



**BOARD OF DIRECTORS
NOVEMBER 7, 2018
SUPPLEMENTAL INFORMATION**

- ITEM #E15 ARMORED VEHICLE AND FARE COLLECTION
COUNTING SERVICES**
- ITEM #E16 SBX PUBLIC ADDRESS (PA) SYSTEM MAINTENANCE
AND WARRANTY SERVICES**
- ITEM #F4 COPIER EQUIPMENT AND MAINTENANCE**
- ITEM #F5 TRAPEZE PASS-WEB SOFTWARE APPLICATION**



CONTRACT AGREEMENT

between

CONTRACTOR)
Los Angeles Federal Armored Services, Inc.)
676 South Mateo Street)
Los Angeles, CA 90021)

(hereinafter "CONTRACTOR"))
Telephone: (213) 624-2646)
Email: aash68@icloud.com)

And)

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

CONTRACT DOCUMENTS

CONTRACT NO. FIN19-12

ARMORED VEHICLE & FARE COLLECTION COUNTING SERVICES

Contract Amount: \$345,442

OmniTrans Project Manager:
Name: Donald Walker
Title: Director of Finance
Telephone: (909) 379-7131
Email: donald.walker@omnitrans.org

Contract Administrator:
Name: Krystal N. Turner
Title: Contracts Administrator
Telephone: (909) 379-7204
Email: krystal.turner@omnitrans.org



TABLE OF CONTENTS

1.	SCOPE OF WORK	4
2.	PERIOD OF PERFORMANCE.....	4
3.	CONTRACT OPTIONS	5
4.	COMPENSATION	5
5.	INVOICING AND PAYMENT	6
6.	AUDIT AND INSPECTION OF RECORDS	7
7.	NOTIFICATION	7
8.	OMNITRANS' AND CONTRACTOR'S REPRESENTATIVES	8
9.	DISPUTE RESOLUTION	9
10.	TERMINATION FOR CONVENIENCE	10
11.	TERMINATION FOR BREACH OF AGREEMENT	10
12.	ASSIGNMENT	11
13.	SUBCONTRACTING	11
14.	INDEPENDENT CONTRACTOR	12
15.	INSURANCE	12
16.	INDEMNITY	15
17.	REVISIONS IN SCOPE OF WORK	15
18.	RIGHTS IN TECHNICAL DATA	15
19.	OWNERSHIP OF REPORTS AND DOCUMENTS.....	16
20.	OWNERSHIP RIGHTS.....	16

21.	WORK FOR HIRE.....	17
22.	SUBMITTAL OF CLAIMS BY CONTRACTOR	17
23.	EQUAL OPPORTUNITY	17
24.	STANDARD OF PERFORMANCE.....	17
25.	NOTIFICATION OF EMPLOYMENT OF OMNITRANS BOARD MEMBERS/ALTERNATES AND EMPLOYEES.....	18
26.	DISQUALIFYING POLITICAL CONTRIBUTIONS.....	18
27.	COMPLIANCE WITH LAW.....	18
28.	COMPLIANCE WITH LOBBYING POLICIES.....	19
29.	PUBLIC RECORDS ACT	19
30.	WAIVER/INVALIDITY	20
31.	FORCE MAJEURE	20
32.	CONFIDENTIALITY	20
33.	CONTRACTOR'S INTERACTION WITH THE MEDIA AND THE PUBLIC	20
34.	GOVERNING LAW.....	21
35.	MODIFICATIONS TO AGREEMENT.....	21
36.	LICENSING, PERMITS AND INSPECTION COSTS	21
37.	PRECEDENCE	22
38.	ENTIRE AGREEMENT.....	22

ATTACHMENT A – SCOPE OF WORK

ATTACHMENT B - PRICING

ATTACHMENT C – PROHIBITING WEAPONS IN THE WORKPLACE

This Agreement is made and entered into as of this 8th day of January, 2019, and between Omnitrans (hereinafter referred to as "OMNITRANS") and Los Angeles Federal Armored Services, Inc. (hereinafter referred to as "CONTRACTOR").

RECITALS

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

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

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

1. SCOPE OF WORK

- A. CONTRACTOR will perform the Work and related tasks as described in Attachment A, Scope of Work hereto and is incorporated by reference into and made a part of this Agreement.
- B. This is a non-exclusive Agreement, whereby OMNITRANS may, at its sole discretion, augment or supplant the Work with its own forces or forces of another contractor or entity. CONTRACTOR will cooperate fully with OMNITRANS' staff or other contractor or entity that may be providing similar or the same Work for OMNITRANS.

2. PERIOD OF PERFORMANCE

The term of this Agreement shall be from the date of execution of this Agreement and continue in effect through January 7, 2022, 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 8, 2022 through January 7, 2024, which period encompasses the Initial Term and the Option Year One and Option Year Two.

