ATTACHMENT A - SCOPE OF WORK
MNT17-01
REBUILT PARTS AND SERVICES

1. GENERAL

Contractor shall provide repair/rebuild services on transit bus parts on an as-needed basis. There is no guarantee of usage.

2. SUMMARY

A. The components for repair/rebuild services include, but are not limited to, Destination Signs, Air Compressors, Alternators, Charge Air Coolers, Connecting Rods, Cylinder Heads, Crank Shafts, Differential Drive Head Assemblies, Radiators, Starters, Steering Gear Boxes, Surge Tanks, Brake Actuators, Condenser Motor, Diversion Pumps, and Transmission Coolers.

B. Contractor shall pick up and return parts to the following location:

Omnitrans
1700 West 5th Street
San Bernardino, CA 92411

C. Omnitrans will give a minimum of twenty-four (24) hour advance notice when an order is to be processed. The Contractor shall provide all service and product lead time in writing to Omnitrans prior to service.

D. Freight will be free on board (FOB) destination.

E. Contractor may rebuild Omnitrans' cores or provide "off the shelf" equal quality rebuilt parts and credit Omnitrans for the cores.

F. Contractor shall provide a quote on all items to be rebuilt or repaired before proceeding. Contractor is responsible for all freight charges. Cores deemed beyond repair shall be disposed by Contractor.

3. MATERIAL/WORKMANSHIP

A. All materials for repair/rebuild of parts shall be provided by Contractor unless specified otherwise.

B. All parts for repair/rebuild must be new, unused and of first or Original Equipment Manufacturer (OEM) quality.

C. Workmanship shall be at least equivalent to acceptable standards practiced within the heavy vehicle repair industry.

4. WARRANTY

All repaired/rebuilt parts shall be warranted to be free from defects for one (1) year beginning on the date of installation or acceptance, except as specified below. Contractor shall submit their written standard limited warranty guarantee(s) for Omnitrans' review upon request.

A. The warranty shall start from the date the equipment is returned to service after the product is installed. Omnitrans' Warranty Coordinator shall show date of installation/acceptance or proof of purchase receipt to qualify for warranty coverage.

B. Any supplier or manufacturer's standard limited warranty coverage greater than that specified above must also be extended to Omnitrans.

5. MINIMUM QUALIFICATION REQUIREMENTS

Contractor shall:

A. Have specific expertise in General Automotive Repair, Medium-Heavy Equipment repair and Heavy Transmission Repair.

B. Have no record of unsatisfactory performance as evidenced by complaints filed with the State of California Bureau of Automotive Repairs (BAR), Omnitrans or any related local agencies.

6. WRITTEN ESTIMATES

Prior to any repairs being performed, Contractor shall prepare a detailed and itemized written estimate. This report shall provide an estimate of the cost and time for recommended work. The estimate will list parts, labor (hours and rate) and any miscellaneous charges (with explanation) and tax.

End Scope of Work

Attachment: Fleet Description

FLEET DESCPRIPTION

Year	Make	Model	Series	Engine	Transmission
2001	New Flyer	C40LF	SR-674	John Deere 8.1L	Allison B400R
2001	New Flyer	C40LF	SR-709	John Deere 8.1L	Allison B400R
2003	New Flyer	C40LF	SR-813	Cummins 8.3L	ZF Trans HP-690
2005	New Flyer	C40LF	SR-842	John Deere 8.1L	ZF Trans HP-690
2009	New Flyer	C40LF	SR-1337	Cummins 8.9 ISL G	Allison B400R
2011	New Flyer	C40LF	SR-1563	Cummins 8.9 ISL G	Allison B400R
2011	New Flyer	C40LF	SR-1564	Cummins 8.9 ISL G	Voith D864.5
2012	New Flyer	XN40	SR-1677	Cummins 8.9 ISL G	Voith D864.5
2014	New Flyer	XN40	SR-1820	Cummins 8.9 ISL G	Voith D864.5
2012	New Flyer	XN60	SR-1565	Cummins 8.9 ISL G	Allison B400R
2015	New Flyer	XN40	SR-1965	Cummins 8.9 ISL G	Allison B400R
2016	New Flyer	XN40	SR-2029	Cummins ISL G	Allison B400R

OmniTrans

CONTRACT AGREEMENT

between

Dartco Transmission Sales and Service, Inc. 1145 N. Red Gum Street Anaheim, CA 92806 (hereinafter "CONTRACTOR") Contact: Jim Peek Telephone: (714) 237-0911 Email: jpeek@dartcotransmission.com	**CONTRACT DOCUMENTS** **CONTRACT NO. MNT17-01A** **Rebuilt Parts and Services**
And	Contract Amount: $44,000
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

This Agreement is made and entered into as of this ____ day of _____, 2016 by 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 Sections 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 November 30, 2019, 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 December 1, 2019 through November 30, 2021, which period encompasses the Initial Term and the two single Option Years.

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 Forty-Four Thousand Dollars ($44,000), 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 first base year 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

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 Attn: 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	Parts Manager
(714) 237-0911	

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.

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**

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

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.

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-MNT17-01 and any and all of its Addenda, Appendices, Exhibits and Attachments; and (3) CONTRACTOR's bid dated September 15, 2016.

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	DARTCO TRANSMISSION SALES AND SERVICE, INC.
_____	_____
P. Scott Graham CEO/General Manager	Jim Peek Vice President
_____	_____
Date	Date

Federal Tax I.D. No. 95-3559381

DP_____

CM_____

ATTACHMENT C - PRICING
MNT17-01A
DARTCO

Unit Price

Item Num	Section	Item Code	Description	Unit	Quantity	Unit Price
79	ELECTRICAL/HYDRAULICS	220911	REBUILT ECU ;NF,THOMAS B400,B300 TRANS	EA	3	$2,280.36
81	ELECTRICAL/HYDRAULICS	220913	REBUILT MODULE ,SR1337(TCM)CIN#4F00FLC0064	EA	12	$493.01

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BUY AMERICA CERTIFICATE (REQUIRED >$100,000)

Submit this form with the BID when the BID calls for:
Steel, Iron and Manufactured Products and/or for Rolling Stock
failure to do so is grounds for disqualification.

One (1) form required of each bidder having greater than a $100,000 share of the bid. Section 337 of the Surface Transportation Assistance Act of 1987, and the regulations in 49 CFR 661, as amended.

1. ☐ The bidder hereby certifies that it will comply with the above requirements and will ensure that the lower tier contractors and subcontractors will also comply with the requirements as referenced above.

2. ☑ The bidder hereby certifies that it cannot comply with the requirements as referenced above, however it may qualify for an exception to the requirement as listed below and or attached hereto.

Bidder's Company Name	Dartco Transmission Sales and Service, Inc.
Legal Structure (corp./partner/proprietor)	Corporation
Principle Office Address	1145 N. Red Gum Street
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	

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

Exceptions as referenced in check box number 2:

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CURRENT CLIENT REFERENCES. MINIMUM OF FIVE (5) REQUIRED

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

Company	OmniTrans
Address	1700 W. 5th Street
City, ST, Zip	San Bernardino, CA 92411
Fax/Phone Numbers	800-966-6428
Contact Name/Title	Rick Barone Project Manager
Type of Engagement	Allison Transmission parts
Company	San Diego Metropolitan Transit
Address	100 16th Street
City, ST, Zip	San Diego, CA
Fax/Phone Numbers	619-238-0100
Contact Name/Title	Thomas Frantz , Supervisor
Type of Engagement	Allison Transmission rebuilt Transmissions and Parts
Company	Orange County Transit Authority
Address	550 S. Main Street
City, ST, Zip	Orange, CA 92868
Fax/Phone Numbers	714-636-7433
Contact Name/Title	Arlene Hahn, Purchasing
Type of Engagement	Allison Transmission Parts and Rebuilt Transmissions
Company	Orange County Fire Authority
Address	1 Fire Authority Road
City, ST, Zip	Irvine, CA 92602
Fax/Phone Numbers	714-573-6000
Contact Name/Title	Rick Oborny Fleet Supervisor
Type of Engagement	Rebuilt Allison Transmissions and parts
Company	Valley Transportation Authority
Address	3331 North First Street, Building A
City, ST, Zip	San Jose, CA 95134
Fax/Phone Numbers	408-321-5843
Contact Name/Title	Kathy Higuchi Buyer
Type of Engagement	Allison OEM Parts

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	

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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 Street
City, ST, Zip	Anaheim, CA 82806
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	

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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 Street

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: 8-17-2016

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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 Street
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	

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

Submit this form with the BID, 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!! CL #
Address
City, ST, Zip
Phone Number Fax Number
Contact Name/Title
Type of Engagement
Type of work to be performed
Dollar value of participation DBE qualified? Yes ☐ No ☐

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

Company CL #
Address
City, ST, Zip
Phone Number Fax 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 Company Name Dartco Transmission Sales and Service, Inc.
Legal Structure (corp./partner/proprietor) Corporation
Principle Office Address 1145 N. Red Gum Street
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

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 Street
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	

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OMNITRANS
IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Section 2200 *et seq.*)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

☒ The Contractor is not:

(i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(ii) a financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ Omnitrans has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, Omnitrans will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Project does not exceed $1,000,000.

Signed _____

Titled Vice President

Firm Dartco Transmission Sales and Service, Inc.

Date 8-17-2016

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

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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.

Allison Transmission warranties all over the counter parts purchases to be free of defects for 6 months.

An original invoice is needed along with the part. Return both items to Dartco Transmission and we will handle the claim with Allison.

Any reimbursement by Allison Transmission will be administered by Dartco Transmission to OmniTrans.

OmniTrans

CONTRACT AGREEMENT

between

Hydraulic Electric Component Supply, Inc. 9316 Wheatlands Road, Suite A Santee, CA 92071 (hereinafter "CONTRACTOR") Contact: John Eckard Telephone: (619) 258-7377 Email: jeckard@hecsbusparts.com	**CONTRACT DOCUMENTS** **CONTRACT NO. MNT17-01B** **Rebuilt Parts and Services**
And	Contract Amount: $61,000
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 B – REGULATORY REQUIREMENTS

ATTACHMENT C - PRICING

This Agreement is made and entered into as of this ____ day of _____, 2016 by 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 Sections 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 November 30, 2019, 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 December 1, 2019 through November 30, 2021, which period encompasses the Initial Term and the two single Option Years.

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 Sixty-One Thousand Dollars ($61,000), 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 first base year 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

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 Wheatsland Road, Suite A Santee, CA 92071 Attn: John Eckard, 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
Matthew Nesbitt	Buyer
John Eckard sales@hecbusparts.com (619) 258-7377	Contract 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.

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**

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

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.

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-MNT17-01 and any and all of its Addenda, Appendices, Exhibits and Attachments; and (3) CONTRACTOR's bid dated September 15, 2016.

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	HYDRAULIC ELECTRIC COMPONENT SUPPLY, INC.
P. Scott Graham CEO/General Manager	John Eckard CEO
Date	Date

Federal Tax I.D. No. 33-0170048

DP JS/bjeg

CM

ATTACHMENT C

MNT17-01B

Hydraulic Electric Component Supply

Unit Price

Item Num	Section	Item Code	Description	Unit	Unit Price
13	COOLING SYSTEM	43000	Rebuilt Surge Tank New Flyer SR585, SR674, SR709 Surge Tank	EA	$490.00
15	COOLING SYSTEM	220137	Rebuilt Surge Tank, New Flyer SR813 Surge Tank	EA	$580.00
17	COOLING SYSTEM	220080	Rebuilt Surge Tank, New Flyer SR1337 Surge Tank	EA	$480.00
19	COOLING SYSTEM	58883	Rebuilt Surge Tank, New Flyer SR842 Surge Tank	EA	$490.00
21	COOLING SYSTEM	220141	Rebuilt Surge Tank, New Flyer SR1563-SR1564 Surge Tank	EA	$590.00
23	COOLING SYSTEM	220145	Rebuilt Surge Tank, New Flyer SR1565 Surge Tank	EA	$670.00
25	COOLING SYSTEM	220149	Rebuilt Surge Tank, New Flyer SR1677 Surge Tank	EA	$490.00
27	COOLING SYSTEM	220891	Rebuilt Surge Tank, New Flyer SR1820 Surge Tank	EA	$490.00
29	COOLING SYSTEM	220893	Rebuilt Surge Tank, New Flyer SR1965 Surge Tank	EA	$490.00
91	ELECTRICAL/HYDRAULICS	218203	REBUILT RELAY,NF OUTPUT CARD	EA	$259.00
93	ELECTRICAL/HYDRAULICS	220929	REBUILT CARD ;NF 24V-DC INPUT	EA	$190.00
95	ELECTRICAL/HYDRAULICS	33514	REBUILT CARD ;NF, OW8 OUTPUT	EA	$140.00
97	ELECTRICAL/HYDRAULICS	220931	REBUILT CARD ;NF 16PT 1V 16 INPUT	EA	$259.00
99	ELECTRICAL/HYDRAULICS	220933	REBUILT SCANNER ;NF REMOTE I/O	EA	$300.00
101	ELECTRICAL/HYDRAULICS	217536	REBUILT BLOCK ;8 IN / 8 OUT I/O	EA	$1,140.00
103	ELECTRICAL/HYDRAULICS	217537	REBUILT BLOCK; 16 IN / 16 OUT I/O	EA	$1,140.00

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BUY AMERICA CERTIFICATE (REQUIRED >$100,000)

Submit this form with the BID when the BID calls for:
Steel, Iron and Manufactured Products and/or for Rolling Stock
failure to do so is grounds for disqualification.

One (1) form required of each bidder having greater than a $100,000 share of the bid. Section 337 of the Surface Transportation Assistance Act of 1987, and the regulations in 49 CFR 661, as amended.

1. ☑ The bidder hereby certifies that it will comply with the above requirements and will ensure that the lower tier contractors and subcontractors will also comply with the requirements as referenced above.

2. ☐ The bidder hereby certifies that it cannot comply with the requirements as referenced above, however it may qualify for an exception to the requirement as listed below and or attached hereto.

Bidder's Company Name	HYDRAULIC ELECTRIC COMPONENT SUPPLY INC.
Legal Structure (corp./partner/proprietor)	CORPORATION
Principle Office Address	9316 WHEATLANDS RD. SUITE A
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	9/14/16 John Eckard

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

Exceptions as referenced in check box number 2:

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BUY AMERICA CERTIFICATE INSTRUCTIONS

1. The Buy America requirement is set forth in Section 165 of the Surface Transportation Act of 1982, as amended by Section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, FTA regulations at 49 CFR Part 661, as amended, and by any guidance issued by FTA.

2. **A Buy America Certificate for *steel, iron and manufactured products and/or for rolling stock* must be completed and submitted with bids/proposals for all procurements of greater than $100,000.00.** A bid/proposal which does not include the completed Certificate will be considered non-responsive. If the Contractor fails to comply, it will be ordered to take the necessary steps to achieve compliance but will not be allowed to change its original Contract price. If the Contractor fails to take the necessary steps to achieve compliance, the Contract will not be awarded or the Contractor will be in breach of the Contract, if awarded.

3. Inclusion of *Certificate of Non-compliance with Section 165 (b) (3)* in a bid/proposal constitutes an application by the bidder/proposer for an exception to the Buy America requirement. If an exception is not granted by FTA, the bid/proposal will be considered non-responsive.

4. Section 164a of the Surface Transportation Assistance Act of 1982, as amended by Section 337 of the Surface Transportation Assistance Act of 1987, permits FTA participation on this Contract only if steel, iron and manufactured products used in the Contract are produced in the United States. These Acts and their implementing regulations set forth the following requirements:

a) Notwithstanding any other provisions of law, the Secretary of Transportation shall not obligate any funds authorized to be appropriated by this Act or by any Act amended by this Act or after the date of enactment of this Act, any funds authorized to be appropriated by Title 23, U.S. Code, the Federal Transit Act, as amended through June 1992, or the Surface Transportation Assistance Act of 1978, and administered by the Department of Transportation unless steel, iron and manufactured products used in such project are produced in the U.S. For a manufactured product to be considered produced in the U.S., all of the manufacturing processes must take place in the U.S. and all items or material used in the product must be of U.S. origin.

b) The provisions of subsection (a) of this section shall not apply where the Secretary finds: (1) that their application would be inconsistent with the public interest; (2) that such materials and products are not products in the U.S. in sufficient and reasonably available quantities and of a satisfactory quality; (3) that inclusion of domestic material will increase the cost of the item or material by more than 25%.

c) In the case of the procurement of bus and other rolling stock (including train control, communication and traction power equipment) under the Federal Transit Act, as amended through June 1992, subsection (a) does not apply if (i) the cost of components which are produced in the U.S. is more than 60% of the total cost of the vehicle or equipment and (ii) final assembly of the vehicle will take place in the U.S. In order for a component to be deemed "produced in the U.S.", the total cost of the subcomponent must meet the same 60% domestic content requirement and be manufactured in the U.S.

A component is any article, material or supply, whether manufactured or unmanufactured, that is directly incorporated into the vehicle or equipment at the final assembly location. A component may be composed of subcomponents. A subcomponent is considered to be 100% of domestic origin if it is manufactured in the U.S. If a component meets the domestic content requirement, then the entire cost of the component may be used in calculating the cost of domestic content of the vehicle or equipment.

If a component is manufactured in the U.S. but contains less than the domestic content requirement, the cost of the domestic subcomponents and the cost of manufacturing the component may be included in the calculation of the domestic content of the vehicle or equipment. The actual cost, not the Contract price, of a component is to be used in calculating the component cost.

For purposes of this subsection (c), in calculating the cost of components, labor costs involved in final assembly shall not be included in the calculation.

(d) Any State may impose more stringent requirements than these on the use of articles, materials and supplies mined, produced or manufactured in foreign countries in projects carried out with Federal assistance.

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CURRENT CLIENT REFERENCES. MINIMUM OF FIVE (5) REQUIRED

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

Company PLEASE SEE ATTACHED
Address
City, ST, Zip
Fax/Phone Numbers
Contact Name/Title
Type of Engagement

Company
Address
City, ST, Zip
Fax/Phone Numbers
Contact Name/Title
Type of Engagement

Company
Address
City, ST, Zip
Fax/Phone Numbers
Contact Name/Title
Type of Engagement

Company
Address
City, ST, Zip
Fax/Phone Numbers
Contact Name/Title
Type of Engagement

Company
Address
City, ST, Zip
Fax/Phone Numbers
Contact Name/Title
Type of Engagement

Bidder's Company Name HYDRAULIC ELECTRIC COMPONENT SUPPLY INC.
Legal Structure (corp./partner/proprietor) CORPORATION
Principle Office Address 9316 WHEATLANDS RD. SUITE A
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

LIST OF REFERENCES

Company: SEPTA
Project: Supply of bus parts
Contact: John Vito
PH: (215) 580-8354
Email: jvito@septa.org

Company: DART
Project: Supply of bus parts
Contact: Denicia Seals
PH: (214) 749-2547
Fax: (214) 749-3604
Email: dseals@dart.org

Company: CT Transit
Project: Supply of bus parts
Contact: Lorna Shipp
PH: (860) 522-8101 Ext: 278
Email: lshipp@cttransit.com

Company: WMATA
Project: Supply of bus parts
Contact: Kathy Hilbers
PH: (301) 955-7166
Email: kvhilbers@wmata.com

Company: Metro Houston
Project: Supply of bus parts
Contact: Shirley Gonzales
PH: (713) 739-4982
Fax: (713) 758-9637
Email: Shirley.gonzales@ridemetro.org

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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. SUITE A

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 9/14/16 JOHN W. ECKARD

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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. SUITE A

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 9/14/16

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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. SUITE A
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	John W. Eckard 9/14/16

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

Submit this form with the BID, 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 CL #
Address
City, ST, Zip
Phone Number Fax Number
Contact Name/Title
Type of Engagement
Type of work to be performed
Dollar value of participation DBE qualified? Yes ☐ No ☐

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

Company CL #
Address
City, ST, Zip
Phone Number Fax 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 Company Name HYDRAULIC ELECTRIC COMPONENT SUPPLY INC.
Legal Structure (corp./partner/proprietor) CORPORATION
Principle Office Address 9316 WHEATLANDS RD.SUITE A
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 9/14/16

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	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. SUITE A
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	9/14/16

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OMNITRANS
IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Section 2200 *et seq.*)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

☑ The Contractor is not:

(i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(ii) a financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ Omnitrans has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, Omnitrans will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Project does not exceed $1,000,000.

Signed _____

Titled CEO

Firm HYDRAULIC ELECTRIC COMPONENT SUPPLY INC.

Date 9/14/16

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

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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.

TO FILE A WARRANTY CLAIM, PLEASE CALL OUR TOLL FREE TELEPHONE NUMBER, 1-800-331-5264

TO REQUEST A RETURN MATERIAL AUTHORIZATION.

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CONTRACT AGREEMENT

between

Romaine Electric Corporation 8811 S. 208th Street PO Box 5069 (98064-5069) Kent, WA 98031 (hereinafter "CONTRACTOR") Contact: Shawn Bray, Dir. Of Operations Telephone: 800) 529-3955 Primary email: rexcobid@romaineelectric.com Secondary email: shawnbray@romaineelectric.com	**CONTRACT DOCUMENTS** **CONTRACT NO. MNT17-01C** **Rebuilt Parts and Services**
And	Contract Amount: $235,000
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 _____, 2016 by and between Omnitrans (hereinafter referred to as "OMNITRANS") and Romaine Electric Corporation (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, OMNITRANS is a joint powers authority organized under Sections 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 November 30, 2019, 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 December 1, 2019 through November 30, 2021, which period encompasses the Initial Term and the two single Option Years.

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 Hundred Thirty-Five Thousand Dollars ($235,000), 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 first base year 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

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: Contract Administrator	Romaine Electric Corporation 8811 S. 208th Street PO Box 5069 (98064-5069) Kent, WA 98031 Attn: Shawn Bray Director of Operations

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
Shawn Bray rexcobid@romaineelectric.com Shawnbray@romaineelectric.com	Director of Operations
Casey Haskin rexcobid@romaineelectric.com caseyhaskin@romaineelectric.com (800) 426-5005 x735	Bids & Heavy Duty Alternator Mgr.
Shelly Cash shellycash@romaineeelctric.com (425) 264-1700 x726	Accounts Receivable

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.

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**

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

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.

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-MNT17-01 and any and all of its Addenda, Appendices, Exhibits and Attachments; and (3) CONTRACTOR's bid dated September 12, 2016.

