L Filters
_____	_____
P. Scott Graham CEO/General Manager	Eddie D. Paulding Sales Manager
_____	_____
Date	Date

Federal Tax I.D. No. 80-0423612

DP___

CM___

Attachment C - Unit Pricing
MNT18-06D

Iten Num	Item Code	Description	Unit Price
7	34926	FILTER ;NF,21.75 X 46.5 A/C	$8.80

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WARRANTY CLAIM PROCEDURE (REQUIRED)

Submit this form with the BID, failure to do so is grounds for disqualification.

Please provide an explanation of the Warranty Claim Procedure for exchange, replacement and reimbursement of repair costs. You may use the space below to explain or you may attach a copy of written procedures to this packet. Any attachment must be clearly marked as "Warranty Claim Procedure" to be considered responsive.

See Attached.

M L FILTERS ...making a difference in air quality one filter at a time
13891 Oaks Ave.
Chino, CA 91710
Ph: 909-627-3635 Fx: 909-627-4477

WARRANTY CLAIM PROCEDURE

WARRANTY POLICY

1. EM EL, Inc. dba M L Filters warrants to the original purchaser that its products will be free of structural or mechanical defects due to faulty materials or workmanship during the useful life of the product.
2. This warranty applies only to products manufactured by EM EL, Inc/M L Filters and is contingent upon the following conditions: that the purchaser promptly notify EM EL, Inc./M L Filters of the defect; that the purchaser establish that the product has been properly installed, maintained and operated within the limits of normal usage; and that at EM EL, Inc./M L Filter's request, the purchaser return the defective product to EM EL, Inc/M L Filters.
3. EM EL, Inc./M L Filters makes no other warranties and specifically makes no implied warranty of merchantability, fitness for a particular purpose or noninfringement.

LIMITATION OF LIABILITY

1. As the purchaser's exclusive remedy for any claim, EM EL Inc./M L Filters, at its option, will repair or replace the defective products.
2. EM EL Inc./M L Filters will not be responsible for labor charges for the removal or reinstallation of defective and replacement products.
3. In no event or under any circumstances is EM EL Inc./M L Filters responsible for any incidental or consequential damages relating to any claim, including without limitation claims for injury to person or property, down-time on production lines, lost wages, or lost profits.

RETURNED GOOD POLICY

1. At its discretion, EM EL Inc./M L Filters will accept the return of goods in resalable condition for a restocking charge on the following terms:
2. Only standard size stock products as listed in the current EM EL Inc./M L Filters stock list are eligible for return. Special size or non-stock products are not eligible for return unless sent to the customer as the result of an error at the factory.
3. Authorization must be obtained from EM EL Inc./M L Filters customer service prior to returning any merchandise, including standard merchandise.
4. Authorizations from EM EL Inc./M L Filters must be in writing. (RGA is acceptable)
5. Returned merchandise must be in resalable condition, in the original factory cartons. Credit will not be issued for that portion of the merchandise that is not considered resalable. Only full cartons may be returned.
6. EM EL Inc./M L Filters reserves the right to inspect all returned merchandise and issue final determination as to its condition.
7. Credit will be issued on the invoice price, less 15% restocking.
8. Merchandise will not be accepted for return after 120 days past the invoice date.
9. Merchandise must be returned to EM EL Inc./M L Filters within 30 days from the date of issue of the returned goods authorization. All returns must have the returned goods tag prominently displayed on the largest package. Mark the returned goods authorization number on each package.

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CURRENT CLIENT REFERENCES. MINIMUM OF FIVE (5) REQUIRED

Submit this form with the BID/Proposal, with valid contact information, failure to do so is grounds for disqualification.

Company: Los Angeles County Metropolitan Transportation Authority
Address: One Gateway Plaza
City, ST, Zip: Los Angeles, CA, 90012-2952
Phone Numbers/Email: 213-922-1035 / Cummingsj@metro.net
Contact Name/Title: Joanne Cummings / Buyer
Type of Engagement: Supply HVAC Air Filters for Bus Types.

Company: Caltrans District 11 / DOT
Address: 8502 Railroad Ave
City, ST, Zip: Santee, CA 92071
Phone Numbers/Email: 619-884-7640 / marcos.magsumbol@dot.ca.gov
Contact Name/Title: Marcos Magsumbol / Mechanical Buyer
Type of Engagement: Supply Air Filters for Controller Cabinets

Company: Caltrans District 3 / DOT
Address: 320 E 12th St.
City, ST, Zip: Marysville, CA 95901
Phone Numbers/Email: 530-741-4387 / mark.moore@dot.ca.gov
Contact Name/Title: Mark Moore / Mechanical Buyer
Type of Engagement: Supply Air Filters for Controller Cabinets

Company: Southwest Signal Service
Address: 397 Raleigh Ave
City, ST, Zip: El Cajon, CA 92020
Phone Numbers/Email: 619-442-3343 / rgille@southwestsignal.com
Contact Name/Title: Raymond Gill / Mechanical Buyer
Type of Engagement: Supply Signal Cabinet Air filters.

Company: CDCR / CA County State Prison
Address: 44750 60th Street West
City, ST, Zip: Lancaster, CA 93536
Phone Numbers/Email: 661-729-2000 x7106 / Steven.Duncan@cdcr.ca.gov
Contact Name/Title: Steven Duncan / Buyer
Type of Engagement: Supply HVAC air filters

Bidder's/Proposer's Company Name: MC Filters
Legal Structure (corp./partner/proprietor): Em El, Inc. DBA / MC Filters
Principle Office Address: 13891 Oaks Ave.
City, ST, Zip: Chino, CA 91710
Phone Number and E-Mail: 909-627-3635 / info@mcfilters.com
Federal Employer Identification Number: 80-0423612
Title of Person Authorized to Sign: Sales Manager
Print Name of Person Authorized to Sign: Eddie D. Paulding
Date Signed and Authorized Signature: 5/4/2017 Eddie D. Paulding

Rev08172016

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NOT ON EXCLUDED PARTIES LIST SYSTEM (REQUIRED)

Submit this form with the BID, failure to do so is grounds for disqualification.

The Bidder certifies that it is NOT on the Excluded Parties List System of ineligible firms for federally financed and assisted construction, materials, equipment contracts or services.

Bidder's Company Name	ML Filters
Legal Structure (corp./partner/proprietor)	Em EL, Inc. DBA/ ML Filters
Principle Office Address	13891 Oaks Ave
City, ST, Zip	Chino, CA 91710
Phone Number	909-627-3635
Fax Number	909-627-4477
E-Mail	info@mlfilters.com
Federal Employer Identification Number	80-042-3612
Title of Person Authorized to Sign	Sales Manager
Print Name of Person Authorized to Sign	Eddie D. Paulding
Date Signed and Authorized Signature	5/4/2017 Eddie D. Paulding

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DECLARATION OF NON-COLLUSION (REQUIRED)

Submit this form with the BID, failure to do so is grounds for disqualification.

I hereby declare (or affirm) under penalty of perjury that:

1. I am the bidder (if the bidder is an individual), a partner in the bid (if the bidder is a partnership), or an officer or employee of the bidding corporation and have authority to sign on its behalf (if the bidder is a corporation);
2. The bidder has independently produced the attached bid(s) without collusion, agreement, understanding or planned common course of action, with any other source, that would limit independent bidding competition;
3. The contents of the bid(s) have not been communicated by the bidder and or its employees and or agents to any person not an employee and or agent of the bidder and or its surety, on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid, and
4. I have fully informed myself regarding the accuracy of the statements made in this declaration.

Bidder's Company Name	MC Filters
(corp./partnership/sole proprietor)	Em EL, Inc. / DBA MC Filters
Principle Office Address	13891 Oaks Ave
City, ST, Zip	Chino, CA 91710
Phone Number	909-627-3635
Fax Number	909-627-4477
E-mail Number	info@mcfilters.com
Federal Employer I.D. Number	80-0423612
Title of Person Authorized to Sign	Sales Manager
Print Name Authorized to Sign	Eddie D. Paulding
Authorized Signature	Eddie D. Paulding
Date Signed	5/4/2017

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DEBARMENT, SUSPENSION, & OTHER RESPONSIBILITY MATTERS
(REQUIRED >$25,000)

Submit this form with BID, failure to do so is grounds for disqualification.

One (1) form required of each bidder and subcontractor having greater than a $25,000 share of the bid. U.S. Code, Title 31, § 6101 note and U.S. DOT regulations on "Debarment and Suspension," 49 C.F.R. Part 29.

The Participant (the bidder and potential contractor or potential subcontractor for a third party contract) certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

An explanation must be attached to this certification regarding any exception(s).

The Primary Participant certifies that it has authority under State and local laws to comply with the subject assurances, the truthfulness and accuracy of the contents of this certification, any attached explanation submitted herewith, understands the applicability of 31 U.S.C. Sections 3801 *Et. Seq.* and that this certification has been legally made.

Bidder's Company Name	M C Filters
Legal Structure (corp./partner/proprietor)	EM EL, Inc. DBA / M C Filters
Select One	☑ Prime or ☐ Subcontractor (submit after award)
Principle Office Address	13891 Ooks Ave.
City, ST, Zip	Chino, CA 91710
Phone Number	909-627-3635
Fax Number	909-627-4477
E-Mail	info@mcfilters.com
Federal Employer Identification Number	80-0423612
Title of Person Authorized to Sign	Sales Manager
Print Name of Person Authorized to Sign	Eddie D. Paulding
Date Signed and Authorized Signature	5/4/2017 Eddie D Paulding

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LIST OF SUBCONTRACTORS AND *DBES* (REQUIRED >½ OF 1% SHARE OF BID)

Submit this form with the BID/Proposal, failure to do so is grounds for disqualification.

One (1) form required of each bidder and proposed subcontractor having greater than ½ of 1% share of the bid. Government Code § 4100 on, "Subletting and Subcontract Fair Practices Act".

Company Using No Subcontractors or other DBES.
Address
City, ST, Zip
Phone Numbers/Email
Contact Name/Title
Type of Engagement
Type of work to be performed
Dollar value of participation DBE qualified? Yes ☐ No ☐

Company
Address
City, ST, Zip
Phone Number
Contact Name/Title
Type of Engagement
Type of work to be performed
Dollar value of participation DBE qualified? Yes ☐ No ☐

Company
Address
City, ST, Zip
Phone Number
Contact Name/Title
Type of Engagement
Type of work to be performed
Dollar value of participation DBE qualified? Yes ☐ No ☐

Total DBE participation Dollars % of Total Contract

Bidder's/Proposer's Company Name ML Filters
Legal Structure (corp./partner/proprietor) Em EL, Inc.
Principle Office Address 13891 Oaks Ave
City, ST, Zip Chino, CA 91710
Phone Number and E-Mail 909-627-3635 / info@mlfilters.com
Federal Employer Identification Number 80-0423612
Title of Person Authorized to Sign Sales Manager
Print Name of Person Authorized to Sign Eddie D. Paulding
Date Signed and Authorized Signature 5/4/2017 Eddie D. Paulding

DUPLICATE THIS FORM AS NECESSARY TO COMPLETE LIST (SIGN LAST ONE)

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PROPOSED DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

This form must be submitted with the BID, to have it considered during BID evaluation. The bidder intends to utilize the following DBE contractors on this project. Signature of participating DBE is confirmation of willingness to participate on this project.

Company N/A, using no other DBE contractors
Address
City, ST, zip
Phone Number
Fax Number
Contact Name
Type of work to be performed
Dollar value of participation
Signature of participating DBE

Company
Address
City, ST, zip
Phone Number
Fax Number
Contact Name
Type of work to be performed
Dollar value of participation
Signature of participating DBE

Company
Address
City, ST, zip
Phone Number
Fax Number
Contact Name
Type of work to be performed
Dollar value of participation
Signature of participating DBE

Company
Address
City, ST, zip
Phone Number
Fax Number
Contact Name
Type of work to be performed
Dollar value of participation
Signature of participating DBE

(DUPLICATE THIS FORM AS REQUIRED)

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RESTRICTIONS ON LOBBYING (REQUIRED >$100,000)

Submit this form before final contract award, failure to do so is grounds for disqualification.

One form required of bidder and subcontractor having greater than a $100,000 share of the bid. 31 U.S.C., § 1352 and U.S. DOT regulations on "New Restrictions on Lobbying," 49 C.F.R. Part 20.

Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operation Service Contract/Turnkey contracts.

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all tiers shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, as signed below, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Bidder's Company Name	M C Filters
Legal Structure (corp./partner/proprietor)	EM EC, Inc. DBA/ M C Filters
Select One	☑ Prime or ☐ Subcontractor (submit after award)
Principle Office Address	13891 Oaks Ave.
City, ST, Zip	Chino, CA 91710
Phone Number	909-627-3635
Fax Number	909-627-4477
E-Mail	info@mcfilters.com
Federal Employer Identification Number	80-0423612
Title of Person Authorized to Sign	Sales Manager
Print Name of Person Authorized to Sign	Eddie D. Paulding
Date Signed and Authorized Signature	5/5/2017 Eddie D. Paulding

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STATUS OF PAST AND PRESENT CONTRACTS FORM (REQUIRED)

Submit this form with the PROPOSAL, failure to do so is grounds for disqualification.

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

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

Proposer shall have an ongoing obligation to update the Agency with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of Proposer's proposal. Each form must be signed by an officer of the Proposer confirming that the information provided is true and accurate. We have no past or present terminated contracts.

Project city/agency/other: _____

Contact Name: _____ Phone: _____

Project Award Date: _____ Original Contract Value: _____

Term of Contract: _____

(1) Litigation, claims, settlements, arbitrations, or investigations associated with contract:
MC Fitters has no past or present litigation or claims.

(2) Summary and Status of contract:

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(3) Summary and Status of action identified in (1):

(4) Reason for termination, if applicable:

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

Proposer's Company Name	MC Filters
Legal Structure (corp./partner/proprietor)	EM EL, Inc. DBA / MC Filters
Principle Office Address	13891 Oaks Ave.
City, ST, Zip	Chino, CA 91710
Phone Number	909-627-3635
Fax Number	909-627-4477
E-Mail	info@mcfilters.com
Federal Employer Identification Number	80-0423612
Title of Person Authorized to Sign	Sales Manager
Print Name of Person Authorized to Sign	Eddie D. Paulding
Date Signed and Authorized Signature	5/5/2017 Eddie D. Paulding

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CONTRACT AGREEMENT

between

CONTRACTOR Cummins Pacific LLC 1939 Deere Avenue Irvine, California 92606 (hereinafter "CONTRACTOR") Telephone: (949) 862-7212 Email: cs137@cummins.com	**CONTRACT DOCUMENTS** **CONTRACT NO. MNT18-06E** **BUS FILTERS**
And	Contract Amount: $57,000
Omnitrans 1700 West Fifth Street San Bernardino, CA 92411 (hereinafter "OMNITRANS")	Omnitrans Project Manager: Name: Rick Barone Title: Materials Manager Telephone: (909) 379-7204 Email: rick.barone@omnitrans.org Contract Administrator: Name: Christine Van Matre Title: Contract Administrator Telephone: (909) 379-7122 Email: christine.vanmatre@omnitrans.org



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ATTACHMENT A – SCOPE OF WORK

ATTACHMENT B – REGULATORY REQUIREMENTS

ATTACHMENT C – PRICING

ATTACHMENT D - FORMS

This Agreement is made and entered into as of this ____ day of _____, and between Omnitrans (hereinafter referred to as "OMNITRANS") and Cummins Pacific, LLC (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, OMNITRANS is a joint powers authority organized under Section 6500 et seq. of the California Government Code with power to contract for services described in Attachment A to this Agreement entitled "Attachment A, Scope of Work" (hereinafter referred to as "Work");

WHEREAS, CONTRACTOR has indicated it is qualified to perform such services and (1) has reviewed all the available data furnished by OMNITRANS pertinent to the Work to be rendered; (2) has inspected and reviewed the Work to be rendered; (3) will exercise the ordinary care and skill expected of a practitioner in its profession; and (4) is willing to accept responsibility of performing the Work set forth in this Agreement for the compensation and in accordance with the terms, requirements and conditions herein specified;

NOW, THEREFORE, for the consideration hereinafter stated, the parties agree as follows:

1. SCOPE OF WORK

A. CONTRACTOR will perform the Work and related tasks as described in Attachment A, Scope of Work hereto and is incorporated by reference into and made a part of this Agreement.

B. This is a non-exclusive Agreement, whereby OMNITRANS may, at its sole discretion, augment or supplant the Work with its own forces or forces of another contractor or entity. CONTRACTOR will cooperate fully with OMNITRANS' staff or other contractor or entity that may be providing similar or the same Work for OMNITRANS.

2. PERIOD OF PERFORMANCE

The term of this Agreement shall be from the date of execution of this Agreement and continue in effect through _____, unless terminated as specified in Section 10 and 11 of this Agreement. Omnitrans has no obligation to purchase any specified amount of products/services. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

Omnitrans' election to extend the Agreement beyond the Initial Term shall not diminish its right to terminate the Agreement for Omnitrans' convenience or CONTRACTORS default as provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period extended from through _____, which period encompasses the Initial Term and the Option Year One and Option Year Two.

3. CONTRACT OPTIONS

A. Omnitrans will have the unilateral right in the contract by which, for a specified time, Omnitrans may elect to purchase additional services called for by the contract, or may elect to extend the term of the contract. The requirements below apply:

1) Any options that were requested by Omnitrans and/or contained in the Contractor's PROPOSAL or offer must have been evaluated in making the contract award prior to exercising any such options.

2) Since Contractor's proposed pricing for the option years and additional services are considered in evaluating the Contractor's original proposal and form the basis for awarding the contract, Contractor shall be bound by the proposal pricing for additional services and/or option years, unless otherwise provided herein.

B. Omnitrans will provide a minimum of thirty days (30) written notice to the Contractor of Omnitrans' exercise of its option to extend the contract years. Omnitrans may give notice of its exercise of the option for additional services at any time during the term of the contract. The minimum time for the written notice may be waived by mutual agreement.

4. COMPENSATION

A. For CONTRACTOR's full and complete performance of its obligations under this Agreement, OMNITRANS shall pay CONTRACTOR on a FIXED PRICE basis at the fully burdened fixed rates shown in Attachment C, and subject to the maximum cumulative payment obligation.

B. OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed Fifty-Seven Thousand Dollars ($57,000), including all amounts payable to CONTRACTOR for all costs, including but not limited to direct labor, other direct costs, subcontracts, indirect costs including, but not limited to, leases, materials, taxes, insurance, and profit.

C. If during the course of the contract Omnitrans requires different parts other than those covered by this contract, pricing for such parts will be negotiated separately.

D. Contractor shall hold pricing firm for the duration of the three year base contract term. On an annual basis thereafter, Contractor may submit a request for a price adjustment based on Consumer Price Index and must provide justification with the request.

5. INVOICING AND PAYMENT

A. CONTRACTOR shall invoice OMNITRANS on a monthly basis no later than the 15th of each month. CONTRACTOR shall furnish information as may be requested by OMNITRANS to substantiate the validity of an invoice.

CONTRACTOR shall submit invoices in duplicate to:

OMNITRANS
1700 West Fifth Street
San Bernardino, CA 92411
Attn: Accounts Payable

Accountspayable@omnitrans.org

Contracts@omnitrans.org

A separate invoice shall be used for each shipment. Each invoice shall include, at minimum, the following information:

- Contract number
- Invoice number
- Description of delivery
- Delivery Date
- Total quantity delivered
- Information as requested by OMNITRANS

B. OMNITRANS shall remit payment within thirty (30) calendar days of approval of the invoices by OMNITRANS' Project Manager.

In the event OMNITRANS should overpay CONTRACTOR, such overpayment shall not be construed as a waiver of OMNITRANS' right to obtain reimbursement for the overpayment. Upon discovering any overpayment, either on its own or upon notice of OMNITRANS, CONTRACTOR shall immediately reimburse OMNITRANS the entire overpayment or, at its sole discretion, OMNITRANS may deduct such overpayment amount from monies due to CONTRACTOR under this Agreement or any other Agreement between OMNITRANS and CONTRACTOR.

C. TITLE

a. Title shall pass to Omnitrans at the time of payment.

b. The title transferred as above shall in each case be good, and free and clear from any and all security interests, liens, and/or other encumbrances.

c. The transfer of title as specified above shall not imply Acceptance by Omnitrans, nor relieve the Contractor from the responsibility for strict compliance with the Contract, including warranty as specified in the Article entitled Warranty of Work, and for any loss of or damage to the Work.

d. The Contractor at its own expense shall promptly execute, acknowledge, and deliver to the Omnitrans proper bills of sale or other written instruments of title in a form as required by Omnitrans; said instruments shall convey to the Omnitrans' title free and clear of debts, claims, liens, mortgages, taxes, and/or encumbrances.

e. Contractor shall have title to and bear the risk of any loss of or damage to Work purchased hereunder until they are delivered, unloaded, and received by Omnitrans at the FOB Destination specified herein. Contractor's responsibility for loss or damage except for loss or damage resulting from Contractor's negligence, shall cease when title passes to Omnitrans.

6. AUDIT AND INSPECTION OF RECORDS

CONTRACTOR agrees that OMNITRANS or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, employment records or other records relating to this Agreement. Such material, including all pertinent cost, accounting, financial records, and proprietary data must be kept and maintained by CONTRACTOR for a period of three (3) years after completion of this Agreement unless OMNITRANS' written permission is given to CONTRACTOR to dispose of material prior to this time.

7. NOTIFICATION

All notices hereunder concerning this Agreement and the Work to be performed shall be physically transmitted by courier, overnight, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To OMNITRANS:	To CONTRACTOR:
Omnitrans 1700 West Fifth Street San Bernardino, CA 92411 Attn: Christine Van Matre Contract Administrator	Cummins Pacific, LLC 1939 Deere Avenue Irvine, CA 92606 Attn: Doug Sperry Sales Manager

8. OMNITRANS' AND CONTRACTOR'S REPRESENTATIVES

A. OMNITRANS' Project Manager

Contracting Officer: OMNITRANS' CEO/General Manager or his authorized designee who has authority to execute contracts on behalf of OMNITRANS.

Project Manager: Rick Barone, Materials Manager.

a. Except as expressly specified in this Agreement, the Contracting Officer may exercise any powers, rights and/or privileges that have been lawfully delegated by OMNITRANS. Nothing in this Agreement should be construed to bind OMNITRANS for acts of its officers, employees, and/or agents that exceed the delegation of authority specified herein.

b. The Contracting Officer has delegated to the Project Manager certain powers and duties in connection with this Agreement. The Project Manager is the authorized representative of the Contracting Officer for matters related to this Agreement. The Project Manager or his/her designee is empowered to:

1. Have general oversight of the Work and this Agreement, including the power to enforce compliance with this Agreement.

2. Reserve the right to remove any portion of the Work from CONTRACTOR which have not been performed to OMNITRANS' satisfaction.

3. Subject to the review and acceptance by OMNITRANS, negotiate with CONTRACTOR all adjustments pertaining to this Agreement for revision.

c. In addition to the foregoing, the Project Manager shall have those rights and powers expressly set forth in other sections of this Agreement.

B. **Contractor's Key Personnel**

The following are CONTRACTOR's key personnel and their associated roles in the Work to be provided:

Name	Role
Doug Sperry	Sales Manager
Simon Tai	Inventory Administration process contract orders

Any propose/substitution or replacement by Contractor of Contractor's key personnel shall ensure that such person possesses the same or better expertise and experience than the key personnel being substituted or replaced. Omnitrans reserves the right to interview such person to ascertain and verify if such proposed substitution or replacement does in deed possess such expertise and experience.

OMNITRANS awarded this Agreement to CONTRACTOR based on OMNITRANS' confidence and reliance on the expertise of CONTRACTOR's key personnel described above. CONTRACTOR shall not reassign key personnel or assign other personnel to key personnel roles until CONTRACTOR obtains prior written approval from OMNITRANS.

9. DISPUTE RESOLUTION

Any disputes between the successful CONTRACTOR and OMNITRANS relating to the implementation or administration of the Contract shall be resolved in accordance with this section.

A. The parties shall first attempt to resolve the dispute informally in meetings or communications between proposer and OMNITRANS.

B. If the dispute remains unresolved fifteen (15) days after it first arises, proposer may request that Omnitrans' CEO/General Manager issue a recommended decision on the matter in dispute. Omnitrans' CEO/General Manager shall issue the recommended decision in writing and provide a copy to proposer.

C. If the dispute remains unresolved after review by Omnitrans' CEO/General Manager, either party may seek judicial resolution of the dispute in an appropriate Court of the State of California.

D. Pending final resolution of a dispute under this section, proposer shall proceed diligently with performance in accordance with the Contract and Omnitrans' CEO/General Manager's recommended decision.

10. TERMINATION FOR CONVENIENCE

OMNITRANS may terminate this Agreement in whole or in part for OMNITRANS' convenience. Omnitrans' CEO/General Manager shall terminate this Agreement by a written Notice of Termination to CONTRACTOR specifying the nature, extent, and effective date of the termination. Upon receipt of the notice of termination, CONTRACTOR shall immediately discontinue all Work affected and deliver all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process, to Omnitrans' CEO/General Manager. OMNITRANS shall make an equitable adjustment in the Agreement for Work already performed, but shall not allow anticipated profit on unperformed services. Force Majeure shall apply.

11. TERMINATION FOR BREACH OF AGREEMENT

A. If CONTRACTOR fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger timely performance of this Agreement, OMNITRANS may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to OMNITRANS within the time permitted by OMNITRANS, then OMNITRANS may terminate this Agreement due to CONTRACTOR's breach of this Agreement.

B. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then OMNITRANS may immediately terminate this Agreement.

C. If CONTRACTOR violates Section 28, Compliance with Lobbying Policies, of this Agreement, then OMNITRANS may immediately terminate this Agreement.

D. In the event OMNITRANS terminates this Agreement as provided in this Section, OMNITRANS may procure, upon such terms and in such manner as OMNITRANS may deem appropriate, Work similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to OMNITRANS for all of its costs and damages, including, but not limited, any excess costs for such Work.

E. All finished or unfinished documents and materials produced or procured under this Agreement shall become OMNITRANS' property upon date of such termination.

F. If, after notice of termination of this Agreement under the provisions of this Section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 10, Termination for Convenience.

G. The rights and remedies of OMNITRANS provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

12. ASSIGNMENT

This Agreement, any interest herein or claim hereunder, may not be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONTRACTOR, without the prior written consent of OMNITRANS. Consent by OMNITRANS shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

13. SUBCONTRACTING

OMNITRANS hereby consents to CONTRACTOR's subcontracting of portions of the Work to the parties identified below for the functions described in CONTRACTOR's proposal. CONTRACTOR shall include in each subcontract agreement the stipulation that CONTRACTOR, not OMNITRANS, is solely responsible for payment to the subcontractor for all amounts owing and that the subcontractor shall have no claim, and shall take no action against OMNITRANS, Member Agencies or officers, directors, employees or sureties thereof for nonpayment by CONTRACTOR.

CONTRACTOR shall not, without the express written consent of Omnitrans, either:

a. Substitute any person, firm, or corporation as subcontractor in place of the subcontractors identified below; or

b. Permit any subcontract to be assigned or transferred; or

c. Allow work to be performed by anyone other than the original subcontractor listed below.

Subcontractor's Name and Address	Work to Be Performed
N/A	

14. INDEPENDENT CONTRACTOR

CONTRACTOR's relationship to OMNITRANS in the performance of this Agreement is that of an independent Contractor. CONTRACTOR's personnel performing Work under this Agreement shall at all times be under CONTRACTOR's exclusive direction and control and shall be employees of CONTRACTOR and not employees of OMNITRANS. CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

15. INSURANCE

A. INSURANCE REQUIREMENTS

1) **General Requirements for Contractor**

a. Without limiting or diminishing the Contractor's obligation to indemnify or hold Omnitrans harmless, Contractor shall procure, prior to commencement of the services required under this contract and maintain for the duration of the contract at its own expense, insurance of the kinds and in the amounts as indicated below;

b. Provide Omnitrans with valid original certificates of insurance and endorsements showing Omnitrans as an additional insured.

2) **Deductibles or Self-Insured Retention (SIR)**

SIR must be declared to and approved by Omnitrans. At the option of Omnitrans, either: the insurer shall reduce or eliminate such deductibles or SIR or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

3) **Other Insurance Provisions**

a. Commercial General Liability and Automobile Liability

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and

completed operations liability, personal and advertising injury covering claims which may arise from or out of Contractor's performance of its obligations hereunder and if Contractor's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used. Policy shall name Omnitrans, its officers, officials, employees, agents and volunteers as additional insured as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations of the scope of protection afforded Omnitrans, its officers, officials, employees, agents, and volunteers.

1. For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects Omnitrans, its officers, officials, employees, agents, and volunteers. Any insurance and/or deductibles and/or self-insured retentions or self-insured programs maintained by Omnitrans, its officers, officials, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not be construed as contributory.
2. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Omnitrans.

b. Workers' Compensation

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of Omnitrans and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

c. **Care, Custody, and Control**

Contractor shall insure any Omnitrans property while under its Care, Custody, and Control according to the requirements listed in the insurance coverage required.

4) **Acceptability of Insurers**

Insurance companies shall be State of California admitted or approved and have a current **A.M. Best's** rating of no less than **A:VIII.**

5) **Verification of Coverage**

a. Contractor shall furnish Omnitrans with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All insurance certificates and endorsements are to be received and approved by Omnitrans before work commences.

b. As an alternative, Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

c. In lieu of purchasing insurance and providing original endorsements and or certificates of insurance, the Contractor may provide proof of self-insurance; such proof must be to the satisfaction of Omnitrans.

6) **Subcontractors**

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

7) **Notification of Terminated Insurance**

Insurance shall not be terminated or expire without thirty (30) days written notice, and are required to be maintained in force until completion of the contract.

B. **MINIMUM INSURANCE COVERAGE**

If the Contractor maintains broader coverage and/or higher limits than the minimum requirements shown below, Omnitrans requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

1) ☒ **Commercial General Liability including Products/Completed Operations:** $1,000,000; per occurrence for bodily and property

damage liability and $2,000,000 aggregate; *Omnitrans named and endorsed as an Additional Insured.*

2) ☒ **Automobile Liability:** $1,000,000; per occurrence for bodily and property damage liability and aggregate; *Omnitrans named and endorsed as an Additional Insured.*

3) ☐ **Errors and Omissions Liability:** $1,000,000; combined single limit bodily and property damage liability per occurrence and $ 3,000,000 aggregate or,

4) ☐ **Professional Liability:** $1,000,000; per occurrence and aggregate.

5) ☒ **Workers' Compensation:** statutory limits or,

6) ☐ **Self Insurance Program:** a State Approved program in an amount and form that meets all applicable requirements of the Labor Code of the State of California.

7) ☒ **Employer's Liability**: $1,000,000; per occurrence.

8) ☐ **Environmental Liability:** $1,000,000; per occurrence and aggregate; *Omnitrans named and endorsed as an Additional Insured.*

9) ☐ **Umbrella Policy:** $4,000,000; per occurrence and aggregate Additional coverage for the above policies, *Omnitrans Additional Insured.*

10) ☐ All drivers making deliveries of products specified on this solicitation shall have Hazardous Materials Endorsements on their Commercial Driver's License, and such other Endorsements as may be required by relevant laws and/or regulations.

16. INDEMNITY

CONTRACTOR shall indemnify, defend and hold harmless OMNITRANS, and its member agencies, and their officers, directors, employees and agents from and against any and all liability, expense (including, but not limited to, defense costs and attorneys' fees), claims, causes of action, and lawsuits for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage (including property of CONTRACTOR) arising from or connected with any alleged act and/or omission of CONTRACTOR, its officers, directors, employees, agents, Subcontractors or suppliers. This indemnity shall survive termination or expiration of this Agreement and/or final payment thereunder.

17. REVISIONS IN SCOPE OF WORK

By written notice or order, OMNITRANS may, from time to time, order work suspension or make changes to this Agreement. Changes in the Work shall be

mutually agreed to and incorporated into an amendment to this Agreement. Upon execution of an amendment, CONTRACTOR shall perform the Work, as amended.

18. RIGHTS IN TECHNICAL DATA

A. No material or technical data prepared by CONTRACTOR under this Agreement is to be released by CONTRACTOR to any other person or entity except as necessary for the performance of the Work. All press releases or information concerning the Work that might appear in any publication or dissemination, including but not limited to, newspapers, magazines, and electronic media, shall first be authorized in writing by OMNITRANS.

B. The originals of all letters, documents, reports and other products and data produced under this Agreement shall become the property of OMNITRANS without restriction or limitation on their use and shall be made available upon request to OMNITRANS at any time. Original copies of such shall be delivered to OMNITRANS upon completion of the Work or termination of the Work. CONTRACTOR shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the prior written approval of OMNITRANS. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

19. OWNERSHIP OF REPORTS AND DOCUMENTS

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

20. OWNERSHIP RIGHTS

A. In the event OMNITRANS rightfully obtains copies of Proprietary Data under the terms of the separate License Agreement and Escrow Agreement that govern rights in Documentation, Software and Intellectual Property created and/or developed by Contractor, its Third Party Software Contractors and its Suppliers as part of the Project, any derivative works and associated documentation created by or on behalf of OMNITRANS by Permitted Programmers (as defined in the License Agreement) shall be the sole and exclusive property of OMNITRANS (collectively, "OMNITRANS Intellectual Property"), and OMNITRANS may use, disclose and exercise dominion and full rights of ownership, in any manner in

OMNITRANS Intellectual Property in connection with the use, operation and maintenance of a transportation system administered by OMNITRANS. No use of OMNITRANS Intellectual Property shall be made for any purpose other than in conjunction with a transportation system administered by CONTRACTOR, and OMNITRANS shall not sell, lease, rent, give away or otherwise disclose any OMNITRANS Intellectual Property to any outside third party other than Permitted Programmers. To the extent there may be any question of rights of ownership or use in any OMNITRANS Intellectual Property, Contractor shall require all of its subcontractors and suppliers (including without limitation its Third Party Software Contractors) to assign to OMNITRANS, all worldwide right, title and interest in and to all OMNITRANS Intellectual Property in a manner consistent with the foregoing terms of this paragraph. Contractor shall execute any documents as OMNITRANS may from time to time reasonably request to effectuate the terms of this paragraph.