3. CONTRACT OPTIONS

- A. Omnitrans will have the unilateral right in the contract by which, for a specified time, Omnitrans may elect to purchase additional services called for by the contract, or may elect to extend the term of the contract. The requirements below apply:
- 1) Any options that were requested by Omnitrans and/or contained in the Contractor's PROPOSAL or offer must have been evaluated in making the contract award prior to exercising any such options.
 - 2) Since Contractor's proposed pricing for the option years and additional services are considered in evaluating the Contractor's original proposal and form the basis for awarding the contract, Contractor shall be bound by the proposal pricing for additional services and/or option years, unless otherwise provided herein.
- B. Omnitrans will provide a minimum of thirty days (30) written notice to the Contractor of Omnitrans' exercise of its option to extend the contract years. Omnitrans may give notice of its exercise of the option for additional services at any time during the term of the contract. The minimum time for the written notice may be waived by mutual agreement.

4. COMPENSATION

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 B, and subject to the maximum cumulative payment obligation.

OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed Three Hundred Forty Five Thousand Four Hundred and Forty Two Dollars (\$345,442), 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

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:

Omnitrans
1700 West Fifth Street
San Bernardino, CA 92411
Attn: Krystal N. Turner
Title: Contracts Administrator

To CONTRACTOR:

Los Angeles Federal Armored
Services, Inc.
676 South Mateo Street
Los Angeles, CA 90021
Attn: Anthony Ash
Title: Sr. 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: Donald Walker, Director of Finance.

- 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:

<u>Name</u>	<u>Role</u>
Anthony Ash	Senior Vice President, Operations
Jesse Ash	President/Chief Executive Officer
Yolanda Ash	Senior Vice President, 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.

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

- a. Substitute any person, firm, or corporation as subcontractor in place of the subcontractors identified below; or
- b. Permit any subcontract to be assigned or transferred; or
- c. Allow work to be performed by anyone other than the original subcontractor listed below.

Subcontractor's Name and Address

Work to Be Performed

N/A

14. INDEPENDENT CONTRACTOR

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

15. INSURANCE

A. INSURANCE REQUIREMENTS

1) General Requirements for Contractor

- a. Without limiting or diminishing the Contractor's obligation to indemnify or hold Omnitrans harmless, Contractor shall procure, prior to commencement of the services required under this contract and maintain for the duration of the contract at its own expense, insurance of the kinds and in the amounts as indicated below;
- b. Provide Omnitrans with valid original certificates of insurance and endorsements showing Omnitrans as an additional insured.

2) Deductibles or Self-Insured Retention (SIR)

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

3) Other Insurance Provisions

a. Commercial General Liability and Automobile Liability

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of Contractor's performance of its obligations hereunder and if Contractor's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used. Policy

shall name Omnitrans, its officers, officials, employees, agents and volunteers as additional insured as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations of the scope of protection afforded Omnitrans, its officers, officials, employees, agents, and volunteers.

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

b. Workers' Compensation

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

c. Care, Custody, and Control

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

4) Acceptability of Insurers

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

5) Verification of Coverage

- a. Contractor shall furnish Omnitrans with original endorsements affecting coverage required by this clause. The endorsements are

to be signed by a person authorized by that insurer to bind coverage on its behalf. All insurance certificates and endorsements are to be received and approved by Omnitrans before work commences.

- b. As an alternative, Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
- c. In lieu of purchasing insurance and providing original endorsements and or certificates of insurance, the Contractor may provide proof of self-insurance; such proof must be to the satisfaction of Omnitrans.

6) Subcontractors

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

7) Notification of Terminated Insurance

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

B. MINIMUM INSURANCE COVERAGE

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

- 1) ☒ **Commercial General Liability including Products/Completed Operations:** \$1,000,000; per occurrence for bodily and property damage liability and \$2,000,000 aggregate; *Omnitrans named and endorsed as an Additional Insured.*
- 2) ☒ **Automobile Liability:** \$1,000,000; per occurrence for bodily and property damage liability and aggregate; *Omnitrans named and endorsed as an Additional Insured.*
- 3) ☐ **Errors and Omissions Liability:** \$1,000,000; combined single limit bodily and property damage liability per occurrence and \$ 3,000,000 aggregate or,
- 4) ☐ **Professional Liability:** \$1,000,000; per occurrence and aggregate.
- 5) ☒ **Workers' Compensation:** statutory limits or,

- 6) ☐ **Self Insurance Program:** a State Approved program in an amount and form that meets all applicable requirements of the Labor Code of the State of California.
- 7) ☒ **Employer's Liability:** \$1,000,000; per occurrence.
- 8) ☐ **Environmental Liability:** \$1,000,000; per occurrence and aggregate; *Omnitrans named and endorsed as an Additional Insured.*
- 9) ☐ **Umbrella Policy:** \$4,000,000; per occurrence and aggregate Additional coverage for the above policies, *Omnitrans Additional Insured.*
- 10) ☐ All drivers making deliveries of products specified on this solicitation shall have Hazardous Materials Endorsements on their Commercial Drivers License, and such other Endorsements as may be required by relevant laws and/or regulations.