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	ROMAINE ELECTRIC CORPORATION
P. Scott Graham CEO/General Manager	Shawn Bray Director of Operations
Date	Date

Federal Tax I.D. No. 80-0565086

DP JS hyep

CM

ATTACHMENT C
MNT17-01C
Romaine Electric

Unit Price

Item Num	Section	Item Code	Description	Unit	Unit Price
147	ELECTRICAL/HYDRAULICS	220970	REBUILT: NIEHOFF BRUSHLESS ALTERNATOR SR1565	EA	$1,200.00
148	ELECTRICAL/HYDRAULICS	221222	Core for S/C 220970	EA	$1.00
149	ELECTRICAL/HYDRAULICS	10181	Rebuilt Alternator, New Flyer, BELT DRIVE Alternator SR585,	EA	$574.90
150	ELECTRICAL/HYDRAULICS	221224	Core for S/C 10181	EA	$1.00
151	ELECTRICAL/HYDRAULICS	216858	Rebuilt Alternator, New Flyer - EMP 450 Alternator SR813 to	EA	$914.79
152	ELECTRICAL/HYDRAULICS	221226	Core for S/C 216858	EA	$1.00
153	ELECTRICAL/HYDRAULICS	220884	Rebuilt Alternator, New Flyer Alternator SR1820-SR1965	EA	$1,200.00
154	ELECTRICAL/HYDRAULICS	221228	Core for S/C 220884	EA	$1.00
187	ENGINE	58800	Rebuilt Starter, Cummins 8.3L Starter	EA	$189.00
188	ENGINE	221262	Core for S/C 58800	EA	$1.00
189	ENGINE	218485	Rebuilt Starter, Cummins 8.9L Starter New Flyer SR1337	EA	$139.00
190	ENGINE	221264	Core for S/C 218485	EA	$1.00
191	ENGINE	220129	Rebuilt Starter, Cummins 8.9L Starter New Flyer SR1563-SR1	EA	$169.00
192	ENGINE	221266	Core for S/C 220129	EA	$1.00
193	ENGINE	220334	Rebuilt Starter, Cummins 8.9L Starter New Flyer SR1820-SR1	EA	$169.00
194	ENGINE	221268	Core for S/C 220334	EA	$1.00
195	ENGINE	44297	Rebuilt Starter, John Deere 8.1L Starter	EA	$125.00
196	ENGINE	221270	Core for S/C 44297	EA	$1.00

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BUY AMERICA CERTIFICATE (REQUIRED >$100,000)

Submit this form with the BID when the BID calls for:
Steel, Iron and Manufactured Products and/or for Rolling Stock
failure to do so is grounds for disqualification.

One (1) form required of each bidder having greater than a $100,000 share of the bid. Section 337 of the Surface Transportation Assistance Act of 1987, and the regulations in 49 CFR 661, as amended.

1. ☒ The bidder hereby certifies that it will comply with the above requirements and will ensure that the lower tier contractors and subcontractors will also comply with the requirements as referenced above.

2. ☐ The bidder hereby certifies that it cannot comply with the requirements as referenced above, however it may qualify for an exception to the requirement as listed below and or attached hereto.

Bidder's Company Name	ROMAINE ELECTRIC CORPORATION
Legal Structure (corp./partner/proprietor)	"C" CORPORATION
Principle Office Address	8811 S. 208th ST.
City, ST, Zip	KENT WA. 98031-1203
Phone Number	800-426-5005
Fax Number	206-374-2114
E-Mail	RexcoBID@RomaineElectric.Com
Federal Employer Identification Number	80-0565086
Title of Person Authorized to Sign	BIDS & H.D. ACT. MGR.
Print Name of Person Authorized to Sign	CASEY HASKIN
Date Signed and Authorized Signature	Aug. 17th, 2016 Casey Haskin

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

Exceptions as referenced in check box number 2:

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CURRENT CLIENT REFERENCES. MINIMUM OF FIVE (5) REQUIRED

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

Company: PIERCE COUNTY TRANSIT
Address: 3701 96th ST. S.W. PO BOX 5738
City, ST, Zip: TACOMA WA. 98405
Fax/Phone Numbers: 253-593-4529
Contact Name/Title: CARY
Type of Engagement: REBUILDING + SELLING NEW ALT'S + STARTERS

Company: COMMUNITY TRANSIT
Address: 7100 HARDESON ROAD
City, ST, Zip: EVERETT WA.
Fax/Phone Numbers: 425-348-7180
Contact Name/Title: BOB HINTZ
Type of Engagement: REBUILDING + SELLING NEW ALT'S + STARTERS

Company: TRIMET
Address: 4400 S.E. 17th AV.
City, ST, Zip: PORTLAND OR. 97202
Fax/Phone Numbers: 503-962-4869
Contact Name/Title: MIKE RUSHFELDT
Type of Engagement: REBUILDING EMP 450, SELLING NEW ALT'S + STARTERS

Company: LOS ANGELES MTA
Address: ONE GATEWAY PLAZA
City, ST, Zip: LOS ANGELES CA 90012
Fax/Phone Numbers: 213-922-1026
Contact Name/Title: RICHARD BOTINO
Type of Engagement: SELL NEW 50DN'S, SELLING NEW ALT + STARTERS

Company: MV TRANSPORTATION RENO
Address: 2050 VILLANOVA DR.
City, ST, Zip: RENO NV. 89502
Fax/Phone Numbers: 775-335-1849 F 775-348-0415
Contact Name/Title: LORI ANSPACH
Type of Engagement: REBUILDING ALT'S + STARTER / SELLING NEW

Bidder's Company Name: ROMAINE ELECTRIC CORPORATION
Legal Structure (corp./partner/proprietor): "C" CORPORATION
Principle Office Address: 8811 S. 208th ST
City, ST, Zip: KENT WA. 98031-1203
Phone Number: 800-426-5005
Fax Number: 206-374-2114
E-Mail: REXCOBID@ROMAINEELECTRIC.COM
Federal Employer Identification Number: 80-0565086
Title of Person Authorized to Sign: BIDS + H.D. ALT. MGR.
Print Name of Person Authorized to Sign: CASEY HASKIN
Date Signed and Authorized Signature: AUGUST 17th, 2016 Casey Haskin

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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: ROMAINE ELECTRIC CORPORATION
Legal Structure (corp./partner/proprietor): "C" CORPORATION
Principle Office Address: 8811 S. 208th ST.
City, ST, Zip: KENT WA. 98031-1203
Phone Number: 800-426-5005
Fax Number: 206-374-2114
E-Mail: RexcoBid@RomaineElectric.com
Federal Employer Identification Number: 80-0565086
Title of Person Authorized to Sign: BIDS + H.D. ALT. MGR.
Print Name of Person Authorized to Sign: CASEY HASKIN
Date Signed and Authorized Signature: AUG. 17th, 2014 Casey Haskin

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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 (corp./partnership/sole proprietor): Romaine Electric Corporation "C" Corporation

Principle Office Address: 8811 S. 208th St.

City, ST, Zip: Kent WA, 98031

Phone Number: 800-426-5005

Fax Number: 206-374-2114

E-mail Number: RexcoBid@Romaineelectric.com

Federal Employer I.D. Number: 30-0565086

Title of Person Authorized to Sign: Bids & H.D. Altimer

Print Name Authorized to Sign: Casey Haskin

Authorized Signature: Casey Haskin

Date Signed: 8/17/2016

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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	ROMAINE ELECTRIC CORP.
Legal Structure (corp./partner/proprietor)	"C" CORPORATION
Select One	☑ Prime or ☐ Subcontractor (submit after award)
Principle Office Address	8811 S. 208th ST.
City, ST, Zip	KENT WA. 98031
Phone Number	800-426-5005
Fax Number	206-374-2114
E-Mail	RexcoBid@RomaineElectric.Com
Federal Employer Identification Number	80-0565086
Title of Person Authorized to Sign	BIDS + H.D. ALTIMER
Print Name of Person Authorized to Sign	Casey Haskin
Date Signed and Authorized Signature	Aug. 17th 2014 Casey Haskin

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

Submit this form with the BID, 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 None CL #
Address
City, ST, Zip
Phone Number Fax Number
Contact Name/Title
Type of Engagement
Type of work to be performed
Dollar value of participation DBE qualified? Yes ☐ No ☐

Company None CL #
Address
City, ST, Zip
Phone Number Fax Number
Contact Name/Title
Type of Engagement
Type of work to be performed
Dollar value of participation DBE qualified? Yes ☐ No ☐

Company None CL #
Address
City, ST, Zip
Phone Number Fax 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 Company Name Romaine Electric Corporation
Legal Structure (corp./partner/proprietor) "C" Corporation
Principle Office Address 8811 S. 208th St.
City, ST, Zip Kent WA, 98031
Phone Number 800-426-5025
Fax Number 206-374-2114
E-Mail RexcoBID@RomaineElectric.Com
Federal Employer Identification Number 80-0565086
Title of Person Authorized to Sign Bids, H.D. Altimer,
Print Name of Person Authorized to Sign Casey Haskin
Date Signed and Authorized Signature Aug. 17th 2016 Casey Haskin

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 None
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 None
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 None
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 None
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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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 None
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 None
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 None
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 None
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)

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

Submit this form with the BID, 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 NONE CL #
Address
City, ST, Zip
Phone Number Fax Number
Contact Name/Title
Type of Engagement
Type of work to be performed
Dollar value of participation DBE qualified? Yes ☐ No ☐

Company None CL #
Address
City, ST, Zip
Phone Number Fax Number
Contact Name/Title
Type of Engagement
Type of work to be performed
Dollar value of participation DBE qualified? Yes ☐ No ☐

Company None CL #
Address
City, ST, Zip
Phone Number Fax 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 Company Name ROMAINE ELECTRIC CORPORATION
Legal Structure (corp./partner/proprietor) "C" CORPORATION
Principle Office Address 8811 S. 208th ST.
City, ST, Zip KENT WA, 98031
Phone Number 800-426-5005
Fax Number 206-374-2114
E-Mail BEXCOBID@ROMAINEELECTRIC.COM
Federal Employer Identification Number 80-0565086
Title of Person Authorized to Sign BIDS, H.D. ALT. MGR.
Print Name of Person Authorized to Sign CASEY HASKIN
Date Signed and Authorized Signature AUG. 17th 2016 Casey Haskin

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	Romaine Electric Corp.
Legal Structure (corp./partner/proprietor)	"C" Corporation
Select One	☒ Prime or ☐ Subcontractor (submit after award)
Principle Office Address	8811 S. 208th St.
City, ST, Zip	Kent WA. 98031
Phone Number	800-426-5005
Fax Number	206-374-2114
E-Mail	RexcoBid@RomaineElectric.Com
Federal Employer Identification Number	80-0565086
Title of Person Authorized to Sign	Bids & H.D. Alt. Mgr.
Print Name of Person Authorized to Sign	Casey Haskin
Date Signed and Authorized Signature	Aug. 17th, 2016 Casey Haskin

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OMNITRANS
IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Section 2200 *et seq.*)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

☒ The Contractor is not:

(i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(ii) a financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ Omnitrans has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, Omnitrans will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Project does not exceed $1,000,000.

Signed Casey Haskin

Titled BIDS & H.R. ASST. MGR.

Firm ROMAINE ELECTRIC CORP.

Date Aug. 17th, 2016

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

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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 Romaine Electric Warranty Claim Policies and Procedures

WARRANTY CLAIM PROCEDURES

Romaine Electric Warranty Policies

Warranty Transaction Method;

The method of warranty transaction shall be made by unit replacement using a genuine Romaine Electric remanufactured or new unit, or credit to your account. Special circumstances can result in the repair of the unit. Approval to deviate must be authorized prior to the warranty transaction. Any deviation, without prior approval, will result in your claim being denied. Credit will be issued within thirty (30) days after receipt of the claim.

Warranty Allowances;

a. **Warranty Period: New units warranty is 12 months. Remanufactured units warranty is 12 months.**
b. Satisfactory defects during the warranty period shall be covered under warranty.
c. No warranty claim numbers can be used twice.
d. Warranty does not cover any labor cost incurred due to the diagnosis of defects, removal or reinstallation of product, or any other consequential expenses.
e. Claims must be received no later than three (3) months from failure date.

Warranty Limitations;

The flowing cases shall not be covered by the Romaine Electric Corporation warranty policy;
a. Malfunctions resulting from misuse, negligence, accident, customer damage, alternations not approved, improper installation, lack of performance of normal maintenance services.
b. Loss of time, inconvenience, loss of use of the OEM equipment or other consequential damages.
c. Repairs made by non-authorized agents.
d. Units analyzed and found not to be defective.
e. Travel expenses and or towing are not covered under warranty.
f. Expenses other than unit cost and repair and normal handling allowances are not covered under normal warranty. If you have any questions please contact Romaine Electric at 800-426-5005 or fax your questions to 425-264-0488.

Warranty Claim Process;

a. Verify that the unit turned in for warranty is within the guidelines set forth in this document.
b. Determine that the unit is defective.
c. If the unit is not warrantable, inform the customer.
d. If the unit is warrantable, replace the defective unit with a genuine Romaine Electric new or remanufactured unit.
e. For warrantable product, complete the claim form appropriately and mail, fax or e-mail to Romaine Electric.
f. A dated purchase receipt, repair order, or written proof that the failed product is within the warranty period is required. Also required is a copy of the invoice for the replacement part clearly showing the purchase date, part number, and serial number.
g. Complete the warranty form and include it and all paperwork inside the box or attached to the unit in a sealed plastic bag.
h. Romaine Electric will perform an analysis and determine the reason for failure. If the claim is accepted, the unit will be matched to the claim and your account will be credited with a replacement unit or credit.
I. Conformation of the credit will be mailed, faxed or e-mailed to you.
j. If **Romaine Electric has a diagnosis of a unit as non-warrantable, you will be assessed an evaluation charge of $65.00** and the disassembled unit can be returned to you via Freight Collect.
k. All warranty returns require an RGA number. This fee can be waived if this is not a reoccurring theme, and is agreed upon by both parties involved.

Claim Form Instructions;

The instructions below are for warranty reimbursement;

a. The warranty claim form must be completed in detail for each warranty unit.
b. One claim form should be submitted for each unit returned.
c. The distributor should keep a copy on file along with a copy of the Bill of Lading to verify the unit was shipped to Romaine Electric.(The warranty claim paperwork is very important. It should be completed and attached to each unit returned. If the claim and the unit become separated during shipment this complicates the process in determining who receives the warranty credit. Please be sure to include your warranty claim number.)

Completing The Form;

a. Claim Number; A number assigned by the store. This number must be unique to each claim submitted and cannot be used more than once.
b. Claim Date; Current date or date that the claim is submitted.
c. **Distributor Information;**
d. Account Number, Your Romaine Electric Customer Account Number, Name, Address, City, State, Zip, Telephone, E-mail.
e. **Failed Part Information;**
f. Vech. Model/Series; Type of vehicle, model of vehicle, series of vehicle. (i.e.; New Flyer, Nabi)
g. Eng. Serial #; Serial number of the engine.
h. Make; Specifics of engine. (i.e. LFW, S50)
i. VIN; Vehicle identification number.
j. Install Mileage; The mileage when the unit is installed.
k. Fail Mileage; The mileage when the unit failed.
l. Failed Part Number; The part number of the unit that failed.
m. In Service Date; The date the unit is installed.
n. Failure Date; The date the unit failed.
o. Part number of the unit removed; Unit part number.
p. Serial Number; Serial number stamped on unit removed.
q. Original Purchase Invoice Receipt # W/Date; Invoice original unit was sold.
r. Replacement Purchase Invoice # W/Date; Invoice of the new replacement unit.
s. Work Order #; If applicable, the work order number of the replacement unit being installed.
t. Specific Reason For Repair/Replacement; What the identified trouble is. What has led to replacing the alternator?
u. **Freight & Shipping;**
v. Send All 50DN Warranty Parts & Claims To; Romaine Electric does not pay for freight on warranties up front. Your shipper & bill of lading information, shipping the product to Romaine Electric, Kent Washington.
w. RGA Required For All Warranty Returns; The returned goods authorization number that you have previously acquired from speaking with an authorized Romaine Electric Representative.

Freight & Shipping Instructions;

Romaine Electric does not pay the incoming freight for warranty units. Contact Romaine Electric for an RGA Number and Shipping advisement instructions for all units being returned for warranty.

All Warranty Returns Must Have An RGA And Ship To:

Romaine Electric Corporation, 8811 S. 208th St., Kent Washington 98031
Failure To Acquire An RGA Before Sending In Warranty Units Can Result In NO Or DELAYED Credit!
Remember To Attach Warranty Paperwork In A Sealed Plastic Bag To Each Warranty Unit!

Romaine Electric

Authorization Letter

To whom it may concern;

I Nick Staub, authorize on my behalf the following individuals to act as my liaisons and representatives for the purpose of executing, signing contracts, and bid submittals, as the president of Romaine Electric Corporation.

Shawn Bray

Casey Haskin

Casey Haskin

Best Regards

Nick Staub

Romaine Electric Corporation

8811 S. 208th St

Kent, WA. 98031

P: 425-264-1701 F: 206-374-2109

Romaine Electric

OmniTrans

CONTRACT AGREEMENT

between

TruckPro 14553 Fontlee Lane Fontana, CA 92335	**CONTRACT DOCUMENTS** **CONTRACT NO. MNT17-01D** **Rebuilt Parts and Services**
(hereinafter "CONTRACTOR") Contact: George Boulden Telephone: (909) 829-9206 Email: george.boulden@truckpro.com	
And	Contract Amount: $165,000
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

OmniTrans

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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 _____, 2016 by and between Omnitrans (hereinafter referred to as "OMNITRANS") and TruckPro (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, OMNITRANS is a joint powers authority organized under Sections 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 November 30, 2019, 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 December 1, 2019 through November 30, 2021, which period encompasses the Initial Term and the two single Option Years.

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 One Hundred Sixty-Five Thousand Dollars ($165,000), 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 first base year 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

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	TruckPro 14553 Fontlee Lane Fontana, CA 92335 Attn: George Boulden Branch 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
George Boulden	Branch 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.

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**

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

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.

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-MNT17-01 and any and all of its Addenda, Appendices, Exhibits and Attachments; and (3) CONTRACTOR's bid dated September 12, 2016.

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	TRUCKPRO
_____	_____
P. Scott Graham CEO/General Manager	George Boulden Branch Manager
_____	_____
Date	Date

Federal Tax I.D. No. 20-5209933

DP_____

CM_____

ATTACHMENT C
MNT17-01D
TruckPro

Unit Price

Item Num	Section	Item Code	Description	Unit	Unit Price
155	ENGINE	54668	Rebuilt Air Compressor, 8.1 L John Deere	EA	$339.00
157	ENGINE	47704	Rebuilt Air Compressor, 8.3 L Cummins	EA	$485.00
159	ENGINE	216388	Rebuilt Air Compressor, 8.9L Cummins SR1337	EA	$485.00
161	ENGINE	220322	Rebuilt Air Compressor, 8.9L Cummins SR1563-SR1965	EA	$485.00
163	ENGINE	43059	Rebuilt Connecting Rod, Cummins 8.3L Connecting Rods (6)	EA	$75.00
165	ENGINE	220108	Rebuilt Connecting Rod, Cummins 8.9L Connecting Rods (6)	EA	$75.00
167	ENGINE	217883	Rebuilt Connecting Rod, John Deere 8.1L Connecting Rods (6)	EA	$75.00
173	ENGINE	217496	Rebuilt Cylinder Head, John Deere 8.1L Cylinder Head	EA	$1,350.00

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BUY AMERICA CERTIFICATE (REQUIRED >$100,000)

Submit this form with the BID when the BID calls for:
Steel, Iron and Manufactured Products and/or for Rolling Stock
failure to do so is grounds for disqualification.

One (1) form required of each bidder having greater than a $100,000 share of the bid. Section 337 of the Surface Transportation Assistance Act of 1987, and the regulations in 49 CFR 661, as amended.

1. ☑ The bidder hereby certifies that it will comply with the above requirements and will ensure that the lower tier contractors and subcontractors will also comply with the requirements as referenced above.

2. ☐ The bidder hereby certifies that it cannot comply with the requirements as referenced above, however it may qualify for an exception to the requirement as listed below and or attached hereto.

Bidder's Company Name	TRUCK PRO
Legal Structure (corp./partner/proprietor)	Corp
Principle Office Address	14113 Fourteen
City, ST, Zip	Fontana CA
Phone Number	909 829 9206
Fax Number	909 829 1136
E-Mail	George.Bowen@truckpro.com
Federal Employer Identification Number	20-5209933
Title of Person Authorized to Sign	Branch manager
Print Name of Person Authorized to Sign	George Bowen
Date Signed and Authorized Signature	[signature] 8/23/16

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

Exceptions as referenced in check box number 2:

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CURRENT CLIENT REFERENCES. MINIMUM OF FIVE (5) REQUIRED

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

Company	County of Riverside
Address	14310 Frederick St
City, ST, Zip	Moreno Valley CA
Fax/Phone Numbers	
Contact Name/Title	
Type of Engagement	Parts
Company	City of Riverside
Address	3900 Main St
City, ST, Zip	Riverside CA
Fax/Phone Numbers	
Contact Name/Title	
Type of Engagement	Parts
Company	City of Redlands
Address	PO Box 3005
City, ST, Zip	Redlands CA
Fax/Phone Numbers	
Contact Name/Title	
Type of Engagement	Parts
Company	City of Ontario
Address	303 East B St
City, ST, Zip	Ontario CA 91761
Fax/Phone Numbers	
Contact Name/Title	
Type of Engagement	Parts
Company	County of San Bernardino
Address	210 N Lena Rd
City, ST, Zip	San Bernardino CA
Fax/Phone Numbers	
Contact Name/Title	
Type of Engagement	Parts

Bidder's Company Name	Freeway
Legal Structure (corp./partner/proprietor)	Corp
Principle Office Address	14577 Fontrose Dr
City, ST, Zip	Fontana CA
Phone Number	909 829 9206
Fax Number	909 829 1136
E-Mail	George.Bourkin@freeway.com
Federal Employer Identification Number	20-5209933
Title of Person Authorized to Sign	Branch Mgr
Print Name of Person Authorized to Sign	George Bourkin
Date Signed and Authorized Signature	[signature] 8/18/16

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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	TRUCK PRO
Legal Structure (corp./partner/proprietor)	CORP
Principle Office Address	14373 FERNICE LN
City, ST, Zip	FONTANA CA 92533
Phone Number	909 829 9206
Fax Number	909 829 1136
E-Mail	GEORGE.BOURGEN@TRUCKPRO.COM
Federal Employer Identification Number	20-5209953
Title of Person Authorized to Sign	~~[illegible]~~ BR MGR
Print Name of Person Authorized to Sign	GEORGE BOURGEN
Date Signed and Authorized Signature	[signature] 8/23/12

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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: TRUCK PRO
(corp./partnership/sole proprietor): CORP
Principle Office Address: 14553 FONTAGE DR
City, ST, Zip: FONTANA CA 92335
Phone Number: 909 829 9206
Fax Number: 909 829 1136
E-mail Number: GEORGE.BOURSIER@TRUCKPRO.COM
Federal Employer I.D. Number: 30-5209933
Title of Person Authorized to Sign: PARTS MGR.
Print Name Authorized to Sign: GEORGE BOURSIER
Authorized Signature: [signature]
Date Signed: 8/23/12

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

Submit this form with the BID, 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 _____ CL # _____
Address _____
City, ST, Zip _____
Phone Number _____ Fax Number _____
Contact Name/Title _____
Type of Engagement _____
Type of work to be performed _____
Dollar value of participation _____ DBE qualified? Yes ☐ No ☐

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

Company _____ CL # _____
Address _____
City, ST, Zip _____
Phone Number _____ Fax 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 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 _____

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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OMNITRANS
IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Section 2200 *et seq.*)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

☐ The Contractor is not:

(i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(ii) a financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ Omnitrans has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, Omnitrans will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Project does not exceed $1,000,000.

Signed_____

Titled_____

Firm_____

Date_____

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

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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.