B. All documentation and Software which predates this Contract and which otherwise owned by Contractor or its Third Party Software Contractors, and all Documentation and Software which is created by Contractor or its Third Party Software Contractors shall be Licensed Software or Licensed Documentation, as appropriate. All Licensed Software and Licensed Documentation shall be governed by the License Agreement by and between the parties of event date herewith.

21. WORK FOR HIRE

Any work created or produced as a part of this Agreement that may be defined under Section 101, Title 17, USC will be considered "work for hire" as it pertains to ownership rights. CONTRACTOR, by his/her endorsement hereon agrees that all rights to any work(s) created or produced are waived, and that ownership rests with OMNITRANS. CONTRACTOR further agrees to ensure transfer of all rights to such work(s), as defined under federal copyright law, that may be created or produced under this Agreement by its suppliers, contractors or subcontractors.

22. SUBMITTAL OF CLAIMS BY CONTRACTOR

CONTRACTOR shall file any and all claims with OMNITRANS' Project Manager in writing within thirty (30) days of the event or occurrence giving rise to the claim. The claim shall be in sufficient detail to enable OMNITRANS to ascertain the claim's basis and amount, and shall describe the date, place and other pertinent circumstances of the event or occurrence giving rise to the claim and the indebtedness, obligation, injury, loss or damages allegedly incurred by CONTRACTOR.

Even though a claim may be filed and/or in review by OMNITRANS, CONTRACTOR shall continue to perform in accordance with this Agreement.

23. EQUAL OPPORTUNITY

CONTRACTOR shall not discriminate against, or grant preferential treatment to, any individual or group, or any employee or applicant for employment because of race, age, religion, color, ethnicity, sex, national origin, ancestry, physical disability, mental disability, political affiliation, sexual orientation, marital status or other status protected by law. CONTRACTOR shall take action to ensure that applicants and employees are treated without regard to the above.

24. STANDARD OF PERFORMANCE

A. CONTRACTOR shall perform and exercise, and require its subcontractors to perform and exercise due professional care and competence in the performance of the Work in accordance with the requirements of this Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, completeness and coordination of the Work, it being understood that OMNITRANS will be relying upon such professional quality, accuracy, completeness and coordination in utilizing the Work. The foregoing obligations and standards shall constitute the "Standard of Performance" for purposes of this Agreement. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

B. All workers shall have sufficient skill and experience to perform the Work assigned to them. OMNITRANS shall have the right, at its sole discretion, to require the immediate removal of CONTRACTOR's personnel at any level assigned to the performance of the Work at no additional fee or cost to OMNITRANS, if OMNITRANS considers such removal in its best interests and requests such removal in writing and such request is not done for illegal reasons. Further, an employee who is removed from performing Work under this Agreement under this Article shall not be re-assigned to perform Work in any other capacity under this Agreement without OMNITRANS' prior written approval.

25. NOTIFICATION OF EMPLOYMENT OF OMNITRANS BOARD MEMBERS/ALTERNATES AND EMPLOYEES

To ensure compliance with OMNITRANS' Ethics Policy, CONTRACTOR shall provide written notice to OMNITRANS disclosing the identity of any individual who CONTRACTOR desires to employ or retain under a contract, and who (1) presently serves as a Board Member/Alternate or an employee of OMNITRANS, or (2) served as a Board Member/Alternate or an employee of OMNITRANS within the previous 12 months of the date of the proposed employment or retention by CONTRACTOR. CONTRACTOR's written notice shall indicate whether the individual will be an officer, principal or shareholder of the entity and/or will participate in the performance of this Agreement.

26. DISQUALIFYING POLITICAL CONTRIBUTIONS

In the event of a proposed amendment to this Agreement, CONTRACTOR shall provide prior to the execution of such amendment, a written statement disclosing any contribution(s) of $250 or more made by CONTRACTOR or its subcontractor(s) to Omnitrans Board Members/Alternates or employees within the preceding twelve (12) months of the date of the proposed amendment. Applicable contributions include those made by any agent/person/entity on behalf of CONTRACTOR or subcontractor(s).

27. COMPLIANCE WITH LAW

A. CONTRACTOR shall familiarize itself with and perform the Work required under this Agreement in conformity with requirements and standards of OMNITRANS, municipal and public agencies, public and private utilities, special districts, and railroad agencies whose facilities and work may be affected by Work under this Agreement. CONTRACTOR shall also comply with all Federal, state and local laws and ordinances.

B. Government regulations that directly affect the CONTRACTOR'S performance of this contract and unforeseen impacts, which neither party could have contemplated at the onset of the contract and have an unconscionable impact on the CONTRACTOR may be given special pricing consideration. The parties, in good faith, shall review established rates and may adopt any mutually agreed new rates, which shall only be effective as agreed upon by the parties. Thorough documentation including all cost elements is required to support the Contractor's claim to any relief under this clause.

28. COMPLIANCE WITH LOBBYING POLICIES

A. CONTRACTOR agrees that if it is a Lobbyist Employer or if it has retained a Lobbying Firm or Lobbyist, as such terms are defined by OMNITRANS in its Ethics Policy, it shall comply or ensure that its Lobbying Firm and Lobbyist complies with OMNITRANS' Ethics Policy.

B. If CONTRACTOR (Lobbyist Employer) or its Lobbying Firm or Lobbyist fails to comply, in whole or in part, with OMNITRANS' Ethics Policy, such failure shall be considered a material breach of this Agreement and OMNITRANS shall have the right to immediately terminate or suspend this Agreement.

29. PUBLIC RECORDS ACT

A. All records, documents, drawings, plans, specifications and other material relating to conduct of OMNITRANS' business, including materials submitted by CONTRACTOR in its proposal and during the course of performing the Work under this Agreement, shall become the exclusive

property of OMNITRANS and may be deemed public records. Said materials may be subject to the provisions of the California Public Records Act. OMNITRANS' use and disclosure of its records are governed by this Act.

B. OMNITRANS will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of trade secret, confidential or proprietary. OMNITRANS will accept materials clearly and prominently labeled "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY" as determined by CONTRACTOR. OMNITRANS will endeavor to notify CONTRACTOR of any request of the disclosure of such materials. Under no circumstances, however, will OMNITRANS be liable or responsible for the disclosure of any labeled materials whether the disclosure is required by law or a court order or occurs through inadvertence, mistake or negligence on the part of OMNITRANS or its officers, employees and/or contractors.

C. In the event of litigation concerning the disclosure of any material submitted by CONTRACTOR, OMNITRANS' sole involvement will be as a stake holder, retaining the material until otherwise ordered by a court. CONTRACTOR, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the materials, and shall defend, indemnify and hold OMNITRANS harmless from all costs and expenses, including attorneys' fees, in connection with such action.

30. WAIVER/INVALIDITY

No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of the provision, or of any other breach of the provision of the Agreement. Failure of either party to enforce any provision of this Agreement at any time shall not be construed as a waiver of that provision.

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

31. FORCE MAJEURE

Performance of each and all CONTRACTOR's and OMNITRANS' covenants herein shall be subject to such delays as may occur without CONTRACTOR's or OMNITRANS' fault from acts of God, strikes, riots, or from other similar causes beyond CONTRACTOR's or OMNITRANS' control.

32. CONFIDENTIALITY

CONTRACTOR agrees that for and during the entire term of this Agreement, any information, data, figures, records, findings and the like received or generated by CONTRACTOR in the performance of this Agreement, shall be considered and

kept as the private and privileged records of OMNITRANS and will not be divulged to any person, firm, corporation, or other entity except on the direct prior written authorization of OMNITRANS. Further, upon expiration or termination of this Agreement for any reason, CONTRACTOR agrees that it will continue to treat as private and privileged any information, data, figures, records, findings and the like, and will not release any such information to any person, firm, corporation or other entity, either by statement, deposition, or as a witness, except upon direct prior written authority of OMNITRANS.

33. CONTRACTOR'S INTERACTION WITH THE MEDIA AND THE PUBLIC

A. OMNITRANS shall review and approve in writing all OMNITRANS related copy proposed to be used by CONTRACTOR for advertising or public relations purposes prior to publication. CONTRACTOR shall not allow OMNITRANS related copy to be published in its advertisements and public relations programs prior to receiving such approval. CONTRACTOR shall ensure that all published information is factual and that it does not in any way imply that OMNITRANS endorses CONTRACTOR's firm, service, and/or product.

B. CONTRACTOR shall refer all inquiries from the news media to OMNITRANS, and shall comply with the procedures of OMNITRANS' Public Affairs staff regarding statements to the media relating to this Agreement or the Work.

C. If CONTRACTOR receives a complaint from a citizen or the community, CONTRACTOR shall inform OMNITRANS as soon as possible and inform OMNITRANS of any action taken to alleviate the situation.

D. The provisions of this Article shall survive the termination or expiration of this Agreement.

34. GOVERNING LAW

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California, and the proper venue of any action brought hereunder is and shall be the County of San Bernardino, California.

35. MODIFICATIONS TO AGREEMENT

Unless specified otherwise in the Agreement, this Agreement may only be modified by written mutual consent evidenced by signatures of representatives authorized to enter into and modify the Agreement. In order to be effective, amendments may require prior approval by OMNITRANS' Board of Directors, and in all instances require prior signature of an authorized representative of OMNITRANS.

36. LICENSING, PERMITS AND INSPECTION COSTS

A. The CONTRACTOR warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, and the County of San Bernardino, the Local Jurisdictions, and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of the Agreement. Further, FIRM warrants that its employees, agents, and contractors and subcontractors shall conduct themselves in compliance with such laws and licensure requirements including, without limitation, compliance with laws applicable to nondiscrimination, sexual harassment and ethical behavior throughout the duration of this Agreement. CONTRACTOR further warrants that it shall not retain or employ an unlicensed subcontractor to perform work on this Project. CONTRACTOR shall notify OMNITRANS immediately and in writing of its employees', agents', contractors' or subcontractors' inability to obtain or maintain, irrespective of the pendency of any appeal, any such licenses, permits, approvals, certificates, waivers, exemptions. Such inability shall be cause for termination of this Agreement.

B. CONTRACTOR shall procure all permits and licenses; pay all charges, assessments and fees, as may be required by the ordinances and regulations of the public agencies having jurisdiction over the areas in which the work is located, and shall comply with all the terms and conditions thereof and with all lawful orders and regulations of each such public agency relating to construction operations under the jurisdiction of such agency.

37. PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, and any and all of its Amendments, Appendices, Exhibits and Attachments; (2) provisions of IFB-MNT18-06 and any and all of its Addenda, Appendices, Exhibits and Attachments; and (3) CONTRACTOR's bid dated May 24, 2017.

38. ENTIRE AGREEMENT

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between OMNITRANS and CONTRACTOR and supersedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date shown below, and effective on the date first hereinabove written.

OMNITRANS	CONTRACTOR Cummins Pacific, LLC
P. Scott Graham CEO/General Manager	Doug Sperry Sales Manager
Date	Date

Federal Tax I.D. No. 03-0480510

IDP
CM___

Attachment C - Unit Pricing
MNT18-06E

Iten Num	Item Code	Description	Unit Price
9	216126	HOUSING(FILTER),CUMMINS 8.9 CRANKCASE	$48.53

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WARRANTY CLAIM PROCEDURE (REQUIRED)

Submit this form with the BID, failure to do so is grounds for disqualification.

Please provide an explanation of the Warranty Claim Procedure for exchange, replacement and reimbursement of repair costs. You may use the space below to explain or you may attach a copy of written procedures to this packet. Any attachment must be clearly marked as "Warranty Claim Procedure" to be considered responsive.

PLEASE REFER TO THE WARRANTY COVERAGE DOCUMENTS IMMEDIATELY FOLLOWING THIS PAGE.

Filtration

The Cummins Filtration Warranty

If you are dissatisfied with the performance of any Cummins Filtration product, we will gladly replace the product free of charge.

-Limited Warranty-

Warranty: In the unlikely event that a product defect necessitates repair of the engine or components, Cummins Filtration will reimburse reasonable costs to repair or replace, whichever is less, the damaged engine or components. Equipment warranties should not be voided solely due to the use of Cummins Filtration products.

Duration: This Warranty extends from the date of installation of the Cummins Filtration product through the duration of the OEM-recommended or Cummins Filtration published service life for the product, whichever is longer (consult the back of this form for specific product information).

Limitation: Cummins Filtration is not responsible for failure resulting from misuse, faulty installation, alteration, neglect, or accident; nor is Cummins Filtration responsible for downtime, loss of income, living expenses, or other incidental or consequential damages. The Warranty is the sole warranty made by Cummins Filtration. CUMMINS FILTRATION MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Effective date: 21-September-2006

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21-Sept-06
FGD-04-07-01-01 Rev. 5
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Warranty Coverage Period for Cummins Filtration Products

- **Service Parts:**

General Service Items	3 months from purchase date
Restriction Gauges	1 year from purchase date
Remote Heads	1 year from purchase date
Engine Block Heaters	1 year from purchase date
PTC Heater	1 year from purchase date

- **Air Housings and Liquid Filtration Assemblies:** 1 year from purchase date

- **Crankcase Ventilation Filters (open-OCV /closed-CCV)** 3 years from purchase date

- **Exhaust Products:**

Economy Mufflers	1 year from purchase date
Flex tubing	90 days from purchase date
Chrome	1 year (peeling or blistering)
Silencers	2 years from purchase date
Mufflers	4 years or 500 K miles Vertical 3 years when horizontal mounted

- **SERV (Small Engine & Recreational Vehicle)**

Exhaust Mufflers	1 year from purchase date
Air Cleaners	1 year from purchase date
Accessories (clamps, spark arrestors, etc.)	1 year from purchase date

- **Sy-Klone Air Pre-cleaners:** 2 years from purchase date

- **ESI (Extended Service Interval) Products:**
  ESI Products have a specific agreement between Cummins Filtration and the customer. The Warranty coverage of specific ESI products is part of this agreement. The coverage is based on factors such as drain intervals, type of oil used, duty cycle and other parameters. For more information about our ESI products and their coverage, contact the Sales representative in your area. To find your Sales Representative's name and telephone number, check the back cover of the Cummins Filtration Product Guide for the Customer Assistance contact in your area.

- **Dry-type Air Filters are NOT warranted if they have been cleaned or serviced in any manner.**

- **Cummins Filtration chemical products are warranted to be formulated, blended, and tested to meet OEM (Original Engine Manufacturers) requirements, and performance specifications established by the following international organizations:**

ASTM	(Automotive Society for Testing and Materials)
SAE	(Society of Automotive Engineers)
TMC	(Technology and Maintenance Council)
JIS	(Japanese Industrial Standard)

  Cummins Filtration cannot warrant its chemical products if they are mis-applied or used under improper maintenance practices.

- **Cummins Filtration Fuel Pro™, Diesel Pro™, Industrial Pro™, Sea Pro™, and Cummins Filtration REN™ :**

Hardware (Housing)	5 years from purchase date
Electrical Components	2 years from purchase date
General Service Hardware	Not warrantable

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21-Sept-06
FGD-04-07-01-01 Rev. 5
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CURRENT CLIENT REFERENCES. MINIMUM OF FIVE (5) REQUIRED

Submit this form with the BID/Proposal, with valid contact information, failure to do so is grounds for disqualification.

Company LA METRO
Address 470 BAUCHET STREET
City, ST, Zip LOS ANGELES, CA 90012
Phone Numbers/Email 213-922-5895 ROBERTSONAD@METRO.NET
Contact Name/Title ADAM ROBERTSON / EQUIPMENT MAINTENANCE MANAGER
Type of Engagement ENGINE SALES / PARTS + SERVICE SUPPORT

Company OCTA
Address 4301 MACARTHUR BLVD.
City, ST, Zip SANTA ANA, CA 92704
Phone Numbers/Email 714-668-4574, BHABIBE@OCTA.NET
Contact Name/Title BILL HABIBE / SECTION MANAGER - TRANSIT TECH. SERVICES
Type of Engagement ENGINE SALES / PARTS + SERVICE SUPPORT

Company RIVERSIDE TRANSIT AGENCY
Address 1825 THIRD STREET
City, ST, Zip RIVERSIDE, CA 92517
Phone Numbers/Email 951-565-5032 BBACH@RIVERSIDETRANSIT.COM
Contact Name/Title BOB BACH / DIRECTOR OF MAINTENANCE
Type of Engagement PARTS + SERVICE SUPPORT

Company SANTA MONICA'S BIG BLUE BUS
Address 1660 7TH STREET
City, ST, Zip SANTA MONICA, CA 90401
Phone Numbers/Email 310-458-1975 EXT 5009 GETTY.MODICA@SMGOV.NET
Contact Name/Title GETTY MODICA / TRANSIT MAINTENANCE OFFICER
Type of Engagement ENGINE SALES / PARTS + SERVICE SUPPORT

Company CITY OF CULVER CITY
Address 4343 DUQUESNE AVE.
City, ST, Zip CULVER CITY, CA
Phone Numbers/Email 310-253-6570 PAUL.CONDRAN@CULVERCITY.ORG
Contact Name/Title PAUL CONDRAN / EQUIPMENT MAINTENANCE MANAGER
Type of Engagement ENGINE SALES / PARTS + SERVICE SUPPORT

Bidder's/Proposer's Company Name CUMMINS PACIFIC, LLC
Legal Structure (corp./partner/proprietor) LIMITED LIABILITY COMPANY
Principle Office Address 1939 DEERE AVE.
City, ST, Zip IRVINE, CA 92606
Phone Number and E-Mail 562-415-2814 DOUG.E.SPERRY@CUMMINS.COM
Federal Employer Identification Number 03-0480510
Title of Person Authorized to Sign SALES MANAGER
Print Name of Person Authorized to Sign DOUG SPERRY
Date Signed and Authorized Signature 5-9-17

Rev08172016

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NOT ON EXCLUDED PARTIES LIST SYSTEM (REQUIRED)

Submit this form with the BID, failure to do so is grounds for disqualification.

The Bidder certifies that it is NOT on the Excluded Parties List System of ineligible firms for federally financed and assisted construction, materials, equipment contracts or services.

Bidder's Company Name	CUMMINS PACIFIC, LLC
Legal Structure (corp./partner/proprietor)	LIMITED LIABILITY COMPANY
Principle Office Address	1939 DEERE AVE.
City, ST, Zip	IRVINE, CA 92606
Phone Number	562-415-2814
Fax Number	562-415-2895
E-Mail	Doug.G.SPERRY@Cummins.com
Federal Employer Identification Number	03-0480510
Title of Person Authorized to Sign	SALES MANAGER
Print Name of Person Authorized to Sign	DOUG SPERRY
Date Signed and Authorized Signature	5-9-17

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DECLARATION OF NON-COLLUSION (REQUIRED)

Submit this form with the BID, failure to do so is grounds for disqualification.

I hereby declare (or affirm) under penalty of perjury that:

1. I am the bidder (if the bidder is an individual), a partner in the bid (if the bidder is a partnership), or an officer or employee of the bidding corporation and have authority to sign on its behalf (if the bidder is a corporation);
2. The bidder has independently produced the attached bid(s) without collusion, agreement, understanding or planned common course of action, with any other source, that would limit independent bidding competition;
3. The contents of the bid(s) have not been communicated by the bidder and or its employees and or agents to any person not an employee and or agent of the bidder and or its surety, on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid, and
4. I have fully informed myself regarding the accuracy of the statements made in this declaration.

Bidder's Company Name: CUMMINS PACIFIC, LLC
(corp./partnership/sole proprietor): LIMITED LIABILITY COMPANY
Principle Office Address: 1939 DEERE AVE.
City, ST, Zip: IRVINE, CA 92606
Phone Number: 562-415-2814
Fax Number: 562-415-2895
E-mail Number: DOUG.G.SPERRY@CUMMINS.COM
Federal Employer I.D. Number: 03-0480510
Title of Person Authorized to Sign: SALES MANAGER
Print Name Authorized to Sign: DOUG SPERRY
Authorized Signature: [signature]
Date Signed: 5-9-19

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DEBARMENT, SUSPENSION, & OTHER RESPONSIBILITY MATTERS
(REQUIRED >$25,000)

Submit this form with BID, failure to do so is grounds for disqualification.

One (1) form required of each bidder and subcontractor having greater than a $25,000 share of the bid. U.S. Code, Title 31, § 6101 note and U.S. DOT regulations on "Debarment and Suspension," 49 C.F.R. Part 29.

The Participant (the bidder and potential contractor or potential subcontractor for a third party contract) certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

An explanation must be attached to this certification regarding any exception(s).

The Primary Participant certifies that it has authority under State and local laws to comply with the subject assurances, the truthfulness and accuracy of the contents of this certification, any attached explanation submitted herewith, understands the applicability of 31 U.S.C. Sections 3801 *Et. Seq.* and that this certification has been legally made.

Bidder's Company Name	CUMMINS PACIFIC, LLC
Legal Structure (corp./partner/proprietor)	LIMITED LIABILITY COMPANY
Select One	☒ Prime or ☐ Subcontractor (submit after award)
Principle Office Address	1939 DEERE AVE.
City, ST, Zip	IRVINE, CA 92606
Phone Number	562-415-2814
Fax Number	562-415-2895
E-Mail	DOUG.G.SPERRY@CUMMINS.COM
Federal Employer Identification Number	03-0480510
Title of Person Authorized to Sign	SALES MANAGER
Print Name of Person Authorized to Sign	DOUG SPERRY
Date Signed and Authorized Signature	5-9-17

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* CUMMINS PACIFIC WILL NOT USE SUBCONTRACTORS OR DBE'S FOR THIS IFB

LIST OF SUBCONTRACTORS AND *DBES* (REQUIRED >½ OF 1% SHARE OF BID)

Submit this form with the BID/Proposal, failure to do so is grounds for disqualification.

One (1) form required of each bidder and proposed subcontractor having greater than ½ of 1% share of the bid. Government Code § 4100 on, "Subletting and Subcontract Fair Practices Act".

Company N/A
Address
City, ST, Zip
Phone Numbers/Email
Contact Name/Title
Type of Engagement
Type of work to be performed
Dollar value of participation DBE qualified? Yes ☐ No ☐

Company
Address
City, ST, Zip
Phone Number
Contact Name/Title
Type of Engagement
Type of work to be performed
Dollar value of participation DBE qualified? Yes ☐ No ☐

Company
Address
City, ST, Zip
Phone Number
Contact Name/Title
Type of Engagement
Type of work to be performed
Dollar value of participation DBE qualified? Yes ☐ No ☐

Total DBE participation Dollars % of Total Contract

Bidder's/Proposer's Company Name CUMMINS PACIFIC, LLC
Legal Structure (corp./partner/proprietor) LIMITED LIABILITY COMPANY
Principle Office Address 1939 DEERE AVE.
City, ST, Zip IRVINE, CA 92606
Phone Number and E-Mail 562-415-2814 DAVID.G.SPERRY@CUMMINS.COM
Federal Employer Identification Number 03-0480510
Title of Person Authorized to Sign SALES MANAGER
Print Name of Person Authorized to Sign DAVID SPERRY
Date Signed and Authorized Signature 5-9-17

DUPLICATE THIS FORM AS NECESSARY TO COMPLETE LIST (SIGN LAST ONE)

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*CUMMINS PACIFIC WILL NOT USE DBE'S FOR THIS IFB

PROPOSED DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

This form must be submitted with the BID, to have it considered during BID evaluation. The bidder intends to utilize the following DBE contractors on this project. Signature of participating DBE is confirmation of willingness to participate on this project.

Company N/A
Address
City, ST, zip
Phone Number
Fax Number
Contact Name
Type of work to be performed
Dollar value of participation
Signature of participating DBE

Company
Address
City, ST, zip
Phone Number
Fax Number
Contact Name
Type of work to be performed
Dollar value of participation
Signature of participating DBE

Company
Address
City, ST, zip
Phone Number
Fax Number
Contact Name
Type of work to be performed
Dollar value of participation
Signature of participating DBE

Company
Address
City, ST, zip
Phone Number
Fax Number
Contact Name
Type of work to be performed
Dollar value of participation
Signature of participating DBE

(DUPLICATE THIS FORM AS REQUIRED)

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RESTRICTIONS ON LOBBYING (REQUIRED >$100,000)

Submit this form before final contract award, failure to do so is grounds for disqualification.

One form required of bidder and subcontractor having greater than a $100,000 share of the bid. 31 U.S.C., § 1352 and U.S. DOT regulations on "New Restrictions on Lobbying," 49 C.F.R. Part 20.

Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operation Service Contract/Turnkey contracts.

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all tiers shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, as signed below, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Bidder's Company Name	CUMMINS PACIFIC, LLC
Legal Structure (corp./partner/proprietor)	LIMITED LIABILITY COMPANY
Select One	☒ Prime or ☐ Subcontractor (submit after award)
Principle Office Address	1939 DEERE AVE.
City, ST, Zip	IRVINE, CA 92606
Phone Number	562-415-2814
Fax Number	562-415-2895
E-Mail	Doug.G.SPERRY@Cummins.COM
Federal Employer Identification Number	03-0480510
Title of Person Authorized to Sign	SALES MANAGER
Print Name of Person Authorized to Sign	Doug SPERRY
Date Signed and Authorized Signature	5-9-17

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STATUS OF PAST AND PRESENT CONTRACTS FORM (REQUIRED)

Submit this form with the PROPOSAL, failure to do so is grounds for disqualification.

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

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

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

Project city/agency/other: N/A

Contact Name: _____ Phone: _____

Project Award Date: _____ Original Contract Value: _____

Term of Contract: _____

(1) Litigation, claims, settlements, arbitrations, or investigations associated with contract:

N/A

(2) Summary and Status of contract:

N/A

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(3) Summary and Status of action identified in (1):
N/A

(4) Reason for termination, if applicable:
N/A

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

Proposer's Company Name	CUMMINS PACIFIC, LLC
Legal Structure (corp./partner/proprietor)	LIMITED LIABILITY COMPANY
Principle Office Address	1939 DEERE AVE.
City, ST, Zip	IRVINE, CA 92606
Phone Number	562-415-2814
Fax Number	562-415-2895
E-Mail	DOUG.G.SPERRY@CUMMINS.COM
Federal Employer Identification Number	03-0480510
Title of Person Authorized to Sign	SALES MANAGER
Print Name of Person Authorized to Sign	DOUG SPERRY
Date Signed and Authorized Signature	5-9-17

Request for Clarifications, Recommendations, Approved Equals

Submit this form, or a form in similar format, with your requests for approved equals.
***Incomplete requests will be rejected.** Submit your request by the due date in the Schedule.*

Request #: _____ Section #: _____ Page # _____ Subsection #: _____ Paragraph #: _____

Clarifications, Recommendations, Approved Equal Requests (include rationale):

N/A

Bidder's Company Name: CUMMINS PACIFIC, LLC
Principle Office Address: 1939 DEERE AVE.
City, ST, Zip: IRVINE, CA 92606
Phone Number: 562-415-2814
Fax Number: 562-415-2895
E-Mail: DOUG.G.SPERRY@CUMMINS.COM
Requestor's Name: DOUG SPERRY
Date Signed and Authorized Signature: 5-15-17

CONTRACT AGREEMENT

between

CONTRACTOR
Parts Authority Metro, LLC
535 Tennis Court Lane
San Bernardino, California 92408

(hereinafter "CONTRACTOR")
Telephone: (909) 885-2886
Email: fleet@partsauthority.com

CONTRACT DOCUMENTS

CONTRACT NO. MNT18-06F

BUS FILTERS

And

Contract Amount: $7,500.00

Omnitrans
1700 West Fifth Street
San Bernardino, CA 92411
(hereinafter "OMNITRANS")

Omnitrans Project Manager:
Name: Rick Barone
Title: Materials Manager
Telephone: (909) 379-7204
Email:
rick.barone@omnitrans.org

Contract Administrator:
Name: Christine Van Matre
Title: Contract Administrator
Telephone: (909) 379-7122
Email:
christine.vanmatre@omnitrans.org

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ATTACHMENT A – SCOPE OF WORK

ATTACHMENT B – REGULATORY REQUIREMENTS

ATTACHMENT C – PRICING

ATTACHMENT D - FORMS

This Agreement is made and entered into as of this ____ day of _____, and between Omnitrans (hereinafter referred to as "OMNITRANS") and Parts Authority Metro, LLC (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, OMNITRANS is a joint powers authority organized under Section 6500 et seq. of the California Government Code with power to contract for services described in Attachment A to this Agreement entitled "Attachment A, Scope of Work" (hereinafter referred to as "Work");

WHEREAS, CONTRACTOR has indicated it is qualified to perform such services and (1) has reviewed all the available data furnished by OMNITRANS pertinent to the Work to be rendered; (2) has inspected and reviewed the Work to be rendered; (3) will exercise the ordinary care and skill expected of a practitioner in its profession; and (4) is willing to accept responsibility of performing the Work set forth in this Agreement for the compensation and in accordance with the terms, requirements and conditions herein specified;

NOW, THEREFORE, for the consideration hereinafter stated, the parties agree as follows:

1. SCOPE OF WORK

A. CONTRACTOR will perform the Work and related tasks as described in Attachment A, Scope of Work hereto and is incorporated by reference into and made a part of this Agreement.

B. This is a non-exclusive Agreement, whereby OMNITRANS may, at its sole discretion, augment or supplant the Work with its own forces or forces of another contractor or entity. CONTRACTOR will cooperate fully with OMNITRANS' staff or other contractor or entity that may be providing similar or the same Work for OMNITRANS.

2. PERIOD OF PERFORMANCE

The term of this Agreement shall be from the date of execution of this Agreement and continue in effect through _____, unless terminated as specified in Section 10 and 11 of this Agreement. Omnitrans has no obligation to purchase any specified amount of products/services. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

Omnitrans' election to extend the Agreement beyond the Initial Term shall not diminish its right to terminate the Agreement for Omnitrans' convenience or CONTRACTORS default as provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period extended from through _____, which period encompasses the Initial Term and the Option Year One and Option Year Two.

3. CONTRACT OPTIONS

A. Omnitrans will have the unilateral right in the contract by which, for a specified time, Omnitrans may elect to purchase additional services called for by the contract, or may elect to extend the term of the contract. The requirements below apply:

1) Any options that were requested by Omnitrans and/or contained in the Contractor's PROPOSAL or offer must have been evaluated in making the contract award prior to exercising any such options.

2) Since Contractor's proposed pricing for the option years and additional services are considered in evaluating the Contractor's original proposal and form the basis for awarding the contract, Contractor shall be bound by the proposal pricing for additional services and/or option years, unless otherwise provided herein.

B. Omnitrans will provide a minimum of thirty days (30) written notice to the Contractor of Omnitrans' exercise of its option to extend the contract years. Omnitrans may give notice of its exercise of the option for additional services at any time during the term of the contract. The minimum time for the written notice may be waived by mutual agreement.

4. COMPENSATION

A. For CONTRACTOR's full and complete performance of its obligations under this Agreement, OMNITRANS shall pay CONTRACTOR on a FIXED PRICE basis at the fully burdened fixed rates shown in Attachment C, and subject to the maximum cumulative payment obligation.

B. OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed Seven Thousand Five Hundred Dollars ($7,500), including all amounts payable to CONTRACTOR for all costs, including but not limited to direct labor, other direct costs, subcontracts, indirect costs including, but not limited to, leases, materials, taxes, insurance, and profit.

C. If during the course of the contract Omnitrans requires different parts other than those covered by this contract, pricing for such parts will be negotiated separately.

D. Contractor shall hold pricing firm for the duration of the three year base contract term. On an annual basis thereafter, Contractor may submit a request for a price adjustment based on Consumer Price Index and must provide justification with the request.

5. INVOICING AND PAYMENT

A. CONTRACTOR shall invoice OMNITRANS on a monthly basis no later than the 15th of each month. CONTRACTOR shall furnish information as may be requested by OMNITRANS to substantiate the validity of an invoice.

CONTRACTOR shall submit invoices in duplicate to:

OMNITRANS
1700 West Fifth Street
San Bernardino, CA 92411
Attn: Accounts Payable

Accountspayable@omnitrans.org

Contracts@omnitrans.org

A separate invoice shall be used for each shipment. Each invoice shall include, at minimum, the following information:

- Contract number
- Invoice number
- Description of delivery
- Delivery Date
- Total quantity delivered
- Information as requested by OMNITRANS

B. OMNITRANS shall remit payment within thirty (30) calendar days of approval of the invoices by OMNITRANS' Project Manager.

In the event OMNITRANS should overpay CONTRACTOR, such overpayment shall not be construed as a waiver of OMNITRANS' right to obtain reimbursement for the overpayment. Upon discovering any overpayment, either on its own or upon notice of OMNITRANS, CONTRACTOR shall immediately reimburse OMNITRANS the entire overpayment or, at its sole discretion, OMNITRANS may deduct such overpayment amount from monies due to CONTRACTOR under this Agreement or any other Agreement between OMNITRANS and CONTRACTOR.

C. TITLE

a. Title shall pass to Omnitrans at the time of payment.

b. The title transferred as above shall in each case be good, and free and clear from any and all security interests, liens, and/or other encumbrances.

c. The transfer of title as specified above shall not imply Acceptance by Omnitrans, nor relieve the Contractor from the responsibility for strict compliance with the Contract, including warranty as specified in the Article entitled Warranty of Work, and for any loss of or damage to the Work.

d. The Contractor at its own expense shall promptly execute, acknowledge, and deliver to the Omnitrans proper bills of sale or other written instruments of title in a form as required by Omnitrans; said instruments shall convey to the Omnitrans' title free and clear of debts, claims, liens, mortgages, taxes, and/or encumbrances.

e. Contractor shall have title to and bear the risk of any loss of or damage to Work purchased hereunder until they are delivered, unloaded, and received by Omnitrans at the FOB Destination specified herein. Contractor's responsibility for loss or damage except for loss or damage resulting from Contractor's negligence, shall cease when title passes to Omnitrans.