16. INDEMNITY

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

17. REVISIONS IN SCOPE OF WORK

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

18. RIGHTS IN TECHNICAL DATA

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

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

19. OWNERSHIP OF REPORTS AND DOCUMENTS

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

20. OWNERSHIP RIGHTS

- A. In the event OMNITRANS rightfully obtains copies of Proprietary Data under the terms of the separate License Agreement and Escrow Agreement that govern rights in Documentation, Software and Intellectual Property created and/or developed by Contractor, its Third Party Software Contractors and its Suppliers as part of the Project, any derivative works and associated documentation created by or on behalf of OMNITRANS by Permitted Programmers (as defined in the License Agreement) shall be the sole and exclusive property of OMNITRANS (collectively, "OMNITRANS Intellectual Property"), and OMNITRANS may use, disclose and exercise dominion and full rights of ownership, in any manner in OMNITRANS Intellectual Property in connection with the use, operation and maintenance of a transportation system administered by OMNITRANS. No use of OMNITRANS Intellectual Property shall be made for any purpose other than in conjunction with a transportation system administered by CONTRACTOR, and OMNITRANS shall not sell, lease, rent, give away or otherwise disclose any OMNITRANS Intellectual Property to any outside third party other than Permitted Programmers. To the extent there may be any question of rights of ownership or use in any OMNITRANS Intellectual Property, Contractor shall require all of its subcontractors and suppliers (including without limitation its Third Party Software Contractors) to assign to OMNITRANS, all worldwide right, title and interest in and to all OMNITRANS Intellectual Property in a manner consistent with the foregoing terms of this paragraph. Contractor shall execute any documents as OMNITRANS may from time to time reasonably request to effectuate the terms of this paragraph.

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

21. WORK FOR HIRE

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

22. SUBMITTAL OF CLAIMS BY CONTRACTOR

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

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

23. EQUAL OPPORTUNITY

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

24. STANDARD OF PERFORMANCE

- A. CONTRACTOR shall perform and exercise, and require its subcontractors to perform and exercise due professional care and competence in the performance of the Work in accordance with the requirements of this Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, completeness and coordination of the Work, it being understood that OMNITRANS will be relying upon such professional

quality, accuracy, completeness and coordination in utilizing the Work. The foregoing obligations and standards shall constitute the "Standard of Performance" for purposes of this Agreement. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

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

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

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

26. DISQUALIFYING POLITICAL CONTRIBUTIONS

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

27. COMPLIANCE WITH LAW

- A. CONTRACTOR shall familiarize itself with and perform the Work required under this Agreement in conformity with requirements and standards of OMNITRANS, municipal and public agencies, public and private utilities, special districts, and railroad agencies whose facilities and work may be

affected by Work under this Agreement. CONTRACTOR shall also comply with all Federal, state and local laws and ordinances.

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

28. COMPLIANCE WITH LOBBYING POLICIES

- A. CONTRACTOR agrees that if it is a Lobbyist Employer or if it has retained a Lobbying Firm or Lobbyist, as such terms are defined by OMNITRANS in its Ethics Policy, it shall comply or ensure that its Lobbying Firm and Lobbyist complies with OMNITRANS' Ethics Policy.
- B. If CONTRACTOR (Lobbyist Employer) or its Lobbying Firm or Lobbyist fails to comply, in whole or in part, with OMNITRANS' Ethics Policy, such failure shall be considered a material breach of this Agreement and OMNITRANS shall have the right to immediately terminate or suspend this Agreement.

29. PUBLIC RECORDS ACT

- A. All records, documents, drawings, plans, specifications and other material relating to conduct of OMNITRANS' business, including materials submitted by CONTRACTOR in its proposal and during the course of performing the Work under this Agreement, shall become the exclusive property of OMNITRANS and may be deemed public records. Said materials may be subject to the provisions of the California Public Records Act. OMNITRANS' use and disclosure of its records are governed by this Act.
- B. OMNITRANS will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of trade secret, confidential or proprietary. OMNITRANS will accept materials clearly and prominently labeled "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY" as determined by CONTRACTOR. OMNITRANS will endeavor to notify CONTRACTOR of any request of the disclosure of such materials. Under no circumstances, however, will OMNITRANS be liable or responsible for the disclosure of any labeled materials whether the disclosure is required by law or a court order or occurs through inadvertence, mistake or negligence on the part of OMNITRANS or its officers, employees and/or contractors.