PRODUCTS ARE SUBJECT TO MFG WARRANTYS

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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	TRUCK AID
Legal Structure (corp./partner/proprietor)	CORP
Select One	☐ Prime or ☐ Subcontractor (submit after award)
Principle Office Address	14573 FONTICA LN
City, ST, Zip	FONTANA CA 92335
Phone Number	909 829 9206
Fax Number	909 829 1136
E-Mail	GEORGE.BURDEN@TRUCKAID.COM
Federal Employer Identification Number	20-5209933
Title of Person Authorized to Sign	PRESIDENT
Print Name of Person Authorized to Sign	GEORGE BURDEN
Date Signed and Authorized Signature	[signature]

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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	TRUCK PRO
Legal Structure (corp./partner/proprietor)	CORP
Select One	☐ Prime or ☐ Subcontractor (submit after award)
Principle Office Address	14553 FONTAINE CN
City, ST, Zip	FONTANA CA 92335
Phone Number	909 829 9200
Fax Number	909 829-1136
E-Mail	GEORGE.BOLDEN@TRUCKPRO.COM
Federal Employer Identification Number	20-5209533
Title of Person Authorized to Sign	GEORGE BOLDEN MGR
Print Name of Person Authorized to Sign	GEORGE BOLDEN
Date Signed and Authorized Signature	10/14/16

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CONTRACT AGREEMENT

between

Cummins Pacific LLC 1939 Deere Avenue Irvine, CA 92606	**CONTRACT DOCUMENTS** **CONTRACT NO. MNT17-01E** **Rebuilt Parts and Services**
(hereinafter "CONTRACTOR") Contact: P C Fang Telephone: (949) 253-6046 Email: pc.c.fang@cummins.com	
And	Contract Amount: $93,000
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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ATTACHMENT C - PRICING

This Agreement is made and entered into as of this ____ day of _____, 2016 by 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 Sections 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 November 30, 2019, 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 December 1, 2019 through November 30, 2021 which period encompasses the Initial Term and the two single Option Years.

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 Ninety-Three Thousand Dollars ($93,000) 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 first base year 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

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 1393 Deere Avenue Irvine, CA 92606 Attn: P C Fang General Manager - Materials

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
P C Fang	General Manager – Materials
Simon Tai	Process orders; coordinate issues

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.

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**

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

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.

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-MNT17-01 and any and all of its Addenda, Appendices, Exhibits and Attachments; and (3) CONTRACTOR's bid dated September 2, 2016.

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	CUMMINS PACIFIC LLC
_____	_____
P. Scott Graham CEO/General Manager	P C Fang General Manager - Materials
_____	_____
Date	Date

Federal Tax I.D. No. 03-0480510

DP_____

CM_____

Bid Results for Rebuilt Parts and Services (IFB-MNT17-01)

ATTACHMENT C
Cummins Pacific

Unit Price

Item Num	Section	Item Code	Description	Unit	Unit Price
181	ENGINE	29132	Rebuilt Turbocharger, Cummins 8.3L Turbocharger	EA	$1,091.85
182	ENGINE	221256	Core for S/C 29132	EA	$240.00
183	ENGINE	218649	Rebuilt Turbocharger, Cummins 8.9L Turbocharger	EA	$1,204.80
184	ENGINE	221258	Core for S/C 218649	EA	$240.00

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BUY AMERICA CERTIFICATE (REQUIRED >$100,000)

Submit this form with the BID when the BID calls for:
Steel, Iron and Manufactured Products and/or for Rolling Stock
failure to do so is grounds for disqualification.

One (1) form required of each bidder having greater than a $100,000 share of the bid. Section 337 of the Surface Transportation Assistance Act of 1987, and the regulations in 49 CFR 661, as amended.

1. ☒ The bidder hereby certifies that it will comply with the above requirements and will ensure that the lower tier contractors and subcontractors will also comply with the requirements as referenced above.

2. ☐ The bidder hereby certifies that it cannot comply with the requirements as referenced above, however it may qualify for an exception to the requirement as listed below and or attached hereto.

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: TRANSIT ACCOUNT MANAGER
Print Name of Person Authorized to Sign: DOUG SPERRY
Date Signed and Authorized Signature: 8-22-16

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

Exceptions as referenced in check box number 2:

N/A

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CURRENT CLIENT REFERENCES. MINIMUM OF FIVE (5) REQUIRED

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

Company LA METRO
Address 470 BAUCHET STREET
City, ST, Zip LOS ANGELES, CA 90012
Fax/Phone Numbers 213-922-5719 FAX 213-922-5895 PHONE
Contact Name/Title DAN QUIGG / EQUIPMENT MAINTENANCE MANAGER
Type of Engagement ENGINE SALES (REPOWERS) PARTS & SERVICE SUPPORT

Company OCTA
Address 4301 MACARTHUR
City, ST, Zip SANTA ANA, CA 92704
Fax/Phone Numbers 714-668-4573 FAX 714-668-4574 PHONE
Contact Name/Title BILL HARLBE / SECTION MANAGER-TRANSIT TECH. SERVICES
Type of Engagement ENGINE SALES (REPOWERS) PARTS & SERVICE SUPPORT

Company RIVERSIDE TRANSIT AGENCY
Address 1825 THIRD STREET
City, ST, Zip RIVERSIDE, CA 92517
Fax/Phone Numbers 951-565-5033 FAX 951-565-5032 PHONE
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
Fax/Phone Numbers 310-399-6275 FAX 310-458-1975 EXT. 5009 PHONE
Contact Name/Title GETTY MODICA / TRANSIT MAINTENANCE OFFICER
Type of Engagement ENGINE OVERHAULS, PARTS & SERVICE SUPPORT

Company CITY OF CULVER CITY
Address 4343 DUQUESNE AVE.
City, ST, Zip CULVER CITY, CA 90232
Fax/Phone Numbers 310-253-6564 FAX 310-253-6520 PHONE
Contact Name/Title PAUL CONDRAN / EQUIPMENT MAINTENANCE MANAGER
Type of Engagement ENGINE SALES (REPOWERS) PARTS & SERVICE SUPPORT

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 TRANSIT ACCOUNT MANAGER
Print Name of Person Authorized to Sign DOUG SPERRY
Date Signed and Authorized Signature 8-22-16

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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 TRANSIT ACCOUNT MANAGER

Print Name of Person Authorized to Sign DOUG SPERRY

Date Signed and Authorized Signature 8-22-16

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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 TRANSIT ACCOUNT MANAGER
Print Name Authorized to Sign DOUG SPERRY
Authorized Signature
Date Signed 8-22-16

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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: TRANSIT ACCOUNT MANAGER
Print Name of Person Authorized to Sign: DOUG SPERRY
Date Signed and Authorized Signature: 8-22-16

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

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

Company CL #
Address
City, ST, Zip
Phone Number Fax 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 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
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Federal Employer Identification Number 03-0480510
Title of Person Authorized to Sign TRANSIT ACCOUNT MANAGER
Print Name of Person Authorized to Sign DOUG SPERRY
Date Signed and Authorized Signature 8-22-16

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)

OmniTrans

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: TRANSIT ACCOUNT MANAGER

Print Name of Person Authorized to Sign: DOUG SPERRY

Date Signed and Authorized Signature: 8-22-16

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OMNITRANS
IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Section 2200 *et seq.*)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

☑ The Contractor is not:

(i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(ii) a financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ Omnitrans has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, Omnitrans will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Project does not exceed $1,000,000.

Signed _____

Titled TRANSIT ACCOUNT MANAGER

Firm CUMMINS PACIFIC, LLC

Date 8-22-16

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

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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.

NEW PARTS WARRANTY

Coverage

Products Warranted

This Warranty applies to new Parts sold by Cummins when used on or with its Engines less than 10L which are purchased by the first user on or after January 1, 2013. It applies anywhere in the world where Cummins approved service is available through a Cummins distributor. Additionally, this warranty applies to starters and alternators sold for use on non-Cummins engines.

Coverage

This Warranty covers any failures of the Parts, under normal use and service, which result from defects in material or factory workmanship (Warrantable Failures). The Coverage duration is for one year, 100,000 miles or 3,600 hours of operation or specified maintenance interval, whichever occurs first, after the date of first installation.

This Warranty is made to all Owners in the chain of distribution and Coverage continues to all subsequent Owners until the end of the periods of Coverage.

Cummins Responsibilities

Cummins will pay for all parts and labor needed to repair the damage to the Engine resulting from the Warrantable Failure.

Cummins will pay for the lubricating oil, antifreeze, filter elements, belts, hoses and other maintenance items that are not reusable due to the Warrantable Failure.

Cummins will pay reasonable labor costs for Engine removal and reinstallation when necessary to repair a Warrantable Failure.

Owner Responsibilities

At the time when the Parts are installed, Owner is responsible for the preparation of a written record containing the following: (1) the date of installation of the Parts; (2) the Engine serial number; (3) the Engine miles, hours or kilometers of operation; (4) the Parts installed; and (5) the location of the Parts in the Engine. The purpose of this record is to protect Owner's interests and support any claim for a Warrantable Failure.

Owner is responsible for the operation and maintenance of the Engine as specified in Cummins Operation and Maintenance Manuals. Owner is also responsible for providing proof that all recommended maintenance has been performed.

Before expiration of the applicable Warranty, Owner must notify a Cummins distributor, authorized dealer or other repair location approved by Cummins of any Warrantable Failure and make the Engine available for repair by such facility. Owner must also deliver the Engine to the repair facility. Locations in the United States and Canada are listed in the United States and Canada Sales and Service Directory; other locations are listed in the Cummins International Sales and Service Directory.

Owner is responsible for the cost of lubricating oil, antifreeze, filter elements and other maintenance items provided during Warranty repairs unless such items are not reusable due to a Warrantable Failure.

Owner is responsible for communication expenses, meals, lodging and similar costs incurred by Owner as a result of a Warrantable Failure.

Owner is responsible for non-Engine repairs and for "downtime" expenses, cargo damage, fines, all applicable taxes, all business costs and other losses resulting from a Warrantable Failure.

Limitations

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolant or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or air intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine. Cummins is also not responsible for failures caused by incorrect fuel or by water, dirt or other contaminants in the fuel.

Except for fuel pumps, Cummins does not warrant parts supplied by Cummins which bear the name of another company. This category of parts includes, but is not limited to: hydraulic pumps, alternators, starters, fans, air conditioning compressors, clutches, filters, power steering pumps, transmissions, torque converters, marine gears, air cleaners, non-Cummins air compressors and Engine compression brakes.

Before a claim for excessive oil consumption will be considered, Owner must submit adequate documentation to show that consumption exceeds Cummins published standards.

Parts used to repair a Warrantable Failure may be new Cummins parts, Cummins ReCon® parts or repaired parts. Cummins is not responsible for failures resulting from the use of parts not approved by Cummins.

A new Cummins or Cummins ReCon® part used to repair a Warrantable Failure assumes the identity of the part it replaced and is entitled to the remaining Coverage hereunder.

This Warranty does not apply to parts furnished by Cummins at no charge to the Owner.

Cummins Inc. reserves the right to interrogate Electronic Control Module (ECM) data for purposes of failure analysis.

CUMMINS DOES NOT COVER WEAR OR WEAROUT OF COVERED PARTS.

CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGE.

RECON PARTS WARRANTY

Coverage

This Warranty Coverage is effective on January 1, 2013 and pertains only to Cummins ReCon parts and components "ReCon Parts" installed after this date.

Products Warranted

This Warranty applies to ReCon Parts originally manufactured or distributed by Cummins Inc. "Cummins" that are remanufactured by Cummins ReCon under the trademark "Cummins" or "Cummins ReCon" anywhere in the world where Cummins approved service is available*.

Base Warranty

All Engines 18L And Below, Except Electrics

This Warranty covers any failures of ReCon Parts which result, under normal use and service, from defects in Cummins material or factory workmanship. This Coverage extends for one year or 100,000 miles (160,935 km) or 3,600 hours of operation, whichever occurs first, from date of first installation.

ReCon HHP Components For Engines 19L And Above

This Warranty covers any failures of ReCon HHP components for Engines 19L and above, excluding those Warranted separately, which result, under normal use and service, from defects in Cummins material or factory workmanship. This Coverage extends for one year, unlimited miles/hours of operation, from the date of the first installation.

Premium Gold Cylinder Heads

This Warranty covers any failures of Premium Gold Cylinder Heads (Part Numbers 3652600RX, 3652807RX, 3652808RX, 3675504RX, 3675505RX, 3675506RX) which result, under normal use and service, from defects in Cummins material or factory workmanship. This Coverage extends for two years or 200,000 miles (321,870 km) or 7,200 hours of operation, whichever occurs first, from the date of first installation.

ReCon High Volume Water Pumps

This Warranty covers any failures of ReCon high volume water pumps (Part Numbers AR45184RX, AR45184/1RX, AR45090RX, AR45090/1RX, 3045943RX, 3801708RX, 3801715RX, 3801788RX, 3803138RX, 3803605RX only) which result, under normal use and service, from defects in Cummins material or factory workmanship.

This Coverage extends for two years or 200,000 miles (321,870 km) or 7,200 hours of operation, whichever occurs first, from the date of first installation.

ReCon Less Than 10L Injectors And Fuel Pumps

This Warranty covers any failures of B & C Series injectors and fuel pumps which result, under normal use and service, from defects in Cummins material or factory workmanship. This Coverage extends for one year, unlimited miles/hours of operation, from date of the first installation.

ReCon PX Injectors

This Warranty covers any failures of PX injectors for the M11, ISM, ISX, L10, N14, QSM, QSX Engines which result, under normal use and service, from defects in Cummins material or factory workmanship. This Coverage extends for two years or 125,000 miles (201,168 km) or 3,600 hours of operation, whichever occurs first, from the date of first installation.

ReCon RX Injectors

This Warranty covers any failures of RX injectors which result, under normal use and service, from defects in Cummins material or factory workmanship. This Coverage extends for one year, unlimited miles/hours of operation in North America, and one year, unlimited miles/hours of operation in Mexico, from the date of first installation.

ReCon Electrics

This Warranty applies to Cummins ReCon starters, alternators, solenoids and parallel switches "Electrics" originally manufactured or distributed by Cummins Inc. "Cummins" that are remanufactured by Cummins ReCon and marketed by Cummins ReCon under the trademark "Cummins" or "Cummins ReCon" anywhere in the world where Cummins approved service is available. This Warranty extends for one year, unlimited mileage/hours, from the date of first installation.

ReCon XX Products

This Warranty covers any failures of XX ECMs, which result, under normal use and service, from defects in Cummins material or factory workmanship. This Coverage extends for six months, unlimited miles/hours of operation, from the date of first installation.

This Warranty also covers failures of other XX products installed on Engines in the following serial number ranges when the failure occurs: 41000001 – 42999999, 51000001 – 51999999, 53000001 – 53099999, 69000001 – 69999999, 71000001 – 71999999, 85000001 – 85900000, 87000001 – 87999999, 89000001 – 89999999, 90000000 – 90999999; which result, under normal use and service, from defects in Cummins material or factory workmanship. This coverage extends for six months, unlimited miles/hours of operation, from the date of first installation.

Extended Major Components

The Extended Major Components Warranty available on HHP Engines 19L and above covers Warrantable Failures of the Engine cylinder block, camshaft, crankshaft and connecting rods (Covered Parts). This Coverage begins with the expiration of the Base Warranty and ends three years, 300,000 miles (482,804 km) or 10,800 hours of operation, whichever occurs first, from the date of first installation.

Bushing and bearing failures are NOT covered.

Cummins ReCon Responsibilities

Cummins ReCon will pay for all covered parts and labor (except Celect RX Injectors & ReCon XX Products) when needed to repair the Engine as a result of a Warrantable Failure. For all Cummins ReCon HHP parts for Engines 19L and above, parts, labor and travel is covered when needed to repair the Engine as a result of a Warrantable Failure.

When the parts are installed in a non-automotive Engine, Cummins will pay reasonable costs for mechanics to travel to and from the location of the Engine, including meals, mileage and lodging, when the repair is performed at the site of the failure.

Only parts and assemblies remanufactured by Cummins ReCon or new genuine Cummins parts and assemblies will be used in making the repair.

Cummins ReCon will pay reasonable costs for maintenance items (oil, filters, antifreeze) damaged as a result of a Warrantable Failure. Cummins ReCon will pay reasonable labor costs for Engine removal and reinstallation when necessary to repair a Warrantable Failure.

Owner Responsibilities

Owner is responsible for the cost of lubricating oil, antifreeze, filter elements, belts, hoses and other maintenance items replaced during the repair.

Owner is responsible for the operation and maintenance of the Engine as specified in the applicable Cummins Operation and Maintenance Manuals.

At the time Cummins ReCon Parts are installed, Owner is responsible for the preparation of a written record containing the following:

1 the date of installation of the Parts

2 the Engine serial number

3 the Engine miles, hours or kilometers of operation

4 the Parts installed

5 the location of the Parts in the Engine

The purpose of this record is to protect the Owner's interests and to support any claim for a Warrantable Failure. Before the expiration of the Warranty, Owner must notify a Cummins distributor, authorized dealer or other repair location* approved by Cummins of any Warrantable Failure and deliver the Engine to such facility for repair.

Owner is responsible for all travel, towing, communication expenses, meals, lodging and similar costs incurred by Owner as a result of a Warrantable Failure.

Owner is responsible for "downtime" expenses and all business costs and losses resulting from a Warrantable Failure.

Cummins ReCon is not responsible for incidental or consequential damages.

Limitations

Cummins ReCon is not responsible for failures resulting from Owner or Operator abuse or neglect, such as: operation without adequate coolant, fuel or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or air intake systems; improper storage, starting, warm-up, run-in or shutdown practices; defective electrical wiring, electrical harness, electrical connectors, batteries or other related electrical components which caused the Electrics to fail or improper installation or misapplication, such as installing a 12 volt component on a 24 volt system. This Warranty does not cover maintenance items, excessive labor or call-out charges. Only Cummins ReCon Parts are to be used in making Warranty repairs unless authorized by Cummins ReCon Product Support.

Cummins Inc. reserves the right to interrogate Electronic Control Module (ECM) data for purposes of failure analysis.

These Warranties are the sole Warranties of Cummins ReCon® applicable to Electrics. Cummins ReCon makes no other Warranties, express or implied, or of merchantability or fitness for a particular purpose.

These Warranties are made to Owners in the chain of distribution and to the first retail purchaser only. They do not extend to subsequent purchasers.

* Service locations are listed on the Cummins Worldwide Service Locator at cummins.com.

OmniTrans

CONTRACT AGREEMENT

between

Wayne Electric Company 1560 W. Anaheim Street Long Beach, CA 90813 (hereinafter "CONTRACTOR") Contact: Mark Harmeier Telephone: (562) 432-0928 Email: wayne.electric@yahoo.com	**CONTRACT DOCUMENTS** **CONTRACT NO. MNT17-01F** **Rebuilt Parts and Services**
And	Contract Amount: $4,700
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

This Agreement is made and entered into as of this ____ day of _____, 2016 by and between Omnitrans (hereinafter referred to as "OMNITRANS") and Wayne Electric Company (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, OMNITRANS is a joint powers authority organized under Sections 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 November 30, 2019, 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 December 1, 2019 through November 30, 2021, which period encompasses the Initial Term and the two single Option Years.

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 Four Thousand Seven Hundred Dollars ($4,700) 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 first base year 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

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	Wayne Electric Company 1560 W. Anaheim Street Long Beach, CA 90813 Attn: Mark Harmeier 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
Vicki Webb (562) 423-0928 Office (562) 212-0148 Cell	Sales Representative
Steve Dickson (562) 432-0928	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.

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**

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

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.

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-MNT17-01 and any and all of its Addenda, Appendices, Exhibits and Attachments; and (3) CONTRACTOR's bid dated September 15, 2016.

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	WAYNE ELECTRIC COMPANY
_____	_____
P. Scott Graham CEO/General Manager	Mark Harmeier Manager
_____	_____
Date	Date

Federal Tax I.D. No. 95-3196062

DP_____

CM_____

ATTACHMENT C
MNT17-01F
Wayne Electric

Unit Price

Item Num	Section	Item Code	Description	Unit	Unit Price
143	ELECTRICAL/HYDRAULICS	22962	REBUILT MOTOR; NF EVAPORATOR	EA	$685.00
144	ELECTRICAL/HYDRAULICS	221218	Core for S/C 22962	EA	$500.00
	SHOP LABOR		Hourly Shop Labor Rate	Hour	$65.00

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BUY AMERICA CERTIFICATE (REQUIRED >$100,000)

Submit this form with the BID when the BID calls for:
Steel, Iron and Manufactured Products and/or for Rolling Stock
failure to do so is grounds for disqualification.

One (1) form required of each bidder having greater than a $100,000 share of the bid. Section 337 of the Surface Transportation Assistance Act of 1987, and the regulations in 49 CFR 661, as amended.

1. ☑ The bidder hereby certifies that it will comply with the above requirements and will ensure that the lower tier contractors and subcontractors will also comply with the requirements as referenced above.

2. ☐ The bidder hereby certifies that it cannot comply with the requirements as referenced above, however it may qualify for an exception to the requirement as listed below and or attached hereto.

Bidder's Company Name	Wayne Electric Co
Legal Structure (corp./partner/proprietor)	Corp
Principle Office Address	1520 W Anaheim St
City, ST, Zip	Long Beach Ca 90813
Phone Number	562-432-0928
Fax Number	562 437-1334
E-Mail	wayne.electric@yahoo
Federal Employer Identification Number	95-3196062
Title of Person Authorized to Sign	MARK HAMETER-Gen Mgr
Print Name of Person Authorized to Sign	MARK HAMETER
Date Signed and Authorized Signature	8/23/16

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

Exceptions as referenced in check box number 2:

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BUY AMERICA CERTIFICATE INSTRUCTIONS

1. The Buy America requirement is set forth in Section 165 of the Surface Transportation Act of 1982, as amended by Section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, FTA regulations at 49 CFR Part 661, as amended, and by any guidance issued by FTA.

2. **A Buy America Certificate for *steel, iron and manufactured products and/or for rolling stock* must be completed and submitted with bids/proposals for all procurements of greater than $100,000.00.** A bid/proposal which does not include the completed Certificate will be considered non-responsive. If the Contractor fails to comply, it will be ordered to take the necessary steps to achieve compliance but will not be allowed to change its original Contract price. If the Contractor fails to take the necessary steps to achieve compliance, the Contract will not be awarded or the Contractor will be in breach of the Contract, if awarded.

3. Inclusion of *Certificate of Non-compliance with Section 165 (b) (3)* in a bid/proposal constitutes an application by the bidder/proposer for an exception to the Buy America requirement. If an exception is not granted by FTA, the bid/proposal will be considered non-responsive.

4. Section 164a of the Surface Transportation Assistance Act of 1982, as amended by Section 337 of the Surface Transportation Assistance Act of 1987, permits FTA participation on this Contract only if steel, iron and manufactured products used in the Contract are produced in the United States. These Acts and their implementing regulations set forth the following requirements:

a) Notwithstanding any other provisions of law, the Secretary of Transportation shall not obligate any funds authorized to be appropriated by this Act or by any Act amended by this Act or after the date of enactment of this Act, any funds authorized to be appropriated by Title 23, U.S. Code, the Federal Transit Act, as amended through June 1992, or the Surface Transportation Assistance Act of 1978, and administered by the Department of Transportation unless steel, iron and manufactured products used in such project are produced in the U.S. For a manufactured product to be considered produced in the U.S., all of the manufacturing processes must take place in the U.S. and all items or material used in the product must be of U.S. origin.

b) The provisions of subsection (a) of this section shall not apply where the Secretary finds: (1) that their application would be inconsistent with the public interest; (2) that such materials and products are not products in the U.S. in sufficient and reasonably available quantities and of a satisfactory quality; (3) that inclusion of domestic material will increase the cost of the item or material by more than 25%.

c) In the case of the procurement of bus and other rolling stock (including train control, communication and traction power equipment) under the Federal Transit Act, as amended through June 1992, subsection (a) does not apply if (i) the cost of components which are produced in the U.S. is more than 60% of the total cost of the vehicle or equipment and (ii) final assembly of the vehicle will take place in the U.S. In order for a component to be deemed "produced in the U.S.", the total cost of the subcomponent must meet the same 60% domestic content requirement and be manufactured in the U.S.