6. AUDIT AND INSPECTION OF RECORDS

CONTRACTOR agrees that OMNITRANS or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, employment records or other records relating to this Agreement. Such material, including all pertinent cost, accounting, financial records, and proprietary data must be kept and maintained by CONTRACTOR for a period of three (3) years after completion of this Agreement unless OMNITRANS' written permission is given to CONTRACTOR to dispose of material prior to this time.

7. NOTIFICATION

All notices hereunder concerning this Agreement and the Work to be performed shall be physically transmitted by courier, overnight, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To OMNITRANS:	To CONTRACTOR:
Omnitrans 1700 West Fifth Street San Bernardino, CA 92411 Attn: Christine Van Matre Contract Administrator	Parts Authority Metro, LLC 535 Tennis Court Lane San Bernardino, CA 92408 Attn: Michael G. Brown Fleet Coordinator

8. OMNITRANS' AND CONTRACTOR'S REPRESENTATIVES

A. OMNITRANS' Project Manager

Contracting Officer: OMNITRANS' CEO/General Manager or his authorized designee who has authority to execute contracts on behalf of OMNITRANS.

Project Manager: Rick Barone, Materials Manager.

a. Except as expressly specified in this Agreement, the Contracting Officer may exercise any powers, rights and/or privileges that have been lawfully delegated by OMNITRANS. Nothing in this Agreement should be construed to bind OMNITRANS for acts of its officers, employees, and/or agents that exceed the delegation of authority specified herein.

b. The Contracting Officer has delegated to the Project Manager certain powers and duties in connection with this Agreement. The Project Manager is the authorized representative of the Contracting Officer for matters related to this Agreement. The Project Manager or his/her designee is empowered to:

1. Have general oversight of the Work and this Agreement, including the power to enforce compliance with this Agreement.

2. Reserve the right to remove any portion of the Work from CONTRACTOR which have not been performed to OMNITRANS' satisfaction.

3. Subject to the review and acceptance by OMNITRANS, negotiate with CONTRACTOR all adjustments pertaining to this Agreement for revision.

c. In addition to the foregoing, the Project Manager shall have those rights and powers expressly set forth in other sections of this Agreement.

B. **Contractor's Key Personnel**

The following are CONTRACTOR's key personnel and their associated roles in the Work to be provided:

Name	Role
Michael Stinson	Project Manager
Michael Brown	Fleet Coordinator
Sandra Vanhassel	Store Manager
Mark Tsutsui	Director of Operations

Any propose/substitution or replacement by Contractor of Contractor's key personnel shall ensure that such person possesses the same or better expertise and experience than the key personnel being substituted or replaced. Omnitrans reserves the right to interview such person to ascertain and verify if such proposed substitution or replacement does in deed possess such expertise and experience.

OMNITRANS awarded this Agreement to CONTRACTOR based on OMNITRANS' confidence and reliance on the expertise of CONTRACTOR's key personnel described above. CONTRACTOR shall not reassign key personnel or assign other personnel to key personnel roles until CONTRACTOR obtains prior written approval from OMNITRANS.

9. DISPUTE RESOLUTION

Any disputes between the successful CONTRACTOR and OMNITRANS relating to the implementation or administration of the Contract shall be resolved in accordance with this section.

A. The parties shall first attempt to resolve the dispute informally in meetings or communications between proposer and OMNITRANS.

B. If the dispute remains unresolved fifteen (15) days after it first arises, proposer may request that Omnitrans' CEO/General Manager issue a recommended decision on the matter in dispute. Omnitrans' CEO/General Manager shall issue the recommended decision in writing and provide a copy to proposer.

C. If the dispute remains unresolved after review by Omnitrans' CEO/General Manager, either party may seek judicial resolution of the dispute in an appropriate Court of the State of California.

D. Pending final resolution of a dispute under this section, proposer shall proceed diligently with performance in accordance with the Contract and Omnitrans' CEO/General Manager's recommended decision.

10. TERMINATION FOR CONVENIENCE

OMNITRANS may terminate this Agreement in whole or in part for OMNITRANS' convenience. Omnitrans' CEO/General Manager shall terminate this Agreement by a written Notice of Termination to CONTRACTOR specifying the nature, extent, and effective date of the termination. Upon receipt of the notice of termination, CONTRACTOR shall immediately discontinue all Work affected and deliver all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process, to Omnitrans' CEO/General Manager. OMNITRANS shall make an equitable adjustment in the Agreement for Work already performed, but shall not allow anticipated profit on unperformed services. Force Majeure shall apply.

11. TERMINATION FOR BREACH OF AGREEMENT

A. If CONTRACTOR fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger timely performance of this Agreement, OMNITRANS may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to OMNITRANS within the time permitted by OMNITRANS, then OMNITRANS may terminate this Agreement due to CONTRACTOR's breach of this Agreement.

B. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then OMNITRANS may immediately terminate this Agreement.

C. If CONTRACTOR violates Section 28, Compliance with Lobbying Policies, of this Agreement, then OMNITRANS may immediately terminate this Agreement.

D. In the event OMNITRANS terminates this Agreement as provided in this Section, OMNITRANS may procure, upon such terms and in such manner as OMNITRANS may deem appropriate, Work similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to OMNITRANS for all of its costs and damages, including, but not limited, any excess costs for such Work.

E. All finished or unfinished documents and materials produced or procured under this Agreement shall become OMNITRANS' property upon date of such termination.

F. If, after notice of termination of this Agreement under the provisions of this Section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 10, Termination for Convenience.

G. The rights and remedies of OMNITRANS provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

12. ASSIGNMENT

This Agreement, any interest herein or claim hereunder, may not be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONTRACTOR, without the prior written consent of OMNITRANS. Consent by OMNITRANS shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

13. SUBCONTRACTING

OMNITRANS hereby consents to CONTRACTOR's subcontracting of portions of the Work to the parties identified below for the functions described in CONTRACTOR's proposal. CONTRACTOR shall include in each subcontract agreement the stipulation that CONTRACTOR, not OMNITRANS, is solely responsible for payment to the subcontractor for all amounts owing and that the subcontractor shall have no claim, and shall take no action against OMNITRANS, Member Agencies or officers, directors, employees or sureties thereof for nonpayment by CONTRACTOR.

CONTRACTOR shall not, without the express written consent of Omnitrans, either:

a. Substitute any person, firm, or corporation as subcontractor in place of the subcontractors identified below; or

b. Permit any subcontract to be assigned or transferred; or

c. Allow work to be performed by anyone other than the original subcontractor listed below.

Subcontractor's Name and Address	Work to Be Performed
N/A	

14. INDEPENDENT CONTRACTOR

CONTRACTOR's relationship to OMNITRANS in the performance of this Agreement is that of an independent Contractor. CONTRACTOR's personnel performing Work under this Agreement shall at all times be under CONTRACTOR's exclusive direction and control and shall be employees of CONTRACTOR and not employees of OMNITRANS. CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

15. INSURANCE

A. INSURANCE REQUIREMENTS

1) **General Requirements for Contractor**

a. Without limiting or diminishing the Contractor's obligation to indemnify or hold Omnitrans harmless, Contractor shall procure, prior to commencement of the services required under this contract and maintain for the duration of the contract at its own expense, insurance of the kinds and in the amounts as indicated below;

b. Provide Omnitrans with valid original certificates of insurance and endorsements showing Omnitrans as an additional insured.

2) **Deductibles or Self-Insured Retention (SIR)**

SIR must be declared to and approved by Omnitrans. At the option of Omnitrans, either: the insurer shall reduce or eliminate such deductibles or SIR or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

3) **Other Insurance Provisions**

a. Commercial General Liability and Automobile Liability

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and

completed operations liability, personal and advertising injury covering claims which may arise from or out of Contractor's performance of its obligations hereunder and if Contractor's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used. Policy shall name Omnitrans, its officers, officials, employees, agents and volunteers as additional insured as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations of the scope of protection afforded Omnitrans, its officers, officials, employees, agents, and volunteers.

1. For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects Omnitrans, its officers, officials, employees, agents, and volunteers. Any insurance and/or deductibles and/or self-insured retentions or self-insured programs maintained by Omnitrans, its officers, officials, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not be construed as contributory.
2. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Omnitrans.

b. Workers' Compensation

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of Omnitrans and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

c. Care, Custody, and Control

Contractor shall insure any Omnitrans property while under its Care, Custody, and Control according to the requirements listed in the insurance coverage required.

4) **Acceptability of Insurers**

Insurance companies shall be State of California admitted or approved and have a current **A.M. Best's** rating of no less than **A:VIII.**

5) **Verification of Coverage**

a. Contractor shall furnish Omnitrans with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All insurance certificates and endorsements are to be received and approved by Omnitrans before work commences.

b. As an alternative, Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

c. In lieu of purchasing insurance and providing original endorsements and or certificates of insurance, the Contractor may provide proof of self-insurance; such proof must be to the satisfaction of Omnitrans.

6) **Subcontractors**

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

7) **Notification of Terminated Insurance**

Insurance shall not be terminated or expire without thirty (30) days written notice, and are required to be maintained in force until completion of the contract.

B. **MINIMUM INSURANCE COVERAGE**

If the Contractor maintains broader coverage and/or higher limits than the minimum requirements shown below, Omnitrans requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

1) ☒ **Commercial General Liability including Products/Completed Operations:** $1,000,000; per occurrence for bodily and property

damage liability and $2,000,000 aggregate; *Omnitrans named and endorsed as an Additional Insured.*

2) ☒ **Automobile Liability:** $1,000,000; per occurrence for bodily and property damage liability and aggregate; *Omnitrans named and endorsed as an Additional Insured.*

3) ☐ **Errors and Omissions Liability:** $1,000,000; combined single limit bodily and property damage liability per occurrence and $ 3,000,000 aggregate or,

4) ☐ **Professional Liability:** $1,000,000; per occurrence and aggregate.

5) ☒ **Workers' Compensation:** statutory limits or,

6) ☐ **Self Insurance Program:** a State Approved program in an amount and form that meets all applicable requirements of the Labor Code of the State of California.

7) ☒ **Employer's Liability**: $1,000,000; per occurrence.

8) ☐ **Environmental Liability:** $1,000,000; per occurrence and aggregate; *Omnitrans named and endorsed as an Additional Insured.*

9) ☐ **Umbrella Policy:** $4,000,000; per occurrence and aggregate Additional coverage for the above policies, *Omnitrans Additional Insured.*

10) ☐ All drivers making deliveries of products specified on this solicitation shall have Hazardous Materials Endorsements on their Commercial Driver's License, and such other Endorsements as may be required by relevant laws and/or regulations.

16. INDEMNITY

CONTRACTOR shall indemnify, defend and hold harmless OMNITRANS, and its member agencies, and their officers, directors, employees and agents from and against any and all liability, expense (including, but not limited to, defense costs and attorneys' fees), claims, causes of action, and lawsuits for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage (including property of CONTRACTOR) arising from or connected with any alleged act and/or omission of CONTRACTOR, its officers, directors, employees, agents, Subcontractors or suppliers. This indemnity shall survive termination or expiration of this Agreement and/or final payment thereunder.

17. REVISIONS IN SCOPE OF WORK

By written notice or order, OMNITRANS may, from time to time, order work suspension or make changes to this Agreement. Changes in the Work shall be

mutually agreed to and incorporated into an amendment to this Agreement. Upon execution of an amendment, CONTRACTOR shall perform the Work, as amended.

18. RIGHTS IN TECHNICAL DATA

A. No material or technical data prepared by CONTRACTOR under this Agreement is to be released by CONTRACTOR to any other person or entity except as necessary for the performance of the Work. All press releases or information concerning the Work that might appear in any publication or dissemination, including but not limited to, newspapers, magazines, and electronic media, shall first be authorized in writing by OMNITRANS.

B. The originals of all letters, documents, reports and other products and data produced under this Agreement shall become the property of OMNITRANS without restriction or limitation on their use and shall be made available upon request to OMNITRANS at any time. Original copies of such shall be delivered to OMNITRANS upon completion of the Work or termination of the Work. CONTRACTOR shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the prior written approval of OMNITRANS. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

19. OWNERSHIP OF REPORTS AND DOCUMENTS

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

20. OWNERSHIP RIGHTS

A. In the event OMNITRANS rightfully obtains copies of Proprietary Data under the terms of the separate License Agreement and Escrow Agreement that govern rights in Documentation, Software and Intellectual Property created and/or developed by Contractor, its Third Party Software Contractors and its Suppliers as part of the Project, any derivative works and associated documentation created by or on behalf of OMNITRANS by Permitted Programmers (as defined in the License Agreement) shall be the sole and exclusive property of OMNITRANS (collectively, "OMNITRANS Intellectual Property"), and OMNITRANS may use, disclose and exercise dominion and full rights of ownership, in any manner in

OMNITRANS Intellectual Property in connection with the use, operation and maintenance of a transportation system administered by OMNITRANS. No use of OMNITRANS Intellectual Property shall be made for any purpose other than in conjunction with a transportation system administered by CONTRACTOR, and OMNITRANS shall not sell, lease, rent, give away or otherwise disclose any OMNITRANS Intellectual Property to any outside third party other than Permitted Programmers. To the extent there may be any question of rights of ownership or use in any OMNITRANS Intellectual Property, Contractor shall require all of its subcontractors and suppliers (including without limitation its Third Party Software Contractors) to assign to OMNITRANS, all worldwide right, title and interest in and to all OMNITRANS Intellectual Property in a manner consistent with the foregoing terms of this paragraph. Contractor shall execute any documents as OMNITRANS may from time to time reasonably request to effectuate the terms of this paragraph.

B. All documentation and Software which predates this Contract and which otherwise owned by Contractor or its Third Party Software Contractors, and all Documentation and Software which is created by Contractor or its Third Party Software Contractors shall be Licensed Software or Licensed Documentation, as appropriate. All Licensed Software and Licensed Documentation shall be governed by the License Agreement by and between the parties of event date herewith.

21. WORK FOR HIRE

Any work created or produced as a part of this Agreement that may be defined under Section 101, Title 17, USC will be considered "work for hire" as it pertains to ownership rights. CONTRACTOR, by his/her endorsement hereon agrees that all rights to any work(s) created or produced are waived, and that ownership rests with OMNITRANS. CONTRACTOR further agrees to ensure transfer of all rights to such work(s), as defined under federal copyright law, that may be created or produced under this Agreement by its suppliers, contractors or subcontractors.

22. SUBMITTAL OF CLAIMS BY CONTRACTOR

CONTRACTOR shall file any and all claims with OMNITRANS' Project Manager in writing within thirty (30) days of the event or occurrence giving rise to the claim. The claim shall be in sufficient detail to enable OMNITRANS to ascertain the claim's basis and amount, and shall describe the date, place and other pertinent circumstances of the event or occurrence giving rise to the claim and the indebtedness, obligation, injury, loss or damages allegedly incurred by CONTRACTOR.

Even though a claim may be filed and/or in review by OMNITRANS, CONTRACTOR shall continue to perform in accordance with this Agreement.

23. EQUAL OPPORTUNITY

CONTRACTOR shall not discriminate against, or grant preferential treatment to, any individual or group, or any employee or applicant for employment because of race, age, religion, color, ethnicity, sex, national origin, ancestry, physical disability, mental disability, political affiliation, sexual orientation, marital status or other status protected by law. CONTRACTOR shall take action to ensure that applicants and employees are treated without regard to the above.

24. STANDARD OF PERFORMANCE

A. CONTRACTOR shall perform and exercise, and require its subcontractors to perform and exercise due professional care and competence in the performance of the Work in accordance with the requirements of this Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, completeness and coordination of the Work, it being understood that OMNITRANS will be relying upon such professional quality, accuracy, completeness and coordination in utilizing the Work. The foregoing obligations and standards shall constitute the "Standard of Performance" for purposes of this Agreement. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

B. All workers shall have sufficient skill and experience to perform the Work assigned to them. OMNITRANS shall have the right, at its sole discretion, to require the immediate removal of CONTRACTOR's personnel at any level assigned to the performance of the Work at no additional fee or cost to OMNITRANS, if OMNITRANS considers such removal in its best interests and requests such removal in writing and such request is not done for illegal reasons. Further, an employee who is removed from performing Work under this Agreement under this Article shall not be re-assigned to perform Work in any other capacity under this Agreement without OMNITRANS' prior written approval.

25. NOTIFICATION OF EMPLOYMENT OF OMNITRANS BOARD MEMBERS/ALTERNATES AND EMPLOYEES

To ensure compliance with OMNITRANS' Ethics Policy, CONTRACTOR shall provide written notice to OMNITRANS disclosing the identity of any individual who CONTRACTOR desires to employ or retain under a contract, and who (1) presently serves as a Board Member/Alternate or an employee of OMNITRANS, or (2) served as a Board Member/Alternate or an employee of OMNITRANS within the previous 12 months of the date of the proposed employment or retention by CONTRACTOR. CONTRACTOR's written notice shall indicate whether the individual will be an officer, principal or shareholder of the entity and/or will participate in the performance of this Agreement.

26. DISQUALIFYING POLITICAL CONTRIBUTIONS

In the event of a proposed amendment to this Agreement, CONTRACTOR shall provide prior to the execution of such amendment, a written statement disclosing any contribution(s) of $250 or more made by CONTRACTOR or its subcontractor(s) to Omnitrans Board Members/Alternates or employees within the preceding twelve (12) months of the date of the proposed amendment. Applicable contributions include those made by any agent/person/entity on behalf of CONTRACTOR or subcontractor(s).

27. COMPLIANCE WITH LAW

A. CONTRACTOR shall familiarize itself with and perform the Work required under this Agreement in conformity with requirements and standards of OMNITRANS, municipal and public agencies, public and private utilities, special districts, and railroad agencies whose facilities and work may be affected by Work under this Agreement. CONTRACTOR shall also comply with all Federal, state and local laws and ordinances.

B. Government regulations that directly affect the CONTRACTOR'S performance of this contract and unforeseen impacts, which neither party could have contemplated at the onset of the contract and have an unconscionable impact on the CONTRACTOR may be given special pricing consideration. The parties, in good faith, shall review established rates and may adopt any mutually agreed new rates, which shall only be effective as agreed upon by the parties. Thorough documentation including all cost elements is required to support the Contractor's claim to any relief under this clause.

28. COMPLIANCE WITH LOBBYING POLICIES

A. CONTRACTOR agrees that if it is a Lobbyist Employer or if it has retained a Lobbying Firm or Lobbyist, as such terms are defined by OMNITRANS in its Ethics Policy, it shall comply or ensure that its Lobbying Firm and Lobbyist complies with OMNITRANS' Ethics Policy.

B. If CONTRACTOR (Lobbyist Employer) or its Lobbying Firm or Lobbyist fails to comply, in whole or in part, with OMNITRANS' Ethics Policy, such failure shall be considered a material breach of this Agreement and OMNITRANS shall have the right to immediately terminate or suspend this Agreement.

29. PUBLIC RECORDS ACT

A. All records, documents, drawings, plans, specifications and other material relating to conduct of OMNITRANS' business, including materials submitted by CONTRACTOR in its proposal and during the course of performing the Work under this Agreement, shall become the exclusive

property of OMNITRANS and may be deemed public records. Said materials may be subject to the provisions of the California Public Records Act. OMNITRANS' use and disclosure of its records are governed by this Act.

B. OMNITRANS will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of trade secret, confidential or proprietary. OMNITRANS will accept materials clearly and prominently labeled "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY" as determined by CONTRACTOR. OMNITRANS will endeavor to notify CONTRACTOR of any request of the disclosure of such materials. Under no circumstances, however, will OMNITRANS be liable or responsible for the disclosure of any labeled materials whether the disclosure is required by law or a court order or occurs through inadvertence, mistake or negligence on the part of OMNITRANS or its officers, employees and/or contractors.

C. In the event of litigation concerning the disclosure of any material submitted by CONTRACTOR, OMNITRANS' sole involvement will be as a stake holder, retaining the material until otherwise ordered by a court. CONTRACTOR, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the materials, and shall defend, indemnify and hold OMNITRANS harmless from all costs and expenses, including attorneys' fees, in connection with such action.

30. WAIVER/INVALIDITY

No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of the provision, or of any other breach of the provision of the Agreement. Failure of either party to enforce any provision of this Agreement at any time shall not be construed as a waiver of that provision.

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

31. FORCE MAJEURE

Performance of each and all CONTRACTOR's and OMNITRANS' covenants herein shall be subject to such delays as may occur without CONTRACTOR's or OMNITRANS' fault from acts of God, strikes, riots, or from other similar causes beyond CONTRACTOR's or OMNITRANS' control.

32. CONFIDENTIALITY

CONTRACTOR agrees that for and during the entire term of this Agreement, any information, data, figures, records, findings and the like received or generated by CONTRACTOR in the performance of this Agreement, shall be considered and

kept as the private and privileged records of OMNITRANS and will not be divulged to any person, firm, corporation, or other entity except on the direct prior written authorization of OMNITRANS. Further, upon expiration or termination of this Agreement for any reason, CONTRACTOR agrees that it will continue to treat as private and privileged any information, data, figures, records, findings and the like, and will not release any such information to any person, firm, corporation or other entity, either by statement, deposition, or as a witness, except upon direct prior written authority of OMNITRANS.

33. CONTRACTOR'S INTERACTION WITH THE MEDIA AND THE PUBLIC

A. OMNITRANS shall review and approve in writing all OMNITRANS related copy proposed to be used by CONTRACTOR for advertising or public relations purposes prior to publication. CONTRACTOR shall not allow OMNITRANS related copy to be published in its advertisements and public relations programs prior to receiving such approval. CONTRACTOR shall ensure that all published information is factual and that it does not in any way imply that OMNITRANS endorses CONTRACTOR's firm, service, and/or product.

B. CONTRACTOR shall refer all inquiries from the news media to OMNITRANS, and shall comply with the procedures of OMNITRANS' Public Affairs staff regarding statements to the media relating to this Agreement or the Work.

C. If CONTRACTOR receives a complaint from a citizen or the community, CONTRACTOR shall inform OMNITRANS as soon as possible and inform OMNITRANS of any action taken to alleviate the situation.

D. The provisions of this Article shall survive the termination or expiration of this Agreement.

34. GOVERNING LAW

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California, and the proper venue of any action brought hereunder is and shall be the County of San Bernardino, California.

35. MODIFICATIONS TO AGREEMENT

Unless specified otherwise in the Agreement, this Agreement may only be modified by written mutual consent evidenced by signatures of representatives authorized to enter into and modify the Agreement. In order to be effective, amendments may require prior approval by OMNITRANS' Board of Directors, and in all instances require prior signature of an authorized representative of OMNITRANS.

36. LICENSING, PERMITS AND INSPECTION COSTS

A. The CONTRACTOR warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, and the County of San Bernardino, the Local Jurisdictions, and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of the Agreement. Further, FIRM warrants that its employees, agents, and contractors and subcontractors shall conduct themselves in compliance with such laws and licensure requirements including, without limitation, compliance with laws applicable to nondiscrimination, sexual harassment and ethical behavior throughout the duration of this Agreement. CONTRACTOR further warrants that it shall not retain or employ an unlicensed subcontractor to perform work on this Project. CONTRACTOR shall notify OMNITRANS immediately and in writing of its employees', agents', contractors' or subcontractors' inability to obtain or maintain, irrespective of the pendency of any appeal, any such licenses, permits, approvals, certificates, waivers, exemptions. Such inability shall be cause for termination of this Agreement.

B. CONTRACTOR shall procure all permits and licenses; pay all charges, assessments and fees, as may be required by the ordinances and regulations of the public agencies having jurisdiction over the areas in which the work is located, and shall comply with all the terms and conditions thereof and with all lawful orders and regulations of each such public agency relating to construction operations under the jurisdiction of such agency.

37. PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, and any and all of its Amendments, Appendices, Exhibits and Attachments; (2) provisions of IFB-MNT18-06E and any and all of its Addenda, Appendices, Exhibits and Attachments; and (3) CONTRACTOR's bid dated May 24, 2017.

38. ENTIRE AGREEMENT

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between OMNITRANS and CONTRACTOR and supersedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date shown below, and effective on the date first hereinabove written.

OMNITRANS	CONTRACTOR Company name: Parts Authority Metro, LLC
_____	Michael G Brown
P. Scott Graham CEO/General Manager	Name: Michael G Brown Title: Fleet Coordinator
_____ Date	05/24/2017 Date

Federal Tax I.D. No.

DP

CM___

Attachment C - Unit Pricing
MNT18-06F

Iten Num	Item Code	Description	Unit Price
4	15719	ELEMENT; NF 8.3 CRANKCASE FILTER	$12.53

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WARRANTY CLAIM PROCEDURE (REQUIRED)

Submit this form with the BID, failure to do so is grounds for disqualification.

Please provide an explanation of the Warranty Claim Procedure for exchange, replacement and reimbursement of repair costs. You may use the space below to explain or you may attach a copy of written procedures to this packet. Any attachment must be clearly marked as "Warranty Claim Procedure" to be considered responsive.

Call the store, report the claim, driver will pick up the part leave a receipt and credit will be issued.

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REQUEST FOR CLARIFICATIONS, RECOMMENDATIONS, APPROVED EQUALS

Submit this form, or a form in similar format, with your requests for approved equals.
***Incomplete requests will be rejected.** Submit your request by the due date in the Schedule.*

Request #: 1 Section #: Line Items Page # 1 Subsection #: N/A Paragraph #: N/A

Clarifications, Recommendations, Approved Equal Requests (include rationale):

Item	Item Code	Description	Equal Brand	Equal #
#1	7138	FILTER ;CUMMINS 8.3/8.9 ENG COOLANT	Wix	24370
#2	9407	FILTER ;NF SR585-SR1564 AIR	Wix	46860
#6	34686	ELEMENT ;NF SR842 PS/HYD FILTER	Wix	A07A03G
#8	37515	FILTER KIT ;GENUINE ALLISON ONLY B3/4/5	Wix	57741XE
#12	218516	FILTER,SR1677 AIR INTAKE SECONDARY	Wix	49666

Bidder's Company Name Parts Authority Metro, LLC
Principle Office Address 535 Tennis Court Lane
City, ST, Zip San Bernardino, CA 92408
Phone Number 909-885-2886
Fax Number 909-889-3119
E-Mail fleet@partsauthority.com
Requestor's Name Michael G Brown
Date Signed and Authorized Signature 05/16/2017 Michael G Brown

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CURRENT CLIENT REFERENCES. MINIMUM OF FIVE (5) REQUIRED

Submit this form with the BID/Proposal, with valid contact information, failure to do so is grounds for disqualification.

Company	Consolidated Edison Company of New York Inc.
Address	21-01 20th Ave
City, ST, Zip	Astoria NY 11105
Phone Numbers/Email	718-204-4308 / moorep@coned.com
Contact Name/Title	Pete Moore / Senior Specialist
Type of Engagement	Current Customer

Company	Washington DC DPW
Address	1833 West Virginia Ave NE
City, ST, Zip	Washington DC 20018
Phone Numbers/Email	202-541-3705 / marshall.patton@dc.gov
Contact Name/Title	Marshall Patton / Fleet Manager
Type of Engagement	Current Customer

Company	Frederick County Public Schools
Address	7446 Hayward Road
City, ST, Zip	Frederick MD 21702
Phone Numbers/Email	301-644-5307 / michael.mackenzie@fcps.org
Contact Name/Title	Michael MacKenzie / Fleet Manager
Type of Engagement	Current Customer

Company	Washington DC Special Education Transportation
Address	1709 3rd Street NW
City, ST, Zip	Washington DC 20002
Phone Numbers/Email	202-724-2351 / sheldon.king@dc.gov
Contact Name/Title	Sheldon King / Transportation Manager
Type of Engagement	Current Customer

Company	First Vehicle Services/Washington DC Police
Address	2175 West Virginia Ave NW
City, ST, Zip	Washington, DC 20002
Phone Numbers/Email	202-576-5502 / ray.wade@firstgroup.com
Contact Name/Title	Ray Wade / Supply Manager
Type of Engagement	Current Customer

Bidder's/Proposer's Company Name	Parts Authority Metro, LLC
Legal Structure (corp./partner/proprietor)	LLC
Principle Office Address	535 Tennis Court Lane
City, ST, Zip	San Bernardino, CA 92408
Phone Number and E-Mail	909-885-2886 / fleet@partsauthority.com
Federal Employer Identification Number	811373017
Title of Person Authorized to Sign	Fleet Coordinator
Print Name of Person Authorized to Sign	Michael G Brown
Date Signed and Authorized Signature	05/24/2017 Michael G Brown

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NOT ON EXCLUDED PARTIES LIST SYSTEM (REQUIRED)

Submit this form with the BID, failure to do so is grounds for disqualification.

The Bidder certifies that it is NOT on the Excluded Parties List System of ineligible firms for federally financed and assisted construction, materials, equipment contracts or services.

Bidder's Company Name	Parts Authority Metro, LLC
Legal Structure (corp./partner/proprietor)	LLC
Principle Office Address	535 Tennis Court Lane
City, ST, Zip	San Bernardino, CA 92408
Phone Number	909-885-2886
Fax Number	902889-3119
E-Mail	fleet @partsauthority.com
Federal Employer Identification Number	811373017
Title of Person Authorized to Sign	Fleet Coordinator
Print Name of Person Authorized to Sign	Michael G Brown
Date Signed and Authorized Signature	05/24/2017 Michael G Brown

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DECLARATION OF NON-COLLUSION (REQUIRED)

Submit this form with the BID, failure to do so is grounds for disqualification.

I hereby declare (or affirm) under penalty of perjury that:

1. I am the bidder (if the bidder is an individual), a partner in the bid (if the bidder is a partnership), or an officer or employee of the bidding corporation and have authority to sign on its behalf (if the bidder is a corporation);
2. The bidder has independently produced the attached bid(s) without collusion, agreement, understanding or planned common course of action, with any other source, that would limit independent bidding competition;
3. The contents of the bid(s) have not been communicated by the bidder and or its employees and or agents to any person not an employee and or agent of the bidder and or its surety, on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid, and
4. I have fully informed myself regarding the accuracy of the statements made in this declaration.

Bidder's Company Name: Parts Authority Metro, LLC

(corp./partnership/sole proprietor): LLC

Principle Office Address: 535 Tennis Court Lane

City, ST, Zip: San Bernardino, CA 92408

Phone Number: 909-885-2886

Fax Number: 902889-3119

E-mail Number: fleet@partsauthority.com

Federal Employer I.D. Number: 811373017

Title of Person Authorized to Sign: Fleet Coordinator

Print Name Authorized to Sign: Michael G Brown

Authorized Signature: Michael G Brown

Date Signed: 05/24/2017

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DEBARMENT, SUSPENSION, & OTHER RESPONSIBILITY MATTERS
(REQUIRED >$25,000)

Submit this form with BID, failure to do so is grounds for disqualification.

One (1) form required of each bidder and subcontractor having greater than a $25,000 share of the bid. U.S. Code, Title 31, § 6101 note and U.S. DOT regulations on "Debarment and Suspension," 49 C.F.R. Part 29.

The Participant (the bidder and potential contractor or potential subcontractor for a third party contract) certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

An explanation must be attached to this certification regarding any exception(s).

The Primary Participant certifies that it has authority under State and local laws to comply with the subject assurances, the truthfulness and accuracy of the contents of this certification, any attached explanation submitted herewith, understands the applicability of 31 U.S.C. Sections 3801 *Et. Seq.* and that this certification has been legally made.

Bidder's Company Name	Parts Authority Metro, LLC
Legal Structure (corp./partner/proprietor)	LLC
Select One	☒ Prime or ☐ Subcontractor (submit after award)
Principle Office Address	535 Tennis Court Lane
City, ST, Zip	San Bernardino, CA 92408
Phone Number	909-885-2886
Fax Number	902889-3119
E-Mail	fleet @partsauthority.com
Federal Employer Identification Number	811373017
Title of Person Authorized to Sign	Fleet Coordinator
Print Name of Person Authorized to Sign	Michael G Brown
Date Signed and Authorized Signature	05/24/2017 Michael G Brown

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LIST OF SUBCONTRACTORS AND *DBES* (REQUIRED >½ OF 1% SHARE OF BID)

Submit this form with the BID/Proposal, failure to do so is grounds for disqualification.

One (1) form required of each bidder and proposed subcontractor having greater than ½ of 1% share of the bid. Government Code § 4100 on, "Subletting and Subcontract Fair Practices Act".

Company _____
Address _____
City, ST, Zip _____
Phone Numbers/Email _____
Contact Name/Title _____
Type of Engagement _____
Type of work to be performed _____
Dollar value of participation DBE qualified? Yes ☐ No ☐

Company _____
Address _____
City, ST, Zip _____
Phone Number _____
Contact Name/Title _____
Type of Engagement _____
Type of work to be performed _____
Dollar value of participation DBE qualified? Yes ☐ No ☐

Company _____
Address _____
City, ST, Zip _____
Phone Number _____
Contact Name/Title _____
Type of Engagement _____
Type of work to be performed _____
Dollar value of participation DBE qualified? Yes ☐ No ☐

Total DBE participation Dollars % of Total Contract

Bidder's/Proposer's Company Name: Parts Authority Metro, LLC
Legal Structure (corp./partner/proprietor): LLC
Principle Office Address: 535 Tennis Court Lane
City, ST, Zip: San Bernardino, CA 92408
Phone Number and E-Mail: 909-885-2886
Federal Employer Identification Number: 902889-3119
Title of Person Authorized to Sign: fleet @partsauthority.com
Print Name of Person Authorized to Sign: 811373017
Date Signed and Authorized Signature: Fleet Coordinator
Michael G Brown
05/24/2017 Michael G Brown

DUPLICATE THIS FORM AS NECESSARY TO COMPLETE LIST (SIGN LAST ONE)

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NOT APPLICABLE PROVIDING PARTS ONLY

PROPOSED DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

This form must be submitted with the BID, to have it considered during BID evaluation. The bidder intends to utilize the following DBE contractors on this project. Signature of participating DBE is confirmation of willingness to participate on this project.