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

30. WAIVER/INVALIDITY

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

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

31. FORCE MAJEURE

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

32. CONFIDENTIALITY

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

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

- A. OMNITRANS shall review and approve in writing all OMNITRANS related copy proposed to be used by CONTRACTOR for advertising or public relations purposes prior to publication. CONTRACTOR shall not allow OMNITRANS related copy to be published in its advertisements and public relations programs prior to receiving such approval. CONTRACTOR shall ensure that all published information is factual and that it does not in any

way imply that OMNITRANS endorses CONTRACTOR's firm, service, and/or product.

- B. CONTRACTOR shall refer all inquiries from the news media to OMNITRANS, and shall comply with the procedures of OMNITRANS' Public Affairs staff regarding statements to the media relating to this Agreement or the Work.
- C. If CONTRACTOR receives a complaint from a citizen or the community, CONTRACTOR shall inform OMNITRANS as soon as possible and inform OMNITRANS of any action taken to alleviate the situation.
- D. The provisions of this Article shall survive the termination or expiration of this Agreement.

34. GOVERNING LAW

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

35. MODIFICATIONS TO AGREEMENT

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

36. LICENSING, PERMITS AND INSPECTION COSTS

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

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

37. PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, and any and all of its Amendments, Appendices, Exhibits and Attachments; (2) provisions of RFP-FIN19-12 and any and all of its Addenda, Appendices, Exhibits and Attachments; and (3) CONTRACTOR's proposal dated July 9, 2018 and its Appendices, Exhibits, Attachments and Best & Final Offer dated August 14, 2018.

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

LOS ANGELES FEDERAL ARMORED
SERVICES, INC.

P. Scott Graham
CEO/General Manager

Anthony Ash
Senior Vice President

Date

Date

Federal Tax I.D. No. 95-4151-557

CM



CONTRACT FIN19-12
REVISED 04/17/17

ATTACHMENT A – SCOPE OF WORK
FIN19-12
ARMORED TRANSPORTATION & FARE COLLECTION COUNTING SERVICES

I. Project Overview

On a nightly basis, each bus farebox collection data is downloaded, and the secured cashbox is removed from the farebox and dumped into a vault. Both the cashbox and vault are chambered with currency on one side and coins on the other side. The vault is housed in a metal receiver for added security.

There are two facility locations for which the Armored Transportation and Fare Collection Counting is required. The locations are:

1. Omnitrans (East Valley – EV)
1700 West 5th Street
San Bernardino, CA 92411
2. Omnitrans (West Valley – WV)
4748 Arrow Highway
Montclair, CA 91763
3. Omnitrans (San Bernardino Transit Center - SBTC)
599 West Rialto Avenue
San Bernardino, CA 92411

On a daily basis, Monday through Sunday, farebox data will be downloaded and cashboxes are to be dumped into the vaults at both locations. Both locations have two (2) receivers each. The Contractor is required to remove full vaults from receivers, replace with an empty vault, and transport full vaults to the Contractor's counting facility.

Contractor shall count the collections, prepares deposits, and transports the deposits to a designated banking facility. Omnitrans will also prepare miscellaneous deposits at its Administration building located at 1700 W. 5th Street, San Bernardino, CA that must be transported to a designated banking facility.

Contractor shall transport vaults on an as needed basis for repairs and maintenance. The Contractor will also transport cashbox on an as needed basis for auditing purposes.

II. Security Transportation Services – Vaults and Cashboxes

- a. Contractor shall pick up Monday - Friday, at least three (3) vaults per day, five days per week between the hours of 8:00 a.m. – 11:00 a.m. The vaults are housed in steel receivers located on the service island of Omnitrans' EV facility located at 1700 W. 5th Street, San Bernardino, CA 92411. **(See Exhibit A)**
- b. Contractor shall pick Monday and Thursday, at least two (2) vaults per day, two days per week between the hours of 8:00 a.m. – 11:00 a.m. The vaults are housed in steel receivers

located on the service island of Omnitrans' WV facility located at 4748 Arrow Highway, Montclair, CA 91763.