A component is any article, material or supply, whether manufactured or unmanufactured, that is directly incorporated into the vehicle or equipment at the final assembly location. A component may be composed of subcomponents. A subcomponent is considered to be 100% of domestic origin if it is manufactured in the U.S. If a component meets the domestic content requirement, then the entire cost of the component may be used in calculating the cost of domestic content of the vehicle or equipment.

If a component is manufactured in the U.S. but contains less than the domestic content requirement, the cost of the domestic subcomponents and the cost of manufacturing the component may be included in the calculation of the domestic content of the vehicle or equipment. The actual cost, not the Contract price, of a component is to be used in calculating the component cost.

For purposes of this subsection (c), in calculating the cost of components, labor costs involved in final assembly shall not be included in the calculation.

(d) Any State may impose more stringent requirements than these on the use of articles, materials and supplies mined, produced or manufactured in foreign countries in projects carried out with Federal assistance.

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CURRENT CLIENT REFERENCES. MINIMUM OF FIVE (5) REQUIRED

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

Company: Foothill Transit (Transdev)
Address: Peck Rd
City, ST, Zip: Arcadia Ca
Fax/Phone Numbers: 626-357-7912 - x262
Contact Name/Title: Rosemary
Type of Engagement: Starter Rlt

Company: RTA
Address: 1825 3rd St
City, ST, Zip: Riverside Ca.
Fax/Phone Numbers: 951-684-0530
Contact Name/Title: Willy Jones
Type of Engagement: Starter Rlt Bus H

Company: Transdev Chula Vista
Address: 3650 Main St
City, ST, Zip: Chula Vista Ca
Fax/Phone Numbers: 619 409-4001
Contact Name/Title: Esther Gonzales
Type of Engagement: Starter Rlt

Company: Transdev El Cajon
Address: Johnson St
City, ST, Zip: El Cajon
Fax/Phone Numbers: 619 442-8414
Contact Name/Title: Brian Leonard
Type of Engagement: Starter Rlt

Company: Long Beach Transit
Address: Atlantic St
City, ST, Zip: Long Beach Ca
Fax/Phone Numbers: 562-591-8753 x 8462
Contact Name/Title: Maggie West
Type of Engagement: Starter Rlt

Bidder's Company Name: Wayne Electric Co
Legal Structure (corp./partner/proprietor): Corp
Principle Office Address: 1560 W Anaheim St
City, ST, Zip: Long Beach Ca 90813
Phone Number: 562-432-0888
Fax Number: 562-437-1339
E-Mail: wayneelectricco@yahoo
Federal Employer Identification Number: 95-3181062
Title of Person Authorized to Sign: General Mgr
Print Name of Person Authorized to Sign: Mark Hammer
Date Signed and Authorized Signature: 8/23/2016

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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: Wayne Electric Co
Legal Structure (corp./partner/proprietor): Corp
Principle Office Address: 1510 Warnaer St
City, ST, Zip: Long Beach CA 90813
Phone Number: 562-432-0928
Fax Number: 562-437-1334
E-Mail: wayne.electric@yahoo
Federal Employer Identification Number: 95-3196062
Title of Person Authorized to Sign: General Mgr
Print Name of Person Authorized to Sign: Mark Idarmeier
Date Signed and Authorized Signature: 8/23/2014

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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: Wayne Electric Co
(corp./partnership/sole proprietor): Corp
Principle Office Address: 1560 W. Anaheim St
City, ST, Zip: Long Beach Ca 90813
Phone Number: 562 432-0928
Fax Number: 562 437-1324
E-mail Number: wayne.electric@yahoo
Federal Employer I.D. Number: 91-3194062
Title of Person Authorized to Sign: General Mgr
Print Name Authorized to Sign: Mark Hamber
Authorized Signature: [signature]
Date Signed: 8/23/2016

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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: Wayne Electric Co

Legal Structure (corp./partner/proprietor): Corp

Select One: ☑ Prime or ☐ Subcontractor (submit after award)

Principle Office Address: 1520 W Anaheim St

City, ST, Zip: Long Beach Ca 90813

Phone Number: 562-432-0928

Fax Number: 562-437-1324

E-Mail: wayne.electric@yahoo

Federal Employer Identification Number: 95-3194062

Title of Person Authorized to Sign: Mark Hammeler Gen Mgr

Print Name of Person Authorized to Sign: Mark Hammeler

Date Signed and Authorized Signature: [signature]

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

Submit this form with the BID, 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 _____ CL # _____
Address _____
City, ST, Zip _____
Phone Number _____ Fax Number _____
Contact Name/Title _____
Type of Engagement _____
Type of work to be performed _____
Dollar value of participation _____ DBE qualified? Yes ☐ No ☐

N/A

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

N/A

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

N/A

Total DBE participation Dollars _____ % of Total Contract _____

Bidder's Company Name Clayne & Contractors Co
Legal Structure (corp./partner/proprietor) Corp
Principle Office Address 1520 W. Anaheim St
City, ST, Zip Long Beach, Ca 90813
Phone Number 562-432-0928
Fax Number 562-437-1334
E-Mail wayne@clayne.com
Federal Employer Identification Number 95-3196062
Title of Person Authorized to Sign General Mgr
Print Name of Person Authorized to Sign Mark Hamner
Date Signed and Authorized Signature _____

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	Wayne Electric Inc
Legal Structure (corp./partner/proprietor)	Corp
Select One	☑ Prime or ☐ Subcontractor (submit after award)
Principle Office Address	1560 W Anaheim St
City, ST, Zip	Long Beach Ca. 90813
Phone Number	562-432-0928
Fax Number	562-437-1334
E-Mail	wayne.electric@yahoo
Federal Employer Identification Number	95-3196062
Title of Person Authorized to Sign	MARK HAMMER Gen Mgr
Print Name of Person Authorized to Sign	MARK HAMMER
Date Signed and Authorized Signature	8/23/2014

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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 _____

N/A

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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OMNITRANS
IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Section 2200 *et seq.*)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

☑ The Contractor is not:

(i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(ii) a financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ Omnitrans has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, Omnitrans will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Project does not exceed $1,000,000.

Signed Mark H

Titled General Manager

Firm Wayne Electric Co.

Date 8/23/2014

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

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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

Wayne Electric Co. Product Limited Warranty

(1) Limited Warranty. Wayne Electric Co. warrants its rebuilt starters, alternators, motors to be free from defects in material and workmanship for a period of twelve months from date of purchase (the "Warranty Period") subject to the terms and conditions set forth below. This Limited Warranty, (the "Warranty") is extended to the original end-user customer (the "Customer") only and is not assignable or otherwise transferable to any other party. Only the Customer can make a claim under this Warranty. This warranty applies only in the United States of America.

(2) Warranty Exclusions. Wayne Electric's Warranty specifically does not apply to products that have been (a) modified or altered in any way; or (b) subjected to adverse conditions such as misuse, neglect, accident, dirt or other contaminants, water, corrosion, faulty repair or improper installation or adjustment by Customer, installer(s), or any third parties; or (c) used in other than those applications specifically designed for that unit.

(3) Remedies. In the event of an alleged defect in Product material or workmanship, Wayne Electric will inspect the product and will make a determination of Warranty Coverage in its sole discretion. If Wayne Electric determines that the Product is outside the Warranty Period, contains No Trouble Found ("NTF"), was damaged due to any of the causes listed in Section (2) above, or is otherwise not covered by this Warranty, then the remedies under this Warranty will not apply to such Product and Wayne Electric will return the Product freight collect to the Customer. If Wayne Electric determines that the Product contains a defect covered by this Warranty, then Wayne Electric will provide the Customer with one of the following remedies, at Wayne Electric's sole discretion: repair or replacement of the defective Product, or credit for the actual purchase price paid by the Customer for the Product. This Warranty covers the cost of parts only, and does not cover the costs of labor, installation, towing, shipping, or any other incidental expenses. Each repaired or replaced Product shall be covered for the remainder of the original Warranty period or ninety (90) days from the date the Product is repaired or replaced, whichever is greater. THE FOREGOING ARE CUSTOMER'S SOLE REMEDIES AND WAYNE ELECTRIC'S SOLE LIABILITY UNDER THIS LIMITED WARRANTY.

(4) Warranty Claim Procedures: To initiate the Warranty process:
   (a) The Customer must return the allegedly defective Product to the original place of purchase (the "Retailer") with a dated receipt.
   (b) Wayne Electric will issue a Returned Goods Authorization number ("RGA") to the Customer prior to Product return. Any Product returned without an RGA will be rejected and returned to sender at sender's sole risk and expense.
   (c) Each returned Product will be evaluated by the Wayne Electric Quality Assurance Department and Wayne Electric will make a Warranty coverage determination as set forth in Section (3) above.

(5) DISCLAIMERS. WAYNE ELECTRIC MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO YOUR WAYNE ELECTRIC PRODUCT OTHER THAN THE LIMITED WARRANTY SET FORTH ABOVE. NO WAYNE ELECTRIC AGENT OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION OR ADDITION TO THIS WARRANTY. UNLESS UNENFORCEABLE OR UNLAWFUL UNDER APPLICABLE LAW, WAYNE ELECTRIC DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRIGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

(6) LIMITATIONS ON LIABILITY. THE LIABILITY OF WAYNE ELECTRIC, IF ANY, FOR DAMAGES RELATING TO ANY ALLEGEDLY DEFECTIVE PRODUCT UNDER TORT, CONTRACT OR ANY OTHER LEGAL THEORY SHALL BE LIMITED TO THE ACTUAL PRICE PAID FOR SUCH PRODUCT AND SHALL IN NO EVENT INCLUDE INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF WAYNE ELECTRIC IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

OmniTrans

CONTRACT AGREEMENT

between

Complete Coach Works 1863 Service Court Riverside CA 92507	**CONTRACT DOCUMENTS** **CONTRACT NO. MNT17-01G** **Rebuilt Parts and Services**
(hereinafter "CONTRACTOR") Contact: Mando Aquirre Telephone: (951) 836-4440 Email: maguirre@completecoach.com	
And	Contract Amount: $410,000
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

This Agreement is made and entered into as of this ____ day of _____, 2016 by and between Omnitrans (hereinafter referred to as "OMNITRANS") and Complete Coach Works (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, OMNITRANS is a joint powers authority organized under Sections 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 November 30, 2019, 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 December 1, 2019 through November 30, 2021, which period encompasses the Initial Term and the two single Option Years.

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 Four Hundred Ten Thousand Dollars ($410,000), 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 first base year 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

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	Complete Coach Works 1863 Service Court Riverside, CA 92507 Attn: Mando Aquirre, Sales Manager Amber Piccinonno, Dir. Of Contracts

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
Mando Aguirre (95) 836-4440	Sales Manager
Amber Piccinonno (951) 684-9585 x133	Director of Contracts
David Santos (951) 836-6521	Parts Department
Paula Rudd (951) 836-6537	Sales Coordinator

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.

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**

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

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.

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-MNT17-01 and any and all of its Addenda, Appendices, Exhibits and Attachments; and (3) CONTRACTOR's bid dated September 15, 2016.

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	COMPLETE COACH WORKS
_____	_____
P. Scott Graham CEO/General Manager	Dale E. Carson President
_____	_____
Date	Date

Federal Tax I.D. No. 87-0807646

DP_____

CM_____

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BUY AMERICA CERTIFICATE (REQUIRED >$100,000)

Submit this form with the BID when the BID calls for:
Steel, Iron and Manufactured Products and/or for Rolling Stock
failure to do so is grounds for disqualification.

One (1) form required of each bidder having greater than a $100,000 share of the bid. Section 337 of the Surface Transportation Assistance Act of 1987, and the regulations in 49 CFR 661, as amended.

1. [X] The bidder hereby certifies that it will comply with the above requirements and will ensure that the lower tier contractors and subcontractors will also comply with the requirements as referenced above.

2. [ ] The bidder hereby certifies that it cannot comply with the requirements as referenced above, however it may qualify for an exception to the requirement as listed below and or attached hereto.

Bidder's Company Name	Complete Coach Works
Legal Structure (corp./partner/proprietor)	Corporation
Principle Office Address	1863 Service Court
City, ST, Zip	Riverside, CA, 91709
Phone Number	(951) 684-9585
Fax Number	(951) 684-2088
E-Mail	dale@completecoach.com
Federal Employer Identification Number	87-0807646
Title of Person Authorized to Sign	President
Print Name of Person Authorized to Sign	Dale E. Carson
Date Signed and Authorized Signature	8/22/2016

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

Exceptions as referenced in check box number 2:

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CURRENT CLIENT REFERENCES. MINIMUM OF FIVE (5) REQUIRED

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

Company	Yolo County Transportation District
Address	350 Industrial Way
City, ST, Zip	Woodland, CA 95776
Fax/Phone Numbers	Phone: 530-402-2816 / Fax: 530-661-1732
Contact Name/Title	Terry Bassett - Executive Director
Type of Engagement	Rehabilitation of 8 Orion VII CNG Buses
Company	Antelope Valley Transportation District - AVTA
Address	42210 6th St. West
City, ST, Zip	Lancaster, CA 93534
Fax/Phone Numbers	Phone: 661-729-2219 / Email: mperry@avta.com
Contact Name/Title	Mark Perry - Director of Maintenance
Type of Engagement	Rehabilitation of six MCI coaches
Company	Indianapolis Public Transportation Corporation - IndyGo
Address	953 East Red Hills Pkwy
City, ST, Zip	Napa, CA 94559
Fax/Phone Numbers	Phone: 317-614-9309 / Email: vlearn@indygo.net
Contact Name/Title	Victoria Learn - Director of Maintenance
Type of Engagement	Supply, rehabilitation, and electrification of 21 Gillig low floor buses
Company	Long Beach Transit
Address	1963 East Anaheim
City, ST, Zip	Long Beach, CA 90801
Fax/Phone Numbers	Phone: 562-599-8509
Contact Name/Title	Frank Spalding - Maintenance Manager
Type of Engagement	Seating upgrade with 4One Q'Pod Seats on 153 buses
Company	Des Moines Area Regional Transit - DART
Address	1100 Dart Way
City, ST, Zip	Des Moines, IA 50309
Fax/Phone Numbers	Phone: 515-283-8124 / Email: mtiedens@ridedart.com
Contact Name/Title	Mike Tiedens, Procurement Manager
Type of Engagement	Supply and rehabilitation of six New Flyer Buses

Bidder's Company Name	Complete Coach Works
Legal Structure (corp./partner/proprietor)	Corporation
Principle Office Address	1863 Service Court
City, ST, Zip	Riverside, CA. 91709
Phone Number	(951) 684-9585
Fax Number	(951) 684-2088
E-Mail	dale@completecoach.com
Federal Employer Identification Number	87-0807646
Title of Person Authorized to Sign	President
Print Name of Person Authorized to Sign	Dale E. Carson
Date Signed and Authorized Signature	8/22/2016

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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	Complete Coach Works
Legal Structure (corp./partner/proprietor)	Corporation
Principle Office Address	1863 Service Court
City, ST, Zip	Riverside, CA. 91709
Phone Number	(951) 684-9585
Fax Number	(951) 684-2088
E-Mail	dale@completecoach.com
Federal Employer Identification Number	87-0807646
Title of Person Authorized to Sign	President
Print Name of Person Authorized to Sign	Dale E. Carson
Date Signed and Authorized Signature	8/22/2016

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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 Complete Coach Works

(corp./partnership/sole proprietor) Corporation

Principle Office Address 1863 Service Court

City, ST, Zip Riverside, CA, 91709

Phone Number (951) 684-9585

Fax Number (951) 684-2088

E-mail Number dale@completecoach.com

Federal Employer I.D. Number 87-0807646

Title of Person Authorized to Sign President

Print Name Authorized to Sign Dale E. Carson

Authorized Signature

Date Signed 8/22/2016

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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	Complete Coach Works
Legal Structure (corp./partner/proprietor)	Corporation
Select One	☒ Prime or ☐ Subcontractor (submit after award)
Principle Office Address	1863 Service Court
City, ST, Zip	Riverside, CA, 91709
Phone Number	(951) 684-9585
Fax Number	(951) 684-2088
E-Mail	dale@completecoach.com
Federal Employer Identification Number	87-0807646
Title of Person Authorized to Sign	President
Print Name of Person Authorized to Sign	Dale E. Carson
Date Signed and Authorized Signature	8/22/2016

NOT APPLICABLE

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

Submit this form with the BID, 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 _____ CL # _____
Address _____
City, ST, Zip _____
Phone Number _____ Fax Number _____
Contact Name/Title _____
Type of Engagement _____
Type of work to be performed _____
Dollar value of participation _____ DBE qualified? Yes ☐ No ☐

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

Company _____ CL # _____
Address _____
City, ST, Zip _____
Phone Number _____ Fax 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 Company Name Complete Coach Works
Legal Structure (corp./partner/proprietor) Corporation
Principle Office Address 1863 Service Court
City, ST, Zip Riverside, CA, 91709
Phone Number (951) 684-9585
Fax Number (951) 684-2088
E-Mail dale@completecoach.com
Federal Employer Identification Number 87-0807646
Title of Person Authorized to Sign President
Print Name of Person Authorized to Sign Dale E. Carson
Date Signed and Authorized Signature 8/23/2016

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

OmniTrans NOT APPLICABLE

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	Complete Coach Works
Legal Structure (corp./partner/proprietor)	Corporation
Select One	☒ Prime or ☐ Subcontractor (submit after award)
Principle Office Address	1863 Service Court
City, ST, Zip	Riverside, CA, 91709
Phone Number	(951) 684-9585
Fax Number	(951) 684-2088
E-Mail	dale@completecoach.com
Federal Employer Identification Number	87-0807646
Title of Person Authorized to Sign	President
Print Name of Person Authorized to Sign	Dale E. Carson
Date Signed and Authorized Signature	8/22/2016

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OMNITRANS
IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Section 2200 *et seq.*)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

☒ The Contractor is not:

(i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(ii) a financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ Omnitrans has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, Omnitrans will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Project does not exceed $1,000,000.

Signed _____

Titled President

Firm Complete Coach Works

Date 8/22/2016

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

Warranty Claim Procedure

Warranty for the Omnitrans Rebuilt Parts project is as follows:

- **One (1) year** unconditional or manufacturer standard warranty on Complete Coach Works supplied parts and labor beginning on the date the part is accepted by Omnitrans.

Complete Coach Works' warranty program is administrated from our corporate headquarters in Riverside, California facility located at 1863 Service Court, Riverside, California 92507. The Warranty Manager can be reached at (951) 684-9585 or Warranty@completecoach.com.

Warranty Claim Procedure

Call Complete Coach Works corporate headquarters at (951) 684-9585 and speak to our Warranty Manager about any warranty claims. Please have the following information available:

- Serial Number
- Part Number
- Acceptance Date
- Description of Warranty Issue

Warranty Claims must be pre-authorized prior to any repairs or parts replacements. The Warranty Manager will verify that the claim is a valid warranty item by reviewing the acceptance date and the term of the warranty issued.

ATTACHMENT C
MNT17-01G
Complete Coach Works

Unit Price

Item Num	Section	Item Code	Description	Unit	Unit Price
169	ENGINE	38067	Rebuilt Cylinder Head, Cummins 8.3L Cylinder Head	EA	$1,289.50
170	ENGINE	221244	Core for S/C 38067	EA	$600.00
171	ENGINE	220113	Rebuilt Cylinder Head, Cummins 8.9L Cylinder Head	EA	$1,289.50
172	ENGINE	221246	Core for S/C 220113	EA	$600.00
173	ENGINE	217496	Rebuilt Cylinder Head, John Deere 8.1L Cylinder Head	EA	$3,442.80
174	ENGINE	221248	Core for S/C 217496	EA	$2,000.00
175	ENGINE	43042	Rebuilt Crankshaft, Cummins 8.3L Crankshaft w/gear	EA	$382.50
176	ENGINE	221250	Core for S/C 43042	EA	$600.00
177	ENGINE	220110	Rebuilt Crankshaft, Cummins 8.9L Crankshaft w/gear	EA	$382.50
178	ENGINE	221252	Core for S/C 220110	EA	$600.00
179	ENGINE	217881	Rebuilt Crankshaft, John Deer 8.9L Crankshaft w/gear	EA	$382.50
180	ENGINE	221254	Core for S/C 217881	EA	$850.00
197	HVAC	22129	Rebuilt Air Conditioning Compressor, New Flyer Air Conditionin	EA	$1,450.00
198	HVAC	221272	Core for S/C 22129	EA	$250.00
205	HVAC	220882	Rebuilt Air Conditioning Compressor, New Flyer Air Conditionin	EA	$1,480.00
206	HVAC	221281	Core for S/C 220882	EA	$250.00
211	STEERING/AXLE	218370	Rebuilt Differential, Drive Head Assembly, New Flyer SR842	EA	$4,250.00
212	STEERING/AXLE	221287	Core for S/C 218370	EA	$2,450.00
221	STEERING/AXLE	219196	Rebuilt Steering Gear Box, New Flyer SR813 (SJD51)	EA	$942.60
222	STEERING/AXLE	221297	Core for S/C 219196	EA	$300.00
223	STEERING/AXLE	217723	Rebuilt Steering Gear Box, New Flyer SR842 (PCL12)	EA	$942.50
224	STEERING/AXLE	221299	Core for S/C 217723	EA	$300.00
227	STEERING/AXLE	220133	Rebuilt Steering Gear Box, New Flyer SR1565-SR1820 (PMB31)	EA	$942.50
228	STEERING/AXLE	221305	Core for S/C 220133	EA	$300.00
229	STEERING/AXLE	220899	Rebuilt Steering Gear Box, New Flyer SR1965	EA	$942.50
230	STEERING/AXLE	221307	Core for S/C 220899	EA	$300.00
231	STEERING/AXLE	220352	Rebuilt Steering Gear Box, New Flyer SR1563-SR1564 (PPX11, Pl	EA	$942.50
232	STEERING/AXLE	221309	Core for S/C 220352	EA	$300.00
233	STEERING/AXLE	220978	Rebuilt NF Axle Housing SR842	EA	$1,250.00
234	STEERING/AXLE	221311	Core for S/C 220978	EA	$1,200.00
235	TRANSMISSION	27763	Rebuilt Transmission Cooler, New Flyer/Allison Transmission Co	EA	$395.00
236	TRANSMISSION	221313	Core for S/C 27763	EA	$100.00
	SHOP LABOR		Hourly Shop Labor Rate	Hour	$95.00

OmniTrans

CONTRACT AGREEMENT

between

Harbor Diesel and Equipment, Inc. 537 W. Anaheim Street Long Beach, CA 90813 (hereinafter "CONTRACTOR") Telephone: (562) 591-5665 x270/275 Email: alexm@harbordiesel.com rickn@harbordiesel.com	**CONTRACT DOCUMENTS** **CONTRACT NO. MNT17-01H** **Rebuilt Parts and Services**
And	Contract Amount: $850,000
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

This Agreement is made and entered into as of this ____ day of _____, 2016 by and between Omnitrans (hereinafter referred to as "OMNITRANS") and Harbor Diesel and Equipment, Inc. (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, OMNITRANS is a joint powers authority organized under Sections 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 November 30, 2019, 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 December 1, 2019 through November 30, 2021 period encompasses the Initial Term and the two single Option Years.