Company _____
Address _____
City, ST, zip _____
Phone Number _____
Fax Number _____
Contact Name _____
Type of work to be performed _____
Dollar value of participation _____
Signature of participating DBE _____

Company _____
Address _____
City, ST, zip _____
Phone Number _____
Fax Number _____
Contact Name _____
Type of work to be performed _____
Dollar value of participation _____
Signature of participating DBE _____

Company _____
Address _____
City, ST, zip _____
Phone Number _____
Fax Number _____
Contact Name _____
Type of work to be performed _____
Dollar value of participation _____
Signature of participating DBE _____

Company _____
Address _____
City, ST, zip _____
Phone Number _____
Fax Number _____
Contact Name _____
Type of work to be performed _____
Dollar value of participation _____
Signature of participating DBE _____

(DUPLICATE THIS FORM AS REQUIRED)

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RESTRICTIONS ON LOBBYING (REQUIRED >$100,000)

Submit this form before final contract award, failure to do so is grounds for disqualification.

One form required of bidder and subcontractor having greater than a $100,000 share of the bid. 31 U.S.C., § 1352 and U.S. DOT regulations on "New Restrictions on Lobbying," 49 C.F.R. Part 20.

Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operation Service Contract/Turnkey contracts.

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all tiers shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, as signed below, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Bidder's Company Name	Parts Authority Metro, LLC
Legal Structure (corp./partner/proprietor)	LLC
Select One	☒ Prime or ☐ Subcontractor (submit after award)
Principle Office Address	535 Tennis Court Lane
City, ST, Zip	San Bernardino, CA 92408
Phone Number	909-885-2886
Fax Number	902889-3119
E-Mail	fleet @partsauthority.com
Federal Employer Identification Number	811373017
Title of Person Authorized to Sign	Fleet Coordinator
Print Name of Person Authorized to Sign	Michael G Brown
Date Signed and Authorized Signature	05/24/2017 Michael G Brown

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STATUS OF PAST AND PRESENT CONTRACTS FORM (REQUIRED)

Submit this form with the PROPOSAL, failure to do so is grounds for disqualification.

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

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

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

Project city/agency/other: none

Contact Name: _____ Phone: _____

Project Award Date: _____ Original Contract Value: _____

Term of Contract: _____

(1) Litigation, claims, settlements, arbitrations, or investigations associated with contract:

(2) Summary and Status of contract:

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(3) Summary and Status of action identified in (1):

(4) Reason for termination, if applicable:

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

Proposer's Company Name	Parts Authority Metro, LLC
Legal Structure (corp./partner/proprietor)	LLC
Principle Office Address	535 Tennis Court Lane
City, ST, Zip	San Bernardino, CA 92408
Phone Number	909-885-2886
Fax Number	902889-3119
E-Mail	fleet @partsauthority.com
Federal Employer Identification Number	811373017
Title of Person Authorized to Sign	Fleet Coordinator
Print Name of Person Authorized to Sign	Michael G Brown
Date Signed and Authorized Signature	05/24/2017 Michael G Brown

OmniTrans

CONTRACT AGREEMENT

between

CONTRACTOR Vehicle Maintenance Program, Inc. 3595 N Dixie Highway, Bay 7 Boca Raton, FL 33431 (hereinafter "CONTRACTOR") Telephone: 561-362-6080 Email: lindi@vmpparts.com	**CONTRACT DOCUMENTS** **CONTRACT NO. MNT18-06G** **BUS FILTERS**
And	Contract Amount: $36,800
Omnitrans 1700 West Fifth Street San Bernardino, CA 92411 (hereinafter "OMNITRANS")	Omnitrans Project Manager: Name: Rick Barone Title: Materials Manager Telephone: (909) 379-7204 Email: rick.barone@omnitrans.org Contract Administrator: Name: Christine Van Matre Title: Contract Administrator Telephone: (909) 379-7122 Email: christine.vanmatre@omnitrans.org



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ATTACHMENT A – SCOPE OF WORK

ATTACHMENT B – REGULATORY REQUIREMENTS

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This Agreement is made and entered into as of this ____ day of _____, and between Omnitrans (hereinafter referred to as "OMNITRANS") and Vehicle Maintenance Program, Inc. (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, OMNITRANS is a joint powers authority organized under Section 6500 et seq. of the California Government Code with power to contract for services described in Attachment A to this Agreement entitled "Attachment A, Scope of Work" (hereinafter referred to as "Work");

WHEREAS, CONTRACTOR has indicated it is qualified to perform such services and (1) has reviewed all the available data furnished by OMNITRANS pertinent to the Work to be rendered; (2) has inspected and reviewed the Work to be rendered; (3) will exercise the ordinary care and skill expected of a practitioner in its profession; and (4) is willing to accept responsibility of performing the Work set forth in this Agreement for the compensation and in accordance with the terms, requirements and conditions herein specified;

NOW, THEREFORE, for the consideration hereinafter stated, the parties agree as follows:

1. SCOPE OF WORK

A. CONTRACTOR will perform the Work and related tasks as described in Attachment A, Scope of Work hereto and is incorporated by reference into and made a part of this Agreement.

B. This is a non-exclusive Agreement, whereby OMNITRANS may, at its sole discretion, augment or supplant the Work with its own forces or forces of another contractor or entity. CONTRACTOR will cooperate fully with OMNITRANS' staff or other contractor or entity that may be providing similar or the same Work for OMNITRANS.

2. PERIOD OF PERFORMANCE

The term of this Agreement shall be from the date of execution of this Agreement and continue in effect through _____, unless terminated as specified in Section 10 and 11 of this Agreement. Omnitrans has no obligation to purchase any specified amount of products/services. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

Omnitrans' election to extend the Agreement beyond the Initial Term shall not diminish its right to terminate the Agreement for Omnitrans' convenience or CONTRACTORS default as provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period extended from through _____, which period encompasses the Initial Term and the Option Year One and Option Year Two.

3. CONTRACT OPTIONS

A. Omnitrans will have the unilateral right in the contract by which, for a specified time, Omnitrans may elect to purchase additional services called for by the contract, or may elect to extend the term of the contract. The requirements below apply:

1) Any options that were requested by Omnitrans and/or contained in the Contractor's PROPOSAL or offer must have been evaluated in making the contract award prior to exercising any such options.

2) Since Contractor's proposed pricing for the option years and additional services are considered in evaluating the Contractor's original proposal and form the basis for awarding the contract, Contractor shall be bound by the proposal pricing for additional services and/or option years, unless otherwise provided herein.

B. Omnitrans will provide a minimum of thirty days (30) written notice to the Contractor of Omnitrans' exercise of its option to extend the contract years. Omnitrans may give notice of its exercise of the option for additional services at any time during the term of the contract. The minimum time for the written notice may be waived by mutual agreement.

4. COMPENSATION

A. For CONTRACTOR's full and complete performance of its obligations under this Agreement, OMNITRANS shall pay CONTRACTOR on a FIXED PRICE basis at the fully burdened fixed rates shown in Attachment C, and subject to the maximum cumulative payment obligation.

B. OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed Thirty-Six Thousand Eight Hundred Dollars ($36,800), including all amounts payable to CONTRACTOR for all costs, including but not limited to direct labor, other direct costs, subcontracts, indirect costs including, but not limited to, leases, materials, taxes, insurance, and profit.

C. If during the course of the contract Omnitrans requires different parts other than those covered by this contract, pricing for such parts will be negotiated separately.

D. Contractor shall hold pricing firm for the duration of the three year base contract term. On an annual basis thereafter, Contractor may submit a request for a price adjustment based on Consumer Price Index and must provide justification with the request.

5. INVOICING AND PAYMENT

A. CONTRACTOR shall invoice OMNITRANS on a monthly basis no later than the 15th of each month. CONTRACTOR shall furnish information as may be requested by OMNITRANS to substantiate the validity of an invoice.

CONTRACTOR shall submit invoices in duplicate to:

OMNITRANS
1700 West Fifth Street
San Bernardino, CA 92411
Attn: Accounts Payable

Accountspayable@omnitrans.org

Contracts@omnitrans.org

A separate invoice shall be used for each shipment. Each invoice shall include, at minimum, the following information:

- Contract number
- Invoice number
- Description of delivery
- Delivery Date
- Total quantity delivered
- Information as requested by OMNITRANS

B. OMNITRANS shall remit payment within thirty (30) calendar days of approval of the invoices by OMNITRANS' Project Manager.

In the event OMNITRANS should overpay CONTRACTOR, such overpayment shall not be construed as a waiver of OMNITRANS' right to obtain reimbursement for the overpayment. Upon discovering any overpayment, either on its own or upon notice of OMNITRANS, CONTRACTOR shall immediately reimburse OMNITRANS the entire overpayment or, at its sole discretion, OMNITRANS may deduct such overpayment amount from monies due to CONTRACTOR under this Agreement or any other Agreement between OMNITRANS and CONTRACTOR.

C. TITLE

a. Title shall pass to Omnitrans at the time of payment.

b. The title transferred as above shall in each case be good, and free and clear from any and all security interests, liens, and/or other encumbrances.

c. The transfer of title as specified above shall not imply Acceptance by Omnitrans, nor relieve the Contractor from the responsibility for strict compliance with the Contract, including warranty as specified in the Article entitled Warranty of Work, and for any loss of or damage to the Work.

d. The Contractor at its own expense shall promptly execute, acknowledge, and deliver to the Omnitrans proper bills of sale or other written instruments of title in a form as required by Omnitrans; said instruments shall convey to the Omnitrans' title free and clear of debts, claims, liens, mortgages, taxes, and/or encumbrances.

e. Contractor shall have title to and bear the risk of any loss of or damage to Work purchased hereunder until they are delivered, unloaded, and received by Omnitrans at the FOB Destination specified herein. Contractor's responsibility for loss or damage except for loss or damage resulting from Contractor's negligence, shall cease when title passes to Omnitrans.

6. AUDIT AND INSPECTION OF RECORDS

CONTRACTOR agrees that OMNITRANS or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, employment records or other records relating to this Agreement. Such material, including all pertinent cost, accounting, financial records, and proprietary data must be kept and maintained by CONTRACTOR for a period of three (3) years after completion of this Agreement unless OMNITRANS' written permission is given to CONTRACTOR to dispose of material prior to this time.

7. NOTIFICATION

All notices hereunder concerning this Agreement and the Work to be performed shall be physically transmitted by courier, overnight, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To OMNITRANS:	To CONTRACTOR:
Omnitrans 1700 West Fifth Street San Bernardino, CA 92411 Attn: Christine Van Matre Contract Administrator	Vehicle Maintenance Program, Inc. 3595 N Dixie Highway, Bay 7 Boca Raton, FL 33431 Lindi Brooks, President

8. OMNITRANS' AND CONTRACTOR'S REPRESENTATIVES

A. OMNITRANS' Project Manager

Contracting Officer: OMNITRANS' CEO/General Manager or his authorized designee who has authority to execute contracts on behalf of OMNITRANS.

Project Manager: Rick Barone, Materials Manager.

a. Except as expressly specified in this Agreement, the Contracting Officer may exercise any powers, rights and/or privileges that have been lawfully delegated by OMNITRANS. Nothing in this Agreement should be construed to bind OMNITRANS for acts of its officers, employees, and/or agents that exceed the delegation of authority specified herein.

b. The Contracting Officer has delegated to the Project Manager certain powers and duties in connection with this Agreement. The Project Manager is the authorized representative of the Contracting Officer for matters related to this Agreement. The Project Manager or his/her designee is empowered to:

1. Have general oversight of the Work and this Agreement, including the power to enforce compliance with this Agreement.

2. Reserve the right to remove any portion of the Work from CONTRACTOR which have not been performed to OMNITRANS' satisfaction.

3. Subject to the review and acceptance by OMNITRANS, negotiate with CONTRACTOR all adjustments pertaining to this Agreement for revision.

c. In addition to the foregoing, the Project Manager shall have those rights and powers expressly set forth in other sections of this Agreement.

B. **Contractor's Key Personnel**

The following are CONTRACTOR's key personnel and their associated roles in the Work to be provided:

Name	Role
Lindi Brooks	Contract Administration and Customer Service

Any propose/substitution or replacement by Contractor of Contractor's key personnel shall ensure that such person possesses the same or better expertise and experience than the key personnel being substituted or replaced. Omnitrans reserves the right to interview such person to ascertain and verify if such proposed substitution or replacement does in deed possess such expertise and experience.

OMNITRANS awarded this Agreement to CONTRACTOR based on OMNITRANS' confidence and reliance on the expertise of CONTRACTOR's key personnel described above. CONTRACTOR shall not reassign key personnel or assign other personnel to key personnel roles until CONTRACTOR obtains prior written approval from OMNITRANS.

9. DISPUTE RESOLUTION

Any disputes between the successful CONTRACTOR and OMNITRANS relating to the implementation or administration of the Contract shall be resolved in accordance with this section.

A. The parties shall first attempt to resolve the dispute informally in meetings or communications between proposer and OMNITRANS.

B. If the dispute remains unresolved fifteen (15) days after it first arises, proposer may request that Omnitrans' CEO/General Manager issue a recommended decision on the matter in dispute. Omnitrans' CEO/General Manager shall issue the recommended decision in writing and provide a copy to proposer.

C. If the dispute remains unresolved after review by Omnitrans' CEO/General Manager, either party may seek judicial resolution of the dispute in an appropriate Court of the State of California.

D. Pending final resolution of a dispute under this section, proposer shall proceed diligently with performance in accordance with the Contract and Omnitrans' CEO/General Manager's recommended decision.

10. TERMINATION FOR CONVENIENCE

OMNITRANS may terminate this Agreement in whole or in part for OMNITRANS' convenience. Omnitrans' CEO/General Manager shall terminate this Agreement by a written Notice of Termination to CONTRACTOR specifying the nature, extent, and effective date of the termination. Upon receipt of the notice of termination, CONTRACTOR shall immediately discontinue all Work affected and deliver all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process, to Omnitrans' CEO/General Manager. OMNITRANS shall make an equitable adjustment in the Agreement for Work already performed, but shall not allow anticipated profit on unperformed services. Force Majeure shall apply.

11. TERMINATION FOR BREACH OF AGREEMENT

A. If CONTRACTOR fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger timely performance of this Agreement, OMNITRANS may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to OMNITRANS within the time permitted by OMNITRANS, then OMNITRANS may terminate this Agreement due to CONTRACTOR's breach of this Agreement.

B. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then OMNITRANS may immediately terminate this Agreement.

C. If CONTRACTOR violates Section 28, Compliance with Lobbying Policies, of this Agreement, then OMNITRANS may immediately terminate this Agreement.

D. In the event OMNITRANS terminates this Agreement as provided in this Section, OMNITRANS may procure, upon such terms and in such manner as OMNITRANS may deem appropriate, Work similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to OMNITRANS for all of its costs and damages, including, but not limited, any excess costs for such Work.

E. All finished or unfinished documents and materials produced or procured under this Agreement shall become OMNITRANS' property upon date of such termination.

F. If, after notice of termination of this Agreement under the provisions of this Section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 10, Termination for Convenience.

G. The rights and remedies of OMNITRANS provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

12. ASSIGNMENT

This Agreement, any interest herein or claim hereunder, may not be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONTRACTOR, without the prior written consent of OMNITRANS. Consent by OMNITRANS shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

13. SUBCONTRACTING

OMNITRANS hereby consents to CONTRACTOR's subcontracting of portions of the Work to the parties identified below for the functions described in CONTRACTOR's proposal. CONTRACTOR shall include in each subcontract agreement the stipulation that CONTRACTOR, not OMNITRANS, is solely responsible for payment to the subcontractor for all amounts owing and that the subcontractor shall have no claim, and shall take no action against OMNITRANS, Member Agencies or officers, directors, employees or sureties thereof for nonpayment by CONTRACTOR.

CONTRACTOR shall not, without the express written consent of Omnitrans, either:

a. Substitute any person, firm, or corporation as subcontractor in place of the subcontractors identified below; or

b. Permit any subcontract to be assigned or transferred; or

c. Allow work to be performed by anyone other than the original subcontractor listed below.

Subcontractor's Name and Address	Work to Be Performed

14. INDEPENDENT CONTRACTOR

CONTRACTOR's relationship to OMNITRANS in the performance of this Agreement is that of an independent Contractor. CONTRACTOR's personnel performing Work under this Agreement shall at all times be under CONTRACTOR's exclusive direction and control and shall be employees of CONTRACTOR and not employees of OMNITRANS. CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

15. INSURANCE

A. INSURANCE REQUIREMENTS

1) **General Requirements for Contractor**

a. Without limiting or diminishing the Contractor's obligation to indemnify or hold Omnitrans harmless, Contractor shall procure, prior to commencement of the services required under this contract and maintain for the duration of the contract at its own expense, insurance of the kinds and in the amounts as indicated below;

b. Provide Omnitrans with valid original certificates of insurance and endorsements showing Omnitrans as an additional insured.

2) **Deductibles or Self-Insured Retention (SIR)**

SIR must be declared to and approved by Omnitrans. At the option of Omnitrans, either: the insurer shall reduce or eliminate such deductibles or SIR or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

3) **Other Insurance Provisions**

a. Commercial General Liability and Automobile Liability

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and

completed operations liability, personal and advertising injury covering claims which may arise from or out of Contractor's performance of its obligations hereunder and if Contractor's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used. Policy shall name Omnitrans, its officers, officials, employees, agents and volunteers as additional insured as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations of the scope of protection afforded Omnitrans, its officers, officials, employees, agents, and volunteers.

1. For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects Omnitrans, its officers, officials, employees, agents, and volunteers. Any insurance and/or deductibles and/or self-insured retentions or self-insured programs maintained by Omnitrans, its officers, officials, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not be construed as contributory.
2. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Omnitrans.

b. Workers' Compensation

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of Omnitrans and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

c. Care, Custody, and Control

Contractor shall insure any Omnitrans property while under its Care, Custody, and Control according to the requirements listed in the insurance coverage required.

4) **Acceptability of Insurers**

Insurance companies shall be State of California admitted or approved and have a current **A.M. Best's** rating of no less than **A:VIII.**

5) **Verification of Coverage**

a. Contractor shall furnish Omnitrans with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All insurance certificates and endorsements are to be received and approved by Omnitrans before work commences.

b. As an alternative, Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

c. In lieu of purchasing insurance and providing original endorsements and or certificates of insurance, the Contractor may provide proof of self-insurance; such proof must be to the satisfaction of Omnitrans.

6) **Subcontractors**

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

7) **Notification of Terminated Insurance**

Insurance shall not be terminated or expire without thirty (30) days written notice, and are required to be maintained in force until completion of the contract.

B. **MINIMUM INSURANCE COVERAGE**

If the Contractor maintains broader coverage and/or higher limits than the minimum requirements shown below, Omnitrans requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

1) ☒ **Commercial General Liability including Products/Completed Operations:** $1,000,000; per occurrence for bodily and property

damage liability and $2,000,000 aggregate; *Omnitrans named and endorsed as an Additional Insured.*

2) ☒ **Automobile Liability:** $1,000,000; per occurrence for bodily and property damage liability and aggregate; *Omnitrans named and endorsed as an Additional Insured.*

3) ☐ **Errors and Omissions Liability:** $1,000,000; combined single limit bodily and property damage liability per occurrence and $ 3,000,000 aggregate or,

4) ☐ **Professional Liability:** $1,000,000; per occurrence and aggregate.

5) ☒ **Workers' Compensation:** statutory limits or,

6) ☐ **Self Insurance Program:** a State Approved program in an amount and form that meets all applicable requirements of the Labor Code of the State of California.

7) ☒ **Employer's Liability:** $1,000,000; per occurrence.

8) ☐ **Environmental Liability:** $1,000,000; per occurrence and aggregate; *Omnitrans named and endorsed as an Additional Insured.*

9) ☐ **Umbrella Policy:** $4,000,000; per occurrence and aggregate Additional coverage for the above policies, *Omnitrans Additional Insured.*

10) ☐ All drivers making deliveries of products specified on this solicitation shall have Hazardous Materials Endorsements on their Commercial Driver's License, and such other Endorsements as may be required by relevant laws and/or regulations.

16. INDEMNITY

CONTRACTOR shall indemnify, defend and hold harmless OMNITRANS, and its member agencies, and their officers, directors, employees and agents from and against any and all liability, expense (including, but not limited to, defense costs and attorneys' fees), claims, causes of action, and lawsuits for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage (including property of CONTRACTOR) arising from or connected with any alleged act and/or omission of CONTRACTOR, its officers, directors, employees, agents, Subcontractors or suppliers. This indemnity shall survive termination or expiration of this Agreement and/or final payment thereunder.

17. REVISIONS IN SCOPE OF WORK

By written notice or order, OMNITRANS may, from time to time, order work suspension or make changes to this Agreement. Changes in the Work shall be

mutually agreed to and incorporated into an amendment to this Agreement. Upon execution of an amendment, CONTRACTOR shall perform the Work, as amended.

18. RIGHTS IN TECHNICAL DATA

A. No material or technical data prepared by CONTRACTOR under this Agreement is to be released by CONTRACTOR to any other person or entity except as necessary for the performance of the Work. All press releases or information concerning the Work that might appear in any publication or dissemination, including but not limited to, newspapers, magazines, and electronic media, shall first be authorized in writing by OMNITRANS.

B. The originals of all letters, documents, reports and other products and data produced under this Agreement shall become the property of OMNITRANS without restriction or limitation on their use and shall be made available upon request to OMNITRANS at any time. Original copies of such shall be delivered to OMNITRANS upon completion of the Work or termination of the Work. CONTRACTOR shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the prior written approval of OMNITRANS. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

19. OWNERSHIP OF REPORTS AND DOCUMENTS

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

20. OWNERSHIP RIGHTS

A. In the event OMNITRANS rightfully obtains copies of Proprietary Data under the terms of the separate License Agreement and Escrow Agreement that govern rights in Documentation, Software and Intellectual Property created and/or developed by Contractor, its Third Party Software Contractors and its Suppliers as part of the Project, any derivative works and associated documentation created by or on behalf of OMNITRANS by Permitted Programmers (as defined in the License Agreement) shall be the sole and exclusive property of OMNITRANS (collectively, "OMNITRANS Intellectual Property"), and OMNITRANS may use, disclose and exercise dominion and full rights of ownership, in any manner in

OMNITRANS Intellectual Property in connection with the use, operation and maintenance of a transportation system administered by OMNITRANS. No use of OMNITRANS Intellectual Property shall be made for any purpose other than in conjunction with a transportation system administered by CONTRACTOR, and OMNITRANS shall not sell, lease, rent, give away or otherwise disclose any OMNITRANS Intellectual Property to any outside third party other than Permitted Programmers. To the extent there may be any question of rights of ownership or use in any OMNITRANS Intellectual Property, Contractor shall require all of its subcontractors and suppliers (including without limitation its Third Party Software Contractors) to assign to OMNITRANS, all worldwide right, title and interest in and to all OMNITRANS Intellectual Property in a manner consistent with the foregoing terms of this paragraph. Contractor shall execute any documents as OMNITRANS may from time to time reasonably request to effectuate the terms of this paragraph.

B. All documentation and Software which predates this Contract and which otherwise owned by Contractor or its Third Party Software Contractors, and all Documentation and Software which is created by Contractor or its Third Party Software Contractors shall be Licensed Software or Licensed Documentation, as appropriate. All Licensed Software and Licensed Documentation shall be governed by the License Agreement by and between the parties of event date herewith.

21. WORK FOR HIRE

Any work created or produced as a part of this Agreement that may be defined under Section 101, Title 17, USC will be considered "work for hire" as it pertains to ownership rights. CONTRACTOR, by his/her endorsement hereon agrees that all rights to any work(s) created or produced are waived, and that ownership rests with OMNITRANS. CONTRACTOR further agrees to ensure transfer of all rights to such work(s), as defined under federal copyright law, that may be created or produced under this Agreement by its suppliers, contractors or subcontractors.

22. SUBMITTAL OF CLAIMS BY CONTRACTOR

CONTRACTOR shall file any and all claims with OMNITRANS' Project Manager in writing within thirty (30) days of the event or occurrence giving rise to the claim. The claim shall be in sufficient detail to enable OMNITRANS to ascertain the claim's basis and amount, and shall describe the date, place and other pertinent circumstances of the event or occurrence giving rise to the claim and the indebtedness, obligation, injury, loss or damages allegedly incurred by CONTRACTOR.

Even though a claim may be filed and/or in review by OMNITRANS, CONTRACTOR shall continue to perform in accordance with this Agreement.

23. EQUAL OPPORTUNITY

CONTRACTOR shall not discriminate against, or grant preferential treatment to, any individual or group, or any employee or applicant for employment because of race, age, religion, color, ethnicity, sex, national origin, ancestry, physical disability, mental disability, political affiliation, sexual orientation, marital status or other status protected by law. CONTRACTOR shall take action to ensure that applicants and employees are treated without regard to the above.

24. STANDARD OF PERFORMANCE

A. CONTRACTOR shall perform and exercise, and require its subcontractors to perform and exercise due professional care and competence in the performance of the Work in accordance with the requirements of this Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, completeness and coordination of the Work, it being understood that OMNITRANS will be relying upon such professional quality, accuracy, completeness and coordination in utilizing the Work. The foregoing obligations and standards shall constitute the "Standard of Performance" for purposes of this Agreement. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

B. All workers shall have sufficient skill and experience to perform the Work assigned to them. OMNITRANS shall have the right, at its sole discretion, to require the immediate removal of CONTRACTOR's personnel at any level assigned to the performance of the Work at no additional fee or cost to OMNITRANS, if OMNITRANS considers such removal in its best interests and requests such removal in writing and such request is not done for illegal reasons. Further, an employee who is removed from performing Work under this Agreement under this Article shall not be re-assigned to perform Work in any other capacity under this Agreement without OMNITRANS' prior written approval.

25. NOTIFICATION OF EMPLOYMENT OF OMNITRANS BOARD MEMBERS/ALTERNATES AND EMPLOYEES

To ensure compliance with OMNITRANS' Ethics Policy, CONTRACTOR shall provide written notice to OMNITRANS disclosing the identity of any individual who CONTRACTOR desires to employ or retain under a contract, and who (1) presently serves as a Board Member/Alternate or an employee of OMNITRANS, or (2) served as a Board Member/Alternate or an employee of OMNITRANS within the previous 12 months of the date of the proposed employment or retention by CONTRACTOR. CONTRACTOR's written notice shall indicate whether the individual will be an officer, principal or shareholder of the entity and/or will participate in the performance of this Agreement.

26. DISQUALIFYING POLITICAL CONTRIBUTIONS

In the event of a proposed amendment to this Agreement, CONTRACTOR shall provide prior to the execution of such amendment, a written statement disclosing any contribution(s) of $250 or more made by CONTRACTOR or its subcontractor(s) to Omnitrans Board Members/Alternates or employees within the preceding twelve (12) months of the date of the proposed amendment. Applicable contributions include those made by any agent/person/entity on behalf of CONTRACTOR or subcontractor(s).

27. COMPLIANCE WITH LAW

A. CONTRACTOR shall familiarize itself with and perform the Work required under this Agreement in conformity with requirements and standards of OMNITRANS, municipal and public agencies, public and private utilities, special districts, and railroad agencies whose facilities and work may be affected by Work under this Agreement. CONTRACTOR shall also comply with all Federal, state and local laws and ordinances.

B. Government regulations that directly affect the CONTRACTOR'S performance of this contract and unforeseen impacts, which neither party could have contemplated at the onset of the contract and have an unconscionable impact on the CONTRACTOR may be given special pricing consideration. The parties, in good faith, shall review established rates and may adopt any mutually agreed new rates, which shall only be effective as agreed upon by the parties. Thorough documentation including all cost elements is required to support the Contractor's claim to any relief under this clause.

28. COMPLIANCE WITH LOBBYING POLICIES

A. CONTRACTOR agrees that if it is a Lobbyist Employer or if it has retained a Lobbying Firm or Lobbyist, as such terms are defined by OMNITRANS in its Ethics Policy, it shall comply or ensure that its Lobbying Firm and Lobbyist complies with OMNITRANS' Ethics Policy.

B. If CONTRACTOR (Lobbyist Employer) or its Lobbying Firm or Lobbyist fails to comply, in whole or in part, with OMNITRANS' Ethics Policy, such failure shall be considered a material breach of this Agreement and OMNITRANS shall have the right to immediately terminate or suspend this Agreement.

29. PUBLIC RECORDS ACT

A. All records, documents, drawings, plans, specifications and other material relating to conduct of OMNITRANS' business, including materials submitted by CONTRACTOR in its proposal and during the course of performing the Work under this Agreement, shall become the exclusive

property of OMNITRANS and may be deemed public records. Said materials may be subject to the provisions of the California Public Records Act. OMNITRANS' use and disclosure of its records are governed by this Act.

B. OMNITRANS will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of trade secret, confidential or proprietary. OMNITRANS will accept materials clearly and prominently labeled "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY" as determined by CONTRACTOR. OMNITRANS will endeavor to notify CONTRACTOR of any request of the disclosure of such materials. Under no circumstances, however, will OMNITRANS be liable or responsible for the disclosure of any labeled materials whether the disclosure is required by law or a court order or occurs through inadvertence, mistake or negligence on the part of OMNITRANS or its officers, employees and/or contractors.

C. In the event of litigation concerning the disclosure of any material submitted by CONTRACTOR, OMNITRANS' sole involvement will be as a stake holder, retaining the material until otherwise ordered by a court. CONTRACTOR, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the materials, and shall defend, indemnify and hold OMNITRANS harmless from all costs and expenses, including attorneys' fees, in connection with such action.

30. WAIVER/INVALIDITY

No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of the provision, or of any other breach of the provision of the Agreement. Failure of either party to enforce any provision of this Agreement at any time shall not be construed as a waiver of that provision.

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

31. FORCE MAJEURE

Performance of each and all CONTRACTOR's and OMNITRANS' covenants herein shall be subject to such delays as may occur without CONTRACTOR's or OMNITRANS' fault from acts of God, strikes, riots, or from other similar causes beyond CONTRACTOR's or OMNITRANS' control.

32. CONFIDENTIALITY

CONTRACTOR agrees that for and during the entire term of this Agreement, any information, data, figures, records, findings and the like received or generated by CONTRACTOR in the performance of this Agreement, shall be considered and

kept as the private and privileged records of OMNITRANS and will not be divulged to any person, firm, corporation, or other entity except on the direct prior written authorization of OMNITRANS. Further, upon expiration or termination of this Agreement for any reason, CONTRACTOR agrees that it will continue to treat as private and privileged any information, data, figures, records, findings and the like, and will not release any such information to any person, firm, corporation or other entity, either by statement, deposition, or as a witness, except upon direct prior written authority of OMNITRANS.

33. CONTRACTOR'S INTERACTION WITH THE MEDIA AND THE PUBLIC

A. OMNITRANS shall review and approve in writing all OMNITRANS related copy proposed to be used by CONTRACTOR for advertising or public relations purposes prior to publication. CONTRACTOR shall not allow OMNITRANS related copy to be published in its advertisements and public relations programs prior to receiving such approval. CONTRACTOR shall ensure that all published information is factual and that it does not in any way imply that OMNITRANS endorses CONTRACTOR's firm, service, and/or product.

B. CONTRACTOR shall refer all inquiries from the news media to OMNITRANS, and shall comply with the procedures of OMNITRANS' Public Affairs staff regarding statements to the media relating to this Agreement or the Work.

C. If CONTRACTOR receives a complaint from a citizen or the community, CONTRACTOR shall inform OMNITRANS as soon as possible and inform OMNITRANS of any action taken to alleviate the situation.

D. The provisions of this Article shall survive the termination or expiration of this Agreement.

34. GOVERNING LAW

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California, and the proper venue of any action brought hereunder is and shall be the County of San Bernardino, California.

35. MODIFICATIONS TO AGREEMENT

Unless specified otherwise in the Agreement, this Agreement may only be modified by written mutual consent evidenced by signatures of representatives authorized to enter into and modify the Agreement. In order to be effective, amendments may require prior approval by OMNITRANS' Board of Directors, and in all instances require prior signature of an authorized representative of OMNITRANS.

36. LICENSING, PERMITS AND INSPECTION COSTS

A. The CONTRACTOR warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, and the County of San Bernardino, the Local Jurisdictions, and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of the Agreement. Further, FIRM warrants that its employees, agents, and contractors and subcontractors shall conduct themselves in compliance with such laws and licensure requirements including, without limitation, compliance with laws applicable to nondiscrimination, sexual harassment and ethical behavior throughout the duration of this Agreement. CONTRACTOR further warrants that it shall not retain or employ an unlicensed subcontractor to perform work on this Project. CONTRACTOR shall notify OMNITRANS immediately and in writing of its employees', agents', contractors' or subcontractors' inability to obtain or maintain, irrespective of the pendency of any appeal, any such licenses, permits, approvals, certificates, waivers, exemptions. Such inability shall be cause for termination of this Agreement.

B. CONTRACTOR shall procure all permits and licenses; pay all charges, assessments and fees, as may be required by the ordinances and regulations of the public agencies having jurisdiction over the areas in which the work is located, and shall comply with all the terms and conditions thereof and with all lawful orders and regulations of each such public agency relating to construction operations under the jurisdiction of such agency.

37. PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, and any and all of its Amendments, Appendices, Exhibits and Attachments; (2) provisions of IFB-MNT18-06 and any and all of its Addenda, Appendices, Exhibits and Attachments; and (3) CONTRACTOR's bid dated May 24, 2017.

38. ENTIRE AGREEMENT

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between OMNITRANS and CONTRACTOR and supersedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date shown below, and effective on the date first hereinabove written.

OMNITRANS	CONTRACTOR Company name:
	President
P. Scott Graham CEO/General Manager	Name: Title:
	5/24/17
Date	Date

Federal Tax I.D. No. 52-1574660

JDP TA

CM___

Attachment C - Unit Pricing
MNT18-06G

Iten Num	Item Code	Description	Unit Price
1	7138	FILTER ;CUMMINS 8.3/8.9 ENG COOLANT	$4.41
5	20172	NF, CNG PRIMARY FUEL FILTER ELEMENT	$21.55

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CURRENT CLIENT REFERENCES. MINIMUM OF FIVE (5) REQUIRED

Submit this form with the BID/Proposal, with valid contact information, failure to do so is grounds for disqualification.