- c. The full vaults shall be removed from the receivers.
- d. The receivers shall be loaded with an empty vault.
- e. Full vaults shall be transported from Omnitrans' location to the Contractor's counting facility on the same day as the pickup.
- f. Vault exchanges must begin no earlier than 8:00 a.m. and must be completed before 11:00 a.m.
- g. Occasionally the Contractor shall be required to transport a cashbox from Omnitrans' WV facility to Omnitrans' EV facility for auditing purposes. Afterwards the cashbox shall be returned to the WV facility. **(See Exhibit B)**
- h. Occasionally the Contractor shall be required to transport a vault from Omnitrans' WV facility to Omnitrans' EV facility for repairs. Afterwards the vault shall be returned to the WV facility. Contractor may be asked to provide special pick-ups for jammed vaults or other extra work.
- i. Transportation of vaults between Omnitrans' locations and Contractor's counting facilities is required Monday through Friday, *including some holidays*.
- j. Contractor shall have possession of keys for the locked receivers and vaults and shall be held accountable for the keys and be financially responsible for the cost of replacement or re-keying the locking mechanisms should their integrity be compromised.
- k. Contractor shall immediately notify designated Omnitrans staff of any incident that occurs at any Omnitrans facility. Incidents include security issues, lack of access to service island vaults, equipment failures, equipment damage, or any other event that is out of the ordinary. The Contractor shall provide a written incident report to Omnitrans within twenty-four hours of the verbal notification.
- l. Omnitrans reserves the right to change the transport schedules at no additional cost to accommodate month-end accounting needs. Omnitrans shall provide adequate notification of any schedule change no less than five (5) days prior to the change.

III. Armored Vehicle Services – Deposits

- a. Contractor shall transport deposits from the Contractor's counting facilities to designated depositories on a daily basis, Monday through Friday, excluding bank holidays.
- b. Contractor shall pick up miscellaneous deposits as necessary from Omnitrans' Finance Department located on the 2nd floor of the Administration building at 1700 W. 5th Street,

San Bernardino, CA 92411. The pickup shall be between 8:00 a.m. and 11:00 a.m. The deposits shall be transported to a designated depository on the same day for same day credit.

- c. Omnitrans reserves the right to change the transport schedules at no additional charge to accommodate operational needs. Omnitrans shall provide written notification of any schedule change no less than five (5) days prior to the change.
- d. Contractor shall prepare and transport coin deposits twice per week and paper currency on a daily basis.

IV. Armored Vehicle Staff

- a. Contractor shall provide a minimum of two (2) employees to provide armored vehicle services for Omnitrans. Contractor's employees must be armed and in the Contractor's standard uniform for armed guards.
- b. Contractor's employees providing armored vehicle services for Omnitrans must carry security guard cards and weapon permits.
- c. Contractor's employees providing armored vehicle services for Omnitrans must wear a *high visibility safety vest* at all times outside of the armored vehicle.
- d. Contractor's employees providing armored vehicle services for Omnitrans must have satisfactory criminal background checks and driving records.
- e. Contractor shall provide a current list of employees authorized to perform services for Omnitrans. The list shall include specimen signatures and current photographs of the individuals. The list must be updated for new employees prior to that person providing service to Omnitrans. The list shall be delivered to Omnitrans' Finance Department located on the 2nd floor of the Administration building at 1700 W. 5th Street, San Bernardino, CA.
- f. Contractor shall assume total responsibility and liability for its staff while providing armored vehicle services.

V. Armored Vehicle

- a. Armored vehicles used to transport Omnitrans vaults, cashboxes, and funds must conform to standard requirements for armored vehicles in the State of California.
- b. Armored vehicle(s) used to transport vaults must have the capacity to transport no less than four (4) vaults each day and no less than two (2) cashboxes. Each vault is approximately 38 inches wide, 39 inches deep and 70 inches tall. Each cashbox is approximately 7 ½ inches wide, 6 ½ inches deep and 17 ½ inches tall. An empty vault weighs approximately 600 pounds; a full vault weighs approximately 1,200 pounds. Weight is distributed on four swivel wheels. An empty cashbox weighs approximately 17 pounds; a full vault weighs approximately 30 pounds.

- c. Each vehicle used to transport vaults requires a hydraulic lift with safety rails. A minimum 5,000-pound capacity is required. The lift gate shall be equipped with anchor pins and safety chains compatible in size and rating to the lift gate's maximum lifting capacity.
- d. The Contractor is responsible for all damages to the vaults and cashboxes incurred in the pickup and transport. This includes, but is not limited to, the electronic components and metal materials incorporated into the construction of the vaults and cashboxes. The Contractor shall be responsible for the cost of repair or total replacement should the vault or cashbox be damaged beyond repair. The cost of repaired or replaced vaults and cashboxes shall be deducted from Contractor's invoice. The approximate replacement cost of a vault is \$15,000 and approximately \$3,000 for a cashbox.