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 Hundred Fifty Thousand Dollars ($850,000), 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 first base year 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

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	Harbor Diesel and Equipment, Inc. 537 W. Anaheim Street Long Beach, CA 90813 Attn: Brett Roa (562) 591-5665 ext. 246

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
Alex Meschersky alexm@harbordiesel.com 562-591-5665 ext. 270	Parts Specialist – John Deere
Rick Nottage rickn@harbordiesel.com 562-591-5665 ext. 275	Transmission Shop Manager - ZF Transmissions

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.

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**

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

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.

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-MNT17-01 and any and all of its Addenda, Appendices, Exhibits and Attachments; and (3) CONTRACTOR's bid dated September 12, 2016 .

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	HARBOR DIESEL AND EQUIPMENT, INC.
P. Scott Graham CEO/General Manager	David Hiveley CFO
Date	Date

Federal Tax I.D. No. 33-0170048

DP_____

CM_____

ATTACHMENT C

MNT17-01H

Harbor Diesel

Unit Price

Item Num	Section	Item Code	Description	Unit	Unit Price
245	TRANSMISSION	57844	Rebuilt TRANS ;ZF,SR842,6HP-592	EA	$15,825.00
247	TRANSMISSION	31740	Rebuilt TRANS ;ZF, 6HP592c ,SR813	EA	$15,825.00
	SHOP LABOR		Hourly Shop Labor Rate	Hour	$110.00

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BUY AMERICA CERTIFICATE (REQUIRED >$100,000)

Submit this form with the BID when the BID calls for:
Steel, Iron and Manufactured Products and/or for Rolling Stock
failure to do so is grounds for disqualification.

One (1) form required of each bidder having greater than a $100,000 share of the bid. Section 337 of the Surface Transportation Assistance Act of 1987, and the regulations in 49 CFR 661. as amended.

1. [X] The bidder hereby certifies that it will comply with the above requirements and will ensure that the lower tier contractors and subcontractors will also comply with the requirements as referenced above.

2. [ ] The bidder hereby certifies that it cannot comply with the requirements as referenced above, however it may qualify for an exception to the requirement as listed below and or attached hereto.

Bidder's Company Name	Harbor Diesel and Equipment, Inc.
Legal Structure (corp./partner/proprietor)	dba HD Industries
Principle Office Address	537 W. Anaheim St.
City, ST, Zip	Long Beach, CA 90813
Phone Number	562-591-5665
Fax Number	562-591-2941
E-Mail	bids@harbordiesel.com
Federal Employer Identification Number	95-2679009
Title of Person Authorized to Sign	Manager - Transmission Shop
Print Name of Person Authorized to Sign	Rick Nottage
Date Signed and Authorized Signature	Rick Nottage 8/19/2012

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

Exceptions as referenced in check box number 2:

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BUY AMERICA CERTIFICATE INSTRUCTIONS

1. The Buy America requirement is set forth in Section 165 of the Surface Transportation Act of 1982, as amended by Section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, FTA regulations at 49 CFR Part 661, as amended, and by any guidance issued by FTA.

2. A Buy America Certificate for ***steel, iron and manufactured products and/or for rolling stock*** **must be completed and submitted with bids/proposals for all procurements of greater than $100,000.00.** A bid/proposal which does not include the completed Certificate will be considered non-responsive. If the Contractor fails to comply, it will be ordered to take the necessary steps to achieve compliance but will not be allowed to change its original Contract price. If the Contractor fails to take the necessary steps to achieve compliance, the Contract will not be awarded or the Contractor will be in breach of the Contract, if awarded.

3. Inclusion of *Certificate of Non-compliance with Section 165 (b) (3)* in a bid/proposal constitutes an application by the bidder/proposer for an exception to the Buy America requirement. If an exception is not granted by FTA, the bid/proposal will be considered non-responsive.

4. Section 164a of the Surface Transportation Assistance Act of 1982, as amended by Section 337 of the Surface Transportation Assistance Act of 1987, permits FTA participation on this Contract only if steel, iron and manufactured products used in the Contract are produced in the United States. These Acts and their implementing regulations set forth the following requirements:

a) Notwithstanding any other provisions of law, the Secretary of Transportation shall not obligate any funds authorized to be appropriated by this Act or by any Act amended by this Act or after the date of enactment of this Act, any funds authorized to be appropriated by Title 23, U.S. Code, the Federal Transit Act, as amended through June 1992, or the Surface Transportation Assistance Act of 1978, and administered by the Department of Transportation unless steel, iron and manufactured products used in such project are produced in the U.S. For a manufactured product to be considered produced in the U.S., all of the manufacturing processes must take place in the U.S. and all items or material used in the product must be of U.S. origin.

b) The provisions of subsection (a) of this section shall not apply where the Secretary finds: (1) that their application would be inconsistent with the public interest; (2) that such materials and products are not products in the U.S. in sufficient and reasonably available quantities and of a satisfactory quality; (3) that inclusion of domestic material will increase the cost of the item or material by more than 25%.

c) In the case of the procurement of bus and other rolling stock (including train control, communication and traction power equipment) under the Federal Transit Act, as amended through June 1992, subsection (a) does not apply if (i) the cost of components which are produced in the U.S. is more than 60% of the total cost of the vehicle or equipment and (ii) final assembly of the vehicle will take place in the U.S. In order for a component to be deemed "produced in the U.S.", the total cost of the subcomponent must meet the same 60% domestic content requirement and be manufactured in the U.S.

A component is any article, material or supply, whether manufactured or unmanufactured, that is directly incorporated into the vehicle or equipment at the final assembly location. A component may be composed of subcomponents. A subcomponent is considered to be 100% of domestic origin if it is manufactured in the U.S. If a component meets the domestic content requirement, then the entire cost of the component may be used in calculating the cost of domestic content of the vehicle or equipment.

If a component is manufactured in the U.S. but contains less than the domestic content requirement, the cost of the domestic subcomponents and the cost of manufacturing the component may be included in the calculation of the domestic content of the vehicle or equipment. The actual cost, not the Contract price, of a component is to be used in calculating the component cost.

For purposes of this subsection (c), in calculating the cost of components, labor costs involved in final assembly shall not be included in the calculation.

(d) Any State may impose more stringent requirements than these on the use of articles, materials and supplies mined, produced or manufactured in foreign countries in projects carried out with Federal assistance.

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CURRENT CLIENT REFERENCES. MINIMUM OF FIVE (5) REQUIRED

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

Company	Sacramento Regional Transit District
Address	1323 28th St. / P.O. Box 2110
City, ST, Zip	Sacramento, CA 95812-2110
Fax/Phone Numbers	916-557-4517 (fax) / 916-321-2923 (phone)
Contact Name/Title	Eric Houston - Materials Management Superintendent
Type of Engagement	Contract
Company	Long Beach Transit
Address	1963 E. Anaheim St.
City, ST, Zip	Long Beach, CA 90813
Fax/Phone Numbers	562-599-8930 (fax) / 562-599-8553 (phone)
Contact Name/Title	Mike Zito - Buyer / Procurement
Type of Engagement	As needed
Company	Sun Metro - City of El Paso
Address	700 San Francisco
City, ST, Zip	El Paso, TX 79901
Fax/Phone Numbers	915-534-5884 (fax) / 915-534-5873 (phone)
Contact Name/Title	Luz M. Espinosa - Transit Stock Controller
Type of Engagement	Contract
Company	MV Transportation Division 222
Address	2751 Simmons Ave.
City, ST, Zip	North Las Vegas, NV 89032
Fax/Phone Numbers	702-636-0669 (fax) / 702-636-0623 (phone)
Contact Name/Title	Nassri Nasser - Parts Manager
Type of Engagement	As needed
Company	Keolis Transit
Address	5165 W. Sunset Road
City, ST, Zip	Las Vegas, NV 89118
Fax/Phone Numbers	702-851-2591 (fax) / 702-851-2633 (phone)
Contact Name/Title	Arthur Spear - Parts Manager
Type of Engagement	As needed

Bidder's Company Name	Harbor Diesel and Equipment, Inc.
Legal Structure (corp./partner/proprietor)	Corporation
Principle Office Address	537 W. Anaheim St.
City, ST, Zip	Long Beach, CA 90813
Phone Number	562-591-5665
Fax Number	562-591-2941
E-Mail	bids@harbordiesel.com
Federal Employer Identification Number	95-2679009
Title of Person Authorized to Sign	Manager - Transmission Shop
Print Name of Person Authorized to Sign	Rick Nottage
Date Signed and Authorized Signature	Rick Nottage 8/19/2016

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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	Harbor Diesel and Equipment, Inc.
Legal Structure (corp./partner/proprietor)	Corporation
Principle Office Address	537 W. Anaheim St.
City, ST, Zip	Long Beach, CA 90813
Phone Number	562-591-5665
Fax Number	562-591-2941
E-Mail	bids@harbordiesel.com
Federal Employer Identification Number	95-2679009
Title of Person Authorized to Sign	Manager - Transmission Shop
Print Name of Person Authorized to Sign	Rick Nottage
Date Signed and Authorized Signature	8/14/2012

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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: Harbor Diesel and Equipment, Inc.

(corp./partnership/sole proprietor): Corporation

Principle Office Address: 537 W. Anaheim St.

City, ST, Zip: Long Beach, CA 90813

Phone Number: 562-591-5665

Fax Number: 562-591-2941

E-mail Number: bids@harbordiesel.com

Federal Employer I.D. Number: 95-2679009

Title of Person Authorized to Sign: Manager - Transmission Shop

Print Name Authorized to Sign: Rick Nottage

Authorized Signature: Rick Nottage

Date Signed: 8/14/2016

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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	Harbor Diesel and Equipment, Inc.
Legal Structure (corp./partner/proprietor)	Corporation
Select One	[X] Prime or [ ] Subcontractor (submit after award)
Principle Office Address	537 W. Anaheim St.
City, ST, Zip	Long Beach, CA 90813
Phone Number	562-591-5665
Fax Number	562-591-2941
E-Mail	bids@harbordiesel.com
Federal Employer Identification Number	95-2679009
Title of Person Authorized to Sign	Manager - Transmission Shop
Print Name of Person Authorized to Sign	Rick Nottage
Date Signed and Authorized Signature	Rick Nottage 6/19/2016

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

Submit this form with the BID, 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 CL #
Address
City, ST, Zip
Phone Number Fax Number
Contact Name/Title
Type of Engagement
Type of work to be performed
Dollar value of participation DBE qualified? Yes ☐ No ☐

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

Company N/A CL #
Address
City, ST, Zip
Phone Number Fax 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 Company Name Harbor Diesel and Equipment, Inc.
Legal Structure (corp./partner/proprietor) Corporation
Principle Office Address 537 W. Anaheim St.
City, ST, Zip Long Beach, CA 90813
Phone Number 562-591-5665
Fax Number 562-591-2941
E-Mail bids@harbordiesel.com
Federal Employer Identification Number 95-2679009
Title of Person Authorized to Sign Manager - Transmission Shop
Print Name of Person Authorized to Sign Rick Nottage
Date Signed and Authorized Signature 6/29/2016

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

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PROPOSED DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION (OPTIONAL)

This form must be submitted with the BID, to have it considered during BID evaluation. Additionally, for each bidder listed below, a current DBE certificate must be submitted with the BID as set forth in Section 2.0, Para 13.

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 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 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 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

(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	Harbor Diesel and Equipment, Inc.
Legal Structure (corp./partner/proprietor)	Corporation
Select One	[X] Prime or [ ] Subcontractor (submit after award)
Principle Office Address	537 W. Anaheim St.
City, ST, Zip	Long Beach, CA 90813
Phone Number	562-591-5665
Fax Number	562-591-2941
E-Mail	bids@harbordiesel.com
Federal Employer Identification Number	95-2679009
Title of Person Authorized to Sign	Manager - Transmission Shop
Print Name of Person Authorized to Sign	Rick Nottage
Date Signed and Authorized Signature	8/19/2016

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OMNITRANS
IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Section 2200 *et seq.*)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

☒ The Contractor is not:

(i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(ii) a financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ Omnitrans has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, Omnitrans will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Project does not exceed $1,000,000.

Signed_____

Titled Manager - Parts

Firm Harbor Diesel and Equipment, Inc.

Date_____

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

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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)

Spare Parts Warranty

Commercial Vehicle

6.1.3 STANDARD WARRANTY PERIOD (SPARE PARTS AND ASSEMBLIES)

The standard warranty period for Spare Parts and Assemblies sold by ZF Services, LLC is as follows:

Spare Parts are warrantied against defects in material and workmanship for the following period.

- 6 months from time of installation.
  - Provided, however, that in no event shall the warranty period extend past eighteen (18) months after shipment from the ZF Services, LLC (see shelf life limitation below)
- 12 months from time for purchase from ZF Services, LLC.

These warranty periods are for Company standard warranties. The condition of all warranties is subject to change dependent upon negotiated contracts with customers. When agreed warranties for regional customers differ from standard periods, Company must inform responsible Authorized Service Network Location.

6.3 WARRANTY COVERAGE

WHO IS AUTHORIZED TO SERVICE UNDER WARRANTY

Only Company can make final decision as to warranty coverage. Authorized Reman Center may make decisions with customer, but Company reimbursement is based on examination of failed component. Authorized Reman Center is not authorized to accept warranty on behalf of Company. It is recommended that Authorized Reman Center contact Company Warranty Department prior to accepting unit exchange or repair as warranty.

REPAIRS COVERED BY THE WARRANTY

Subject to the provisions of this warranty, Company will replace defective components/parts or provide a swing/exchange unit at Company option. Swing/Exchange units will be warrantied for the remainder of the original unit's warranty period. Company will be responsible if failure war a result of defective parts or workmanship on part of Company.

The failed parts become the property of Company and must be held a minimum of three (3) months after Company receipt of warranty claim.

Authorized Reman Center is solely responsible for any claims, under warranties or otherwise, for any product manufactured / repaired by Authorized Reman Center.

REPAIRS NOT COVERED UNDER WARRANTY

IMPROPER MAINTENANCE / INSTALLATION – The warranty does not cover damage due to lack of improper maintenance or installation. This includes failure to follow recommended periodic inspections and service precautions as set forth in the owner's manual and the maintenance book.

MISUSE, IMPROPER INSTALLATION, NEGLIGENCE OR ALTERATION – The warranty does not cover damage due to misuse, negligence or alterations. This includes improper repair to the unit, improper installations or unauthorized modifications to the unit, or installation of add-on kits or component parts.

ACTS OF GOD – The warranty does not cover failures caused by among other things, lightening, earthquakes, volcanoes, windstorms, tornadoes, hurricanes, hail or floods.

MISCELLANEOUS – The warranty does not cover theft, vandalism and failures due to chemical corrosion, physical erosion, fire, water or explosion. Units that have been remanufactured by parties other than Company or that has been substantially altered from their original condition shall be excluded from coverage.

OmniTrans

CONTRACT AGREEMENT

between

Kirk's Automotive, Inc. 9330 Roselawn Detroit, MI 48204 (hereinafter "CONTRACTOR") Contact: Robert Kirkman Telephone: (313) 933-7030 Email: rrk@kirksauto.com	**CONTRACT DOCUMENTS** **CONTRACT NO. MNT17-01I** **Rebuilt Parts and Services**
And	Contract Amount: $47,000
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

This Agreement is made and entered into as of this ____ day of _____, 2016 by and between Omnitrans (hereinafter referred to as "OMNITRANS") and Kirk's Automotive, Inc. (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, OMNITRANS is a joint powers authority organized under Sections 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 November 30, 2019, 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 December 1, 2019 through November 30, 2021, which period encompasses the Initial Term and the two single Option Years.

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 Forty-Seven Thousand Dollars ($47,000), 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.

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

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	Kirk's Automotive, Inc. 9330 Roselawn, St. Detroit, MI 48204 Attn: Robert Kirkman 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
Kevin Hayes 800-321-5989 x1105 khayes@kirksauto.com	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.

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**

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

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.

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-MNT17-01 and any and all of its Addenda, Appendices, Exhibits and Attachments; and (3) CONTRACTOR's bid dated September 15, 2016.

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	KIRK'S AUTOMOTIVE, INC.
_____	_____
P. Scott Graham CEO/General Manager	Robert Kirkman President
_____	_____
Date	Date

Federal Tax I.D. No. 38-1861184

DP_____

CM_____

ATTACHMENT C
MNT17-01I
Kirk's Automotive

Unit Price

Item Num	Section	Item Code	Description	Unit	Unit Price
117	ELECTRICAL/HYDRAULICS	26336	REBUILT PUMP DIVERISON SR585-842	EA	$324.00
118	ELECTRICAL/HYDRAULICS	221192	Core for S/C 26336	EA	$95.00
141	ELECTRICAL/HYDRAULICS	22020	REBUILT MOTOR ;NF CONDENSOR	EA	$1,025.00
142	ELECTRICAL/HYDRAULICS	221216	Core for S/C 22020	EA	$450.00
219	STEERING/AXLE	27490	Rebuilt Steering Gear Box, New Flyer SR585, SR654, SR674, SR709 (SFZ51)	EA	$790.00
220	STEERING/AXLE	221295	Core for S/C 27490	EA	$225.00
	SHOP LABOR		Hourly Shop Labor Rate	Hour	$89.00

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BUY AMERICA CERTIFICATE (REQUIRED >$100,000)

Submit this form with the BID when the BID calls for:
Steel, Iron and Manufactured Products and/or for Rolling Stock
failure to do so is grounds for disqualification.

One (1) form required of each bidder having greater than a $100,000 share of the bid. Section 337 of the Surface Transportation Assistance Act of 1987, and the regulations in 49 CFR 661, as amended.

1. [x] The bidder hereby certifies that it will comply with the above requirements and will ensure that the lower tier contractors and subcontractors will also comply with the requirements as referenced above.

2. [ ] The bidder hereby certifies that it cannot comply with the requirements as referenced above, however it may qualify for an exception to the requirement as listed below and or attached hereto.

Bidder's Company Name	Kirk's Automotive, Inc.
Legal Structure (corp./partner/proprietor)	Corporation
Principle Office Address	9330 Roselawn St
City, ST, Zip	Detroit, MI 48204
Phone Number	313-933-7030
Fax Number	313-933-7073
E-Mail	rrk@kirksauto.com
Federal Employer Identification Number	38-1861184
Title of Person Authorized to Sign	President
Print Name of Person Authorized to Sign	Robert Kirkman
Date Signed and Authorized Signature	August 23, 2016

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

Exceptions as referenced in check box number 2:

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BUY AMERICA CERTIFICATE INSTRUCTIONS

1. The Buy America requirement is set forth in Section 165 of the Surface Transportation Act of 1982, as amended by Section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, FTA regulations at 49 CFR Part 661, as amended, and by any guidance issued by FTA.

2. **A Buy America Certificate for *steel, iron and manufactured products and/or for rolling stock* must be completed and submitted with bids/proposals for all procurements of greater than $100,000.00.** A bid/proposal which does not include the completed Certificate will be considered non-responsive. If the Contractor fails to comply, it will be ordered to take the necessary steps to achieve compliance but will not be allowed to change its original Contract price. If the Contractor fails to take the necessary steps to achieve compliance, the Contract will not be awarded or the Contractor will be in breach of the Contract, if awarded.

3. Inclusion of *Certificate of Non-compliance with Section 165 (b) (3)* in a bid/proposal constitutes an application by the bidder/proposer for an exception to the Buy America requirement. If an exception is not granted by FTA, the bid/proposal will be considered non-responsive.

4. Section 164a of the Surface Transportation Assistance Act of 1982, as amended by Section 337 of the Surface Transportation Assistance Act of 1987, permits FTA participation on this Contract only if steel, iron and manufactured products used in the Contract are produced in the United States. These Acts and their implementing regulations set forth the following requirements:

a) Notwithstanding any other provisions of law, the Secretary of Transportation shall not obligate any funds authorized to be appropriated by this Act or by any Act amended by this Act or after the date of enactment of this Act, any funds authorized to be appropriated by Title 23, U.S. Code, the Federal Transit Act, as amended through June 1992, or the Surface Transportation Assistance Act of 1978, and administered by the Department of Transportation unless steel, iron and manufactured products used in such project are produced in the U.S. For a manufactured product to be considered produced in the U.S., all of the manufacturing processes must take place in the U.S. and all items or material used in the product must be of U.S. origin.

b) The provisions of subsection (a) of this section shall not apply where the Secretary finds: (1) that their application would be inconsistent with the public interest; (2) that such materials and products are not products in the U.S. in sufficient and reasonably available quantities and of a satisfactory quality; (3) that inclusion of domestic material will increase the cost of the item or material by more than 25%.

c) In the case of the procurement of bus and other rolling stock (including train control, communication and traction power equipment) under the Federal Transit Act, as amended through June 1992, subsection (a) does not apply if (i) the cost of components which are produced in the U.S. is more than 60% of the total cost of the vehicle or equipment and (ii) final assembly of the vehicle will take place in the U.S. In order for a component to be deemed "produced in the U.S.", the total cost of the subcomponent must meet the same 60% domestic content requirement and be manufactured in the U.S.

A component is any article, material or supply, whether manufactured or unmanufactured, that is directly incorporated into the vehicle or equipment at the final assembly location. A component may be composed of subcomponents. A subcomponent is considered to be 100% of domestic origin if it is manufactured in the U.S. If a component meets the domestic content requirement, then the entire cost of the component may be used in calculating the cost of domestic content of the vehicle or equipment.

If a component is manufactured in the U.S. but contains less than the domestic content requirement, the cost of the domestic subcomponents and the cost of manufacturing the component may be included in the calculation of the domestic content of the vehicle or equipment. The actual cost, not the Contract price, of a component is to be used in calculating the component cost.

For purposes of this subsection (c), in calculating the cost of components, labor costs involved in final assembly shall not be included in the calculation.

(d) Any State may impose more stringent requirements than these on the use of articles, materials and supplies mined, produced or manufactured in foreign countries in projects carried out with Federal assistance.