Company HOUSTON MTA
Address 1220 MCKAY
City, ST, Zip HOUSTON TX 77029
Phone Numbers/Email 713.739.4982 5008@ridemetro.org
Contact Name/Title CINDY GUERRERO Central Administrator
Type of Engagement SUDDY BUS FITHERS

Company NEW YORK CITY TRANSIT
Address KERRI MCCORMICK (B) 6804 MASPETH AVE
City, ST, Zip [illegible] (B) MASPETH NY 11378
Phone Numbers/Email 646.252.6082
Contact Name/Title Adam Klein / Buyer
Type of Engagement SUDDY BUS FITHERS

Company LACMTA
Address 470 BAUCHET
City, ST, Zip LOS ANGELES CA 90012
Phone Numbers/Email 213.922.1035 cummingsj@metro.net
Contact Name/Title Jodanne Cummings
Type of Engagement SUDDY BUS FITHERS

Company AC Transit
Address 10626 International Drive
City, ST, Zip Oakland CA 94603
Phone Numbers/Email 510-577-8842 jbooms@actransit.org
Contact Name/Title JB Booms
Type of Engagement SUDDY BUS FITHERS

Company LYNX
Address 2500 LYNX Lane
City, ST, Zip Orlando FL 32804
Phone Numbers/Email 407.254.6218 KMEEKS@GOLYNX.COM
Contact Name/Title KIM MEEKS BUYER
Type of Engagement SUDDY BUS FITHERS

Bidder's/Proposer's Company Name **Vehicle Maintenance Program, Inc.**
Legal Structure (corp./partner/proprietor) CORP
Principle Office Address 3595 N DIXIE HWY #7
City, ST, Zip BOCA RATON FL 33431
Phone Number and E-Mail 561.362.6080 LINDA@VMPPARTS.COM
Federal Employer Identification Number 32-1577460
Title of Person Authorized to Sign President
Print Name of Person Authorized to Sign Linda Brooks
Date Signed and Authorized Signature 9/22/17 Linda Brooks

Rev08172016

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NOT ON EXCLUDED PARTIES LIST SYSTEM (REQUIRED)

Submit this form with the BID, failure to do so is grounds for disqualification.

The Bidder certifies that it is NOT on the Excluded Parties List System of ineligible firms for federally financed and assisted construction, materials, equipment contracts or services.

Bidder's Company Name	Vehicle Maintenance Program, Inc.
Legal Structure (corp./partner/proprietor)	CORPORATION
Principle Office Address	3345 N. DIXIE HWY. BOX #7
City, ST, Zip	BOCA RATON FL. 33431
Phone Number	561-362-6080
Fax Number	561-362-7994
E-Mail	LINDI@VMPDAYS.COM
Federal Employer Identification Number	52-1671660
Title of Person Authorized to Sign	PRESIDENT
Print Name of Person Authorized to Sign	LINDI BROWN
Date Signed and Authorized Signature	5/22/17 Lindi Brown

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DECLARATION OF NON-COLLUSION (REQUIRED)

Submit this form with the BID, failure to do so is grounds for disqualification.

I hereby declare (or affirm) under penalty of perjury that:

1. I am the bidder (if the bidder is an individual), a partner in the bid (if the bidder is a partnership), or an officer or employee of the bidding corporation and have authority to sign on its behalf (if the bidder is a corporation);
2. The bidder has independently produced the attached bid(s) without collusion, agreement, understanding or planned common course of action, with any other source, that would limit independent bidding competition;
3. The contents of the bid(s) have not been communicated by the bidder and or its employees and or agents to any person not an employee and or agent of the bidder and or its surety, on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid, and
4. I have fully informed myself regarding the accuracy of the statements made in this declaration.

Bidder's Company Name	Vehicle Maintenance Program, Inc.
(corp./partnership/sole proprietor)	CORP.
Principle Office Address	3995 N. DIXIE HWY. BAY #7
City, ST, Zip	BOCA RATON FL. 33431
Phone Number	561-302-6080
Fax Number	561-302-7994
E-mail Number	LINDA@VMPROFS.COM
Federal Employer I.D. Number	52-1574660
Title of Person Authorized to Sign	PRESIDENT
Print Name Authorized to Sign	LINDA BROOKS
Authorized Signature	Linda Brooks
Date Signed	5/22/17

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DEBARMENT, SUSPENSION, & OTHER RESPONSIBILITY MATTERS
(REQUIRED >$25,000)

Submit this form with BID, failure to do so is grounds for disqualification.

One (1) form required of each bidder and subcontractor having greater than a $25,000 share of the bid. U.S. Code, Title 31, § 6101 note and U.S. DOT regulations on "Debarment and Suspension," 49 C.F.R. Part 29.

The Participant (the bidder and potential contractor or potential subcontractor for a third party contract) certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

An explanation must be attached to this certification regarding any exception(s).

The Primary Participant certifies that it has authority under State and local laws to comply with the subject assurances, the truthfulness and accuracy of the contents of this certification, any attached explanation submitted herewith, understands the applicability of 31 U.S.C. Sections 3801 *Et. Seq.* and that this certification has been legally made.

Bidder's Company Name	Vehicle Maintenance Program, Inc.
Legal Structure (corp./partner/proprietor)	CORP
Select One	☒ Prime or ☐ Subcontractor (submit after award)
Principle Office Address	3505 N. DIXIE HWY BAY #7
City, ST, Zip	BOCA RATON FL 33431
Phone Number	561-362-6280
Fax Number	561-362-7994
E-Mail	LIMA@VMPPARTS.COM
Federal Employer Identification Number	82-1571460
Title of Person Authorized to Sign	PRESIDENT
Print Name of Person Authorized to Sign	LIMA BROU
Date Signed and Authorized Signature	5/22/17

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N/A

LIST OF SUBCONTRACTORS AND *DBES* (REQUIRED >½ OF 1% SHARE OF BID)

Submit this form with the BID/Proposal, failure to do so is grounds for disqualification.

One (1) form required of each bidder and proposed subcontractor having greater than ½ of 1% share of the bid. Government Code § 4100 on, "Subletting and Subcontract Fair Practices Act".

Company _____
Address _____
City, ST, Zip _____
Phone Numbers/Email _____
Contact Name/Title _____
Type of Engagement _____
Type of work to be performed _____
Dollar value of participation _____ DBE qualified? Yes ☐ No ☐

Company _____
Address _____
City, ST, Zip _____
Phone Number _____
Contact Name/Title _____
Type of Engagement _____
Type of work to be performed _____
Dollar value of participation _____ DBE qualified? Yes ☐ No ☐

Company _____
Address _____
City, ST, Zip _____
Phone Number _____
Contact Name/Title _____
Type of Engagement _____
Type of work to be performed _____
Dollar value of participation _____ DBE qualified? Yes ☐ No ☐

Total DBE participation 0 Dollars 0 % of Total Contract

Bidder's/Proposer's Company Name: Vehicle Maintenance Program, Inc.
Legal Structure (corp./partner/proprietor): corp
Principle Office Address: 3505 N. DIXIE HWY BAY #7
City, ST, Zip: BOCA RATON FL 33431
Phone Number and E-Mail: 561.362.6080 linda@vmpparts.com
Federal Employer Identification Number: 52-1574660
Title of Person Authorized to Sign: President
Print Name of Person Authorized to Sign: Linda Brooks
Date Signed and Authorized Signature: 5/22/17 Linda Brooks

DUPLICATE THIS FORM AS NECESSARY TO COMPLETE LIST (SIGN LAST ONE)

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N/A

PROPOSED DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

This form must be submitted with the BID, to have it considered during BID evaluation. The bidder intends to utilize the following DBE contractors on this project. Signature of participating DBE is confirmation of willingness to participate on this project.

Company _____
Address _____
City, ST, zip _____
Phone Number _____
Fax Number _____
Contact Name _____
Type of work to be performed _____
Dollar value of participation _____
Signature of participating DBE _____

Company _____
Address _____
City, ST, zip _____
Phone Number _____
Fax Number _____
Contact Name _____
Type of work to be performed _____
Dollar value of participation _____
Signature of participating DBE _____

Company _____
Address _____
City, ST, zip _____
Phone Number _____
Fax Number _____
Contact Name _____
Type of work to be performed _____
Dollar value of participation _____
Signature of participating DBE _____

Company _____
Address _____
City, ST, zip _____
Phone Number _____
Fax Number _____
Contact Name _____
Type of work to be performed _____
Dollar value of participation _____
Signature of participating DBE _____

(DUPLICATE THIS FORM AS REQUIRED)

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RESTRICTIONS ON LOBBYING (REQUIRED >$100,000)

Submit this form before final contract award, failure to do so is grounds for disqualification.

One form required of bidder and subcontractor having greater than a $100,000 share of the bid. 31 U.S.C., § 1352 and U.S. DOT regulations on "New Restrictions on Lobbying," 49 C.F.R. Part 20.

Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operation Service Contract/Turnkey contracts.

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all tiers shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, as signed below, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Bidder's Company Name	Vehicle Maintenance Program, Inc.
Legal Structure (corp./partner/proprietor)	CORPORATION
Select One	☒ Prime or ☐ Subcontractor (submit after award)
Principle Office Address	3005 N. DIXIE HWY POM #7
City, ST, Zip	POM PANO FL. 33431
Phone Number	561-302-6080
Fax Number	561-302-7994
E-Mail	LINDA@VMPPALM.COM
Federal Employer Identification Number	52-1574466
Title of Person Authorized to Sign	PRESIDENT
Print Name of Person Authorized to Sign	LINDA BROOKS
Date Signed and Authorized Signature	5/22/17 Linda Brooks

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STATUS OF PAST AND PRESENT CONTRACTS FORM (REQUIRED)

Submit this form with the PROPOSAL, failure to do so is grounds for disqualification.

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

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

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

Project city/agency/other: N/A

Contact Name: _____ Phone: _____

Project Award Date: _____ Original Contract Value: _____

Term of Contract: _____

(1) Litigation, claims, settlements, arbitrations, or investigations associated with contract:

N/A

(2) Summary and Status of contract:

N/A

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(3) Summary and Status of action identified in (1):

N/A

(4) Reason for termination, if applicable:

N/A

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

Proposer's Company Name	Vehicle Maintenance Program, Inc.
Legal Structure (corp./partner/proprietor)	corporation
Principle Office Address	3595 N. DIXIE HWY. PGN 7
City, ST, Zip	Boca Raton FL. 33431
Phone Number	561-362-6080
Fax Number	561-362-7994
E-Mail	Linda@vmpparts.com
Federal Employer Identification Number	52-1571465
Title of Person Authorized to Sign	President
Print Name of Person Authorized to Sign	Linda Brooks
Date Signed and Authorized Signature	5-22-17 Linda Brooks

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WARRANTY CLAIM PROCEDURE (REQUIRED)

Submit this form with the BID, failure to do so is grounds for disqualification.

Please provide an explanation of the Warranty Claim Procedure for exchange, replacement and reimbursement of repair costs. You may use the space below to explain or you may attach a copy of written procedures to this packet. Any attachment must be clearly marked as "Warranty Claim Procedure" to be considered responsive.

SEE ATTACHED

VMP VEHICLE MAINTENANCE PROGRAM, INC.

Warranty Claim Procedure

3595 N. DIXIE HIGHWAY, BAY #7, BOCA RATON, FL 33431
(P) 561-362-6080 (F) 561-362-7994 (E) SALES@VMPPARTS.COM

LUBER-FINER®

BUILT TO DO MORE™

WARRANTY

Luber-finer filters are guaranteed to be free from defects in material and workmanship.

In the event of an engine or equipment failure directly caused by a proven defective Luber-finer filter, which was properly installed and changed following the engine or equipment manufacturer's recommended service intervals, Luber-finer will restore the engine or equipment to a condition equivalent to that existing just before the failure.

Claim for engine or equipment repairs provided under this warranty must be submitted within 30 days after discovery of damage. Luber-finer Technical Services Department reserves the right to examine the engine or equipment and filter to determine the amount of damage and whether it was caused by a defective Luber-finer filter. This warranty gives you specific legal rights. You may have other rights which vary from state to state. Engine and equipment manufacturer's warranties remain in effect when Luber-finer filters are used.

GENUINE LUBER-FINER WORLD FAMOUS FILTERS

LUBER-FINER IS A REGISTERED TRADEMARK OF CHAMPION LABORATORIES, INC., A UCI COMPANY

Frequently Asked Questions

Claims Processing

What type of information will be required for submitting a claim?

Please be prepared to supply the following information:
Claimant's full name
Claimant's address (no Post Office Box numbers' please)
Claimant's telephone number
Year, Make, and Model of vehicle/equipment
Product Model Number
Product manufacturing Date Code if available
Brief description of failure (why is the product suspect)

To file a claim, please call the Product Quality and Claims department at (419) 661-6754 or toll free at (877) 250-8361.

Once I call the Product Quality and Claims department, what takes place?

The claims administrator will initialize your claim and issue a Claim File number, which will identify your claim. A claim package will be mailed to the claimant's address. The claim package will contain all of the information needed, as well as a Claim Form with the claimant's personal information and a claim number already filled in. Complete the form supplying all relevant information, make a copy for your records and return the product to FRAM with the address label provided.

Can I cut the filter open or modify it, prior to sending it in?

Definitely not! The product should not be altered in any way. It should be returned with the Claim Form, as per the instructions, in exactly the same condition as it was removed from the vehicle.

What will the Product Quality and Claims Department do when they receive the filter?

The staff will identify the product with a tracking number and then proceed with a fair, fast, objective evaluation. All testing is performed to standard industry practices and derived from Society of Automotive Engineers recommended procedures. The claimant will receive a written notification of the evaluation findings. In the event the claim is denied, the product sample will be returned to the claimant.

How long from the day it is filed, does it take to resolve my claim?

Typically the Claims Department will make a determination and respond back to you, within 14 working days of receipt of the returned claim package. Any deviation from the claim filing procedures or a lack of complete information on the Claim Form may cause a delay in processing the claim and in sending your response.

What happens to the filter I sent in?

The product is evaluated as necessary to confirm the complaint. If you do not want the product altered, there is a place to note that on the claim form but be aware that doing so may limit our ability to fully evaluate the product. In the event your claim is denied, the product will be returned to you, via a carrier that ensures traceability.

Should I repair the vehicle or wait for the claim to be processed?

We understand the importance of vehicle availability and suggest you do not wait for the evaluation results to begin repairs to the vehicle.

dar Park Boulevard
sburg, OH 43551

Product Quality Evaluation Form

Please Print Clearly Case Number: 310-5.18.06-16:48:30

Name of Customer _____ Address _____

Date _____ Telephone # _____ City _____ State _____ Zip _____

Name of the company you are representing _____

Vehicle Information

Make _____ Model _____ Year _____

Serial # _____ # of Cylinders _____ Cubic Inch Displacement/Liters _____

Product Information

Product Model # _____ Date Code _____ Date Installed _____ Date Failure Occurred _____

Mileage at Installation _____ Mileage at Time of Failure _____

Description of Product Failure (Describe how the product failed/be specific)

_____

_____

_____

_____

_____

Dear Valued Customer,

Thank you for informing us of the difficulties experienced while using one of our products. Please take the following steps, so that we may assist you in a timely manner:

- Complete this **Product Quality Evaluation Form.**
- Place product sample in a leak proof container along with completed evaluation form.
- NOTE: Product samples containing fluid must be drained.
- Package the product with documentation, and send to Honeywell Product Quality Department.
- Cut out the pre-printed shipping label below and affix to package.

Cut here for shipping label

Honeywell Consumer Products Group
Product Quality Evaluation Case Number: 310-5.18.06-16:48:30
28399 Cedar Park Boulevard
Perrysburg, OH 43551 USA

hank you again for bringing this matter to our attention.

incerely,

roduct Quality and Claims Department

CHAMPION LABORATORIES, INC.

200 S 4th St.
Albion, IL 62806-1313

FAX COVER SHEET

DATE:	May 19, 2006	**TIME:**	9:11 AM
TO:	Vehicle Maintence	**PHONE:**	561-362-6080
ATT:	Lindl	**FAX:**	561-362-7994
FROM:	Technical Services	**HOTLINE:**	1-800-882-0890
		DIRECT:	(618) 445-5394
		FAX:	(618) 445-5292
		E-MAIL:	hotline@champlabs.com

SUBJECT: Luber-Finer Warranty Procedures

Number of pages including cover sheet: 1

MESSAGE

Luber-Finer Warranty Procedures

Automotive Lube filters Procedures- We request that the suspect filter be returned for analysis. We do not perform any destructive testing on the suspect filter. The filter will be returned to the customer in the same condition it was sent in to us. The testing will take 15 working days from the day we receive the suspect filter.

All other filters we will fax or email a warranty complaint form to the customer due to a larger size difference and have them sent in for the same test procedure. We also ask that the Luber-Finer filter be safely drained and sealed for shipment.

The retrieval kit comes with warranty papers two small bags and a small box.

Bryan Austin
Technical Assistance
Representative

Vehicle Maintenance Program, Inc.
3595 N. Dixie Highway, Bay #7
Boca Raton, FL 33431
(p) 561-362-[illegible] 1-362-7994
sales@[illegible].com

FRAM® LIMITED WARRANTY

FRAM® filter products manufactured or sold by FRAM Group Operations LLC are warranted to their original purchaser to be free from defects in material and workmanship for the duration of the original equipment recommended change interval and ***FRAM***® hard parts (filters and hard parts are collectively referred to as, "Products") are warranted to their original purchaser to be free from defects in material and workmanship for one (1) year from the later of the date of purchase or the date of installation. This warranty covers properly installed or utilized Products, installed in vehicles as cataloged by the then applicable ***FRAM***® product catalog ("Covered Products"). This warranty does not cover any Product that: a) has been subject to misuse, neglect, negligence, accident or casualty; b) has been improperly installed; c) has been installed into an engine which is not referenced as a conforming application by the then applicable ***FRAM***® catalog; or d) has remained in service beyond the original equipment recommended change interval.

Any Covered Product which is determined by FRAM Group Operations LLC to be defective will be replaced at no charge. In the event of an engine or equipment failure directly caused by a Covered Product, FRAM Group Operations LLC will provide the lesser of the: i) restoration of the engine or equipment to a condition equivalent to that existing just prior to the failure or ii) cash payment of the fair market value of the vehicle. **TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW, FRAM GROUP OPERATIONS LLC DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS AND ANY AND ALL CONSEQUENTIAL, INCIDENTAL AND SPECIAL DAMAGES.** Some jurisdictions do not permit the exclusion of such warranties or damages, so this disclaimer may not apply to you.

You must cooperate with FRAM Group Operation LLC's claims management process. Please submit claims to FRAM Group Operations LLC within 30 days after discovery of damage. FRAM Group Operations LLC reserves the right to examine the engine, equipment and filter to determine the amount of damage and whether such damage was caused by a defective Covered Product. Therefore, claimants must take steps necessary to preserve the engine and/or equipment and the filter during the claims investigation period.

To initiate a claim in the United States, call 888-889-8374 or email: Prodeval@Framgrp.com.
To initiate a claim outside of the United States, call 419-661-6890 or email: Prodeval@Framgrp.com.

This warranty gives you specific legal rights. You may have other rights which vary from jurisdiction to jurisdiction.

VEHICLE MANUFACTURERS' WARRANTIES

In the United States:	Use of ***FRAM***® products will not void your Original Equipment warranty. A manufacturer may not require the use of any brand of filter unless either the manufacturer provides the filter for free-of-charge under terms of the warranty or the manufacturer successfully demonstrates to the Federal Trade Commission that its product will not work properly without a specified item or service. To date, the FTC has not made any such determination for filtration products. If a manufacturer makes a claim that using a ***FRAM***® product will void or has voided your warranty, ask the manufacturer to provide this statement in writing.
Outside of the United States (excluding Canada):	***FRAM***® processes warranty claims on a world-wide basis. The use of aftermarket parts during applicable warranty periods may impact the manufacturer's warranty. Check the terms of your Original Equipment warranty which may require the use of a specific brand of filter for a valid warranty claim.

MANN+HUMMEL Filtration Technology US LLC

Limited Warranty

Any new vehicle and equipment warranties you may have are not affected by your use of WIX filters or this limited warranty.

MANN+HUMMEL Filtration Technology US LLC warrants each WIX filter to be free from defects in material and workmanship during the period of service life recommended by the engine or equipment manufacturer. This warranty does not apply if the filter has been improperly installed, altered, abused, neglected or damaged. This warranty also does not apply if the filter has been used for non-approved or non-recommended applications or if used in competitive racing, on modified high performance engines or in any aircraft or aviation application.

If your WIX filter is found to be defective in material or workmanship during the period of service life recommended by the engine or equipment manufacturer, MANN+HUMMEL Filtration Technology will replace the defective filter with another WIX filter. In addition, MANN+HUMMEL Filtration Technology will reimburse you for the reasonable costs of the parts and labor required to repair your engine or equipment to the extent the damage was solely attributable to a defect in your WIX filter.

In order to obtain engine or equipment repairs under the warranty, you must, within 30 days after discovery of damage, submit a claim to any WIX representative, our WIX distributor or directly to the address below. You must also allow the WIX Technical Service Department to examine the filter and, if required, the engine or equipment, to determine the extent of damage and whether it was caused by a defective WIX filter. You should retain a copy of your service records and installation record and receipt as proof of the date of purchase. The filter must be returned to WIX Technical Service Department, unaltered, for examination, along with proof of purchase, service and installation records.

THIS WARRANTY IS EXCLUSIVE OF ANY OTHER WARRANTY EXPRESS OR IMPLIED. For WIX filters used in commercial applications, and except where prohibited by applicable law, WE EXPRESSLY DISCLAIM, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY IMPLIED WARRANTIES ARE LIMITED TO THE DURATION OF THIS WARRANTY. THE FOREGOING IS THE ENTIRE AND EXCLUSIVE LIABILITY OF MANN+HUMMEL FILTRATION TECHNOLOGY US LLC AND YOUR EXCLUSIVE AND SOLE REMEDY FOR ANY DAMAGES OR CLAIMS MADE IN CONNECTION WITH THE USE OF A WIX FILTER. MANN+HUMMEL FILTRATION TECHNOLOGY US LLC SHALL IN NO EVENT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING CLAIMS FOR LOSS OF USE OF THE EQUIPMENT ON WHICH THE WIX FILTER IS INSTALLED, LOSS OF TIME, INCONVENIENCE OR COMMERCIAL LOSS. Some states and other local jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusion may not apply to you.

This warranty gives you specific legal rights and you may also have other rights, which vary from state to state and other local jurisdictions.

Keith A. Wilson, Jr., President

MANN+HUMMEL Filtration Technology US LLC, Attention: Technical Services Department, 1 WIX Way, Gastonia, NC 28054

Revision 06/16

Donaldson
FILTRATION SOLUTIONS

Donaldson Engine Aftermarket Warranty

YOU HAVE A CHOICE!

You can always choose top-quality Donaldson filters designed specifically for your engines and equipment, and as long as you change the filters according to the engine manufacturer's recommendations Donaldson filters **will not void** your engine manufacturer's warranty.

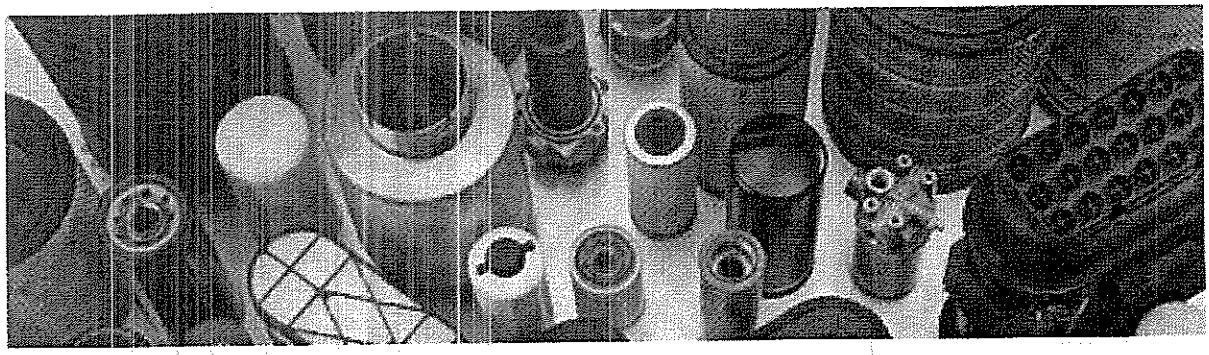
European Block Exemption

The EC Block Exemption Regulation (BER) gives motorists **for on-road vehicles** the flexibility to select where they can get their on-road vehicles serviced. The BER also covers service and maintenance during the warranty period.

Donaldson Confidence

We take the common sense approach. In the unlikely event that an engine issue is caused by a defect in the material or workmanship of a Donaldson filter, you have the protection of your Donaldson warranty. We'll make sure that your engine is returned to its previous condition.

And you can rest assured that the products we make use only the best components, media and technology, as well as the most consistent manufacturing processes, to ensure that every hardworking Donaldson filter you purchase is there to protect your engines and equipment.



More information on the European Block Exemption can be found via ec.europa.eu > European Block Exemption
Donaldson Product Warranty is available via www.emea.donaldson.com/en/engine/support/datalibrary/063051.pdf

You need effective filtration – and you want it all from one supplier.

When it's time for filter replacement, Donaldson provides the right combination of quality and value to help you operate efficiently.

With Donaldson protection, your engines and equipment will operate longer between filter replacements, saving on costly downtime and repairs. And adding a Donaldson filtration system to your bulk fuel and lube storage will go even further toward protecting your equipment and maximizing uptime.

Depend on Donaldson when every operating hour counts!

Donaldson Engine Aftermarket Warranty

Donaldson warrants its Aftermarket products against failure due to defects in materials and workmanship for the period specified under Terms and Conditions for the particular product.

Donaldsons obligation under this warranty covers replacing the failed product, including transportation charges, only. If the Donaldson product failure is the sole and direct cause of damage to the equipment on which the product was properly installed, Donaldson will reimburse reasonable costs to restore the equipment to the condition it was in immediately before the failure.

This warranty does not cover failure due to misapplication, misuse, abuse, neglect, rust through and corrosion (mufflers), improper service practices or non-Donaldson approved modifications. Engine and equipment manufacturers' warranties remain in effect when Donaldson products are used.

Donaldson must be notified in writing of any claims covered by this warranty within one year of the date of failure. Donaldson, at its discretion, will either physically visit the site where the alleged failure has been found or, request that all parts, Donaldson and other relevant parts, be shipped prepaid to its General Office, in care of the Product Lab or as otherwise specified.

Terms & Conditions

Warranty coverage begins at the date of installation to the original end-user, and expires after the indicated period or kilometres, whichever occurs first.

More detailed information can be found in the Donaldson Europe Operating Guide or can be received upon request.

Warranty Length by Product

Filtration Products	Warranty Period
Air Cleaner Housing & Accessories	1 year
Liquid Filter Assemblies & Accessories	1 year
Air & Liquid Filters	Maximum 1 year

Exhaust Products	Warranty Period
Exhaust Assemblies On-Road	2 years - 300.000 kilometers
Exhaust Assemblies Off-Road	1 year - 1.500 working hours
Exhaust Accessories	1 year

Donaldson
FILTRATION SOLUTIONS

Donaldson Europe b.v.b.a.
Interleuvenlaan 1
3001 Leuven
Belgium

Engine.europe@donaldson.com
www.donaldson.com

Europe +32-16-38-3811
South East Asia 65-6771-7373
North America 800-374-1374
Greater China 852-2890-7888
Mexico +52-442-270-4150
Japan 81-42-640-4110
Latin Am. & Carib. +57-442-920-6100
Australia 61-02-4560-3522
Brasil +55-11-2119-3604
India +91-124-2290980
South Africa +27-11-997-4000

Donaldson No. 3119022 (16-17)
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Donaldson Company, Inc. reserves the right to change or discontinue any model or specification at any time and without notice.

OmniTrans

CONTRACT AGREEMENT

between

CONTRACTOR H&H Auto Parts Wholesale 12860 Muscatine Street Arleta, CA 91331 (hereinafter "CONTRACTOR") Telephone: 818-771-0926 Email: jim@hhparts.com	**CONTRACT DOCUMENTS** **CONTRACT NO. MNT18-06H** **BUS FILTERS**
And	Contract Amount: $83,500
Omnitrans 1700 West Fifth Street San Bernardino, CA 92411 (hereinafter "OMNITRANS")	Omnitrans Project Manager: Name: Rick Barone Title: Materials Manager Telephone: (909) 379-7204 Email: rick.barone@omnitrans.org Contract Administrator: Name: Christine Van Matre Title: Contract Administrator Telephone: (909) 379-7122 Email: christine.vanmatre@omnitrans.org

OmniTrans

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ATTACHMENT A – SCOPE OF WORK

ATTACHMENT B – REGULATORY REQUIREMENTS

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ATTACHMENT D - FORMS

This Agreement is made and entered into as of this ___ day of _____, and between Omnitrans (hereinafter referred to as "OMNITRANS") and H&H Auto Parts Wholesale (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, OMNITRANS is a joint powers authority organized under Section 6500 et seq. of the California Government Code with power to contract for services described in Attachment A to this Agreement entitled "Attachment A, Scope of Work" (hereinafter referred to as "Work");

WHEREAS, CONTRACTOR has indicated it is qualified to perform such services and (1) has reviewed all the available data furnished by OMNITRANS pertinent to the Work to be rendered; (2) has inspected and reviewed the Work to be rendered; (3) will exercise the ordinary care and skill expected of a practitioner in its profession; and (4) is willing to accept responsibility of performing the Work set forth in this Agreement for the compensation and in accordance with the terms, requirements and conditions herein specified;

NOW, THEREFORE, for the consideration hereinafter stated, the parties agree as follows:

1. SCOPE OF WORK

A. CONTRACTOR will perform the Work and related tasks as described in Attachment A, Scope of Work hereto and is incorporated by reference into and made a part of this Agreement.

B. This is a non-exclusive Agreement, whereby OMNITRANS may, at its sole discretion, augment or supplant the Work with its own forces or forces of another contractor or entity. CONTRACTOR will cooperate fully with OMNITRANS' staff or other contractor or entity that may be providing similar or the same Work for OMNITRANS.

2. PERIOD OF PERFORMANCE

The term of this Agreement shall be from the date of execution of this Agreement and continue in effect through _____, unless terminated as specified in Section 10 and 11 of this Agreement. Omnitrans has no obligation to purchase any specified amount of products/services. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

Omnitrans' election to extend the Agreement beyond the Initial Term shall not diminish its right to terminate the Agreement for Omnitrans' convenience or CONTRACTORS default as provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period extended from through _____, which period encompasses the Initial Term and the Option Year One and Option Year Two.

3. CONTRACT OPTIONS

A. Omnitrans will have the unilateral right in the contract by which, for a specified time, Omnitrans may elect to purchase additional services called for by the contract, or may elect to extend the term of the contract. The requirements below apply:

1) Any options that were requested by Omnitrans and/or contained in the Contractor's PROPOSAL or offer must have been evaluated in making the contract award prior to exercising any such options.

2) Since Contractor's proposed pricing for the option years and additional services are considered in evaluating the Contractor's original proposal and form the basis for awarding the contract, Contractor shall be bound by the proposal pricing for additional services and/or option years, unless otherwise provided herein.

B. Omnitrans will provide a minimum of thirty days (30) written notice to the Contractor of Omnitrans' exercise of its option to extend the contract years. Omnitrans may give notice of its exercise of the option for additional services at any time during the term of the contract. The minimum time for the written notice may be waived by mutual agreement.

4. COMPENSATION

A. For CONTRACTOR's full and complete performance of its obligations under this Agreement, OMNITRANS shall pay CONTRACTOR on a FIXED PRICE basis at the fully burdened fixed rates shown in Attachment C, and subject to the maximum cumulative payment obligation.

B. OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed Eighty-Three Thousand Five Hundred Dollars ($83,500), including all amounts payable to CONTRACTOR for all costs, including but not limited to direct labor, other direct costs, subcontracts, indirect costs including, but not limited to, leases, materials, taxes, insurance, and profit.

C. If during the course of the contract Omnitrans requires different parts other than those covered by this contract, pricing for such parts will be negotiated separately.

D. Contractor shall hold pricing firm for the duration of the three year base contract term. On an annual basis thereafter, Contractor may submit a request for a price adjustment based on Consumer Price Index and must provide justification with the request.

5. INVOICING AND PAYMENT

A. CONTRACTOR shall invoice OMNITRANS on a monthly basis no later than the 15th of each month. CONTRACTOR shall furnish information as may be requested by OMNITRANS to substantiate the validity of an invoice.

CONTRACTOR shall submit invoices in duplicate to:

OMNITRANS
1700 West Fifth Street
San Bernardino, CA 92411
Attn: Accounts Payable

Accountspayable@omnitrans.org

Contracts@omnitrans.org

A separate invoice shall be used for each shipment. Each invoice shall include, at minimum, the following information:

- Contract number
- Invoice number
- Description of delivery
- Delivery Date
- Total quantity delivered
- Information as requested by OMNITRANS

B. OMNITRANS shall remit payment within thirty (30) calendar days of approval of the invoices by OMNITRANS' Project Manager.

In the event OMNITRANS should overpay CONTRACTOR, such overpayment shall not be construed as a waiver of OMNITRANS' right to obtain reimbursement for the overpayment. Upon discovering any overpayment, either on its own or upon notice of OMNITRANS, CONTRACTOR shall immediately reimburse OMNITRANS the entire overpayment or, at its sole discretion, OMNITRANS may deduct such overpayment amount from monies due to CONTRACTOR under this Agreement or any other Agreement between OMNITRANS and CONTRACTOR.