VI. Coin and Paper Currency Counting Service

- a. Farebox collections shall be delivered to the Contractor's counting facility in vaults via armored vehicle.
- b. Contractor shall be responsible for counting farebox collections, preparing deposits, and reporting summary information back to Omnitrans.
- c. All deposits must have delivery manifests with daily summaries. Copies of deposit slips and delivery manifest shall be delivered to Omnitrans' Finance Department located on the 2nd floor of the Administration building at 1700 W. 5th Street, San Bernardino, CA.
- d. Contractor shall empty the vaults so that empty vaults can be returned to the appropriate Omnitrans facility during the next pickup.
- e. The contents of each vault must be segregated with the contents identified by vault number, location, and date of pickup.
- f. At all times, coin and paper currency must be under dual custodianship and under video surveillance.
- g. Contractor shall provide a secure facility at which the fare collections will be counted.
- h. Contractor shall count and prepare the money for deposit in accordance with requirements of the designated depository.
- i. Deposit slips shall be prepared and submitted with each deposit taken to the designated depository. A copy of the deposit slip shall be submitted to Omnitrans within 24 hours of the actual deposit.
- j. Coins and paper currency must be deposited no later than the depository's cutoff time on the second business day following the day the vault was picked up for counting.

- k. Contractor shall provide its own deposit supplies (plastic bags, wrappers, rubber bands, etc.), except for deposit slips.

VII. Locations

- a. East Valley Facility (EV) - 1700 West 5th Street, San Bernardino, CA 92411
- b. West Valley Facility (WV) – 4748 Arrow Highway, Montclair, CA 91763
- c. San Bernardino Transit Center (SBTC) – 599 West Rialto Avenue, San Bernardino, CA 92411

EXHIBIT A

Vault #4570

70 inches x 38 inches x 39 inches



EXHIBIT A

Vault #4570

70 inches x 38 inches x 39 inches



EXHIBIT A

Vault #4570

70 inches x 38 inches x 39 inches



EXHIBIT B

Cashbox

17 ½ inches x 7 ½ inches x 6 ½ inches



EXHIBIT B

Cashbox

17 ½ inches x 7 ½ inches x 6 ½ inches



EXHIBIT B

Cashbox

17 ½ inches x 7 ½ inches x 6 ½ inches



ATTACHMENT B – PRICING
FIN19-12
ARMORED VEHICLE & FARE COLLECTION COUNTING SERVICES

Armored Vehicle Services - Monthly					
	Base Years 1 - 3			Option Year 1	Option Year 2
Description	1/8/2019 - 1/7/2020	1/8/2020 to 1/7/2021	1/8/2021 to 1/7/2022	1/8/2022 to 1/7/2023	1/8/2023 to 1/7/2024
Transport money bins between locations and counting facilities	\$4,000	\$4,000	\$4,800	\$4,800	\$4,800
Transport deposits from counting facilities to depositories	\$950	\$995	\$995	\$1,000	\$1,000
Transport deposits from Omnitrans to bank	\$75	\$75	\$75	\$75	\$75
ANNUAL TOTALS					
Fare Counting Services – Rates Per Hundred					
	Base Years 1 - 3			Option Year 1	Option Year 2
Description	1/8/2019 - 1/7/2020	1/8/2020 to 1/7/2021	1/8/2021 to 1/7/2022	1/8/2022 to 1/7/2023	1/8/2023 to 1/7/2024
Coin Counting Services	\$0.90	\$0.90	\$0.99	\$0.99	\$0.99
Currency Counting Services	\$1.99	\$1.99	\$1.99	\$1.99	\$1.99
Additional Services as stated in the Scope of Work – Hourly Rates					
	Base Years 1 - 3			Option Year 2	Option Year 3
Description	1/8/2019 - 1/7/2020	1/8/2020 to 1/7/2021	1/8/2021 to 1/7/2022	1/8/2022 to 1/7/2023	1/8/2023 to 1/7/2024
Standard Hourly Rates	\$90	\$90	\$90	\$90	\$90
Premium Hourly Rates	\$105	\$105	\$105	\$105	\$105

**Omnitrans****PERSONNEL POLICY MANUAL**

POLICY 707 PAGE 1 OF 6

SUBJECT**PROHIBITING WEAPONS IN THE WORKPLACE**APPROVED BY OMNITRANS
BOARD OF DIRECTORS

DATE: June 7, 2017

I. Purpose

It is the policy of Omnitrans to maintain a work environment that is safe for all persons, including the community, and conducive to attaining high work standards. To achieve these objectives, the Agency prohibits the possession of firearms and weapons in the work place, regardless of any license or permit that an individual may have which otherwise authorizes the individual to carry firearms or weapons.

It is illegal and a criminal violation to possess weapons in public buildings (California Penal Code 171b and 171.7).

II. Scope

This policy applies to all Omnitrans employees, including but not limited to staffing agency workers and contractors working for or with the Agency at any time, regardless of whether the Agency is the actual employer.

Possession of firearms and weapons is prohibited at all Omnitrans' offices, parking lots, agency vehicles and job sites, and in all Agency vehicles.