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CURRENT CLIENT REFERENCES. MINIMUM OF FIVE (5) REQUIRED

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

Company	Southeastern Pennsylvania Transit Authority
Address	1234 Market Street
City, ST, Zip	Philadelphia, PA 19107
Fax/Phone Numbers	215-580-7204 (F) 215-580-7284 (P)
Contact Name/Title	Bryant Vaders / Senior Procurement Officer
Type of Engagement	Multiple Contracts for New and Remanufactured Bus Parts
Company	SMART
Address	535 Griswold Street, Suite 600
City, ST, Zip	Detroit, MI 48226
Fax/Phone Numbers	248-244-8187 (F) 313-223-2138 (P)
Contact Name/Title	Mr. Chuck Couwlier / Procurement Manager
Type of Engagement	Multiple Contracts for New and Remanufactured Bus Parts
Company	DART
Address	PO Box 660163
City, ST, Zip	Dallas TX, 75266
Fax/Phone Numbers	214 749-3666(F) 214 749-2712 (P)
Contact Name/Title	Deric Jeffries/ Contracts Specialist
Type of Engagement	Multiple Contracts for New and Remanufactured Bus Parts
Company	Metropolitan Transit Authority
Address	1220 McCarty Street
City, ST, Zip	Houston, TX 77029
Fax/Phone Numbers	713-739-4843 (P)
Contact Name/Title	Don Murphy / Manager of Procurement
Type of Engagement	Contract for Miscellaneous Bus Parts
Company	Detroit Department of Transprotation
Address	1301 East Warren
City, ST, Zip	Detroit, MI 48207
Fax/Phone Numbers	P - 313-833-1622
Contact Name/Title	Karla Marshall
Type of Engagement	Multiple Contracts for New and Remanufactured Bus Parts

Bidder's Company Name	Kirk's Automotive, Inc.
Legal Structure (corp./partner/proprietor)	Corporation
Principle Office Address	9330 Roselawn St.
City, ST, Zip	Detroit, MI 48204
Phone Number	313-933-7030
Fax Number	313-933-7073
E-Mail	rrk@kirksauto.com
Federal Employer Identification Number	38-1861184
Title of Person Authorized to Sign	President
Print Name of Person Authorized to Sign	Robert Kirkman
Date Signed and Authorized Signature	August 23, 2916

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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	Kirk's Automotive, Inc.
Legal Structure (corp./partner/proprietor)	Corporation
Principle Office Address	9330 Roselawn, St.
City, ST, Zip	Detroit, MI 48204
Phone Number	313-933-7030
Fax Number	313-933-7073
E-Mail	rrk@kirksauto.com
Federal Employer Identification Number	38-1861184
Title of Person Authorized to Sign	President
Print Name of Person Authorized to Sign	Robert Kirkman
Date Signed and Authorized Signature	August 23, 2016

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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	Kirk's Automotive, Inc.
(corp./partnership/sole proprietor)	Corporation
Principle Office Address	9330 Roselawn, St.
City, ST, Zip	Detroit, MI 48204
Phone Number	313-933-7030
Fax Number	313-933-7073
E-mail Number	rrk@kirksauto.com
Federal Employer I.D. Number	38-1861184
Title of Person Authorized to Sign	President
Print Name Authorized to Sign	Robert Kirkman
Authorized Signature	
Date Signed	August 23, 2016

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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	Kirk's Automotive, Inc.
Legal Structure (corp./partner/proprietor)	Corporation
Select One	[X] Prime or [ ] Subcontractor (submit after award)
Principle Office Address	9330 Roselawn, St.
City, ST, Zip	Detroit, MI 48204
Phone Number	313-933-7030
Fax Number	313-933-7073
E-Mail	rrk@kirksauto.com
Federal Employer Identification Number	38-1861184
Title of Person Authorized to Sign	President
Print Name of Person Authorized to Sign	Robert Kirkman
Date Signed and Authorized Signature	August 23, 2016

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

Submit this form with the BID, 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 NONE CL #
Address
City, ST, Zip
Phone Number Fax Number
Contact Name/Title
Type of Engagement
Type of work to be performed
Dollar value of participation DBE qualified? Yes ☐ No ☐

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

Company CL #
Address
City, ST, Zip
Phone Number Fax 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 Company Name Kirk's Automotive, Inc.
Legal Structure (corp./partner/proprietor) Corporation
Principle Office Address 9330 Roselawn, St.
City, ST, Zip Detroit, MI 48204
Phone Number 313-933-7030
Fax Number 313-933-7073
E-Mail rrk@kirksauto.com
Federal Employer Identification Number 38-1861184
Title of Person Authorized to Sign President
Print Name of Person Authorized to Sign Robert Kirkman
Date Signed and Authorized Signature August 23, 2016

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

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PROPOSED DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION (OPTIONAL)

This form must be submitted with the BID, to have it considered during BID evaluation. Additionally, for each bidder listed below, a current DBE certificate must be submitted with the BID as set forth in Section 2.0, Para 13.

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 None
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)

8/23/16

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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	Kirk's Automotive, Inc.
Legal Structure (corp./partner/proprietor)	Corporation
Select One	[X] Prime or [ ] Subcontractor (submit after award)
Principle Office Address	9330 Roselawn, St.
City, ST, Zip	Detroit, MI 48204
Phone Number	313-933-7030
Fax Number	313-933-7073
E-Mail	rrk@kirksauto.com
Federal Employer Identification Number	38-1861184
Title of Person Authorized to Sign	President
Print Name of Person Authorized to Sign	Robert Kirkman
Date Signed and Authorized Signature	August 23, 2016

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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.

Kirk's Automotive, Inc.'s "Warranty Claim Procedure" is as follows: OmniTrans will make a warranty claim by contacting Kirk's Automotive, Inc.'s customer service via phone at 313-933-7030 or email at rrk@kirksauto.com and provide the part number, work order number, and the date of installation of the item for which OmniTrans is claiming warranty. Kirk's Automotive, Inc. will coordinate the shipment of the warranty item back to Kirk's Automotive, Inc. for warranty evaluation. Kirk's Automotive, Inc. will repair or replace any item determined to be covered under Kirk's Automotive, Inc.'s warranty policy.

8/27/2016

OmniTrans

CONTRACT AGREEMENT

between

Custom Turbo Rebuilding, Inc. 11043 Shoemaker Avenue Santa Fe Springs, CA 90670 (hereinafter "CONTRACTOR") Contact: Jeramy Ostrander Telephone: (562-944-6314 Email: jeramyo@customturbo.com	**CONTRACT DOCUMENTS** **CONTRACT NO. MNT17-01J** **Rebuilt Parts and Services**
And	Contract Amount: $135,000
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 C - PRICING

This Agreement is made and entered into as of this ____ day of _____, 2016 by and between Omnitrans (hereinafter referred to as "OMNITRANS") and Custom Turbo Rebuilding, Inc. (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, OMNITRANS is a joint powers authority organized under Sections 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 November 30, 2019, 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 December 1, 2019 through November 30, 2021, which period encompasses the Initial Term and the two single Option Years.

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 One Hundred Thirty-Five Thousand Dollars ($135,000), 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 first base year 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

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	Custom Turbo Rebuilding, Inc. 11043 Shoemaker Avenue Santa Fe Springs, CA 90670 Attn: Lizbeth Landin Office Admin. accounting@customturbo.com

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
Jeramy Ostrander	President
Lizbeth Landin	Office Administration

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.

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**

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

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.

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-MNT17-01 and any and all of its Addenda, Appendices, Exhibits and Attachments; and (3) CONTRACTOR's bid dated September 15, 2016.

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	CUSTOM TURBO REBUILDING, INC.
_____	_____
P. Scott Graham CEO/General Manager	Jeramy Ostrander President/CEO
_____	_____
Date	Date

Federal Tax I.D. No. 95-3034343

DP_____

CM_____

ATTACHMENT C

MNT17-01J

Custom Turbo Rebuilding, Inc.

Unit Price

Item Num	Section	Item Code	Description	Unit	Unit Price
185	ENGINE	216850	Rebuilt Turbocharger, John Deere 8.1L Turbocharger	EA	$1,670.00

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BUY AMERICA CERTIFICATE (REQUIRED >$100,000)

Submit this form with the BID when the BID calls for:
Steel, Iron and Manufactured Products and/or for Rolling Stock
failure to do so is grounds for disqualification.

One (1) form required of each bidder having greater than a $100,000 share of the bid. Section 337 of the Surface Transportation Assistance Act of 1987, and the regulations in 49 CFR 661, as amended.

1. ☑ The bidder hereby certifies that it will comply with the above requirements and will ensure that the lower tier contractors and subcontractors will also comply with the requirements as referenced above.

2. ☐ The bidder hereby certifies that it cannot comply with the requirements as referenced above, however it may qualify for an exception to the requirement as listed below and or attached hereto.

Bidder's Company Name: Custom Turbo Rebuilding Inc.
Legal Structure (corp./partner/proprietor): Corp
Principle Office Address: 11043 Shoemaker Ave.
City, ST, Zip: Santa Fe Springs, CA 90670
Phone Number: (562) 944-6314
Fax Number: (562) 944-8010
E-Mail: accounting@customturbo.com
Federal Employer Identification Number: 95-3034343
Title of Person Authorized to Sign: President
Print Name of Person Authorized to Sign: Jeremy Ostrander
Date Signed and Authorized Signature:

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

Exceptions as referenced in check box number 2:

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CURRENT CLIENT REFERENCES. MINIMUM OF FIVE (5) REQUIRED

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

Company: L.A.C.M.T.A
Address: One Gateway Plaza
City, ST, Zip: Los Angeles, CA 90012-2952
Fax/Phone Numbers: 213-922-6193
Contact Name/Title: Annie Chou / Accounting
Type of Engagement: Supplied New and rebuild turbos.

Company: O.C.T.A
Address: 4301 W. McArthur
City, ST, Zip: Santa Ana, CA 92704
Fax/Phone Numbers: 714-560-5626 Fax: 714-560-5793
Contact Name/Title: Angela H. / Purchasing Agent
Type of Engagement: Supplied New / Rebuild Turbos.

Company: Garden Grove Unified School District
Address: 9871 Lampson Ave.
City, ST, Zip: Garden Grove, CA 92641
Fax/Phone Numbers: 714-663-6306 FAX: 714-893-3017
Contact Name/Title: Lee / Shop manager
Type of Engagement: Supplied New / Rebuild turbos

Company: Cal-Trans Sylmar
Address: 13200 Gran State Rd
City, ST, Zip: Sylmar CA 91342
Fax/Phone Numbers: 818-362-6707 x 250 FAX: 818 362 6583
Contact Name/Title: Adele - Purchasing Agent
Type of Engagement: Supplied New / Rebuild Turbos

Company: Vaccas Diesel
Address: 12350 Los Nietos Road
City, ST, Zip: Santa Fe Springs, CA 90670
Fax/Phone Numbers: 562-944-1311 FAX: 562-944-0077
Contact Name/Title: Tatiana - Purchasing
Type of Engagement: Supplied New / Rebuild turbos.

Bidder's Company Name: Custom turbo Rebuilding Inc.
Legal Structure (corp./partner/proprietor): corp.
Principle Office Address: 11643 Shoemaker Ave
City, ST, Zip: Santa Fe Springs
Phone Number: 562-944-6314
Fax Number: 562-944-8010
E-Mail: accounting@customturbo.com.
Federal Employer Identification Number: 95-3033-4343
Title of Person Authorized to Sign: President
Print Name of Person Authorized to Sign: Jeremy Strawder.
Date Signed and Authorized Signature: 8-23-16

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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: Custom Turbo Rebuilding Inc.

Legal Structure (corp./partner/proprietor): Corp.

Principle Office Address: 11043 Shoemaker Ave.

City, ST, Zip: Santa Fe Springs, CA 90670

Phone Number: (562) 944-6314

Fax Number: (562) 944-9010

E-Mail: accounting@customturbo.com

Federal Employer Identification Number: 95-3034343

Title of Person Authorized to Sign: President

Print Name of Person Authorized to Sign: Jeremy Ostrander

Date Signed and Authorized Signature: 8-23-16

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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: Custom Turbo Rebuilding Inc.
(corp./partnership/sole proprietor): Corp.
Principle Office Address: 11043 Shoemaker Ave.
City, ST, Zip: Santa Fe Springs, CA 90670
Phone Number: 562-944-6314
Fax Number: 562-944-8010
E-mail Number: Accounting@customturbo.com
Federal Employer I.D. Number: 95-3034343
Title of Person Authorized to Sign: President
Print Name Authorized to Sign: Jeremy Ostrander
Authorized Signature:
Date Signed: 8/23/2016

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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: Custom Turbo Rebuilding Inc.

Legal Structure (corp./partner/proprietor): Corp

Select One: ☑ Prime or ☐ Subcontractor (submit after award)

Principle Office Address: 11043 Shoemaker Ave.

City, ST, Zip: Santa Fe Springs, CA 90670

Phone Number: 562-944-6314

Fax Number: 562-944-9010

E-Mail: accounting@customturbo.com

Federal Employer Identification Number: 95-3034343

Title of Person Authorized to Sign: President

Print Name of Person Authorized to Sign: Jeremy Ostrander

Date Signed and Authorized Signature: 8-23-16

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

Submit this form with the BID, 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 CL #
Address
City, ST, Zip
Phone Number Fax Number
Contact Name/Title
Type of Engagement
Type of work to be performed
Dollar value of participation DBE qualified? Yes ☐ No ☐

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

Company N/A CL #
Address
City, ST, Zip
Phone Number Fax 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 Company Name Custom Turbo Rebuilding Inc.
Legal Structure (corp./partner/proprietor) Corp
Principle Office Address 11043 Shoemaker Ave.
City, ST, Zip Santa Fe Springs, CA 90670
Phone Number 562-944-6314
Fax Number 562-944-9010
E-Mail accounting@customturbo.com
Federal Employer Identification Number 95-3034343
Title of Person Authorized to Sign President
Print Name of Person Authorized to Sign Jeremy Ostrander
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: Custom Turbo Rebuilding Inc.
Address: 11043 Shoemaker Ave.
City, ST, zip: Santa Fe Springs, CA 90670
Phone Number: 562 944-6314
Fax Number: 562 944-8010
Contact Name: Jeremy Ostramer
Type of work to be performed: Engine Components / rebuilding
Dollar value of participation: $100 000.00
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: Custom Turbo Rebuilding Inc.

Legal Structure (corp./partner/proprietor): Corp

Select One: ☑ Prime or ☐ Subcontractor (submit after award)

Principle Office Address: 11043 Shoemaker Ave.

City, ST, Zip: Santa Fe Springs, CA 90670

Phone Number: 562-944-9314

Fax Number: 562-944-8010

E-Mail: accounting@customturbo.com

Federal Employer Identification Number: 95-3034343

Title of Person Authorized to Sign: President

Print Name of Person Authorized to Sign: Jeremy Ostrander.

Date Signed and Authorized Signature:

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OMNITRANS
IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Section 2200 *et seq.*)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

☑ The Contractor is not:

(i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(ii) a financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ Omnitrans has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, Omnitrans will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☑ The amount of the Contract payable to the Contractor for the Project does not exceed $1,000,000.

Signed _____

Titled President / CEO

Firm Custom Turbo Rebuilding

Date 8/23/2016

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

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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.

Buyer Agrees that of 5% per month will be charged on all delinquent accounts. Terms are Net 30. All new Items are warranted by the respective manufacturer not by Custom Turbo. All Rebuilts are warranted 12 mo unlimited mileage.

CONTRACT AGREEMENT

between

Harbor Diesel and Equipment 537 W. Anaheim Street Long Beach, CA 90813 (hereinafter "CONTRACTOR") Telephone: (562) 591-5665 Fax: (562) 591-2941 Email: bids@harbordiesel.com	)	**CONTRACT DOCUMENTS** **CONTRACT NO. MNT17-24A** **JOHN DEERE BUS PARTS II**
And	)	Contract Amount:$100,000
Omnitrans 1700 West Fifth Street San Bernardino, CA 92411 (hereinafter "OMNITRANS")	)	Omnitrans Project Manager: Name: Rick Barone Title: Materials Supervisor Telephone: (909) 379-7204 Fax: (909) 379-7107 Email:rick.barone@omnitrans.org Contract Administrator: Name: Krystal Turner Title: Contract Administrator Telephone: (909) 379-7202 Fax: (909) 379-7402 Email: krystal.turner@omnitrans.org

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ATTACHMENTS:

ATTACHMENT A – PRICING

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This Agreement is made and entered into as of this _____ day of November, 2016 by and between Omnitrans (hereinafter referred to as "OMNITRANS") and Harbor Diesel and Equipment (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, OMNITRANS is a joint powers authority organized under Sections 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 January 5, 2019, 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 January 5, 2019 through January 6, 2021, which period encompasses the Initial Term and the Option Year 1 and Option Year 2.

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 in Attachment A, and subject to the maximum cumulative payment obligation.

OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed One Hundred Thousand Dollars ($100,000), 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.

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: Krystal Turner, Contract Administrator	Harbor Diesel and Equipment 537 W. Anaheim Street Long Beach, CA 90813 Attn: Pat Vuoso

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.

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
Pat Vuoso	Manager - Parts
_____	_____
_____	_____
_____	_____

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.

Subcontractor's Name and Address	Work to Be Performed
N/A	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 <u>Omnitrans, its officers, officials, employees, agents and volunteers</u> 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**

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

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.

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-MNT17-24 and any and all of its Addenda, Appendices, Exhibits and Attachments; and (3) CONTRACTOR's proposal dated September 7, 2016.

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	HARBOR DIESEL AND EQUIPMENT
_____	_____
P. SCOTT GRAHAM CEO/General Manager	PAT VUOSO Manager -Parts
_____	_____
DATE	

Federal Tax I.D. No. 95-2679009

DP___
CM___

ATTACHMENT A - PRICING
MNT17-24A
JOHN DEERE BUS PARTS

Item Num	Item Code	Item Type	Description	ModelNum	Unit of Measure	*Quantity	**Base Year
1	21329		FILTER ;NF,JOHNDEER 8.1 OIL	RE57394	EA	1	$14.98
2	34389		FILTER ;JOHNDEER 8.1 SECONDARY FUEL	R515100	EA	1	$24.50
7	54247		GASKET ;JOHNDEER P/S PUMP	R96935, 4988280	EA	1	$5.82
9	56960		ADAPTER ;JOHNDEER FUEL BLOCK	R127091	EA	1	$5.69
10	57174		SCREW ;JOHNDEER FUEL BLOCK CAP	R129826	EA	1	$31.21
11	58784		RING ;JOHNDEER W/P SNAP	R121316	EA	1	$6.13
12	216061		HEAD,JOHNDEER 8.1 CYLINDER	RE503996	EA	1	$4,165.41
13	216242		GASKET,JOHNDEER REAR ENG. SEAL HOUSING	R520504	EA	1	$4.93
14	216398		TUBE,JOHNDEER 8.1 ENG. DIPSTICK	RE42081	EA	1	$33.97
15	216416		PIN,JOHNDEER ENG. DOWEL	H79910	EA	1	$4.33
16	216484		PLATE,JOHNDEER FLYWHEEL DIAMOND WASHER	R524748	EA	1	$120.66
17	216486		SCREW,JOHNDEER FLYWHEEL CAP	R93238	EA	1	$1.93
18	216629		GASKET,JOHNDEER 8.1 ENG.	R88397	EA	1	$4.48
19	216635		SPRING,JOHNDEER 8.1 ENG	R102844	EA	1	$3.70
20	216637		SEAL,JOHNDEER 8.1 ENG.	RE534261, RE543639	EA	1	$20.34
21	216850		TURBO,JOHNDEER REBUILT 8.1 ENGINE	SE501670, SE532788	EA	1	$2,389.09
22	216975		PLATE,JOHNDEER INSPECTION	R89195	EA	1	$16.08
23	217136		ADAPTER, JOHNDEER OIL COOLER	R520090, R124029	EA	1	$115.31
24	217264		SCREW,JOHNDEER AUXILLARY DRIVE	R124963	EA	1	$1.33
25	217279		GASKET,JOHNDEER TIMING GEAR COVER	R119384	EA	1	$11.42
26	217281		SENSOR,JOHNDEER 8.1 IGN. SYSTEM	RE51798	EA	1	$87.82
27	217283		SHAFT,JOHNDEER 8.1 AUXILLARY DRIVE	R116408	EA	1	$26.85
28	217285		WHEEL,JOHNDEER 8.1 CYL & CAMSHAFT	R516686	EA	1	$198.33
29	217308		O-RING,JOHNDEER TRANSDUCER	R79060	EA	1	$0.50
30	217324		GEAR,JOHNDEER 8.1 ENG.	R517349, R524337	EA	1	$214.67
31	217401		FITTING,JOHNDEER ADAPTER	R119653	EA	1	$5.54
32	217426		SCREW,JOHNDEER TIMING COVER	R504586, 19H3693	EA	1	$1.76
33	217447		BUSHING,JOHNDEER PISTON PIN	R74008	EA	1	$25.29
34	217449		SCREW,JOHNDEER CONN ROD CAP	R501035	EA	1	$4.17
36	217487		JOHNDEER 8.1 TIMING GEAR COVER	R502082	EA	1	$318.03
38	217613		HARNESS,JOHNDEER ACTUATOR(RE545830)	RE545947	EA	1	$95.62
39	217673		ADAPTER,JOHNDEER OIL COOLER	R124028	EA	1	$110.69
40	217756		PAN,JOHNDEER 8.1 OIL(STYLE 1903)	R505470, RE522654	EA	1	$995.30
41	218415		BEARING,JOHNDEER .010 OVER MAIN	RE534181	EA	1	$44.41
42	218417		BEARING,JOHNDEER .010 OVER THRUST	RE534183	EA	1	$71.07
43	218419		BEARING,JOHNDEER .010 OVER ROD	RE534185	EA	1	$28.59
45	220742		SPUR GEAR; JOHNDEERE 8.1	RE65939	EA	1	$257.46

*Omnitrans makes no guarantee of usage with regard to quantity
**Base Year 1 - All subsequent year pricing shall be determined in January of each year using the chage (increase or decrease) of Consumer Price Index (CPI).

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BUY AMERICA CERTIFICATE (REQUIRED >$100,000)

Submit this form with the BID when the BID calls for:
Steel, Iron and Manufactured Products and/or for Rolling Stock
failure to do so is grounds for disqualification.

One (1) form required of each bidder having greater than a $100,000 share of the bid. Section 337 of the Surface Transportation Assistance Act of 1987, and the regulations in 49 CFR 661, as amended.

1. [X] The bidder hereby certifies that it will comply with the above requirements and will ensure that the lower tier contractors and subcontractors will also comply with the requirements as referenced above.

2. [ ] The bidder hereby certifies that it cannot comply with the requirements as referenced above, however it may qualify for an exception to the requirement as listed below and or attached hereto.

Bidder's Company Name	Harbor Diesel and Equipment, Inc.
Legal Structure (corp./partner/proprietor)	dba HD Industries
Principle Office Address	537 W. Anaheim St.
City, ST, Zip	Long Beach, CA 90813
Phone Number	562-591-5665
Fax Number	562-591-2941
E-Mail	bids@harbordiesel.com
Federal Employer Identification Number	95-2679009
Title of Person Authorized to Sign	Manager - Parts
Print Name of Person Authorized to Sign	Pat Vuoso
Date Signed and Authorized Signature	8/30/16

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

Exceptions as referenced in check box number 2:

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BUY AMERICA CERTIFICATE INSTRUCTIONS

1. The Buy America requirement is set forth in Section 165 of the Surface Transportation Act of 1982, as amended by Section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, FTA regulations at 49 CFR Part 661, as amended, and by any guidance issued by FTA.

2. **A Buy America Certificate for *steel, iron and manufactured products and/or for rolling stock* must be completed and submitted with bids/proposals for all procurements of greater than $100,000.00.** A bid/proposal which does not include the completed Certificate will be considered non-responsive. If the Contractor fails to comply, it will be ordered to take the necessary steps to achieve compliance but will not be allowed to change its original Contract price. If the Contractor fails to take the necessary steps to achieve compliance, the Contract will not be awarded or the Contractor will be in breach of the Contract, if awarded.

3. Inclusion of *Certificate of Non-compliance with Section 165 (b) (3)* in a bid/proposal constitutes an application by the bidder/proposer for an exception to the Buy America requirement. If an exception is not granted by FTA, the bid/proposal will be considered non-responsive.