C. TITLE

a. Title shall pass to Omnitrans at the time of payment.

b. The title transferred as above shall in each case be good, and free and clear from any and all security interests, liens, and/or other encumbrances.

c. The transfer of title as specified above shall not imply Acceptance by Omnitrans, nor relieve the Contractor from the responsibility for strict compliance with the Contract, including warranty as specified in the Article entitled Warranty of Work, and for any loss of or damage to the Work.

d. The Contractor at its own expense shall promptly execute, acknowledge, and deliver to the Omnitrans proper bills of sale or other written instruments of title in a form as required by Omnitrans; said instruments shall convey to the Omnitrans' title free and clear of debts, claims, liens, mortgages, taxes, and/or encumbrances.

e. Contractor shall have title to and bear the risk of any loss of or damage to Work purchased hereunder until they are delivered, unloaded, and received by Omnitrans at the FOB Destination specified herein. Contractor's responsibility for loss or damage except for loss or damage resulting from Contractor's negligence, shall cease when title passes to Omnitrans.

6. AUDIT AND INSPECTION OF RECORDS

CONTRACTOR agrees that OMNITRANS or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, employment records or other records relating to this Agreement. Such material, including all pertinent cost, accounting, financial records, and proprietary data must be kept and maintained by CONTRACTOR for a period of three (3) years after completion of this Agreement unless OMNITRANS' written permission is given to CONTRACTOR to dispose of material prior to this time.

7. NOTIFICATION

All notices hereunder concerning this Agreement and the Work to be performed shall be physically transmitted by courier, overnight, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To OMNITRANS:	To CONTRACTOR:
Omnitrans 1700 West Fifth Street San Bernardino, CA 92411 Attn: Christine Van Matre Contract Administrator	H&H Auto Parts Wholesale 12860 Muscatine Street Arleta, CA 91331 Attn: Jim Holmquist, President

8. OMNITRANS' AND CONTRACTOR'S REPRESENTATIVES

A. OMNITRANS' Project Manager

Contracting Officer: OMNITRANS' CEO/General Manager or his authorized designee who has authority to execute contracts on behalf of OMNITRANS.

Project Manager: Rick Barone, Materials Manager.

a. Except as expressly specified in this Agreement, the Contracting Officer may exercise any powers, rights and/or privileges that have been lawfully delegated by OMNITRANS. Nothing in this Agreement should be construed to bind OMNITRANS for acts of its officers, employees, and/or agents that exceed the delegation of authority specified herein.

b. The Contracting Officer has delegated to the Project Manager certain powers and duties in connection with this Agreement. The Project Manager is the authorized representative of the Contracting Officer for matters related to this Agreement. The Project Manager or his/her designee is empowered to:

1. Have general oversight of the Work and this Agreement, including the power to enforce compliance with this Agreement.

2. Reserve the right to remove any portion of the Work from CONTRACTOR which have not been performed to OMNITRANS' satisfaction.

3. Subject to the review and acceptance by OMNITRANS, negotiate with CONTRACTOR all adjustments pertaining to this Agreement for revision.

c. In addition to the foregoing, the Project Manager shall have those rights and powers expressly set forth in other sections of this Agreement.

B. **Contractor's Key Personnel**

The following are CONTRACTOR's key personnel and their associated roles in the Work to be provided:

Name	Role
Jun Hernandez	Contract Administrator
David Moody	Accounts Receivable
Dick Gomez	Warehouse Manager

Any propose/substitution or replacement by Contractor of Contractor's key personnel shall ensure that such person possesses the same or better expertise and experience than the key personnel being substituted or replaced. Omnitrans reserves the right to interview such person to ascertain and verify if such proposed substitution or replacement does in deed possess such expertise and experience.

OMNITRANS awarded this Agreement to CONTRACTOR based on OMNITRANS' confidence and reliance on the expertise of CONTRACTOR's key personnel described above. CONTRACTOR shall not reassign key personnel or assign other personnel to key personnel roles until CONTRACTOR obtains prior written approval from OMNITRANS.

9. DISPUTE RESOLUTION

Any disputes between the successful CONTRACTOR and OMNITRANS relating to the implementation or administration of the Contract shall be resolved in accordance with this section.

A. The parties shall first attempt to resolve the dispute informally in meetings or communications between proposer and OMNITRANS.

B. If the dispute remains unresolved fifteen (15) days after it first arises, proposer may request that Omnitrans' CEO/General Manager issue a recommended decision on the matter in dispute. Omnitrans' CEO/General Manager shall issue the recommended decision in writing and provide a copy to proposer.

C. If the dispute remains unresolved after review by Omnitrans' CEO/General Manager, either party may seek judicial resolution of the dispute in an appropriate Court of the State of California.

D. Pending final resolution of a dispute under this section, proposer shall proceed diligently with performance in accordance with the Contract and Omnitrans' CEO/General Manager's recommended decision.

10. TERMINATION FOR CONVENIENCE

OMNITRANS may terminate this Agreement in whole or in part for OMNITRANS' convenience. Omnitrans' CEO/General Manager shall terminate this Agreement by a written Notice of Termination to CONTRACTOR specifying the nature, extent, and effective date of the termination. Upon receipt of the notice of termination, CONTRACTOR shall immediately discontinue all Work affected and deliver all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process, to Omnitrans' CEO/General Manager. OMNITRANS shall make an equitable adjustment in the Agreement for Work already performed, but shall not allow anticipated profit on unperformed services. Force Majeure shall apply.

11. TERMINATION FOR BREACH OF AGREEMENT

A. If CONTRACTOR fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger timely performance of this Agreement, OMNITRANS may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to OMNITRANS within the time permitted by OMNITRANS, then OMNITRANS may terminate this Agreement due to CONTRACTOR's breach of this Agreement.

B. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then OMNITRANS may immediately terminate this Agreement.

C. If CONTRACTOR violates Section 28, Compliance with Lobbying Policies, of this Agreement, then OMNITRANS may immediately terminate this Agreement.

D. In the event OMNITRANS terminates this Agreement as provided in this Section, OMNITRANS may procure, upon such terms and in such manner as OMNITRANS may deem appropriate, Work similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to OMNITRANS for all of its costs and damages, including, but not limited, any excess costs for such Work.

E. All finished or unfinished documents and materials produced or procured under this Agreement shall become OMNITRANS' property upon date of such termination.

F. If, after notice of termination of this Agreement under the provisions of this Section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 10, Termination for Convenience.

G. The rights and remedies of OMNITRANS provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

12. ASSIGNMENT

This Agreement, any interest herein or claim hereunder, may not be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONTRACTOR, without the prior written consent of OMNITRANS. Consent by OMNITRANS shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

13. SUBCONTRACTING

OMNITRANS hereby consents to CONTRACTOR's subcontracting of portions of the Work to the parties identified below for the functions described in CONTRACTOR's proposal. CONTRACTOR shall include in each subcontract agreement the stipulation that CONTRACTOR, not OMNITRANS, is solely responsible for payment to the subcontractor for all amounts owing and that the subcontractor shall have no claim, and shall take no action against OMNITRANS, Member Agencies or officers, directors, employees or sureties thereof for nonpayment by CONTRACTOR.

CONTRACTOR shall not, without the express written consent of Omnitrans, either:

a. Substitute any person, firm, or corporation as subcontractor in place of the subcontractors identified below; or

b. Permit any subcontract to be assigned or transferred; or

c. Allow work to be performed by anyone other than the original subcontractor listed below.

Subcontractor's Name and Address	Work to Be Performed
N/A	

14. INDEPENDENT CONTRACTOR

CONTRACTOR's relationship to OMNITRANS in the performance of this Agreement is that of an independent Contractor. CONTRACTOR's personnel performing Work under this Agreement shall at all times be under CONTRACTOR's exclusive direction and control and shall be employees of CONTRACTOR and not employees of OMNITRANS. CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

15. INSURANCE

A. INSURANCE REQUIREMENTS

1) **General Requirements for Contractor**

a. Without limiting or diminishing the Contractor's obligation to indemnify or hold Omnitrans harmless, Contractor shall procure, prior to commencement of the services required under this contract and maintain for the duration of the contract at its own expense, insurance of the kinds and in the amounts as indicated below;

b. Provide Omnitrans with valid original certificates of insurance and endorsements showing Omnitrans as an additional insured.

2) **Deductibles or Self-Insured Retention (SIR)**

SIR must be declared to and approved by Omnitrans. At the option of Omnitrans, either: the insurer shall reduce or eliminate such deductibles or SIR or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

3) **Other Insurance Provisions**

a. Commercial General Liability and Automobile Liability

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and

completed operations liability, personal and advertising injury covering claims which may arise from or out of Contractor's performance of its obligations hereunder and if Contractor's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used. Policy shall name Omnitrans, its officers, officials, employees, agents and volunteers as additional insured as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations of the scope of protection afforded Omnitrans, its officers, officials, employees, agents, and volunteers.

1. For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects Omnitrans, its officers, officials, employees, agents, and volunteers. Any insurance and/or deductibles and/or self-insured retentions or self-insured programs maintained by Omnitrans, its officers, officials, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not be construed as contributory.
2. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Omnitrans.

b. Workers' Compensation

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of Omnitrans and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

c. **Care, Custody, and Control**

Contractor shall insure any Omnitrans property while under its Care, Custody, and Control according to the requirements listed in the insurance coverage required.

4) **Acceptability of Insurers**

Insurance companies shall be State of California admitted or approved and have a current **A.M. Best's** rating of no less than **A:VIII.**

5) **Verification of Coverage**

a. Contractor shall furnish Omnitrans with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All insurance certificates and endorsements are to be received and approved by Omnitrans before work commences.

b. As an alternative, Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

c. In lieu of purchasing insurance and providing original endorsements and or certificates of insurance, the Contractor may provide proof of self-insurance; such proof must be to the satisfaction of Omnitrans.

6) **Subcontractors**

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

7) **Notification of Terminated Insurance**

Insurance shall not be terminated or expire without thirty (30) days written notice, and are required to be maintained in force until completion of the contract.

B. **MINIMUM INSURANCE COVERAGE**

If the Contractor maintains broader coverage and/or higher limits than the minimum requirements shown below, Omnitrans requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

1) ☒ **Commercial General Liability including Products/Completed Operations:** $1,000,000; per occurrence for bodily and property

damage liability and $2,000,000 aggregate; *Omnitrans named and endorsed as an Additional Insured.*

2) ☒ **Automobile Liability:** $1,000,000; per occurrence for bodily and property damage liability and aggregate; *Omnitrans named and endorsed as an Additional Insured.*

3) ☐ **Errors and Omissions Liability:** $1,000,000; combined single limit bodily and property damage liability per occurrence and $ 3,000,000 aggregate or,

4) ☐ **Professional Liability:** $1,000,000; per occurrence and aggregate.

5) ☒ **Workers' Compensation:** statutory limits or,

6) ☐ **Self Insurance Program:** a State Approved program in an amount and form that meets all applicable requirements of the Labor Code of the State of California.

7) ☒ **Employer's Liability**: $1,000,000; per occurrence.

8) ☐ **Environmental Liability:** $1,000,000; per occurrence and aggregate; *Omnitrans named and endorsed as an Additional Insured.*

9) ☐ **Umbrella Policy:** $4,000,000; per occurrence and aggregate Additional coverage for the above policies, *Omnitrans Additional Insured.*

10) ☐ All drivers making deliveries of products specified on this solicitation shall have Hazardous Materials Endorsements on their Commercial Driver's License, and such other Endorsements as may be required by relevant laws and/or regulations.

16. INDEMNITY

CONTRACTOR shall indemnify, defend and hold harmless OMNITRANS, and its member agencies, and their officers, directors, employees and agents from and against any and all liability, expense (including, but not limited to, defense costs and attorneys' fees), claims, causes of action, and lawsuits for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage (including property of CONTRACTOR) arising from or connected with any alleged act and/or omission of CONTRACTOR, its officers, directors, employees, agents, Subcontractors or suppliers. This indemnity shall survive termination or expiration of this Agreement and/or final payment thereunder.

17. REVISIONS IN SCOPE OF WORK

By written notice or order, OMNITRANS may, from time to time, order work suspension or make changes to this Agreement. Changes in the Work shall be

mutually agreed to and incorporated into an amendment to this Agreement. Upon execution of an amendment, CONTRACTOR shall perform the Work, as amended.

18. RIGHTS IN TECHNICAL DATA

A. No material or technical data prepared by CONTRACTOR under this Agreement is to be released by CONTRACTOR to any other person or entity except as necessary for the performance of the Work. All press releases or information concerning the Work that might appear in any publication or dissemination, including but not limited to, newspapers, magazines, and electronic media, shall first be authorized in writing by OMNITRANS.

B. The originals of all letters, documents, reports and other products and data produced under this Agreement shall become the property of OMNITRANS without restriction or limitation on their use and shall be made available upon request to OMNITRANS at any time. Original copies of such shall be delivered to OMNITRANS upon completion of the Work or termination of the Work. CONTRACTOR shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the prior written approval of OMNITRANS. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

19. OWNERSHIP OF REPORTS AND DOCUMENTS

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

20. OWNERSHIP RIGHTS

A. In the event OMNITRANS rightfully obtains copies of Proprietary Data under the terms of the separate License Agreement and Escrow Agreement that govern rights in Documentation, Software and Intellectual Property created and/or developed by Contractor, its Third Party Software Contractors and its Suppliers as part of the Project, any derivative works and associated documentation created by or on behalf of OMNITRANS by Permitted Programmers (as defined in the License Agreement) shall be the sole and exclusive property of OMNITRANS (collectively, "OMNITRANS Intellectual Property"), and OMNITRANS may use, disclose and exercise dominion and full rights of ownership, in any manner in

OMNITRANS Intellectual Property in connection with the use, operation and maintenance of a transportation system administered by OMNITRANS. No use of OMNITRANS Intellectual Property shall be made for any purpose other than in conjunction with a transportation system administered by CONTRACTOR, and OMNITRANS shall not sell, lease, rent, give away or otherwise disclose any OMNITRANS Intellectual Property to any outside third party other than Permitted Programmers. To the extent there may be any question of rights of ownership or use in any OMNITRANS Intellectual Property, Contractor shall require all of its subcontractors and suppliers (including without limitation its Third Party Software Contractors) to assign to OMNITRANS, all worldwide right, title and interest in and to all OMNITRANS Intellectual Property in a manner consistent with the foregoing terms of this paragraph. Contractor shall execute any documents as OMNITRANS may from time to time reasonably request to effectuate the terms of this paragraph.

B. All documentation and Software which predates this Contract and which otherwise owned by Contractor or its Third Party Software Contractors, and all Documentation and Software which is created by Contractor or its Third Party Software Contractors shall be Licensed Software or Licensed Documentation, as appropriate. All Licensed Software and Licensed Documentation shall be governed by the License Agreement by and between the parties of event date herewith.

21. WORK FOR HIRE

Any work created or produced as a part of this Agreement that may be defined under Section 101, Title 17, USC will be considered "work for hire" as it pertains to ownership rights. CONTRACTOR, by his/her endorsement hereon agrees that all rights to any work(s) created or produced are waived, and that ownership rests with OMNITRANS. CONTRACTOR further agrees to ensure transfer of all rights to such work(s), as defined under federal copyright law, that may be created or produced under this Agreement by its suppliers, contractors or subcontractors.

22. SUBMITTAL OF CLAIMS BY CONTRACTOR

CONTRACTOR shall file any and all claims with OMNITRANS' Project Manager in writing within thirty (30) days of the event or occurrence giving rise to the claim. The claim shall be in sufficient detail to enable OMNITRANS to ascertain the claim's basis and amount, and shall describe the date, place and other pertinent circumstances of the event or occurrence giving rise to the claim and the indebtedness, obligation, injury, loss or damages allegedly incurred by CONTRACTOR.

Even though a claim may be filed and/or in review by OMNITRANS, CONTRACTOR shall continue to perform in accordance with this Agreement.

23. EQUAL OPPORTUNITY

CONTRACTOR shall not discriminate against, or grant preferential treatment to, any individual or group, or any employee or applicant for employment because of race, age, religion, color, ethnicity, sex, national origin, ancestry, physical disability, mental disability, political affiliation, sexual orientation, marital status or other status protected by law. CONTRACTOR shall take action to ensure that applicants and employees are treated without regard to the above.

24. STANDARD OF PERFORMANCE

A. CONTRACTOR shall perform and exercise, and require its subcontractors to perform and exercise due professional care and competence in the performance of the Work in accordance with the requirements of this Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, completeness and coordination of the Work, it being understood that OMNITRANS will be relying upon such professional quality, accuracy, completeness and coordination in utilizing the Work. The foregoing obligations and standards shall constitute the "Standard of Performance" for purposes of this Agreement. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

B. All workers shall have sufficient skill and experience to perform the Work assigned to them. OMNITRANS shall have the right, at its sole discretion, to require the immediate removal of CONTRACTOR's personnel at any level assigned to the performance of the Work at no additional fee or cost to OMNITRANS, if OMNITRANS considers such removal in its best interests and requests such removal in writing and such request is not done for illegal reasons. Further, an employee who is removed from performing Work under this Agreement under this Article shall not be re-assigned to perform Work in any other capacity under this Agreement without OMNITRANS' prior written approval.

25. NOTIFICATION OF EMPLOYMENT OF OMNITRANS BOARD MEMBERS/ALTERNATES AND EMPLOYEES

To ensure compliance with OMNITRANS' Ethics Policy, CONTRACTOR shall provide written notice to OMNITRANS disclosing the identity of any individual who CONTRACTOR desires to employ or retain under a contract, and who (1) presently serves as a Board Member/Alternate or an employee of OMNITRANS, or (2) served as a Board Member/Alternate or an employee of OMNITRANS within the previous 12 months of the date of the proposed employment or retention by CONTRACTOR. CONTRACTOR's written notice shall indicate whether the individual will be an officer, principal or shareholder of the entity and/or will participate in the performance of this Agreement.

26. DISQUALIFYING POLITICAL CONTRIBUTIONS

In the event of a proposed amendment to this Agreement, CONTRACTOR shall provide prior to the execution of such amendment, a written statement disclosing any contribution(s) of $250 or more made by CONTRACTOR or its subcontractor(s) to Omnitrans Board Members/Alternates or employees within the preceding twelve (12) months of the date of the proposed amendment. Applicable contributions include those made by any agent/person/entity on behalf of CONTRACTOR or subcontractor(s).

27. COMPLIANCE WITH LAW

A. CONTRACTOR shall familiarize itself with and perform the Work required under this Agreement in conformity with requirements and standards of OMNITRANS, municipal and public agencies, public and private utilities, special districts, and railroad agencies whose facilities and work may be affected by Work under this Agreement. CONTRACTOR shall also comply with all Federal, state and local laws and ordinances.

B. Government regulations that directly affect the CONTRACTOR'S performance of this contract and unforeseen impacts, which neither party could have contemplated at the onset of the contract and have an unconscionable impact on the CONTRACTOR may be given special pricing consideration. The parties, in good faith, shall review established rates and may adopt any mutually agreed new rates, which shall only be effective as agreed upon by the parties. Thorough documentation including all cost elements is required to support the Contractor's claim to any relief under this clause.

28. COMPLIANCE WITH LOBBYING POLICIES

A. CONTRACTOR agrees that if it is a Lobbyist Employer or if it has retained a Lobbying Firm or Lobbyist, as such terms are defined by OMNITRANS in its Ethics Policy, it shall comply or ensure that its Lobbying Firm and Lobbyist complies with OMNITRANS' Ethics Policy.

B. If CONTRACTOR (Lobbyist Employer) or its Lobbying Firm or Lobbyist fails to comply, in whole or in part, with OMNITRANS' Ethics Policy, such failure shall be considered a material breach of this Agreement and OMNITRANS shall have the right to immediately terminate or suspend this Agreement.

29. PUBLIC RECORDS ACT

A. All records, documents, drawings, plans, specifications and other material relating to conduct of OMNITRANS' business, including materials submitted by CONTRACTOR in its proposal and during the course of performing the Work under this Agreement, shall become the exclusive

property of OMNITRANS and may be deemed public records. Said materials may be subject to the provisions of the California Public Records Act. OMNITRANS' use and disclosure of its records are governed by this Act.

B. OMNITRANS will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of trade secret, confidential or proprietary. OMNITRANS will accept materials clearly and prominently labeled "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY" as determined by CONTRACTOR. OMNITRANS will endeavor to notify CONTRACTOR of any request of the disclosure of such materials. Under no circumstances, however, will OMNITRANS be liable or responsible for the disclosure of any labeled materials whether the disclosure is required by law or a court order or occurs through inadvertence, mistake or negligence on the part of OMNITRANS or its officers, employees and/or contractors.

C. In the event of litigation concerning the disclosure of any material submitted by CONTRACTOR, OMNITRANS' sole involvement will be as a stake holder, retaining the material until otherwise ordered by a court. CONTRACTOR, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the materials, and shall defend, indemnify and hold OMNITRANS harmless from all costs and expenses, including attorneys' fees, in connection with such action.

30. WAIVER/INVALIDITY

No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of the provision, or of any other breach of the provision of the Agreement. Failure of either party to enforce any provision of this Agreement at any time shall not be construed as a waiver of that provision.

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

31. FORCE MAJEURE

Performance of each and all CONTRACTOR's and OMNITRANS' covenants herein shall be subject to such delays as may occur without CONTRACTOR's or OMNITRANS' fault from acts of God, strikes, riots, or from other similar causes beyond CONTRACTOR's or OMNITRANS' control.

32. CONFIDENTIALITY

CONTRACTOR agrees that for and during the entire term of this Agreement, any information, data, figures, records, findings and the like received or generated by CONTRACTOR in the performance of this Agreement, shall be considered and

kept as the private and privileged records of OMNITRANS and will not be divulged to any person, firm, corporation, or other entity except on the direct prior written authorization of OMNITRANS. Further, upon expiration or termination of this Agreement for any reason, CONTRACTOR agrees that it will continue to treat as private and privileged any information, data, figures, records, findings and the like, and will not release any such information to any person, firm, corporation or other entity, either by statement, deposition, or as a witness, except upon direct prior written authority of OMNITRANS.

33. CONTRACTOR'S INTERACTION WITH THE MEDIA AND THE PUBLIC

A. OMNITRANS shall review and approve in writing all OMNITRANS related copy proposed to be used by CONTRACTOR for advertising or public relations purposes prior to publication. CONTRACTOR shall not allow OMNITRANS related copy to be published in its advertisements and public relations programs prior to receiving such approval. CONTRACTOR shall ensure that all published information is factual and that it does not in any way imply that OMNITRANS endorses CONTRACTOR's firm, service, and/or product.

B. CONTRACTOR shall refer all inquiries from the news media to OMNITRANS, and shall comply with the procedures of OMNITRANS' Public Affairs staff regarding statements to the media relating to this Agreement or the Work.

C. If CONTRACTOR receives a complaint from a citizen or the community, CONTRACTOR shall inform OMNITRANS as soon as possible and inform OMNITRANS of any action taken to alleviate the situation.

D. The provisions of this Article shall survive the termination or expiration of this Agreement.

34. GOVERNING LAW

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California, and the proper venue of any action brought hereunder is and shall be the County of San Bernardino, California.

35. MODIFICATIONS TO AGREEMENT

Unless specified otherwise in the Agreement, this Agreement may only be modified by written mutual consent evidenced by signatures of representatives authorized to enter into and modify the Agreement. In order to be effective, amendments may require prior approval by OMNITRANS' Board of Directors, and in all instances require prior signature of an authorized representative of OMNITRANS.

36. LICENSING, PERMITS AND INSPECTION COSTS

A. The CONTRACTOR warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, and the County of San Bernardino, the Local Jurisdictions, and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of the Agreement. Further, FIRM warrants that its employees, agents, and contractors and subcontractors shall conduct themselves in compliance with such laws and licensure requirements including, without limitation, compliance with laws applicable to nondiscrimination, sexual harassment and ethical behavior throughout the duration of this Agreement. CONTRACTOR further warrants that it shall not retain or employ an unlicensed subcontractor to perform work on this Project. CONTRACTOR shall notify OMNITRANS immediately and in writing of its employees', agents', contractors' or subcontractors' inability to obtain or maintain, irrespective of the pendency of any appeal, any such licenses, permits, approvals, certificates, waivers, exemptions. Such inability shall be cause for termination of this Agreement.

B. CONTRACTOR shall procure all permits and licenses; pay all charges, assessments and fees, as may be required by the ordinances and regulations of the public agencies having jurisdiction over the areas in which the work is located, and shall comply with all the terms and conditions thereof and with all lawful orders and regulations of each such public agency relating to construction operations under the jurisdiction of such agency.

37. PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, and any and all of its Amendments, Appendices, Exhibits and Attachments; (2) provisions of IFB-MNT18-06 and any and all of its Addenda, Appendices, Exhibits and Attachments; and (3) CONTRACTOR's bid dated May 23, 2017.

38. ENTIRE AGREEMENT

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between OMNITRANS and CONTRACTOR and supersedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date shown below, and effective on the date first hereinabove written.

OMNITRANS	CONTRACTOR Company name: H&H Auto Parts Wholesale
P. Scott Graham CEO/General Manager	Name: Jim Holmquist Title: President
Date	May 23, 2017 Date

Federal Tax I.D. No. 95-4051321

DP

CM

Attachment C - Unit Pricing
MNT18-06H

Iten Num	Item Code	Description	Unit Price
8	37515	FILTER KIT ;GENUINE ALLISON ONLY B3/4/5	$28.06
11	218514	FILTER,SR1677 ENG. AIR INTAKE PRIMARY	$33.54
12	218516	FILTER,SR1677 AIR INTAKE SECONDARY	$21.49
13	221378	CLEANER, AIR PRIMARY SR2029	$28.63
14	221380	CLEANER, AIR SECONDARY SR2029	$18.07

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WARRANTY CLAIM PROCEDURE (REQUIRED)

Submit this form with the BID, failure to do so is grounds for disqualification.

Please provide an explanation of the Warranty Claim Procedure for exchange, replacement and reimbursement of repair costs. You may use the space below to explain or you may attach a copy of written procedures to this packet. Any attachment must be clearly marked as "Warranty Claim Procedure" to be considered responsive.

All products sold to Omnitrans on this contract will follow the same warranty procedure.

1. Retain Suspected defective part and any associated component or fluid.
2. Contact H&H to begin a Field Product Report.
3. Prepare vehicle information including year, make , model, VIN#, mileage at installation, mileage at failure, description of failure.
4. H&H or manufacturers representative will collect product and information for diagnosis.
5. Product failure may be replaced or exchanged.
6. Product failure with labor claim will be processed and approved by the manufacturer.

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CURRENT CLIENT REFERENCES. MINIMUM OF FIVE (5) REQUIRED

Submit this form with the BID/Proposal, with valid contact information, failure to do so is grounds for disqualification.

Company	Los Angeles Unified School District
Address	333 South Beaudry Ave
City, ST, Zip	Los Angeles, CA 90054
Phone Numbers/Email	323-342-1436
Contact Name/Title	Matt Webb, Supervising Fleet Parts storekeeper
Type of Engagement	Bus Parts, batteries, filters, misc.
Company	Los Angeles Department of Water and Power
Address	111 North Hope Street, Room 1114
City, ST, Zip	Los Angeles, CA 90012
Phone Numbers/Email	818-771-4932
Contact Name/Title	Kory Peterson, Principal Storekeeper
Type of Engagement	General Motors Parts, Batteries, Misc parts
Company	Los Angeles Metropolitan Transportation Authority
Address	470 Bauchet Street
City, ST, Zip	Los Angeles, CA 90012
Phone Numbers/Email	213-922-4360
Contact Name/Title	Tanya Allen, Procurement Planning Administrator
Type of Engagement	Bus Parts, filters, starters
Company	City of Long Beach
Address	2600 Temple Ave
City, ST, Zip	Long Beach, CA 90806
Phone Numbers/Email	562-570-5419
Contact Name/Title	Frank Mcilvenny, Maintenance Director
Type of Engagement	Fleet parts, electrical, batteries, misc
Company	Omnitrans
Address	1700 West 5th Street
City, ST, Zip	San Bernardino, CA 92411
Phone Numbers/Email	909-379-7122
Contact Name/Title	Christine Van Matre, Contract Administrator
Type of Engagement	Bus Batteries, filters

Bidder's/Proposer's Company Name	Jim Holmquist, H&H Auto Parts Wholesale
Legal Structure (corp./partner/proprietor)	California Corporation
Principle Office Address	12860 Muscatine Street
City, ST, Zip	Arleta, CA 91331
Phone Number and E-Mail	818-771-0926, jim@hhparts.com
Federal Employer Identification Number	95-4051321
Title of Person Authorized to Sign	President
Print Name of Person Authorized to Sign	Jim Holmquist
Date Signed and Authorized Signature	5/18/17

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NOT ON EXCLUDED PARTIES LIST SYSTEM (REQUIRED)

Submit this form with the BID, failure to do so is grounds for disqualification.

The Bidder certifies that it is NOT on the Excluded Parties List System of ineligible firms for federally financed and assisted construction, materials, equipment contracts or services.

Bidder's Company Name	H&H Auto Parts Wholesale
Legal Structure (corp./partner/proprietor)	California Corporation
Principle Office Address	12860 Muscatine Street
City, ST, Zip	Arleta, CA 91331
Phone Number	818-771-0926
Fax Number	818-771-0464
E-Mail	jim@hhparts.com
Federal Employer Identification Number	95-4051321
Title of Person Authorized to Sign	President
Print Name of Person Authorized to Sign	Jim Holmquist
Date Signed and Authorized Signature	5/18/17

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DECLARATION OF NON-COLLUSION (REQUIRED)

Submit this form with the BID, failure to do so is grounds for disqualification.

I hereby declare (or affirm) under penalty of perjury that:

1. I am the bidder (if the bidder is an individual), a partner in the bid (if the bidder is a partnership), or an officer or employee of the bidding corporation and have authority to sign on its behalf (if the bidder is a corporation);
2. The bidder has independently produced the attached bid(s) without collusion, agreement, understanding or planned common course of action, with any other source, that would limit independent bidding competition;
3. The contents of the bid(s) have not been communicated by the bidder and or its employees and or agents to any person not an employee and or agent of the bidder and or its surety, on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid, and
4. I have fully informed myself regarding the accuracy of the statements made in this declaration.

Bidder's Company Name	H&H Auto Parts Wholesale
(corp./partnership/sole proprietor)	California Corporation
Principle Office Address	12860 Muscatine Street
City, ST, Zip	Arleta, CA 91331
Phone Number	818-771-0926
Fax Number	818-771-0464
E-mail Number	jim@hhparts.com
Federal Employer I.D. Number	95-4051321
Title of Person Authorized to Sign	President
Print Name Authorized to Sign	Jim Holmquist
Authorized Signature	
Date Signed	5/18/17

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DEBARMENT, SUSPENSION, & OTHER RESPONSIBILITY MATTERS (REQUIRED >$25,000)

Submit this form with BID, failure to do so is grounds for disqualification.

One (1) form required of each bidder and subcontractor having greater than a $25,000 share of the bid. U.S. Code, Title 31, § 6101 note and U.S. DOT regulations on "Debarment and Suspension," 49 C.F.R. Part 29.

The Participant (the bidder and potential contractor or potential subcontractor for a third party contract) certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

An explanation must be attached to this certification regarding any exception(s).

The Primary Participant certifies that it has authority under State and local laws to comply with the subject assurances, the truthfulness and accuracy of the contents of this certification, any attached explanation submitted herewith, understands the applicability of 31 U.S.C. Sections 3801 *Et. Seq.* and that this certification has been legally made.

Bidder's Company Name	H&H Auto Parts Wholesale
Legal Structure (corp./partner/proprietor)	California Corporation
Select One	[X] Prime or [ ] Subcontractor (submit after award)
Principle Office Address	12860 Muscatine Street
City, ST, Zip	Arleta, Ca 91331
Phone Number	818-771-0926
Fax Number	818-771-0464
E-Mail	jim@hhparts.com
Federal Employer Identification Number	95-4051321
Title of Person Authorized to Sign	President
Print Name of Person Authorized to Sign	Jim Holmquist
Date Signed and Authorized Signature	5/18/17

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PROPOSED DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

This form must be submitted with the BID/Proposal,
to have it considered during BID/Proposal evaluation.
The bidder/proposer intends to utilize the following DBE contractors on this project.
Signature of participating DBE is confirmation of willingness to participate on this project.

Does not apply to H&H Auto Parts Wholesale

Company _____
Address _____
City, ST, Zip _____
Phone Number _____
Email _____
Contact Name _____
Type of work to be performed _____
Dollar value of participation _____
Signature of participating DBE _____

Company _____
Address _____
City, ST, Zip _____
Phone Number _____
Email _____
Contact Name _____
Type of work to be performed _____
Dollar value of participation _____
Signature of participating DBE _____

Company _____
Address _____
City, ST, Zip _____
Phone Number _____
Email _____
Contact Name _____
Type of work to be performed _____
Dollar value of participation _____
Signature of participating DBE _____

Company _____
Address _____
City, ST, Zip _____
Phone Number _____
Email _____
Contact Name _____
Type of work to be performed _____
Dollar value of participation _____
Signature of participating DBE _____

(DUPLICATE THIS FORM AS REQUIRED)

Rev. 11222016

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RESTRICTIONS ON LOBBYING (REQUIRED >$100,000)

Submit this form before final contract award, failure to do so is grounds for disqualification.

One form required of bidder and subcontractor having greater than a $100,000 share of the bid. 31 U.S.C., § 1352 and U.S. DOT regulations on "New Restrictions on Lobbying," 49 C.F.R. Part 20.

Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operation Service Contract/Turnkey contracts.

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all tiers shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, as signed below, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Bidder's Company Name	H+H Auto Parts Wholesale
Legal Structure (corp./partner/proprietor)	California Corporation
Select One	☒ Prime or ☐ Subcontractor (submit after award)
Principle Office Address	12860 Mercantile Street
City, ST, Zip	Arleta CA 91331
Phone Number	818 771 0926
Fax Number	818 771 0464
E-Mail	Jim@hhparts.com
Federal Employer Identification Number	95-4051321
Title of Person Authorized to Sign	President
Print Name of Person Authorized to Sign	Jim Holmquist
Date Signed and Authorized Signature	5/23/17

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LIST OF SUBCONTRACTORS AND *DBES* (REQUIRED >½ OF 1% SHARE OF BID)

Submit this form with the BID/Proposal, failure to do so is grounds for disqualification.

One (1) form required of each bidder and proposed subcontractor having greater than ½ of 1% share of the bid. Government Code § 4100 on, "Subletting and Subcontract Fair Practices Act".