The following person/s are exempt from this policy as stated: a guard of a contract carrier operating an armored vehicle, and any law enforcement officer who is carrying out official duties engaged in protecting and preserving property or life within the scope of his or her employment.

Omnitrans will strictly enforce this policy. Violation of this policy will result in immediate disciplinary action, up to and including termination.

III. Procedure**A. COMMUNICATION OF POLICY**

(a) Each employee of the Agency shall receive a copy of this policy at the time of his/her hire and shall sign a copy of the acknowledgment. Employees who were employed before the effective date of this policy shall also receive a copy of this policy and shall sign a copy of the acknowledgment. A copy of the signed acknowledgment and of all new and revised policies throughout the employee's employment shall be maintained in each employee's personnel file.

(b) A copy of this policy shall be attached to each contractor's contract, and shall become a part of its contract. The contractor shall be responsible for communicating this policy to its employees and any subcontractors to which the contractor sublets any portion of its contract.



OmniTrans

PERSONNEL POLICY MANUAL

POLICY **707** PAGE 2 OF 6

SUBJECT

PROHIBITING WEAPONS IN THE WORKPLACE

**APPROVED BY OMNITRANS
BOARD OF DIRECTORS**

DATE: June 7, 2017

B. PROHIBITED CONDUCT

(a) The transportation of firearms or weapons in Agency vehicles is prohibited. This includes but is not limited to:

- (1) to and from work,
- (2) when conducting Agency business,
- (3) at all times in Agency-owned or leased vehicles.

(b) The possession or carrying of permitted and non-permitted firearms or weapons while at Agency buildings, parking lots, sponsored events, and job sites.

(c) Exception: Power actuated tools which are manufactured for the use of fastening building materials and sanctioned tools for the purpose of performing Agency job duties are not subject to this policy.

C. SEARCH

(a) Omnitrans reserves the right to conduct reasonable, unannounced searches of Agency premises and personal searches of employees and others while entering, on, or leaving Agency premises, including, but not limited to, personal effects, vehicles, lockers, desks, tool boxes, clothing, meal containers, and baggage. Searches will be conducted when the Agency has a reasonable suspicion to believe that a particular employee may be in possession of a weapon or firearm.

(b) "Reasonable suspicion" is defined as a suspicion that is based on specific personal observations such as an employee's manner, disposition, behavior, speech, information provided to management by an employee, by law enforcement officials, by a security service, or by other persons believed to be reliable, or a suspicion that is based on other surrounding circumstances.

(c) Individuals refusing to allow an inspection will not be detained or forced to submit to the inspection. Refusal violates Agency policy and constitutes an act of insubordination constituting disciplinary action, up to and including separation of the employment relationship. Non-employees who refuse to allow an inspection will not be permitted on Agency premises and will be required to immediately leave the premises. Employees will be relieved of all duties while pending investigation.

D. DISCIPLINE

(a) Violations of any portion of this policy will subject the employee to discipline,

**OmniTrans****PERSONNEL POLICY MANUAL**

POLICY 707 PAGE 3 OF 6

SUBJECT**PROHIBITING WEAPONS IN THE WORKPLACE**APPROVED BY OMNITRANS
BOARD OF DIRECTORS

DATE: June 7, 2017

up to and including separation of employment.

(b) Violations by a contractor's employee or subcontractor of any portion of this policy may constitute a breach of contract and regardless will mandate the immediate removal of the contractor's employee from Agency premises, prohibition against the individual accessing Agency premises in the future, and may also constitute a breach of contract.

E. REPORT OF VIOLATIONS**1. Employee Violations**

Employees are required to report violations of this policy without regard to the relationship between the individual who initiates the prohibited behavior and the individual reporting it. An employee who believes that another employee may be in violation of this policy must report the alleged violation to the employee's manager or supervisor, the department director, security, or the appropriate departmental Human Resources representative.

Departments are responsible for implementing this policy. The Agency will promptly investigate allegations of violations of this policy.

OmniTrans reserves the right to authorize searches for prohibited weapons on its property when a violation is reported or when probable cause or reasonable suspicion is present consistent with law.

Employees should be aware that there is no reasonable expectation of privacy with respect to weapons in the workplace. The Agency's right to conduct searches includes, but is not limited to, such areas and items as lockers, desks, workstations, offices, purses, briefcases, bags, toolboxes, and lunch bags.

Searches of the employee's work area and belongings, as described above, may be conducted by the Security & Emergency Preparedness Coordinator, or designee. Searches of all types, including surrounding agency property, personal property and the employee may be conducted by law enforcement in accordance with law should reasonable suspicion be present. Any weapon found in violation of this policy may be confiscated. Refusal to permit a search may result in discipline, up to and including separation.