4. Section 164a of the Surface Transportation Assistance Act of 1982, as amended by Section 337 of the Surface Transportation Assistance Act of 1987, permits FTA participation on this Contract only if steel, iron and manufactured products used in the Contract are produced in the United States. These Acts and their implementing regulations set forth the following requirements:

a) Notwithstanding any other provisions of law, the Secretary of Transportation shall not obligate any funds authorized to be appropriated by this Act or by any Act amended by this Act or after the date of enactment of this Act, any funds authorized to be appropriated by Title 23, U.S. Code, the Federal Transit Act, as amended through June 1992, or the Surface Transportation Assistance Act of 1978, and administered by the Department of Transportation unless steel, iron and manufactured products used in such project are produced in the U.S. For a manufactured product to be considered produced in the U.S., all of the manufacturing processes must take place in the U.S. and all items or material used in the product must be of U.S. origin.

b) The provisions of subsection (a) of this section shall not apply where the Secretary finds: (1) that their application would be inconsistent with the public interest; (2) that such materials and products are not products in the U.S. in sufficient and reasonably available quantities and of a satisfactory quality; (3) that inclusion of domestic material will increase the cost of the item or material by more than 25%.

c) In the case of the procurement of bus and other rolling stock (including train control, communication and traction power equipment) under the Federal Transit Act, as amended through June 1992, subsection (a) does not apply if (i) the cost of components which are produced in the U.S. is more than 60% of the total cost of the vehicle or equipment and (ii) final assembly of the vehicle will take place in the U.S. In order for a component to be deemed "produced in the U.S.", the total cost of the subcomponent must meet the same 60% domestic content requirement and be manufactured in the U.S.

A component is any article, material or supply, whether manufactured or unmanufactured, that is directly incorporated into the vehicle or equipment at the final assembly location. A component may be composed of subcomponents. A subcomponent is considered to be 100% of domestic origin if it is manufactured in the U.S. If a component meets the domestic content requirement, then the entire cost of the component may be used in calculating the cost of domestic content of the vehicle or equipment.

If a component is manufactured in the U.S. but contains less than the domestic content requirement, the cost of the domestic subcomponents and the cost of manufacturing the component may be included in the calculation of the domestic content of the vehicle or equipment. The actual cost, not the Contract price, of a component is to be used in calculating the component cost.

For purposes of this subsection (c), in calculating the cost of components, labor costs involved in final assembly shall not be included in the calculation.

(d) Any State may impose more stringent requirements than these on the use of articles, materials and supplies mined, produced or manufactured in foreign countries in projects carried out with Federal assistance.

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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	Harbor Diesel and Equipment, Inc.
Legal Structure (corp./partner/proprietor)	Corporation
Select One	[X] Prime or [ ] Subcontractor (submit after award)
Principle Office Address	537 W. Anaheim St.
City, ST, Zip	Long Beach, CA 90813
Phone Number	562-591-5665
Fax Number	562-591-2941
E-Mail	bids@harbordiesel.com
Federal Employer Identification Number	95-2679009
Title of Person Authorized to Sign	Manager - Parts
Print Name of Person Authorized to Sign	Pat Vuoso
Date Signed and Authorized Signature	8/30/16

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PROPOSED DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION (OPTIONAL)

This form must be submitted with the BID, to have it considered during BID evaluation. Additionally, for each bidder listed below, a current DBE certificate must be submitted with the BID as set forth in Section 2.0, Para 13.

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 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 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 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

(DUPLICATE THIS FORM AS REQUIRED)

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

Submit this form with the BID, 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 CL #
Address
City, ST, Zip
Phone Number Fax Number
Contact Name/Title
Type of Engagement
Type of work to be performed
Dollar value of participation DBE qualified? Yes ☐ No ☐

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

Company N/A CL #
Address
City, ST, Zip
Phone Number Fax 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 Company Name Harbor Diesel and Equipment, Inc.
Legal Structure (corp./partner/proprietor) Corporation
Principle Office Address 537 W. Anaheim St.
City, ST, Zip Long Beach, CA 90813
Phone Number 562-591-5665
Fax Number 562-591-2941
E-Mail bids@harbordiesel.com
Federal Employer Identification Number 95-2679009
Title of Person Authorized to Sign Manager - Parts
Print Name of Person Authorized to Sign Pat Vuoso
Date Signed and Authorized Signature 8-30-16

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

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OMNITRANS
IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Section 2200 *et seq.*)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

☒ The Contractor is not:

(i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(ii) a financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ Omnitrans has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, Omnitrans will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Project does not exceed $1,000,000.

Signed _____

Titled Manager - Parts

Firm Harbor Diesel and Equipment, Inc.

Date 8/30/16

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

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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	Harbor Diesel and Equipment, Inc.
Legal Structure (corp./partner/proprietor)	Corporation
Principle Office Address	537 W. Anaheim St.
City, ST, Zip	Long Beach, CA 90813
Phone Number	562-591-5665
Fax Number	562-591-2941
E-Mail	bids@harbordiesel.com
Federal Employer Identification Number	95-2679009
Title of Person Authorized to Sign	Manager - Parts
Print Name of Person Authorized to Sign	Pat Vuoso
Date Signed and Authorized Signature	8/30/16

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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	Harbor Diesel and Equipment, Inc.
Legal Structure (corp./partner/proprietor)	Corporation
Select One	[X] Prime or [ ] Subcontractor (submit after award)
Principle Office Address	537 W. Anaheim St.
City, ST, Zip	Long Beach, CA 90813
Phone Number	562-591-5665
Fax Number	562-591-2941
E-Mail	bids@harbordiesel.com
Federal Employer Identification Number	95-2679009
Title of Person Authorized to Sign	Manager - Parts
Print Name of Person Authorized to Sign	Pat Vuoso
Date Signed and Authorized Signature	8/30/16

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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	Harbor Diesel and Equipment, Inc.
(corp./partnership/sole proprietor)	Corporation
Principle Office Address	537 W. Anaheim St.
City, ST, Zip	Long Beach, CA 90813
Phone Number	562-591-5665
Fax Number	562-591-2941
E-mail Number	bids@harbordiesel.com
Federal Employer I.D. Number	95-2679009
Title of Person Authorized to Sign	Manager - Parts
Print Name Authorized to Sign	Pat Vuoso
Authorized Signature	
Date Signed	8-30-16

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CURRENT CLIENT REFERENCES. MINIMUM OF FIVE (5) REQUIRED

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

Company	Sacramento Regional Transit District
Address	1323 28th St. / P.O. Box 2110
City, ST, Zip	Sacramento, CA 95812-2110
Fax/Phone Numbers	916-557-4517 (fax) / 916-321-2923 (phone)
Contact Name/Title	Eric Houston - Materials Management Superintendent
Type of Engagement	Contract

Company	Long Beach Transit
Address	1963 E. Anaheim St.
City, ST, Zip	Long Beach, CA 90813
Fax/Phone Numbers	562-599-8930 (fax) / 562-599-8553 (phone)
Contact Name/Title	Mike Zito - Buyer / Procurement
Type of Engagement	As needed

Company	Sun Metro - City of El Paso
Address	700 San Francisco
City, ST, Zip	El Paso, TX 79901
Fax/Phone Numbers	915-534-5884 (fax) / 915-534-5873 (phone)
Contact Name/Title	Luz M. Espinosa - Transit Stock Controller
Type of Engagement	Contract

Company	MV Transportation Division 222
Address	2751 Simmons Ave.
City, ST, Zip	North Las Vegas, NV 89032
Fax/Phone Numbers	702-636-0669 (fax) / 702-636-0623 (phone)
Contact Name/Title	Nassri Nasser - Parts Manager
Type of Engagement	As needed

Company	Keolis Transit
Address	5165 W. Sunset Road
City, ST, Zip	Las Vegas, NV 89118
Fax/Phone Numbers	702-851-2591 (fax) / 702-851-2633 (phone)
Contact Name/Title	Arthur Spear - Parts Manager
Type of Engagement	As needed

Bidder's Company Name	Harbor Diesel and Equipment, Inc.
Legal Structure (corp./partner/proprietor)	Corporation
Principle Office Address	537 W. Anaheim St.
City, ST, Zip	Long Beach, CA 90813
Phone Number	562-591-5665
Fax Number	562-591-2941
E-Mail	bids@harbordiesel.com
Federal Employer Identification Number	95-2679009
Title of Person Authorized to Sign	Manager - Parts
Print Name of Person Authorized to Sign	Pat Vuoso
Date Signed and Authorized Signature	8/30/16

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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	Harbor Diesel and Equipment, Inc.
Legal Structure (corp./partner/proprietor)	Corporation
Principle Office Address	537 W. Anaheim St.
City, ST, Zip	Long Beach, CA 90813
Phone Number	562-591-5665
Fax Number	562-591-2941
E-Mail	bids@harbordiesel.com
Federal Employer Identification Number	95-2679009
Title of Person Authorized to Sign	Manager - Parts
Print Name of Person Authorized to Sign	Pat Vuoso
Date Signed and Authorized Signature	8/30/16

CONTRACT AGREEMENT

between

A-Z Bus Sales, Inc. 1900 South Riverside Avenue Colton, CA 92324	**CONTRACT DOCUMENTS** **CONTRACT NO. MNT17-24B** **<u>JOHN DEERE BUS PARTS II</u>**
(hereinafter "CONTRACTOR") Telephone: (951) 781-7188 Fax: (951) 684-8031 Email: jpederson@a-zbus.com	
And	Contract Amount:$100,000
Omnitrans 1700 West Fifth Street San Bernardino, CA 92411 (hereinafter "OMNITRANS")	<u>Omnitrans Project Manager</u>: Name: Rick Barone Title: Materials Supervisor Telephone: (909) 379-7204 Fax: (909) 379-7107 Email:rick.barone@omnitrans.org <u>Contract Administrator</u>: Name: Krystal Turner Title: Contract Administrator Telephone: (909) 379-7202 Fax: (909) 379-7402 Email: krystal.turner@omnitrans.org

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ATTACHMENTS:

ATTACHMENT A – PRICING

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ATTACHMENT C - FORMS

This Agreement is made and entered into as of this _____ day of November, 2016 by and between Omnitrans (hereinafter referred to as "OMNITRANS") and A-Z Bus Sales, Inc. (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, OMNITRANS is a joint powers authority organized under Sections 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 January 5, 2019, 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 January 5, 2019 through January 6, 2021, which period encompasses the Initial Term and the Option Years.

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 in Attachment A, and subject to the maximum cumulative payment obligation.

OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed One Hundred Thousand Dollars ($100,000), 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.

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: Krystal N. Turner	A-Z Bus Sales, Inc. 1900 South Riverside Avenue Colton, CA 92324 Attn: Jerry Pederson

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.

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
Jerry Pederson	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.

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 <u>Omnitrans, its officers, officials, employees, agents and volunteers</u> 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**

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

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.

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-MNT17-24 and any and all of its Addenda, Appendices, Exhibits and Attachments; and (3) CONTRACTOR's bid dated September 9, 2016.

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	A-Z BUS SALES, INC.
_____	_____
P. SCOTT GRAHAM CEO/General Manager	JERRY PEDERSON Parts Manager
_____	_____
DATE	

Federal Tax I.D. No. 33-0065644

DP___
CM___

ATTACHMENT A - PRICING

MNT17-24B

JOHN DEERE BUS PARTS

Item Num	Item Code	Item Type	Description	ModelNum	Unit of Measure	*Quantity	**Base Year 1
1	21329		FILTER ;NF,JOHNDEER 8.1 OIL	RE57394	EA	1	$ 15.25
2	34389		FILTER ;JOHNDEER 8.1 SECONDARY FUEL	R515100	EA	1	$ 24.49
3	54247		GASKET ;JOHNDEER P/S PUMP	R96935, 4988280	EA	1	$ 2.51
4	54593		SENSOR ;JOHNDEER THROTTLE PRESSURE	12219935, RE61408	EA	1	$ 83.00
5	56960		ADAPTER ;JOHNDEER FUEL BLOCK	R127091	EA	1	$ 5.78
6	57174		SCREW ;JOHNDEER FUEL BLOCK CAP	R129826	EA	1	$ 31.20
7	58784		RING ;JOHNDEER W/P SNAP	R121316	EA	1	$ 6.23
8	216061		HEAD,JOHNDEER 8.1 CYLINDER	RE503996	EA	1	$ 5,045.40
9	216242		GASKET,JOHNDEER REAR ENG. SEAL HOUSING	R520504	EA	1	$ 5.02
10	216398		TUBE,JOHNDEER 8.1 ENG. DIPSTICK	RE42081	EA	1	$ 34.44
11	216416		PIN,JOHNDEER ENG. DOWEL	H79910	EA	1	$ 4.38
12	216484		PLATE,JOHNDEER FLYWHEEL DIAMOND WASHER	R524748	EA	1	$ 120.65
13	216486		SCREW,JOHNDEER FLYWHEEL CAP	R93238	EA	1	$ 1.69
14	216629		GASKET,JOHNDEER 8.1 ENG.	R88397	EA	1	$ 4.54
15	216635		SPRING,JOHNDEER 8.1 ENG	R102844	EA	1	$ 3.74
16	216637		SEAL,JOHNDEER 8.1 ENG.	RE534261, RE543639	EA	1	$ 20.33
17	216850		TURBO,JOHNDEER REBUILT 8.1 ENGINE	SE501670, SE532788	EA	1	$ 2,600.60
18	216975		PLATE,JOHNDEER INSPECTION	R89195	EA	1	$ 17.53
19	217136		ADAPTER, JOHNDEER OIL COOLER	R520090, R124029	EA	1	$ 115.31
20	217264		SCREW,JOHNDEER AUXILLARY DRIVE	R124963	EA	1	$ 1.04
21	217279		GASKET,JOHNDEER TIMING GEAR COVER	R119384	EA	1	$ 11.63
22	217281		SENSOR,JOHNDEER 8.1 IGN. SYSTEM	RE51798	EA	1	$ 87.82
23	217283		SHAFT,JOHNDEER 8.1 AUXILLARY DRIVE	R116408	EA	1	$ 27.97
24	217285		WHEEL,JOHNDEER 8.1 CYL & CAMSHAFT	R516686	EA	1	$ 198.33
25	217308		O-RING,JOHNDEER TRANSDUCER	R79060	EA	1	$ 0.49
26	217324		GEAR,JOHNDEER 8.1 ENG.	R517349, R524337	EA	1	$ 219.69
27	217401		FITTING,JOHNDEER ADAPTER	R119653	EA	1	$ 5.64
28	217426		SCREW,JOHNDEER TIMING COVER	R504586, 19H3693	EA	1	$ 0.72
29	217447		BUSHING,JOHNDEER PISTON PIN	R74008	EA	1	$ 25.12
30	217449		SCREW,JOHNDEER CONN ROD CAP	R501035	EA	1	$ 4.56
31	217487		JOHNDEER 8.1 TIMING GEAR COVER	R502082	EA	1	$ 318.03
32	217613		HARNESS,JOHNDEER ACTUATOR(RE545830)	RE545947	EA	1	$ 95.32
33	217673		ADAPTER,JOHNDEER OIL COOLER	R124028	EA	1	$ 110.69
34	217756		PAN,JOHNDEER 8.1 OIL(STYLE 1903)	R505470, RE522654	EA	1	$ 1,035.11
35	218415		BEARING,JOHNDEER .010 OVER MAIN	RE534181	EA	1	$ 44.40
36	218417		BEARING,JOHNDEER .010 OVER THRUST	RE534183	EA	1	$ 71.07
37	218419		BEARING,JOHNDEER .010 OVER ROD	RE534185	EA	1	$ 28.58
38	220742		SPUR GEAR; JOHNDEERE 8.1	RE65939	EA	1	$ 270.32

*Omnitrans makes no guarantee of usage with regard to quantity

**Base Year 1 - All subsequent year pricing shall be determined in January of each year using the chage (increase or decrease) of Consumer Price Index (CPI).

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BUY AMERICA CERTIFICATE (REQUIRED >$100,000)

Submit this form with the BID when the BID calls for:
Steel, Iron and Manufactured Products and/or for Rolling Stock
failure to do so is grounds for disqualification.

One (1) form required of each bidder having greater than a $100,000 share of the bid. Section 337 of the Surface Transportation Assistance Act of 1987, and the regulations in 49 CFR 661, as amended.

1. [X] The bidder hereby certifies that it will comply with the above requirements and will ensure that the lower tier contractors and subcontractors will also comply with the requirements as referenced above.

2. [ ] The bidder hereby certifies that it cannot comply with the requirements as referenced above, however it may qualify for an exception to the requirement as listed below and or attached hereto.

Bidder's Company Name	A-Z Bus Sales, Inc.
Legal Structure (corp./partner/proprietor)	Corporation
Principle Office Address	1900 South Riveside Ave.
City, ST, Zip	Colton, CA 92324
Phone Number	951-781-7188
Fax Number	951-684-8031
E-Mail	jpederson@a-zbus.com
Federal Employer Identification Number	33-0065644
Title of Person Authorized to Sign	Parts Manager
Print Name of Person Authorized to Sign	Jerry Pederson
Date Signed and Authorized Signature	9-9-16

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

Exceptions as referenced in check box number 2:

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BUY AMERICA CERTIFICATE INSTRUCTIONS

1. The Buy America requirement is set forth in Section 165 of the Surface Transportation Act of 1982, as amended by Section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, FTA regulations at 49 CFR Part 661, as amended, and by any guidance issued by FTA.

2. **A Buy America Certificate for *steel, iron and manufactured products and/or for rolling stock* must be completed and submitted with bids/proposals for all procurements of greater than $100,000.00**. A bid/proposal which does not include the completed Certificate will be considered non-responsive. If the Contractor fails to comply, it will be ordered to take the necessary steps to achieve compliance but will not be allowed to change its original Contract price. If the Contractor fails to take the necessary steps to achieve compliance, the Contract will not be awarded or the Contractor will be in breach of the Contract, if awarded.

3. Inclusion of *Certificate of Non-compliance with Section 165 (b) (3)* in a bid/proposal constitutes an application by the bidder/proposer for an exception to the Buy America requirement. If an exception is not granted by FTA, the bid/proposal will be considered non-responsive.

4. Section 164a of the Surface Transportation Assistance Act of 1982, as amended by Section 337 of the Surface Transportation Assistance Act of 1987, permits FTA participation on this Contract only if steel, iron and manufactured products used in the Contract are produced in the United States. These Acts and their implementing regulations set forth the following requirements:

a) Notwithstanding any other provisions of law, the Secretary of Transportation shall not obligate any funds authorized to be appropriated by this Act or by any Act amended by this Act or after the date of enactment of this Act, any funds authorized to be appropriated by Title 23, U.S. Code, the Federal Transit Act, as amended through June 1992, or the Surface Transportation Assistance Act of 1978, and administered by the Department of Transportation unless steel, iron and manufactured products used in such project are produced in the U.S. For a manufactured product to be considered produced in the U.S., all of the manufacturing processes must take place in the U.S. and all items or material used in the product must be of U.S. origin.

b) The provisions of subsection (a) of this section shall not apply where the Secretary finds: (1) that their application would be inconsistent with the public interest; (2) that such materials and products are not products in the U.S. in sufficient and reasonably available quantities and of a satisfactory quality; (3) that inclusion of domestic material will increase the cost of the item or material by more than 25%.

c) In the case of the procurement of bus and other rolling stock (including train control, communication and traction power equipment) under the Federal Transit Act, as amended through June 1992, subsection (a) does not apply if (i) the cost of components which are produced in the U.S. is more than 60% of the total cost of the vehicle or equipment and (ii) final assembly of the vehicle will take place in the U.S. In order for a component to be deemed "produced in the U.S.", the total cost of the subcomponent must meet the same 60% domestic content requirement and be manufactured in the U.S.

A component is any article, material or supply, whether manufactured or unmanufactured, that is directly incorporated into the vehicle or equipment at the final assembly location. A component may be composed of subcomponents. A subcomponent is considered to be 100% of domestic origin if it is manufactured in the U.S. If a component meets the domestic content requirement, then the entire cost of the component may be used in calculating the cost of domestic content of the vehicle or equipment.

If a component is manufactured in the U.S. but contains less than the domestic content requirement, the cost of the domestic subcomponents and the cost of manufacturing the component may be included in the calculation of the domestic content of the vehicle or equipment. The actual cost, not the Contract price, of a component is to be used in calculating the component cost.

For purposes of this subsection (c), in calculating the cost of components, labor costs involved in final assembly shall not be included in the calculation.

(d) Any State may impose more stringent requirements than these on the use of articles, materials and supplies mined, produced or manufactured in foreign countries in projects carried out with Federal assistance.

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CURRENT CLIENT REFERENCES. MINIMUM OF FIVE (5) REQUIRED

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

Company	Lake Elsinore Unified
Address	21641 Bundy Canyon Road
City, ST, Zip	Wildomar, CA 92595
Fax/Phone Numbers	951-253-7000
Contact Name/Title	Alex or Rubin
Type of Engagement	Sell John Deere Engine Parts

Company	Rialto Unified School District
Address	625 West Rialto Ave.
City, ST, Zip	Rialto, CA 92376
Fax/Phone Numbers	909-820-7700
Contact Name/Title	Larry, Dan or James
Type of Engagement	Sell John Deere Engine Parts

Company	Redland Unified School District
Address	956 East Citrus
City, ST, Zip	Redland, CA 92373
Fax/Phone Numbers	909-307-5300
Contact Name/Title	Jake
Type of Engagement	Sell John Deere Engine Parts

Company	Chaffey School District
Address	1112 North Vin Ave.
City, ST, Zip	Ontario, CA 91762
Fax/Phone Numbers	909-460-5642
Contact Name/Title	Dennis
Type of Engagement	Sell John Deere Engine Parts

Company	Jurupa Unified School District
Address	4740 Pedley
City, ST, Zip	Riverside, CA 92509
Fax/Phone Numbers	951-360-2736
Contact Name/Title	Richard
Type of Engagement	Sell John Deere Engine Parts

Bidder's Company Name	A-Z Bus Sales , Inc.l
Legal Structure (corp./partner/proprietor)	Corporation
Principle Office Address	1900 South Riverside Ave.
City, ST, Zip	Colton , CA 92324
Phone Number	951-781-7188
Fax Number	951-684-8031
E-Mail	jpederson@a-zbus.com
Federal Employer Identification Number	33-0065644
Title of Person Authorized to Sign	Parts Manager
Print Name of Person Authorized to Sign	Jerry Pederson
Date Signed and Authorized Signature	9-9-16

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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	A-Z Bus Sales, Inc.
Legal Structure (corp./partner/proprietor)	Corporation
Principle Office Address	1900 South Riverside Ave.
City, ST, Zip	Colton, CA 92324
Phone Number	951-781-7188
Fax Number	951-684-8031
E-Mail	jpederson@a-zbus.com
Federal Employer Identification Number	33-0065644
Title of Person Authorized to Sign	Parts Manager
Print Name of Person Authorized to Sign	Jerry Pederson
Date Signed and Authorized Signature	9-5-16

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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	A-Z Bus Sales, Inc.
(corp./partnership/sole proprietor)	Corporation
Principle Office Address	1900 South Riverside Ave.
City, ST, Zip	Colton, CA 92324
Phone Number	951-781-7188
Fax Number	951-684-8031
E-mail Number	jpederson@a-zbus.com
Federal Employer I.D. Number	33-0065644
Title of Person Authorized to Sign	Parts Manager
Print Name Authorized to Sign	Jerry Pederson
Authorized Signature	
Date Signed	9-7-2016

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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	A-Z Bus Sales, Inc.
Legal Structure (corp./partner/proprietor)	Corporation
Select One	[X] Prime or [ ] Subcontractor (submit after award)
Principle Office Address	1900 South Riverside Ave.
City, ST, Zip	Colton, CA 92324
Phone Number	951-781-7188
Fax Number	951-684-8031
E-Mail	jpederson@a-zbus.com
Federal Employer Identification Number	33-0065644
Title of Person Authorized to Sign	Parts Manager
Print Name of Person Authorized to Sign	Jerry Pederson
Date Signed and Authorized Signature	9-9-16

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

Submit this form with the BID, 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 _____ CL # _____
Address _____
City, ST, Zip _____
Phone Number _____ Fax Number _____
Contact Name/Title _____
Type of Engagement _____
Type of work to be performed _____
Dollar value of participation _____ DBE qualified? Yes ☐ No ☐

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

Company _____ CL # _____
Address _____
City, ST, Zip _____
Phone Number _____ Fax 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 Company Name A-Z Bus Sales, Inc.
Legal Structure (corp./partner/proprietor) Corporation
Principle Office Address 1900 South Riverside Ave.
City, ST, Zip Colton, CA 92324
Phone Number 951-781-7188
Fax Number 951-684-8031
E-Mail jpederson@a-zbus.com
Federal Employer Identification Number 33-0065644
Title of Person Authorized to Sign Parts Manager
Print Name of Person Authorized to Sign Jerry Pederson
Date Signed and Authorized Signature 9-5-16

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

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PROPOSED DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION (OPTIONAL)

This form must be submitted with the BID, to have it considered during BID evaluation. Additionally, for each bidder listed below, a current DBE certificate must be submitted with the BID as set forth in Section 2.0, Para 13.