Company	H&H Auto Parts Wholesale
Address	12860 Muscatine Street
City, ST, Zip	Arleta, CA 91331
Phone Numbers/Email	818-771-0926, jim@hhparts.com
Contact Name/Title	Jim Holmquist, President
Type of Engagement	Bidder
Type of work to be performed	Bus Filter Distribution
Dollar value of participation	$49,600.00 DBE qualified? Yes ☐ No ☒

Company	
Address	
City, ST, Zip	
Phone Number	
Contact Name/Title	
Type of Engagement	
Type of work to be performed	
Dollar value of participation	DBE qualified? Yes ☐ No ☐

Company	
Address	
City, ST, Zip	
Phone Number	
Contact Name/Title	
Type of Engagement	
Type of work to be performed	
Dollar value of participation	DBE qualified? Yes ☐ No ☐

Total DBE participation	Dollars	% of Total Contract

Bidder's/Proposer's Company Name	H&H Auto Parts Wholesale
Legal Structure (corp./partner/proprietor)	California Corporation
Principle Office Address	12860 Muscatine Street
City, ST, Zip	Arleta, CA 91331
Phone Number and E-Mail	818-771-0926, jim@hhparts.com
Federal Employer Identification Number	95-4051321
Title of Person Authorized to Sign	President
Print Name of Person Authorized to Sign	Jim Holmquist
Date Signed and Authorized Signature	5/18/17

DUPLICATE THIS FORM AS NECESSARY TO COMPLETE LIST (SIGN LAST ONE)

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STATUS OF PAST AND PRESENT CONTRACTS FORM (REQUIRED)

Submit this form with the PROPOSAL, failure to do so is grounds for disqualification.

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

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

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

Project city/agency/other: N/A

Contact Name: _____ Phone: _____

Project Award Date: _____ Original Contract Value: _____

Term of Contract: _____

(1) Litigation, claims, settlements, arbitrations, or investigations associated with contract:

(2) Summary and Status of contract:

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(3) Summary and Status of action identified in (1):

(4) Reason for termination, if applicable:

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

Proposer's Company Name	H+H Auto Parts Wholesale
Legal Structure (corp./partner/proprietor)	California Corporation
Principle Office Address	12860 Moxie Line Street
City, ST, Zip	Arleta CA 91331
Phone Number	818 771 0926
Fax Number	818 771 0964
E-Mail	Jim@hhparts.com
Federal Employer Identification Number	95-4051321
Title of Person Authorized to Sign	Pres.
Print Name of Person Authorized to Sign	Jim Holmquist
Date Signed and Authorized Signature	5/22/17

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CONTRACT AGREEMENT

between

CONTRACTOR Elliott Auto Supply Co. dba Factory Motor Parts 1380 Corporate Center Curve, Suite 200 Eagan, MN 55121 (hereinafter "CONTRACTOR") Telephone: 951-818-7857 Email: m.hayden@fmpco.com	**CONTRACT DOCUMENTS** **CONTRACT NO. MNT18-06-I** **BUS FILTERS**
And	Contract Amount: $33,000
Omnitrans 1700 West Fifth Street San Bernardino, CA 92411 (hereinafter "OMNITRANS")	Omnitrans Project Manager: Name: Rick Barone Title: Materials Manager Telephone: (909) 379-7204 Email: rick.barone@omnitrans.org Contract Administrator: Name: Christine Van Matre Title: Contract Administrator Telephone: (909) 379-7122 Email: christine.vanmatre@omnitrans.org



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ATTACHMENT A – SCOPE OF WORK

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This Agreement is made and entered into as of this ___ day of _____, and between Omnitrans (hereinafter referred to as "OMNITRANS") and Elliott Auto Supply Co. dba Factory Motor Parts (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, OMNITRANS is a joint powers authority organized under Section 6500 et seq. of the California Government Code with power to contract for services described in Attachment A to this Agreement entitled "Attachment A, Scope of Work" (hereinafter referred to as "Work");

WHEREAS, CONTRACTOR has indicated it is qualified to perform such services and (1) has reviewed all the available data furnished by OMNITRANS pertinent to the Work to be rendered; (2) has inspected and reviewed the Work to be rendered; (3) will exercise the ordinary care and skill expected of a practitioner in its profession; and (4) is willing to accept responsibility of performing the Work set forth in this Agreement for the compensation and in accordance with the terms, requirements and conditions herein specified;

NOW, THEREFORE, for the consideration hereinafter stated, the parties agree as follows:

1. SCOPE OF WORK

A. CONTRACTOR will perform the Work and related tasks as described in Attachment A, Scope of Work hereto and is incorporated by reference into and made a part of this Agreement.

B. This is a non-exclusive Agreement, whereby OMNITRANS may, at its sole discretion, augment or supplant the Work with its own forces or forces of another contractor or entity. CONTRACTOR will cooperate fully with OMNITRANS' staff or other contractor or entity that may be providing similar or the same Work for OMNITRANS.

2. PERIOD OF PERFORMANCE

The term of this Agreement shall be from the date of execution of this Agreement and continue in effect through _____, unless terminated as specified in Section 10 and 11 of this Agreement. Omnitrans has no obligation to purchase any specified amount of products/services. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

Omnitrans' election to extend the Agreement beyond the Initial Term shall not diminish its right to terminate the Agreement for Omnitrans' convenience or CONTRACTORS default as provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period extended from through _____, which period encompasses the Initial Term and the Option Year One and Option Year Two.

3. CONTRACT OPTIONS

A. Omnitrans will have the unilateral right in the contract by which, for a specified time, Omnitrans may elect to purchase additional services called for by the contract, or may elect to extend the term of the contract. The requirements below apply:

1) Any options that were requested by Omnitrans and/or contained in the Contractor's PROPOSAL or offer must have been evaluated in making the contract award prior to exercising any such options.

2) Since Contractor's proposed pricing for the option years and additional services are considered in evaluating the Contractor's original proposal and form the basis for awarding the contract, Contractor shall be bound by the proposal pricing for additional services and/or option years, unless otherwise provided herein.

B. Omnitrans will provide a minimum of thirty days (30) written notice to the Contractor of Omnitrans' exercise of its option to extend the contract years. Omnitrans may give notice of its exercise of the option for additional services at any time during the term of the contract. The minimum time for the written notice may be waived by mutual agreement.

4. COMPENSATION

A. For CONTRACTOR's full and complete performance of its obligations under this Agreement, OMNITRANS shall pay CONTRACTOR on a FIXED PRICE basis at the fully burdened fixed rates shown in Attachment C, and subject to the maximum cumulative payment obligation.

B. OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed Thirty-Three Thousand Dollars ($33,000), including all amounts payable to CONTRACTOR for all costs, including but not limited to direct labor, other direct costs, subcontracts, indirect costs including, but not limited to, leases, materials, taxes, insurance, and profit.

C. If during the course of the contract Omnitrans requires different parts other than those covered by this contract, pricing for such parts will be negotiated separately.

D. Contractor shall hold pricing firm for the duration of the three year base contract term. On an annual basis thereafter, Contractor may submit a request for a price adjustment based on Consumer Price Index and must provide justification with the request.

5. INVOICING AND PAYMENT

A. CONTRACTOR shall invoice OMNITRANS on a monthly basis no later than the 15th of each month. CONTRACTOR shall furnish information as may be requested by OMNITRANS to substantiate the validity of an invoice.

CONTRACTOR shall submit invoices in duplicate to:

OMNITRANS
1700 West Fifth Street
San Bernardino, CA 92411
Attn: Accounts Payable

Accountspayable@omnitrans.org

Contracts@omnitrans.org

A separate invoice shall be used for each shipment. Each invoice shall include, at minimum, the following information:

- Contract number
- Invoice number
- Description of delivery
- Delivery Date
- Total quantity delivered
- Information as requested by OMNITRANS

B. OMNITRANS shall remit payment within thirty (30) calendar days of approval of the invoices by OMNITRANS' Project Manager.

In the event OMNITRANS should overpay CONTRACTOR, such overpayment shall not be construed as a waiver of OMNITRANS' right to obtain reimbursement for the overpayment. Upon discovering any overpayment, either on its own or upon notice of OMNITRANS, CONTRACTOR shall immediately reimburse OMNITRANS the entire overpayment or, at its sole discretion, OMNITRANS may deduct such overpayment amount from monies due to CONTRACTOR under this Agreement or any other Agreement between OMNITRANS and CONTRACTOR.

C. TITLE

a. Title shall pass to Omnitrans at the time of payment.

b. The title transferred as above shall in each case be good, and free and clear from any and all security interests, liens, and/or other encumbrances.

c. The transfer of title as specified above shall not imply Acceptance by Omnitrans, nor relieve the Contractor from the responsibility for strict compliance with the Contract, including warranty as specified in the Article entitled Warranty of Work, and for any loss of or damage to the Work.

d. The Contractor at its own expense shall promptly execute, acknowledge, and deliver to the Omnitrans proper bills of sale or other written instruments of title in a form as required by Omnitrans; said instruments shall convey to the Omnitrans' title free and clear of debts, claims, liens, mortgages, taxes, and/or encumbrances.

e. Contractor shall have title to and bear the risk of any loss of or damage to Work purchased hereunder until they are delivered, unloaded, and received by Omnitrans at the FOB Destination specified herein. Contractor's responsibility for loss or damage except for loss or damage resulting from Contractor's negligence, shall cease when title passes to Omnitrans.

6. AUDIT AND INSPECTION OF RECORDS

CONTRACTOR agrees that OMNITRANS or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, employment records or other records relating to this Agreement. Such material, including all pertinent cost, accounting, financial records, and proprietary data must be kept and maintained by CONTRACTOR for a period of three (3) years after completion of this Agreement unless OMNITRANS' written permission is given to CONTRACTOR to dispose of material prior to this time.

7. NOTIFICATION

All notices hereunder concerning this Agreement and the Work to be performed shall be physically transmitted by courier, overnight, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To OMNITRANS:	To CONTRACTOR:
Omnitrans 1700 West Fifth Street San Bernardino, CA 92411 Attn: Christine Van Matre Contract Administrator	Elliott Auto Supply Co., Inc. dba Factory Motor Parts 1380 Corporate Center Curve, Suite 200 Eagan, MN 55121 Attn: Dana Carney Fleet Manager

8. OMNITRANS' AND CONTRACTOR'S REPRESENTATIVES

A. OMNITRANS' Project Manager

Contracting Officer: OMNITRANS' CEO/General Manager or his authorized designee who has authority to execute contracts on behalf of OMNITRANS.

Project Manager: Rick Barone, Materials Manager.

a. Except as expressly specified in this Agreement, the Contracting Officer may exercise any powers, rights and/or privileges that have been lawfully delegated by OMNITRANS. Nothing in this Agreement should be construed to bind OMNITRANS for acts of its officers, employees, and/or agents that exceed the delegation of authority specified herein.

b. The Contracting Officer has delegated to the Project Manager certain powers and duties in connection with this Agreement. The Project Manager is the authorized representative of the Contracting Officer for matters related to this Agreement. The Project Manager or his/her designee is empowered to:

1. Have general oversight of the Work and this Agreement, including the power to enforce compliance with this Agreement.

2. Reserve the right to remove any portion of the Work from CONTRACTOR which have not been performed to OMNITRANS' satisfaction.

3. Subject to the review and acceptance by OMNITRANS, negotiate with CONTRACTOR all adjustments pertaining to this Agreement for revision.

c. In addition to the foregoing, the Project Manager shall have those rights and powers expressly set forth in other sections of this Agreement.

B. **Contractor's Key Personnel**

The following are CONTRACTOR's key personnel and their associated roles in the Work to be provided:

Name	Role
Dana Carney	Fleet Manager
Michael Hayden (951) 818-7857	Fleet Manager (local)
Lloyd Ramos	Clerk
Order Desk (714) 778-5000	

Any propose/substitution or replacement by Contractor of Contractor's key personnel shall ensure that such person possesses the same or better expertise and experience than the key personnel being substituted or replaced. Omnitrans reserves the right to interview such person to ascertain and verify if such proposed substitution or replacement does in deed possess such expertise and experience.

OMNITRANS awarded this Agreement to CONTRACTOR based on OMNITRANS' confidence and reliance on the expertise of CONTRACTOR's key personnel described above. CONTRACTOR shall not reassign key personnel or assign other personnel to key personnel roles until CONTRACTOR obtains prior written approval from OMNITRANS.

9. DISPUTE RESOLUTION

Any disputes between the successful CONTRACTOR and OMNITRANS relating to the implementation or administration of the Contract shall be resolved in accordance with this section.

A. The parties shall first attempt to resolve the dispute informally in meetings or communications between proposer and OMNITRANS.

B. If the dispute remains unresolved fifteen (15) days after it first arises, proposer may request that Omnitrans' CEO/General Manager issue a recommended decision on the matter in dispute. Omnitrans' CEO/General Manager shall issue the recommended decision in writing and provide a copy to proposer.

C. If the dispute remains unresolved after review by Omnitrans' CEO/General Manager, either party may seek judicial resolution of the dispute in an appropriate Court of the State of California.

D. Pending final resolution of a dispute under this section, proposer shall proceed diligently with performance in accordance with the Contract and Omnitrans' CEO/General Manager's recommended decision.

10. TERMINATION FOR CONVENIENCE

OMNITRANS may terminate this Agreement in whole or in part for OMNITRANS' convenience. Omnitrans' CEO/General Manager shall terminate this Agreement by a written Notice of Termination to CONTRACTOR specifying the nature, extent, and effective date of the termination. Upon receipt of the notice of termination, CONTRACTOR shall immediately discontinue all Work affected and deliver all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process, to Omnitrans' CEO/General Manager. OMNITRANS shall make an equitable adjustment in the Agreement for Work already performed, but shall not allow anticipated profit on unperformed services. Force Majeure shall apply.

11. TERMINATION FOR BREACH OF AGREEMENT

A. If CONTRACTOR fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger timely performance of this Agreement, OMNITRANS may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to OMNITRANS within the time permitted by OMNITRANS, then OMNITRANS may terminate this Agreement due to CONTRACTOR's breach of this Agreement.

B. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then OMNITRANS may immediately terminate this Agreement.

C. If CONTRACTOR violates Section 28, Compliance with Lobbying Policies, of this Agreement, then OMNITRANS may immediately terminate this Agreement.

D. In the event OMNITRANS terminates this Agreement as provided in this Section, OMNITRANS may procure, upon such terms and in such manner as OMNITRANS may deem appropriate, Work similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to OMNITRANS for all of its costs and damages, including, but not limited, any excess costs for such Work.

E. All finished or unfinished documents and materials produced or procured under this Agreement shall become OMNITRANS' property upon date of such termination.

F. If, after notice of termination of this Agreement under the provisions of this Section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 10, Termination for Convenience.

G. The rights and remedies of OMNITRANS provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

12. ASSIGNMENT

This Agreement, any interest herein or claim hereunder, may not be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONTRACTOR, without the prior written consent of OMNITRANS. Consent by OMNITRANS shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

13. SUBCONTRACTING

OMNITRANS hereby consents to CONTRACTOR's subcontracting of portions of the Work to the parties identified below for the functions described in CONTRACTOR's proposal. CONTRACTOR shall include in each subcontract agreement the stipulation that CONTRACTOR, not OMNITRANS, is solely responsible for payment to the subcontractor for all amounts owing and that the subcontractor shall have no claim, and shall take no action against OMNITRANS, Member Agencies or officers, directors, employees or sureties thereof for nonpayment by CONTRACTOR.

CONTRACTOR shall not, without the express written consent of Omnitrans, either:

a. Substitute any person, firm, or corporation as subcontractor in place of the subcontractors identified below; or

b. Permit any subcontract to be assigned or transferred; or

c. Allow work to be performed by anyone other than the original subcontractor listed below.

Subcontractor's Name and Address	Work to Be Performed
N/A	

14. INDEPENDENT CONTRACTOR

CONTRACTOR's relationship to OMNITRANS in the performance of this Agreement is that of an independent Contractor. CONTRACTOR's personnel performing Work under this Agreement shall at all times be under CONTRACTOR's exclusive direction and control and shall be employees of CONTRACTOR and not employees of OMNITRANS. CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

15. INSURANCE

A. INSURANCE REQUIREMENTS

1) **General Requirements for Contractor**

a. Without limiting or diminishing the Contractor's obligation to indemnify or hold Omnitrans harmless, Contractor shall procure, prior to commencement of the services required under this contract and maintain for the duration of the contract at its own expense, insurance of the kinds and in the amounts as indicated below;

b. Provide Omnitrans with valid original certificates of insurance and endorsements showing Omnitrans as an additional insured.

2) **Deductibles or Self-Insured Retention (SIR)**

SIR must be declared to and approved by Omnitrans. At the option of Omnitrans, either: the insurer shall reduce or eliminate such deductibles or SIR or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

3) **Other Insurance Provisions**

a. Commercial General Liability and Automobile Liability

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and

completed operations liability, personal and advertising injury covering claims which may arise from or out of Contractor's performance of its obligations hereunder and if Contractor's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used. Policy shall name Omnitrans, its officers, officials, employees, agents and volunteers as additional insured as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations of the scope of protection afforded Omnitrans, its officers, officials, employees, agents, and volunteers.

1. For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects Omnitrans, its officers, officials, employees, agents, and volunteers. Any insurance and/or deductibles and/or self-insured retentions or self-insured programs maintained by Omnitrans, its officers, officials, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not be construed as contributory.
2. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Omnitrans.

b. Workers' Compensation

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of Omnitrans and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

c. **Care, Custody, and Control**

Contractor shall insure any Omnitrans property while under its Care, Custody, and Control according to the requirements listed in the insurance coverage required.

4) **Acceptability of Insurers**

Insurance companies shall be State of California admitted or approved and have a current **A.M. Best's** rating of no less than **A:VIII.**

5) **Verification of Coverage**

a. Contractor shall furnish Omnitrans with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All insurance certificates and endorsements are to be received and approved by Omnitrans before work commences.

b. As an alternative, Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

c. In lieu of purchasing insurance and providing original endorsements and or certificates of insurance, the Contractor may provide proof of self-insurance; such proof must be to the satisfaction of Omnitrans.

6) **Subcontractors**

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

7) **Notification of Terminated Insurance**

Insurance shall not be terminated or expire without thirty (30) days written notice, and are required to be maintained in force until completion of the contract.

B. **MINIMUM INSURANCE COVERAGE**

If the Contractor maintains broader coverage and/or higher limits than the minimum requirements shown below, Omnitrans requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

1) ☒ **Commercial General Liability including Products/Completed Operations:** $1,000,000; per occurrence for bodily and property

damage liability and $2,000,000 aggregate; *Omnitrans named and endorsed as an Additional Insured.*

2) ☒ **Automobile Liability:** $1,000,000; per occurrence for bodily and property damage liability and aggregate; *Omnitrans named and endorsed as an Additional Insured.*

3) ☐ **Errors and Omissions Liability:** $1,000,000; combined single limit bodily and property damage liability per occurrence and $ 3,000,000 aggregate or,

4) ☐ **Professional Liability:** $1,000,000; per occurrence and aggregate.

5) ☒ **Workers' Compensation:** statutory limits or,

6) ☐ **Self Insurance Program:** a State Approved program in an amount and form that meets all applicable requirements of the Labor Code of the State of California.

7) ☒ **Employer's Liability**: $1,000,000; per occurrence.

8) ☐ **Environmental Liability:** $1,000,000; per occurrence and aggregate; *Omnitrans named and endorsed as an Additional Insured.*

9) ☐ **Umbrella Policy:** $4,000,000; per occurrence and aggregate Additional coverage for the above policies, *Omnitrans Additional Insured.*

10) ☐ All drivers making deliveries of products specified on this solicitation shall have Hazardous Materials Endorsements on their Commercial Driver's License, and such other Endorsements as may be required by relevant laws and/or regulations.

16. INDEMNITY

CONTRACTOR shall indemnify, defend and hold harmless OMNITRANS, and its member agencies, and their officers, directors, employees and agents from and against any and all liability, expense (including, but not limited to, defense costs and attorneys' fees), claims, causes of action, and lawsuits for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage (including property of CONTRACTOR) arising from or connected with any alleged act and/or omission of CONTRACTOR, its officers, directors, employees, agents, Subcontractors or suppliers. This indemnity shall survive termination or expiration of this Agreement and/or final payment thereunder.

17. REVISIONS IN SCOPE OF WORK

By written notice or order, OMNITRANS may, from time to time, order work suspension or make changes to this Agreement. Changes in the Work shall be

mutually agreed to and incorporated into an amendment to this Agreement. Upon execution of an amendment, CONTRACTOR shall perform the Work, as amended.

18. RIGHTS IN TECHNICAL DATA

A. No material or technical data prepared by CONTRACTOR under this Agreement is to be released by CONTRACTOR to any other person or entity except as necessary for the performance of the Work. All press releases or information concerning the Work that might appear in any publication or dissemination, including but not limited to, newspapers, magazines, and electronic media, shall first be authorized in writing by OMNITRANS.

B. The originals of all letters, documents, reports and other products and data produced under this Agreement shall become the property of OMNITRANS without restriction or limitation on their use and shall be made available upon request to OMNITRANS at any time. Original copies of such shall be delivered to OMNITRANS upon completion of the Work or termination of the Work. CONTRACTOR shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the prior written approval of OMNITRANS. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

19. OWNERSHIP OF REPORTS AND DOCUMENTS

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

20. OWNERSHIP RIGHTS

A. In the event OMNITRANS rightfully obtains copies of Proprietary Data under the terms of the separate License Agreement and Escrow Agreement that govern rights in Documentation, Software and Intellectual Property created and/or developed by Contractor, its Third Party Software Contractors and its Suppliers as part of the Project, any derivative works and associated documentation created by or on behalf of OMNITRANS by Permitted Programmers (as defined in the License Agreement) shall be the sole and exclusive property of OMNITRANS (collectively, "OMNITRANS Intellectual Property"), and OMNITRANS may use, disclose and exercise dominion and full rights of ownership, in any manner in

OMNITRANS Intellectual Property in connection with the use, operation and maintenance of a transportation system administered by OMNITRANS. No use of OMNITRANS Intellectual Property shall be made for any purpose other than in conjunction with a transportation system administered by CONTRACTOR, and OMNITRANS shall not sell, lease, rent, give away or otherwise disclose any OMNITRANS Intellectual Property to any outside third party other than Permitted Programmers. To the extent there may be any question of rights of ownership or use in any OMNITRANS Intellectual Property, Contractor shall require all of its subcontractors and suppliers (including without limitation its Third Party Software Contractors) to assign to OMNITRANS, all worldwide right, title and interest in and to all OMNITRANS Intellectual Property in a manner consistent with the foregoing terms of this paragraph. Contractor shall execute any documents as OMNITRANS may from time to time reasonably request to effectuate the terms of this paragraph.

B. All documentation and Software which predates this Contract and which otherwise owned by Contractor or its Third Party Software Contractors, and all Documentation and Software which is created by Contractor or its Third Party Software Contractors shall be Licensed Software or Licensed Documentation, as appropriate. All Licensed Software and Licensed Documentation shall be governed by the License Agreement by and between the parties of event date herewith.

21. WORK FOR HIRE

Any work created or produced as a part of this Agreement that may be defined under Section 101, Title 17, USC will be considered "work for hire" as it pertains to ownership rights. CONTRACTOR, by his/her endorsement hereon agrees that all rights to any work(s) created or produced are waived, and that ownership rests with OMNITRANS. CONTRACTOR further agrees to ensure transfer of all rights to such work(s), as defined under federal copyright law, that may be created or produced under this Agreement by its suppliers, contractors or subcontractors.

22. SUBMITTAL OF CLAIMS BY CONTRACTOR

CONTRACTOR shall file any and all claims with OMNITRANS' Project Manager in writing within thirty (30) days of the event or occurrence giving rise to the claim. The claim shall be in sufficient detail to enable OMNITRANS to ascertain the claim's basis and amount, and shall describe the date, place and other pertinent circumstances of the event or occurrence giving rise to the claim and the indebtedness, obligation, injury, loss or damages allegedly incurred by CONTRACTOR.

Even though a claim may be filed and/or in review by OMNITRANS, CONTRACTOR shall continue to perform in accordance with this Agreement.

23. EQUAL OPPORTUNITY

CONTRACTOR shall not discriminate against, or grant preferential treatment to, any individual or group, or any employee or applicant for employment because of race, age, religion, color, ethnicity, sex, national origin, ancestry, physical disability, mental disability, political affiliation, sexual orientation, marital status or other status protected by law. CONTRACTOR shall take action to ensure that applicants and employees are treated without regard to the above.

24. STANDARD OF PERFORMANCE

A. CONTRACTOR shall perform and exercise, and require its subcontractors to perform and exercise due professional care and competence in the performance of the Work in accordance with the requirements of this Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, completeness and coordination of the Work, it being understood that OMNITRANS will be relying upon such professional quality, accuracy, completeness and coordination in utilizing the Work. The foregoing obligations and standards shall constitute the "Standard of Performance" for purposes of this Agreement. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

B. All workers shall have sufficient skill and experience to perform the Work assigned to them. OMNITRANS shall have the right, at its sole discretion, to require the immediate removal of CONTRACTOR's personnel at any level assigned to the performance of the Work at no additional fee or cost to OMNITRANS, if OMNITRANS considers such removal in its best interests and requests such removal in writing and such request is not done for illegal reasons. Further, an employee who is removed from performing Work under this Agreement under this Article shall not be re-assigned to perform Work in any other capacity under this Agreement without OMNITRANS' prior written approval.

25. NOTIFICATION OF EMPLOYMENT OF OMNITRANS BOARD MEMBERS/ALTERNATES AND EMPLOYEES

To ensure compliance with OMNITRANS' Ethics Policy, CONTRACTOR shall provide written notice to OMNITRANS disclosing the identity of any individual who CONTRACTOR desires to employ or retain under a contract, and who (1) presently serves as a Board Member/Alternate or an employee of OMNITRANS, or (2) served as a Board Member/Alternate or an employee of OMNITRANS within the previous 12 months of the date of the proposed employment or retention by CONTRACTOR. CONTRACTOR's written notice shall indicate whether the individual will be an officer, principal or shareholder of the entity and/or will participate in the performance of this Agreement.

26. DISQUALIFYING POLITICAL CONTRIBUTIONS

In the event of a proposed amendment to this Agreement, CONTRACTOR shall provide prior to the execution of such amendment, a written statement disclosing any contribution(s) of $250 or more made by CONTRACTOR or its subcontractor(s) to Omnitrans Board Members/Alternates or employees within the preceding twelve (12) months of the date of the proposed amendment. Applicable contributions include those made by any agent/person/entity on behalf of CONTRACTOR or subcontractor(s).

27. COMPLIANCE WITH LAW

A. CONTRACTOR shall familiarize itself with and perform the Work required under this Agreement in conformity with requirements and standards of OMNITRANS, municipal and public agencies, public and private utilities, special districts, and railroad agencies whose facilities and work may be affected by Work under this Agreement. CONTRACTOR shall also comply with all Federal, state and local laws and ordinances.

B. Government regulations that directly affect the CONTRACTOR'S performance of this contract and unforeseen impacts, which neither party could have contemplated at the onset of the contract and have an unconscionable impact on the CONTRACTOR may be given special pricing consideration. The parties, in good faith, shall review established rates and may adopt any mutually agreed new rates, which shall only be effective as agreed upon by the parties. Thorough documentation including all cost elements is required to support the Contractor's claim to any relief under this clause.

28. COMPLIANCE WITH LOBBYING POLICIES

A. CONTRACTOR agrees that if it is a Lobbyist Employer or if it has retained a Lobbying Firm or Lobbyist, as such terms are defined by OMNITRANS in its Ethics Policy, it shall comply or ensure that its Lobbying Firm and Lobbyist complies with OMNITRANS' Ethics Policy.

B. If CONTRACTOR (Lobbyist Employer) or its Lobbying Firm or Lobbyist fails to comply, in whole or in part, with OMNITRANS' Ethics Policy, such failure shall be considered a material breach of this Agreement and OMNITRANS shall have the right to immediately terminate or suspend this Agreement.

29. PUBLIC RECORDS ACT

A. All records, documents, drawings, plans, specifications and other material relating to conduct of OMNITRANS' business, including materials submitted by CONTRACTOR in its proposal and during the course of performing the Work under this Agreement, shall become the exclusive

property of OMNITRANS and may be deemed public records. Said materials may be subject to the provisions of the California Public Records Act. OMNITRANS' use and disclosure of its records are governed by this Act.

B. OMNITRANS will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of trade secret, confidential or proprietary. OMNITRANS will accept materials clearly and prominently labeled "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY" as determined by CONTRACTOR. OMNITRANS will endeavor to notify CONTRACTOR of any request of the disclosure of such materials. Under no circumstances, however, will OMNITRANS be liable or responsible for the disclosure of any labeled materials whether the disclosure is required by law or a court order or occurs through inadvertence, mistake or negligence on the part of OMNITRANS or its officers, employees and/or contractors.

C. In the event of litigation concerning the disclosure of any material submitted by CONTRACTOR, OMNITRANS' sole involvement will be as a stake holder, retaining the material until otherwise ordered by a court. CONTRACTOR, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the materials, and shall defend, indemnify and hold OMNITRANS harmless from all costs and expenses, including attorneys' fees, in connection with such action.

30. WAIVER/INVALIDITY

No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of the provision, or of any other breach of the provision of the Agreement. Failure of either party to enforce any provision of this Agreement at any time shall not be construed as a waiver of that provision.

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

31. FORCE MAJEURE

Performance of each and all CONTRACTOR's and OMNITRANS' covenants herein shall be subject to such delays as may occur without CONTRACTOR's or OMNITRANS' fault from acts of God, strikes, riots, or from other similar causes beyond CONTRACTOR's or OMNITRANS' control.

32. CONFIDENTIALITY

CONTRACTOR agrees that for and during the entire term of this Agreement, any information, data, figures, records, findings and the like received or generated by CONTRACTOR in the performance of this Agreement, shall be considered and

kept as the private and privileged records of OMNITRANS and will not be divulged to any person, firm, corporation, or other entity except on the direct prior written authorization of OMNITRANS. Further, upon expiration or termination of this Agreement for any reason, CONTRACTOR agrees that it will continue to treat as private and privileged any information, data, figures, records, findings and the like, and will not release any such information to any person, firm, corporation or other entity, either by statement, deposition, or as a witness, except upon direct prior written authority of OMNITRANS.

33. CONTRACTOR'S INTERACTION WITH THE MEDIA AND THE PUBLIC

A. OMNITRANS shall review and approve in writing all OMNITRANS related copy proposed to be used by CONTRACTOR for advertising or public relations purposes prior to publication. CONTRACTOR shall not allow OMNITRANS related copy to be published in its advertisements and public relations programs prior to receiving such approval. CONTRACTOR shall ensure that all published information is factual and that it does not in any way imply that OMNITRANS endorses CONTRACTOR's firm, service, and/or product.

B. CONTRACTOR shall refer all inquiries from the news media to OMNITRANS, and shall comply with the procedures of OMNITRANS' Public Affairs staff regarding statements to the media relating to this Agreement or the Work.

C. If CONTRACTOR receives a complaint from a citizen or the community, CONTRACTOR shall inform OMNITRANS as soon as possible and inform OMNITRANS of any action taken to alleviate the situation.

D. The provisions of this Article shall survive the termination or expiration of this Agreement.

34. GOVERNING LAW

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California, and the proper venue of any action brought hereunder is and shall be the County of San Bernardino, California.

35. MODIFICATIONS TO AGREEMENT

Unless specified otherwise in the Agreement, this Agreement may only be modified by written mutual consent evidenced by signatures of representatives authorized to enter into and modify the Agreement. In order to be effective, amendments may require prior approval by OMNITRANS' Board of Directors, and in all instances require prior signature of an authorized representative of OMNITRANS.

36. LICENSING, PERMITS AND INSPECTION COSTS

A. The CONTRACTOR warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, and the County of San Bernardino, the Local Jurisdictions, and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of the Agreement. Further, FIRM warrants that its employees, agents, and contractors and subcontractors shall conduct themselves in compliance with such laws and licensure requirements including, without limitation, compliance with laws applicable to nondiscrimination, sexual harassment and ethical behavior throughout the duration of this Agreement. CONTRACTOR further warrants that it shall not retain or employ an unlicensed subcontractor to perform work on this Project. CONTRACTOR shall notify OMNITRANS immediately and in writing of its employees', agents', contractors' or subcontractors' inability to obtain or maintain, irrespective of the pendency of any appeal, any such licenses, permits, approvals, certificates, waivers, exemptions. Such inability shall be cause for termination of this Agreement.

B. CONTRACTOR shall procure all permits and licenses; pay all charges, assessments and fees, as may be required by the ordinances and regulations of the public agencies having jurisdiction over the areas in which the work is located, and shall comply with all the terms and conditions thereof and with all lawful orders and regulations of each such public agency relating to construction operations under the jurisdiction of such agency.

37. PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, and any and all of its Amendments, Appendices, Exhibits and Attachments; (2) provisions of IFB-MNT18-06 and any and all of its Addenda, Appendices, Exhibits and Attachments; and (3) CONTRACTOR's bid dated May 18, 2017.

38. ENTIRE AGREEMENT

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between OMNITRANS and CONTRACTOR and supersedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date shown below, and effective on the date first hereinabove written.

OMNITRANS	Elliott Auto Supply Co, Inc. dba Factory Motor Parts
P. Scott Graham CEO/General Manager	Dana Carney Fleet Manager
Date	Date

Federal Tax I.D. No. 41-0639421

IDP

Attachment C - Unit Pricing
MNT18-06-I

Iten Num	Item Code	Description	Unit Price
2	9407	FILTER ;NF SR585-SR1564 AIR	$21.26
6	34686	ELEMENT ;NF SR842 PS/HYD FILTER	$12.17

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WARRANTY CLAIM PROCEDURE (REQUIRED)

Submit this form with the BID, failure to do so is grounds for disqualification.

Please provide an explanation of the Warranty Claim Procedure for exchange, replacement and reimbursement of repair costs. You may use the space below to explain or you may attach a copy of written procedures to this packet. Any attachment must be clearly marked as "Warranty Claim Procedure" to be considered responsive.

Factory Motor Parts honors all manufacturer's warranties and issues credits for defects.

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CURRENT CLIENT REFERENCES. MINIMUM OF FIVE (5) REQUIRED

Submit this form with the BID/Proposal, with valid contact information, failure to do so is grounds for disqualification.

Company: Sedgwick County
Address: 1021 Stillwell
City, ST, Zip: Wichita KS 67213
Phone Numbers/Email: 316-660-7477 ppoland@sedgwick.gov
Contact Name/Title: Penny Poland Fleet manager
Type of Engagement: OnSite Parts Operation

Company: City of Westminster
Address: 6405 W 88th Ave
City, ST, Zip: Westminster CO 80031
Phone Numbers/Email: 303-658-2511 mbocco@cityofwestminster.us
Contact Name/Title: Matthew Bocco Fleet Manager
Type of Engagement: Onsite Parts Operation

Company: State of North Dakota
Address: 608 E Boulevard Ave
City, ST, Zip: Bismarck ND 58505
Phone Numbers/Email: 701-328-4912 jbastyan@nd.gov
Contact Name/Title: Jamie Bastyan Procurement
Type of Engagement: Filters

Company: Sacramento County
Address: 9600 Ecology Lane
City, ST, Zip: Sacramento CA 95827
Phone Numbers/Email: 916-876-6367 crumle@saccounty.net
Contact Name/Title: Lena Crum-Procurement
Type of Engagement: Filters

Company: SMUD
Address: mailstop B302 PO Box 15830
City, ST, Zip: Sacramento CA 95852
Phone Numbers/Email: 916-732-5937 kbowman@smud.org
Contact Name/Title: Kimberly Bowman Procurement
Type of Engagement: Filters

Bidder's/Proposer's Company Name: Factory Motor Parts
Legal Structure (corp./partner/proprietor): Corporation
Principle Office Address: 1111 E Citrus Street
City, ST, Zip: Riverside CA 92507
Phone Number and E-Mail: 719 599 0237 d.carney@fmpco.com
Federal Employer Identification Number: 41-0639421
Title of Person Authorized to Sign: Fleet manager
Print Name of Person Authorized to Sign: Dana Carney
Date Signed and Authorized Signature: 9/17/17 Dana Carney

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NOT ON EXCLUDED PARTIES LIST SYSTEM (REQUIRED)

Submit this form with the BID, failure to do so is grounds for disqualification.

The Bidder certifies that it is NOT on the Excluded Parties List System of ineligible firms for federally financed and assisted construction, materials, equipment contracts or services.

Bidder's Company Name	Factory Motor Parts
Legal Structure (corp./partner/proprietor)	Corporation
Principle Office Address	1111 E Citrus St
City, ST, Zip	Riverside CA 92507
Phone Number	719-599-0237
Fax Number	719 434 2417
E-Mail	d.carney@fmpcw.com
Federal Employer Identification Number	41-0639421
Title of Person Authorized to Sign	Fleet Manager
Print Name of Person Authorized to Sign	Dana Carney
Date Signed and Authorized Signature	5/17/17 Dana Carney

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DECLARATION OF NON-COLLUSION (REQUIRED)

Submit this form with the BID, failure to do so is grounds for disqualification.

I hereby declare (or affirm) under penalty of perjury that:

1. I am the bidder (if the bidder is an individual), a partner in the bid (if the bidder is a partnership), or an officer or employee of the bidding corporation and have authority to sign on its behalf (if the bidder is a corporation);
2. The bidder has independently produced the attached bid(s) without collusion, agreement, understanding or planned common course of action, with any other source, that would limit independent bidding competition;
3. The contents of the bid(s) have not been communicated by the bidder and or its employees and or agents to any person not an employee and or agent of the bidder and or its surety, on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid, and
4. I have fully informed myself regarding the accuracy of the statements made in this declaration.

Bidder's Company Name: Factory Motor Parts
(corp./partnership/sole proprietor): Corporation
Principle Office Address: 1111 E Citrus St
City, ST, Zip: Riverside, CA 92507
Phone Number: 719 599 0237
Fax Number: 719 434 2417
E-mail Number: d.carney@fmpco.com
Federal Employer I.D. Number: 41-0639421
Title of Person Authorized to Sign: Fleet Manager
Print Name Authorized to Sign: Dana Carney
Authorized Signature: Dana Carney
Date Signed: 5/17/17

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DEBARMENT, SUSPENSION, & OTHER RESPONSIBILITY MATTERS
(REQUIRED >$25,000)

Submit this form with BID, failure to do so is grounds for disqualification.

One (1) form required of each bidder and subcontractor having greater than a $25,000 share of the bid. U.S. Code, Title 31, § 6101 note and U.S. DOT regulations on "Debarment and Suspension," 49 C.F.R. Part 29.

The Participant (the bidder and potential contractor or potential subcontractor for a third party contract) certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

An explanation must be attached to this certification regarding any exception(s).

The Primary Participant certifies that it has authority under State and local laws to comply with the subject assurances, the truthfulness and accuracy of the contents of this certification, any attached explanation submitted herewith, understands the applicability of 31 U.S.C. Sections 3801 *Et. Seq.* and that this certification has been legally made.

Bidder's Company Name	Factory Motor Parts
Legal Structure (corp./partner/proprietor)	Corporation
Select One	☒ Prime or ☐ Subcontractor (submit after award)
Principle Office Address	1111 E Citrus Street
City, ST, Zip	Riverside CA 92507
Phone Number	719 599 0237
Fax Number	719 434 2417
E-Mail	d.carney@fmpco.com
Federal Employer Identification Number	41-0639421
Title of Person Authorized to Sign	Fleet Manager
Print Name of Person Authorized to Sign	Dana Carney
Date Signed and Authorized Signature	5/17/17 Dana Carney

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LIST OF SUBCONTRACTORS AND *DBES* (REQUIRED >½ OF 1% SHARE OF BID)

Submit this form with the BID/Proposal, failure to do so is grounds for disqualification.

One (1) form required of each bidder and proposed subcontractor having greater than ½ of 1% share of the bid. Government Code § 4100 on, "Subletting and Subcontract Fair Practices Act".

Company NA
Address
City, ST, Zip
Phone Numbers/Email
Contact Name/Title
Type of Engagement
Type of work to be performed
Dollar value of participation DBE qualified? Yes ☐ No ☐

Company NA
Address
City, ST, Zip
Phone Number
Contact Name/Title
Type of Engagement
Type of work to be performed
Dollar value of participation DBE qualified? Yes ☐ No ☐

Company NA
Address
City, ST, Zip
Phone Number
Contact Name/Title
Type of Engagement
Type of work to be performed
Dollar value of participation DBE qualified? Yes ☐ No ☐

Total DBE participation Dollars NA % of Total Contract NA

Bidder's/Proposer's Company Name Factory Motor Parts
Legal Structure (corp./partner/proprietor) Corporation
Principle Office Address 1111 Chris Ave
City, ST, Zip Riverside CA 92507
Phone Number and E-Mail 719-599-0237 d.carney@fmpco.com
Federal Employer Identification Number 41-0639421
Title of Person Authorized to Sign Fleet manager
Print Name of Person Authorized to Sign Dana Carney
Date Signed and Authorized Signature 5/17/17 Dana Carney

DUPLICATE THIS FORM AS NECESSARY TO COMPLETE LIST (SIGN LAST ONE)

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PROPOSED DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

This form must be submitted with the BID, to have it considered during BID evaluation. The bidder intends to utilize the following DBE contractors on this project. Signature of participating DBE is confirmation of willingness to participate on this project.

Company NA
Address
City, ST, zip
Phone Number
Fax Number
Contact Name
Type of work to be performed
Dollar value of participation
Signature of participating DBE

Company NA
Address
City, ST, zip
Phone Number
Fax Number
Contact Name
Type of work to be performed
Dollar value of participation
Signature of participating DBE

Company NA
Address
City, ST, zip
Phone Number
Fax Number
Contact Name
Type of work to be performed
Dollar value of participation
Signature of participating DBE

Company NA
Address
City, ST, zip
Phone Number
Fax Number
Contact Name
Type of work to be performed
Dollar value of participation
Signature of participating DBE

(DUPLICATE THIS FORM AS REQUIRED)

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RESTRICTIONS ON LOBBYING (REQUIRED >$100,000)

Submit this form before final contract award, failure to do so is grounds for disqualification.

One form required of bidder and subcontractor having greater than a $100,000 share of the bid. 31 U.S.C., § 1352 and U.S. DOT regulations on "New Restrictions on Lobbying," 49 C.F.R. Part 20.

Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operation Service Contract/Turnkey contracts.

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all tiers shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, as signed below, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Bidder's Company Name	Factory Motor Parts
Legal Structure (corp./partner/proprietor)	Corporation
Select One	☒ Prime or ☐ Subcontractor (submit after award)
Principle Office Address	1111 E Citrus Street
City, ST, Zip	Riverside CA 92507
Phone Number	719 599 0237
Fax Number	719 434 2417
E-Mail	d.carney@fmpco.com
Federal Employer Identification Number	41-0639421
Title of Person Authorized to Sign	Fleet manager
Print Name of Person Authorized to Sign	Dana Carney
Date Signed and Authorized Signature	5/17/17 Dana Carney

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STATUS OF PAST AND PRESENT CONTRACTS FORM (REQUIRED)

Submit this form with the PROPOSAL, failure to do so is grounds for disqualification.

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

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

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

Project city/agency/other: NA

Contact Name: NA Phone: NA

Project Award Date: NA Original Contract Value: NA

Term of Contract: NA

(1) Litigation, claims, settlements, arbitrations, or investigations associated with contract:
NA

(2) Summary and Status of contract:
NA

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(3) Summary and Status of action identified in (1):

NA

(4) Reason for termination, if applicable:

NA

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

Proposer's Company Name	Factory Motor Parts
Legal Structure (corp./partner/proprietor)	Corporation
Principle Office Address	1111 E Citrus Street
City, ST, Zip	Riverside CA 92507
Phone Number	719 599-0237
Fax Number	719 434 2417
E-Mail	d.carney@fmpco.com
Federal Employer Identification Number	41-0639421
Title of Person Authorized to Sign	Fleet Manager
Print Name of Person Authorized to Sign	Dana Carney
Date Signed and Authorized Signature	Dana Carney 5/17/17

ATTACHMENT A – SCOPE OF WORK
MNT18-06, BUS FILTERS

1. BACKGROUND

Omnitrans maintains a fleet of 188 buses using Cummins 8.3 & 8.9 and John Deere 8.1 compressed natural gas (CNG) powered New Flyer buses with Allison C-4, C5, Voith DIWA, Voith .5 DIWA, and ZF Ecomat transmissions.

2. TECHNICAL REQUIREMENTS

A. Filters (or related products such as gaskets and O-rings) shall be new, meet or exceed O.E.M. requirements and conform to all applicable industry and safety standards, including but not limited to: Cummins and John Deere engines, Allison, Voith, and ZF transmissions. There is no guarantee of usage or order quantities.

B. All items shall meet or exceed the following engine and bus manufactures published standards.

- Cummins
- John Deere
- Allison
- Voith
- ZF
- New Flyer

C. Contractor shall notify Omnitrans if any of the aforementioned standards change, are superseded or when new industry standards are set.

D. When requested, Contractor shall provide Omnitrans with the ratings (micron, burst pressure, flow rate, beta, etc.) and specifications of filters.

E. Contractor shall provide Safety Data Sheets (SDS) for all products containing any toxic items that may be harmful to the end user or environment.

F. Contractor shall maintain adequate inventory of contracted items to continuously supply Omnitrans for the term of the contract. Omnitrans will maintain a sufficient number of spare filters to insure continuous operation of the fleet.

3. DELIVERY

A. Contractor shall package product in such a manner as to prevent damage during shipment, receiving and storage. The Contractor shall also ensure that shipped product is not damaged. Any damaged product discovered upon receipt at FOB point will be returned for credit or replacement at no cost to Omnitrans.

B. Contractor shall ship products three (3) working days ARO (After Receipt of Order).

C. Contractor shall expedite orders at the request of Omnitrans request for overnight. Omnitrans shall pay for direct and actual freight charges. Omnitrans reserves the right to request proof of freight charges or validate referenced charges independently. Omnitrans will not pay any premium handling charges related to expedited shipping.

D. A packing slip (with related P.O. number) shall accompany all deliveries.

E. Deliveries shall be made to Omnitrans prepaid F.O.B. destination.

F. Delivery Location:

Omnitrans East Valley
1700 West 5th Street,
San Bernardino, CA 92411

4. WARRANTY

A. Manufacturer's standard warranty shall commence the date the part is placed into service, not the delivery date, unless product has a previously specified shelf life. The manufacturer shall guarantee all items purchased under this Contract for a minimum of one (1) year from purchase against any defects with full credit given, including shipping charges.

B. In the event that warranty adjustments for a part failure cannot be resolved by mutual agreement between the successful bidder and Omnitrans' Warranty Coordinator, a meeting will be set up with the vendor, Omnitrans' Maintenance Manager, Senior Buyer, Warranty Coordinator, and Director of Maintenance.

C. Contractor shall provide field service support for the correction of warranty failures as required by Omnitrans.

D. Contractor shall promptly repair, replace and/or pay for all warranty defects including products, labor, and shipping and handling. The Contractor shall also reimburse for any progressive, compensatory and consequential damages or fines due to product failures.

E. Claims

1) Warranty defects and failures will be submitted to the Contractor as an Omnitrans warranty claims. The Contractor shall notify Omnitrans of receipt and/or status of the claim.

2) Contractor shall notify Omnitrans in writing the disposition of a warranty claim within 15 days of receipt.

3) Contractor shall resolve all open warranty claims within 60 days after receipt. If the warranty claim is not resolved within the stated timeframe, the Contractor will be informed of Omnitrans' intent to automatically credit Omnitrans' accounts payable for the Contractor with the amount of the open claim.

4) Contractor shall notify Omnitrans' Warranty Coordinator on the disposition of products within five (5) days after Omnitrans' request for a Return Material Authorization (RMA).

F. Reimbursement

1) Contractor shall reimburse Omnitrans for cost associated with a warranty repair claim or service request.

2) Contractor's product costs shall be based on the most current supplier contract price or the invoiced price for replacement.

3) Contractor's labor repair times shall be fair and reasonable and based on current OEM or industry Standard Repair Time (SRT) guidelines or an agreed upon repair time standard.

*End Scope of Work

Attachment B
REGULATORY REQUIREMENT
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REGULATORY REQUIREMENTS

*** Marks Required Subcontract Provisions that must flow down to all subcontracts as defined in the Article entitled SUBCONTRACTORS AND SUPPLIERS herein.**

RR-01
ADMINISTRATIVE CODE *

A. **Applicability**

This Article applies to all contracts.

B. **Compliance with §§1090 et. seq. and §§87100 et. seq. of the California Government Code**

Contractor shall comply with all applicable provisions of §§1090 et. seq. and §§87100 et. seq. of the California Government Code. Without reducing or affecting its obligation to comply with any and all of said provisions, Contractor specifically covenants:

1. Contractor shall not cause or permit any member, officer, or employee of Omnitrans to have any financial interest in the Contract;

2. Contractor shall not enter into any Subcontract involving services or property with a person or business prohibited from transacting such business with Omnitrans;

3. Contractor warrants and represents that to its knowledge no Board member, officer, or employee of Omnitrans has any interest, whether contractual, non-contractual, financial or otherwise, in this Contract, or in the business or any other contract or transaction of the Contractor or any Subcontractor and that if any such interest comes to Contractor's knowledge at any time, Contractor shall make a full and complete disclosure of all such information in writing to Omnitrans.

C. **Campaign Contributions**

Neither Contractor nor its Agents shall give or offer to give any campaign contribution to any member of Omnitrans Board of Directors in violation of the California Government Code §§84300 et seq., or of the Administrative Code. Contractor shall submit a Certification of Campaign Contributions with all COs of two hundred thousand dollars ($200,000) or more.

RR-02
DISCRIMINATION *

A. **Applicability**
This Article applies to all contracts.

B. In connection with the performance of Work provided for under this Contract, Contractor agrees that it will not, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, medical condition, marital status, sex, sexual orientation, or age, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Federal, State or local laws.

RR-03
WHISTLEBLOWER REQUIREMENTS *

A. **Applicability**

This Article applies to all contracts.

B. Contractor shall not adopt any rule, regulation, or policy preventing an employee from disclosing information to a government or law enforcement agency, where the employee believes the information discloses violation or noncompliance with a state or Federal regulation; nor shall Contractor retaliate against an employee for taking such actions as set forth in the t. seq.

RR-04
PUBLIC RECORDS ACT *

A. **Applicability**

This Article applies to all contracts.

B. Except as otherwise provided herein, all records, documents, drawings, plans, specifications, and all other information relating to the conduct of Omnitrans business, including all information and documents submitted by Contractor ("Records"), shall become the exclusive property of Omnitrans and shall be deemed public records. Said Records are subject to the provisions of the California Public Records Act (Government Code §6250 et. seq.). Omnitrans use and disclosure of its records are governed by this Act. Omnitrans will use its best efforts to inform the Contractor of any request for any financial records or documents marked "Trade Secret", "Confidential" or "Proprietary" provided by Contractor to Omnitrans. Omnitrans will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act.

C. In the event of litigation concerning the disclosure of any Records, Omnitrans sole involvement will be as a stakeholder, retaining the Records until otherwise ordered by a

court. The submitting party, at its sole expense and risk, shall be fully responsible for any and all fees for prosecuting or defending any action concerning the Records and shall indemnify and hold Omnitrans harmless from all costs and expenses including attorney's fees in connection with any such action.

RR-05
ACCESS TO RECORDS *

A. **Applicability**

This Article applies to all federally funded contracts.

B. Contractor agrees to provide Omnitrans, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or the FTA's authorized representatives, including any FTA Project Management Oversight Contractor, access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a) 1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

C. If this Contract is for a capital project or improvement (defined at 49 U.S.C. 5302(a) 1) and was entered in to through other than competitive bidding, the Contractor shall make records related to this Contract available to Omnitrans, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

D. Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Omnitrans, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

RR-06
FEDERAL FUNDING, INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS, AND FEDERAL CHANGES*

A. Applicability

This Article applies to all federally funded contracts.

B. This Contract includes, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the Contract provisions. All contractual provisions

required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008 and revised March 18, 2013 (including any changes), and are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Omnitrans requests which would cause Omnitrans to be in violation of the FTA terms and conditions.

This Contract is subject to a financial assistance agreement between Omnitrans and the Federal Transit Administration of the US Department of Transportation and all laws, regulations, guidelines, and provisions of the financial assistance agreement apply to this Contract and are incorporated by reference as if fully set forth herein.

C. Contractor shall at all times comply with all applicable federal laws and regulations, including without limitation FTA regulations, policies, procedures and directives, including those listed directly or by reference in Applicable Grant Agreements between Omnitrans and FTA, as they may be amended or promulgated from time to time during the term of this Contract collectively "Federal Requirements". These Federal Requirements may change and the changed Federal Requirements will apply to this Contract as required unless the Federal Government determines otherwise. Contractor's failure to so comply with the Federal Requirements shall constitute a material breach of this Contract.

RR-07
ENERGY CONSERVATION REQUIREMENTS

A. **Applicability**

This Article applies to all federally funded contracts.

B. Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 USC §6321 et seq.

RR-08
CIVIL RIGHTS REQUIREMENTS *

A. **Applicability**

This Article applies to all federally funded contracts.

B. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national

origin, sex, age, or disability. In addition, Contractor shall comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

C. Equal Employment Opportunity

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Contractor shall comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq. , (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Contract. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor shall comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, Contractor shall refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor shall comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor shall comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor shall comply with any implementing requirements FTA may issue.

(d) Contractor shall include these requirements in each subcontract, modified only if necessary to identify parties, as required by Federal regulations.

RR-09
NO GOVERNMENT OBLIGATION TO THIRD PARTIES *

A. **Applicability**

This Article applies to all federally funded contracts.

B. Notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to Omnitrans, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from this Contract.

Contractor shall include this Article in each Subcontract and shall not modify the Article, except to identify the Subcontractor who will be subject to its provisions.

RR-10
PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS *

A. **Applicability**

This Article applies to all federally funded contracts.

B. The provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, shall apply to actions pertaining to this Contract. Upon execution of this Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining this Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

C. Contractor also acknowledges that this Contract is connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307 and if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Contractor, to the extent the Federal Government deems appropriate.

D. Contractor shall include this Article in each subcontract financed in whole or in part with Federal assistance provided by FTA. Contractor shall not modify the Article, except to identify the Subcontractor who will be subject to the provisions.

RR-11
SUSPENSION AND DEBARMENT*

A. **Applicability**

This article applies to federally funded contracts and subcontracts at any level expected to equal or exceed $25,000 as well as any contract or subcontract (at any level) for Federally required auditing services.

B. This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, Contractor shall verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

Contractor shall comply with 49 CFR 29, Subpart C and shall include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

C. By entering into this Contract, Contractor certifies that it shall comply with the requirements of 49 CFR 29, Subpart C throughout the period of this Contract. This certification is a material representation of fact relied upon by Omnitrans. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to remedies available to Omnitrans, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

RR-12
RECYCLED PRODUCTS

A. **Applicability**

This Article applies to federally funded operations/management, construction, or materials & supplies contracts for items designated by the Environmental Protection Agency, when procuring $10,000 or more per year.

B. To the extent practicable and economically feasible, a competitive preference shall be given for products and services that conserve natural resources and protect the environment and are energy efficient.

C. The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

RR-13
CLEAN WATER AND CLEAN AIR REQUIREMENTS*

A. **Applicability**

This Article applies to all federally funded contracts over $100,000.

B**. CLEAN WATER REQUIREMENTS**

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and all applicable clean water standards of the State of California and any state or local agency having jurisdiction. Contractor shall report each violation to Omnitrans. Omnitrans will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office, and all other agencies having jurisdiction.

C**. CLEAN AIR**

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and all applicable Clean Air Standards of the State of California or any state or local agency having jurisdiction. Contractor shall report each violation to Omnitrans. Omnitrans will, in turn, report each violation as required to FTA, the appropriate EPA Regional Office and all other agencies having jurisdiction.

D. Contractor shall include this Article in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

RR-14
COMPLIANCE WITH FEDERAL LOBBYING POLICY *

A. **Applicability**

The following Article applies to federally funded contracts over $100,000.

B. The Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, requires that Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying," attached hereto as the certification entitled, "Certification of Compliance with Federal Lobbying Requirements." As set forth in the certifications, each tier of subcontractors shall certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with

non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures shall be forwarded from tier to tier up to Omnitrans.

RR-15
BUY AMERICA *

A. **Applicability**

The following Article applies to federally funded rolling stock purchase and construction contracts over $150,000 and to contracts over $150,000 for materials & supplies for steel, iron, or manufactured products.

B. Contractor shall comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

Omnitrans may investigate Contractor's, any Subcontractor's, and any Supplier's compliance with this Article. If an investigation is initiated, Contractor, Subcontractor, or Supplier shall document its compliance, in accordance with 49 CFR 661.15, and cooperate with the investigation. Contractor shall incorporate the Buy America conditions set forth in this Article in every subcontract or purchase order and shall enforce such conditions.

C. FTA requires a Buy America certification to be submitted with the proposal, or the proposal shall be considered non-responsive.

RR-16
CARGO PREFERENCE*

A. **Applicability**

The following Article applies to federally funded contracts involving equipment, materials, or commodities which may be transported by ocean vessels

B. **USE OF UNITED STATES FLAG VESSELS**

Contractor shall use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or

commodities pursuant to this Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

Contractor shall furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the Omnitrans (through Contractor in the case of a subcontractor's bill-of-lading.)

Contractor shall include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

RR-17
FLY AMERICA

A. **Applicability**

This Article applies to federally funded contracts if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air.

B. Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

RR-18
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT *

A. **Applicability**

This Article applies to federally funded construction contracts over $2,000 (including ferry vessels), rolling stock purchases over $2,500 and to operations/management contracts over $2,500 (except transportation services)

B. Pursuant to the Labor Standards Provisions Applicable to Non-construction Contracts subject to the Federal Contract Work Hours and Safety Standards Act, 40 U.S.C.A. § 327 through 332 as implemented by U.S. Department of Labor regulations, 29 CFR 5.5 (b) and (c) Contractor and Subcontractor's contracting for any part of the Contract work shall comply with the following:

1. **Overtime requirements** – Neither Contractor nor any Subcontractor contracting for any part of the Contract work that requires or involves the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **Violation; liability for unpaid wages; liquidated damages** – In the event of any violation of the Article set forth in paragraph (1) of this Article Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this Article, in the sum of ten dollars ($10) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this Article.

3. Withholding for unpaid wages and liquidated damages – Omnitrans shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by Contractor or Subcontractor under the Contract or any other Federal contract with Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Contractor, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this Article.

4. Subcontracts – Contractor or Subcontractor shall insert this Article in any Subcontracts and also an Article requiring the Subcontractors to include this Article in any lower tier Subcontracts. Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with this Article.

5. Payrolls and basic records – The records to be maintained hereinabove shall be made available by Contractor or Subcontractor for inspection, copying, or transcription by Omnitrans and U.S. Dept. of Labor. Contractor and Subcontractor shall maintain payrolls and basic records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Contract

for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid.

RR-19
DISADVANTAGED BUSINESS ENTERPRISE (DBE) 49 CFR Part 26

Disadvantaged Business Enterprises

A. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.* The agency's overall goal for DBE participation is 3.3%**.**

B. Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Contract. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Omnitrans deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

C. Bidders are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following concurrent with and accompanying sealed bid concurrent with and accompanying an initial proposal prior to award:

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

Bidders must present the information required above as a matter of responsiveness with initial proposals prior to contract award] (*see* 49 CFR 26.53(3)).

The successful bidder will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

D. Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 7 days after the contractor's

receipt of payment for that work from the Omnitrans. In addition, Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to his contract is satisfactorily completed.

E. Contractor must promptly notify Omnitrans whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Omnitrans.

RR-20
ADA ACCESS

A. **Applicability**

This Article applies to federally funded Architect & Engineer, Operations/Management, Rolling Stock Purchase, and Construction contracts

B. **Access Requirements for Persons with Disabilities**

Contractor shall comply with:

1. The requirements of 49 U.S.C. § 5301(d), which states the Federal policy that elderly persons and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy;

2. All applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps;

3. The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act;

4. The Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act; and

5. All applicable requirements of the following regulations and any subsequent amendments thereto:

(1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;

(2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;

(3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;

(4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

(5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

(6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;

(7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;

(8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and

(9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; and

(10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609;

(11) Any implementing requirements FTA may issue.

RR-21
ALCOHOL AND DRUG-FREE WORKPLACE PROGRAM *

A. **Applicability**

This Article applies to federally funded contracts for transit operations.

B. **FTA Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations Regulations**

Contractor and its Subcontractors shall comply with the FTA anti-drug and alcohol misuse regulations (49 CFR Part 655) and the U.S. Department of Transportation (DOT) Procedures for Transportation Workplace Drug and Alcohol Testing Programs (49 CFR Part 40) to the full extent that they are, by their terms, applicable to Contractor and its Subcontractors. The regulations apply to all "contractors" that have "covered employees" that perform "safety sensitive functions" as those terms are defined in the regulations.

C. **Certificate of Compliance**

The CERTIFICATE OF COMPLIANCE WITH 49 CFR PARTS 655, PREVENTION OF ALCOHOL MISUSE AND PROHIBITED DRUG USE IN TRANSIT, submitted by Contractor prior to award, is incorporated as part of the Contract Documents.

D. **Drug and Alcohol Testing Program**

In the event that any part of the Work under this Contract falls within the scope of 49 CFR Part 655, Contractor, and its Subcontractors (as applicable), shall establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or Omnitrans, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. Contractor shall annually certify its compliance with Parts 653 and 65. To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

E. **Alcohol and Drug Free Workplace Program**

In addition to the above, for Work performed on Omnitrans property, Contractor shall provide an Alcohol and Drug-free Workplace Program in accordance with FTA requirements found at http://transit-safety.fta.dot.gov/DrugAndAlcohol/default.asp

RR-22
TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS *

A. **Applicability**

Subject to the limitations in Sections B, C, and D, this Article applies if this Contract involves transit operations to be performed by employees of a Contractor recognized by FTA to be a transit operator, and if FTA has determined that it is financed in whole or in part with Federal assistance.

B. **General Transit Employee Protective Requirements**

If FTA has determined that this Contract involves transit operations financed in whole or in part with Federal assistance (other than Federal assistance authorized by 49 U.S.C. § 5310(a)(2) or 49 U.S.C. § 5311), and if the U.S. Secretary of Transportation has determined that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for Omnitrans under this Contract, then Contractor shall perform the transit operations work under the Contract in compliance with terms and conditions, (a) determined by the U.S. Secretary of Labor to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. Department of Labor ("U. S. DOL") guidelines at 29 C.F.R. Part 215, and any amendments thereto, and (b) stated in a U. S. DOL letter of certification to FTA, the date of which is set forth in the applicable Grant Agreement or Cooperative Agreement with Omnitrans, and which is incorporated in the Form of Contract as a Contract Document entitled "U. S. DOL Certification".

C. **Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a) (2) for Elderly Individuals and Individuals with Disabilities**

If FTA has determined that this Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for Omnitrans under the Contract, Contractor shall perform the Work in compliance with the terms and conditions determined, (a) by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto, and (b) stated in the U.S. DOL's letter of certification to FTA, the date of which is set forth in the applicable Grant Agreement or Cooperative Agreement with Omnitrans, and which is incorporated in the Form of Contract as a Contract Document entitled "U. S. DOL Certification".

D. **Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas**

If FTA has determined that this Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, Contractor shall comply with the terms and conditions of the Special Warranty for the Nonurbanized Area

Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

E. **Indemnity**

Contractor shall defend, indemnify and hold harmless Omnitrans, and its Board Members, employees and agents from and against all liability, claims, demands actions, costs, judgments, penalties, damages, losses and expenses arising out of or in connection with Contractor's failure to comply with or failure to carry out its responsibilities under all applicable provisions of Sections B, C and D of this Article.

RR-23
BONDING REQUIREMENTS

Applicability to Contracts
For those construction or facility improvement contracts or subcontracts exceeding $100,000, FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts as follows:

A. A bid guarantee from each bidder equivalent to ten (10) percent of the bid price. The "bid guarantees" shall consist of a firm commitment and may be in any of the following forms: (a) cash; (b) cashier's check payment to Omnitrans; (c) a certified check payable to the city; or (d) a bidder's bond executed by an admitted surety insurer. Such as a bid bond, certifies check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

B. A performance bond on the part of the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

C. A payment bond on the part of the Contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract.

RR-24
DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

Background and Application
The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, *et seq.* and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i) (5). The Acts apply to any construction contract over $2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating." 29 CFR 5.5(a). The requirements of both Acts are

incorporated into a single clause (*see* 29 CFR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.

The clause language is drawn directly from 29 CFR 5.5(a) and any deviation from the model clause below should be coordinated with counsel to ensure the Acts' requirements are satisfied.

Clause Language
Davis-Bacon and Copeland Anti-Kickback Acts

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be

classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a) (1) (v) (B) or (C) of this section, shall be paid to all workers performing work in the Classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - Omnitrans shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, Omnitrans may, after written notice to

the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Omnitrans for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a) (3) (i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship

program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

RR-25
PRIVACY ACT - 5 U.S.C. 552

Applicability to Contracts

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

Flow Down
The Federal Privacy Act requirements flow down to each third party contractor and their contracts at every tier.

Model Clause/Language
The text of the following clause has not been mandated by statute or specific regulation, but has been developed by FTA.

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

RR- 26
TERMINATION 49 U.S.C. Part 18 FTA Circular 4220.1F

Applicability to Contracts
All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of $10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is $100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Flow Down
The termination requirements flow down to all contracts in excess of $10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

a. **Termination for Convenience (General Provision)** Omnitrans may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Omnitrans to be paid the Contractor. If the Contractor has any property in its possession belonging to the Omnitrans, the Contractor will account for the same, and dispose of it in the manner the Omnitrans directs.

b. **Opportunity to Cure (General Provision)** Omnitrans in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the

notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Omnitrans' satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from Omnitrans setting forth the nature of said breach or default, Omnitrans shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Omnitrans from also pursuing all available remedies against Contractor and its sureties for said breach or default.

c. **Waiver of Remedies for any Breach** In the event that Omnitrans elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Omnitrans shall not limit Omnitrans remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

d. **Termination for Default (Construction)** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, Omnitrans may terminate this contract for default. Omnitrans shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, Omnitrans may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to Omnitrans resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Omnitrans in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. The contractor, within [10] days from the beginning of any delay, notifies Omnitrans in writing of the causes of delay. If in the judgment of Omnitrans, the delay is excusable, the time for completing the work shall be extended. The judgment of Omnitrans shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Omnitrans.

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SEISMIC SAFETY REQUIREMENTS 42 U.S.C. 7701 et seq. 49 CFR Part 41

Applicability to Contracts

The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

Flow Down
The Seismic Safety requirements flow down from FTA recipients and subrecipients to first tier contractors to assure compliance, with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

Model Clauses/Language
The regulations do not provide suggested language for third-party contract clauses. The following language has been developed by FTA.

Seismic Safety - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

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BREACHES AND DISPUTE RESOLUTION 49 CFR Part 18 FTA Circular 4220.1F

Applicability to Contracts
All contracts in excess of $100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down
The Breaches and Dispute Resolutions requirements flow down to all tiers.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the Omnitrans. This decision shall be

final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to Omnitrans Construction Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of Omnitrans Project Manager shall be binding upon the Contractor and the Contractor shall abide be the decision.

Performance During Dispute - Unless otherwise directed by Omnitrans, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Omnitrans and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which Omnitrans is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Omnitrans, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

RR-29
VETERANS PREFERENCE

Veterans Employment. Contractors working on a capital project funded using FTA assistance shall give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

END OF REGULATORY REQUIREMENTS