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	A-Z Bus Sales, Inc.
Legal Structure (corp./partner/proprietor)	Corporation
Select One	☒ Prime or ☐ Subcontractor (submit after award)
Principle Office Address	1900 South Riverside Ave.
City, ST, Zip	Colton, CA 92324
Phone Number	951-781-7188
Fax Number	951-684-8031
E-Mail	jpederson@a-zbus.com
Federal Employer Identification Number	33-0065644
Title of Person Authorized to Sign	Parts Manager
Print Name of Person Authorized to Sign	Jerry Pederson
Date Signed and Authorized Signature	9-5-16

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OMNITRANS
IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Section 2200 *et seq.*)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

☒ The Contractor is not:

(i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(ii) a financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ Omnitrans has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, Omnitrans will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Project does not exceed $1,000,000.

Signed_____

Titled Parts Manager

Firm A-Z Bus Sales, Inc.

Date 9-7-2016

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

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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 parts that fail under the manufacturers warranty period will be replaced at no charge. Each claim for reimbursement of repair costs involving warranty parts will be forwarded to the parts manufacturer for consideration.

CONTRACT AGREEMENT

between

Custom Turbo Rebuilding, Inc. 11043 Shoemaker Avenue Sante Fe Springs, CA 90670 (hereinafter "CONTRACTOR") Telephone: (562) 944-6314 Fax: (562) 944-8010 Email: accounting@customturbo.com	)	**CONTRACT DOCUMENTS** **CONTRACT NO. MNT17-24C** **JOHN DEERE BUS PARTS II**
And	)	Contract Amount: $50,000
Omnitrans 1700 West Fifth Street San Bernardino, CA 92411 (hereinafter "OMNITRANS")	)	Omnitrans Project Manager: Name: Rick Barone Title: Materials Supervisor Telephone: (909) 379-7204 Fax: (909) 379-7107 Email:rick.barone@omnitrans.org Contract Administrator: Name: Krystal Turner Title: Contract Administrator Telephone: (909) 379-7202 Fax: (909) 379-7402 Email: krystal.turner@omnitrans.org

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ATTACHMENTS:

ATTACHMENT A – PRICING

ATTACHMENT B – REGULATORY REQUIREMENTS

ATTACHMENT C - FORMS

This Agreement is made and entered into as of this _____ day of November, 2016 by and between Omnitrans (hereinafter referred to as "OMNITRANS") and Custom Turbo Rebuilding, Inc. (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, OMNITRANS is a joint powers authority organized under Sections 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 January 5, 2019 , 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 January 5, 2019 through January 6, 2021, which period encompasses the Initial Term and the Option Year 1 and Option Year 2.

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 in Attachment A, and subject to the maximum cumulative payment obligation.

OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed Fifty Thousand Dollars ($50,000), 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.

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: Krystal Turner, Contract Administrator	Custom Turbo Rebuilding, Inc. 11043 Shoemaker Avenue Sante Fe Springs, CA 90670 Attn: Jeramy Ostrander 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.

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
Jeramy Ostrander	President
_____	_____
_____	_____
_____	_____

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.

Subcontractor's Name and Address	Work to Be Performed
N/A	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 <u>Omnitrans, its officers, officials, employees, agents and volunteers</u> 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**

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

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.

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-MNT17-24 and any and all of its Addenda, Appendices, Exhibits and Attachments; and (3) CONTRACTOR's bid dated September 8, 2016.

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	CUSTOM TURBO REBUILDING, INC.
_____	_____
P. SCOTT GRAHAM CEO/General Manager	JERAMY OSTRANDER President
_____	_____
DATE	

Federal Tax I.D. No. 95-3034343

DP___
CM___

ATTACHMENT A - PRICING

MNT17-24C

JOHN DEERE BUS PARTS

Item Num	Item Code	Item Type	Description	ModelNum	Unit of Measure	*Quantity	**Base Year 1
1	216850		TURBO,JOHNDEER REBUILT 8.1 ENGINE	SE501670, SE532788	EA	1	$1,670.00

*Omnitrans makes no guarantee of usage of items with regard to quantity

**Base Year 1 - All subsequent year pricing shall be determined in January of each year using the chage (increase or decrease) of Consumer Price Index (CPI).

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BUY AMERICA CERTIFICATE (REQUIRED >$100,000)

Submit this form with the BID when the BID calls for:
Steel, Iron and Manufactured Products and/or for Rolling Stock
failure to do so is grounds for disqualification.

One (1) form required of each bidder having greater than a $100,000 share of the bid. Section 337 of the Surface Transportation Assistance Act of 1987, and the regulations in 49 CFR 661, as amended.

1. ☑ The bidder hereby certifies that it will comply with the above requirements and will ensure that the lower tier contractors and subcontractors will also comply with the requirements as referenced above.

2. ☐ The bidder hereby certifies that it cannot comply with the requirements as referenced above, however it may qualify for an exception to the requirement as listed below and or attached hereto.

Bidder's Company Name	Custom Turbo Rebuilding Inc.
Legal Structure (corp./partner/proprietor)	Corp
Principle Office Address	11043 Shoemaker Ave.
City, ST, Zip	Santa Fe Springs, CA 90670
Phone Number	(562)944-6314
Fax Number	(562)944-8010
E-Mail	accounting@customturbo.com
Federal Employer Identification Number	95-3034343
Title of Person Authorized to Sign	President
Print Name of Person Authorized to Sign	Jeremy Ostrander
Date Signed and Authorized Signature	

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

Exceptions as referenced in check box number 2:

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CURRENT CLIENT REFERENCES. MINIMUM OF FIVE (5) REQUIRED

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

Company: L.A.C.M.T.A
Address: One Gateway Plaza
City, ST, Zip: Los Angeles, CA 90012-2952
Fax/Phone Numbers: 213-922-6193
Contact Name/Title: Angie Chau / Accounting
Type of Engagement: Supplied New and rebuild turbos.

Company: O.C.T.A
Address: 4301 W. McArthur
City, ST, Zip: Santa Ana, CA 92704
Fax/Phone Numbers: 714-560-5626 Fax: 714-560-5793
Contact Name/Title: Angela H. / Purchasing Agent
Type of Engagement: Supplied New/Rebuild Turbos.

Company: Garden Grove Unified School District
Address: 8211 Lampson Ave.
City, ST, Zip: Garden Grove, CA 92841
Fax/Phone Numbers: 714-663-6306 FAX: 714-893-3017
Contact Name/Title: Lee / Shop manager
Type of Engagement: Supplied new / Rebuild turbos

Company: Cal-Trans Sylmar
Address: 13200 Golden State Rd.
City, ST, Zip: Sylmar CA 91342
Fax/Phone Numbers: 818-362-6707 x 250 FAX: 818-362-6583
Contact Name/Title: Adele - Purchasing Agent
Type of Engagement: Supplied New / Rebuild TURBOS.

Company: Vargas Diesel
Address: 12350 Los Nietos Road
City, ST, Zip: Santa Fe Springs, CA 90670
Fax/Phone Numbers: 562-944-1311 FAX: 562-944-0077
Contact Name/Title: Tatiana - Purchasing
Type of Engagement: Supplied New / Rebuild turbos.

Bidder's Company Name: Custom turbo Rebuilding Inc.
Legal Structure (corp./partner/proprietor): corp.
Principle Office Address: 11043 Shoemaker Ave
City, ST, Zip: Santa Fe Springs
Phone Number: 562-944-6314
Fax Number: 562-944-8010
E-Mail: accounting@customturbo.com.
Federal Employer Identification Number: 95-3038343
Title of Person Authorized to Sign: President
Print Name of Person Authorized to Sign: Jeremy Ostrander.
Date Signed and Authorized Signature: 8-23-16

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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: Custom Turbo Rebuilding Inc.
(corp./partnership/sole proprietor): Corp.
Principle Office Address: 11043 Shoemaker Ave.
City, ST, Zip: Santa Fe Springs, CA 90670
Phone Number: 562-944-6314
Fax Number: 562-944-8010
E-mail Number: Accounting@customturbo.com
Federal Employer I.D. Number: 95-3034343
Title of Person Authorized to Sign: President
Print Name Authorized to Sign: Jeremy Ostrander
Authorized Signature:
Date Signed: 8/23/2016

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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	Custom Turbo Rebuilding Inc.
Legal Structure (corp./partner/proprietor)	Corp
Select One	☑ Prime or ☐ Subcontractor (submit after award)
Principle Office Address	11043 Shoemaker Ave.
City, ST, Zip	Santa Fe Springs, CA 90670
Phone Number	562-944-9314
Fax Number	562-944-8010
E-Mail	accounting@customturbo.com
Federal Employer Identification Number	95-3034343
Title of Person Authorized to Sign	President
Print Name of Person Authorized to Sign	Jeremy Ostrander.
Date Signed and Authorized Signature	

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OMNITRANS
IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Section 2200 *et seq.*)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

☑ The Contractor is not:

(i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(ii) a financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ Omnitrans has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, Omnitrans will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☑ The amount of the Contract payable to the Contractor for the Project does not exceed $1,000,000.

Signed _____

Titled President / CEO

Firm Custom Turbo Rebuilding

Date 8/23/2016

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

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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: Custom Turbo Rebuilding Inc.
Legal Structure (corp./partner/proprietor): Corp.
Principle Office Address: 11043 Shoemaker Ave.
City, ST, Zip: Santa Fe Springs, CA 90670
Phone Number: (562) 944-6314
Fax Number: (562) 944-8010
E-Mail: accounting@customturbo.com
Federal Employer Identification Number: 95-3034343
Title of Person Authorized to Sign: President
Print Name of Person Authorized to Sign: Jeremy Ostrander
Date Signed and Authorized Signature: 8-23-16

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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: Custom Turbo Rebuilding Inc.
Legal Structure (corp./partner/proprietor): Corp
Select One: ☑ Prime or ☐ Subcontractor (submit after award)
Principle Office Address: 11043 Snoemaker Ave.
City, ST, Zip: Santa Fe Springs, CA 90670
Phone Number: 562-944-6314
Fax Number: 562-944-9010
E-Mail: accounting@customturbo.com
Federal Employer Identification Number: 95-3034343
Title of Person Authorized to Sign: President
Print Name of Person Authorized to Sign: Jeremy Ostrander
Date Signed and Authorized Signature: 8-23-16

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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: Custom Turbo Rebuilding Inc.
Address: 11643 Shoemaker Ave.
City, ST, zip: Santa Fe Springs, CA 90670
Phone Number: 562 944-6314
Fax Number: 562. 944-8010
Contact Name: Jeramy Ostrander
Type of work to be performed: Engine Components / rebuilding
Dollar value of participation: $100,000.00
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)

CONTRACT AGREEMENT

between

Brenco Operating – Texas, L.P. 620 S. Cascade Avenue Suite 201 Colorado Springs, CO 80903 (hereinafter "CONTRACTOR") Telephone: (719) 633-4466 Fax: (719) 633-6506 Email: sales@brencooperating.com	)	**CONTRACT DOCUMENTS** **CONTRACT NO. MNT17-24D** **JOHN DEERE BUS PARTS II**
And	)	Contract Amount: $15,000
Omnitrans 1700 West Fifth Street San Bernardino, CA 92411 (hereinafter "OMNITRANS")	)	Omnitrans Project Manager: Name: Rick Barone Title: Materials Supervisor Telephone: (909) 379-7204 Fax: (909) 379-7107 Email:rick.barone@omnitrans.org Contract Administrator: Name: Krystal Turner Title: Contract Administrator Telephone: (909) 379-7202 Fax: (909) 379-7402 Email: krystal.turner@omnitrans.org

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ATTACHMENTS:

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This Agreement is made and entered into as of this _____ day of November, 2016 by and between Omnitrans (hereinafter referred to as "OMNITRANS") and Brenco Operating – Texas, L.P. (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, OMNITRANS is a joint powers authority organized under Sections 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 January 5, 2019, 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 January 5, 2019 through January 6, 2021, which period encompasses the Initial Term and the Option Year 1 and Option Year 2.

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 in Attachment A, and subject to the maximum cumulative payment obligation.

OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed Fifteen Thousand Dollars ($15,000), 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.

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: Krystal Turner, Contract Administrator	Brenco Operating – Texas, L.P. 620 S. Cascade Avenue Suite 201 Colorado Springs, CO 80903 Attn: Kenneth Penney, 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.

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
Bryce Penny	President
Kenneth B. Penney	Vice President
_____	_____
_____	_____

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.

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 <u>Omnitrans, its officers, officials, employees, agents and volunteers</u> 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**

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

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.

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-MNT17-24 and any and all of its Addenda, Appendices, Exhibits and Attachments; and (3) CONTRACTOR's proposal dated September 9, 2016.

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	BRENCO OPERATING – TEXAS, L.P.
_____	_____
P. SCOTT GRAHAM CEO/General Manager	KENNETH B. PENNEY V.P./General Manager
_____	_____
DATE	

Federal Tax I.D. No. 71-0914965

DP___
CM___

ATTACHMENT A - PRICING

MNT17-24D

JOHN DEERE BUS PARTS

Item Num	Item Code	Item Type	Description	ModelNum	Unit of Measure	*Quantity	**Base Year 1
1	219238		SENSOR 3 PIN JOHNDEERE (RETROFIT UEGO)	RE55061, 8F9A-9Y460-GA, 0 258 017 322, 24348 NTK, 24348	EA	1	$ 99.76

*Omnitrans makes no guarantee of usage of items with regard to quantity

**Base Year 1 - All subsequent year pricing shall be determined in January of each year using the chage (increase or decrease) of Consumer Price Index (CPI).

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BUY AMERICA CERTIFICATE (REQUIRED >$100,000)

Submit this form with the BID when the BID calls for:
Steel, Iron and Manufactured Products and/or for Rolling Stock
failure to do so is grounds for disqualification.

One (1) form required of each bidder having greater than a $100,000 share of the bid. Section 337 of the Surface Transportation Assistance Act of 1987, and the regulations in 49 CFR 661, as amended.

1. ☒ The bidder hereby certifies that it will comply with the above requirements and will ensure that the lower tier contractors and subcontractors will also comply with the requirements as referenced above.

2. ☐ The bidder hereby certifies that it cannot comply with the requirements as referenced above, however it may qualify for an exception to the requirement as listed below and or attached hereto.

Bidder's Company Name	BRENCO OPERATING-TX, LP
Legal Structure (corp./partner/proprietor)	PARTNERSHIP
Principle Office Address	620 S. CASCADE AVE S-201
City, ST, Zip	COLORADO SPRINGS, CO 80903
Phone Number	719/633-4466
Fax Number	719/633-6506
E-Mail	sales@brencooperating.com
Federal Employer Identification Number	71-0914965
Title of Person Authorized to Sign	VP, BBREN MGMT GEN. PARTNER
Print Name of Person Authorized to Sign	KENNETH B. PENNEY
Date Signed and Authorized Signature	Kenneth B Penney 9/8/2016

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

Exceptions as referenced in check box number 2: OUR SINGLE PART QUOTED DOES NOT EXCEED THE $100,000.00 LEVEL.

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

Submit this form with the BID, 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".

N/A

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

N/A

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

N/A

Company _____ CL # _____
Address _____
City, ST, Zip _____
Phone Number _____ Fax 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 Company Name: BRENCO OPERATING - TEXAS, LP
Legal Structure (corp./partner/proprietor): PARTNERSHIP
Principle Office Address: 620 S. CASCADE AVE, #201
City, ST, Zip: COLORADO SPRINGS, CO. 80903
Phone Number: 719/633-4466
Fax Number: 719/633-6506
E-Mail: SALES@BRENCOOPERATING.COM
Federal Employer Identification Number: 71-0914965
Title of Person Authorized to Sign: VP BBREEN MGMT., INC. GEN. PARTNER
Print Name of Person Authorized to Sign: KENNETH B. PENNEY
Date Signed and Authorized Signature: 9/8/16 Kenneth B Penney

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

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CURRENT CLIENT REFERENCES. MINIMUM OF FIVE (5) REQUIRED

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

Company	LACMTA
Address	470 BANCHET
City, ST, Zip	LOS ANGELES, CA 90012
Fax/Phone Numbers	213/922-1067
Contact Name/Title	FRANK CLARK PURCHASING
Type of Engagement	

Company	TRANSDEV NICE
Address	700 COMMERCIAL AVE
City, ST, Zip	GARDEN CITY, NY 11530
Fax/Phone Numbers	516/296-4116 516/296-4203
Contact Name/Title	JOE AMICILIA
Type of Engagement	

Company	METROPOLITAN ~~BOSTON~~ TRANSIT (MBTA)
Address	10 PARK PLAZA AY
City, ST, Zip	BOSTON, MA 02116
Fax/Phone Numbers	617/222-3344
Contact Name/Title	SUE MORRISSEY / PURCHASING
Type of Engagement	

Company	SANTA CRUZ TRANSIT
Address	138 GOLF CLUB DR
City, ST, Zip	SANTA CRUZ, CA 95060
Fax/Phone Numbers	831/469-1988 (FAX) 831/426-6080
Contact Name/Title	ALEX STRUDLEY / PURCHASING
Type of Engagement	

Company	FIRST TRANSIT MESA
Address	3320 N. GREEN FIELD RD. BLDG 5
City, ST, Zip	MESA, AZ 85215
Fax/Phone Numbers	480/361-0068
Contact Name/Title	WES BELL PURCHASING
Type of Engagement	

Bidder's Company Name	BRENCO OPERATING-TEXAS, LP
Legal Structure (corp./partner/proprietor)	PARTNERSHIP
Principle Office Address	620 S. CASCADE AVE S-201
City, ST, Zip	COLORADO SPRINGS, CO 80903
Phone Number	719/633-4466
Fax Number	719/633-6506
E-Mail	Sales@brencooperating.com
Federal Employer Identification Number	71-0914965
Title of Person Authorized to Sign	VP BBREN MGMT, INC. GEN. PARTNER
Print Name of Person Authorized to Sign	KENNETH B. KENNEY
Date Signed and Authorized Signature	9/8/2016 Kenneth B Kenney

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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: BRENCO OPERATING - TX, LP
(corp./partnership/sole proprietor): PARTNERSHIP
Principle Office Address: 620 S. CASCADE
City, ST, Zip: COLORADO SPRINGS, CO 80903
Phone Number: 719/633-4466
Fax Number: 719/633-6506
E-mail Number: sales@brencooperating.com
Federal Employer I.D. Number: 71-0914965
Title of Person Authorized to Sign: VP, BBREN MGMT GEN. PARTNER
Print Name Authorized to Sign: KENNETH B PENNEY
Authorized Signature: Kenneth B Penney
Date Signed: 9/8/2016

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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	BRENCO OPERATING - TX, LP
Legal Structure (corp./partner/proprietor)	PARTNERSHIP
Select One	☑ Prime or ☐ Subcontractor (submit after award)
Principle Office Address	620 S CASCADE AVE, #201
City, ST, Zip	COLORADO SPRINGS, CO, 80903
Phone Number	719/633-4466
Fax Number	719/633-6506
E-Mail	SALES@BRENCOOPERATING.com
Federal Employer Identification Number	71-0914965
Title of Person Authorized to Sign	VP OF BRENN MGMT. GEN. PARTNER
Print Name of Person Authorized to Sign	KENNETH B. BENNEY
Date Signed and Authorized Signature	9/8/16 Kenneth B Benney

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OMNITRANS
IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Section 2200 *et seq.*)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

☒ The Contractor is not:

(i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(ii) a financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ Omnitrans has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, Omnitrans will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☒ The amount of the Contract payable to the Contractor for the Project does not exceed $1,000,000.

Signed Kenneth B Kenney

Titled VP BBREN MGMT INC / GEN. PARTNER

Firm BRENCO OPERATING - TEXAS, LP

Date 9/8/2016

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

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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: BRENCO OPERATING - TEXAS, LP.

Legal Structure (corp./partner/proprietor): ~~620 S. CASCADE AVE, #201~~ PARTNERSHIP

Principle Office Address: COLORADO SPRINGS, CO. 80903

City, ST, Zip: 620 S. CASCADE AVE, #201

Phone Number: 719/633-4466

Fax Number: 719/633-6506

E-Mail: SALES@BRENCOOPERATING.com

Federal Employer Identification Number: 71-0914965

Title of Person Authorized to Sign: VP OF BBREN MGMT. - GEN. PARTNER

Print Name of Person Authorized to Sign: KENNETH B. PENNEY

Date Signed and Authorized Signature: 9/8/2016 Kenneth B Penney

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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	BRENCO OPERATING - TX, LP
Legal Structure (corp./partner/proprietor)	PARTNERSHIP
Select One	☒ Prime or ☐ Subcontractor (submit after award)
Principle Office Address	620 S. CASCADE AVE S-201
City, ST, Zip	COLORADO SPRINGS, CO 80903
Phone Number	719/633-4466
Fax Number	719/633-6506
E-Mail	Sales@brencooperating.com
Federal Employer Identification Number	71-0914965
Title of Person Authorized to Sign	VP BBREN MGMT - GEN. PARTNER
Print Name of Person Authorized to Sign	KENNETH B. PENNEY
Date Signed and Authorized Signature	9/8/2016 Kenneth B Penney

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PROPOSED DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION (OPTIONAL)

This form must be submitted with the BID, to have it considered during BID evaluation. Additionally, for each bidder listed below, a current DBE certificate must be submitted with the BID as set forth in Section 2.0, Para 13.

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:

N/A

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 _____

N/A

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 _____

N/A

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 _____

N/A

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)