2. Visitor Violations

Visitors are not allowed to carry a weapon on the premises. Any visitor carrying a weapon into a posted no-carry agency facility is creating an elevated risk to security and safety that warrants a response leading to compliance with the law. If the visitor

**Omnitrans****PERSONNEL POLICY MANUAL**

POLICY 707 PAGE 4 OF 6

SUBJECT**PROHIBITING WEAPONS IN THE WORKPLACE****APPROVED BY OMNITRANS
BOARD OF DIRECTORS**

DATE: June 7, 2017

poses an immediate risk to security or safety, law enforcement shall be notified immediately by calling 9-911. The visitor shall be considered an immediate risk to safety and security if he/she is acting in an aggressive, belligerent, confrontational, suspicious or in an otherwise questionable manner while carrying a weapon.

F. FALSE REPORTS

Employees making intentionally false and malicious complaints of weapons in the workplace will be subject to disciplinary action, up to and including separation and/or will be reported to the proper authorities as appropriate.

G. ROLES AND RESPONSIBILITIES

Employees are responsible for understanding and complying with the Policy Prohibiting Weapons in the Workplace.

Whenever there is a question as to whether an instrument, article or substance is considered a weapon in violation of this policy, it is the employee's responsibility to seek clarification. Employees seeking clarification should direct their questions to the agency's Security & Emergency Preparedness Coordinator at 909-379-7117 prior to bringing the item(s) to Omnitrans work sites and events, as well as agency-owned or leased facilities or vehicles.

H. SAFETY FIRST

In applying this policy, no employee shall take any action that will risk his or her own safety or the safety of other individuals. No attempt should ever be made by an employee to restrain or forcibly evict an armed person from agency premises.

An individual's continued non-compliance after being properly informed of the law (California Penal Code 171 (b)) will result in notification to law enforcement and discipline, up to and including separation of employment. Employees should notify security immediately.

An employee who feels an imminent danger to his or her own safety or the safety or security of others, should avoid any interaction with the individual. Immediately contact law enforcement by calling 9-911 and security at 909-379-7117.

I. ANTI-RETALIATION PROVISION

Omnitrans strictly prohibits any retaliation against an employee who has reported a possible breach of policy. If an employee feels that he or she has been subjected to retaliation in violation of this policy, the employee must immediately report it to his or her supervisor or other designated Human Resources representative.



OmniTrans

PERSONNEL POLICY MANUAL

POLICY 707 PAGE 5 OF 6

SUBJECT

PROHIBITING WEAPONS IN THE WORKPLACE

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

DATE: June 7, 2017

J. DEFINITIONS

1. **Firearm or weapon includes, but is not limited to:** A weapon, a pistol or rifle, whether loaded or unloaded, capable of firing a projectile and using an explosive as a propellant.
 - A firearm, whether loaded or unloaded, from which a shot may be discharged including but not limited to handguns, pistols, revolvers, shotguns, rifles, and bb guns;
 - A gun that can discharge a shot or a projectile by means of an explosive or gas, or compressed air;
 - A device designed to be used as a weapon, from which can be expelled a projectile by the force of any explosion or force of combustion;
 - Any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive;
 - Any destructive device;
 - Any device designed as a weapon and capable of producing great bodily harm, including but not limited to, stun guns, stun batons;
 - An electric weapon such as a taser gun;
 - Any combustible or flammable liquid, or other substance, device, or instrumentality that, in a manner it is used or intended to be used, is calculated or likely to produce death or great bodily harm, or any fire that is used to produce death or great bodily harm;
 - Any knife that is carried with intention or calculation to produce death or great bodily harm having a blade length in excess of four (4) inches, the blade of which is fixed or is capable of being fixed in an unguarded position by the use of one or two hands. Switchblades are specifically prohibited. (Knives intended to be used as eating utensils, and stored or maintained in office kitchens or lunchrooms do not represent a violation of this policy.)
2. **Office:** All permanent facilities, all mobile facilities, all leased facilities, and any facility designated as an office by the agency.
3. **Parking lot:** All lots at permanent facility, park and rides, lots at project sites, any lot that the agency designates as a parking lot that is not at a permanent facility or project site.
4. **Agency vehicle:** All agency-owned buses/vehicles, all agency-leased buses/vehicles, all agency-rental buses/vehicles, and all personal vehicles for which the owner receives a vehicle allowance, all personal vehicles where the owner receives reimbursement for mileage.



OmniTrans

PERSONNEL POLICY MANUAL

POLICY

707

PAGE 6 OF 6

SUBJECT

PROHIBITING WEAPONS IN THE WORKPLACE

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

DATE: June 7, 2017

5. **Search:** To examine in order to find something concealed.

6. **Job sites:** Any and all locations where the agency conducts business.

SIGNS

1. At each entrance to buildings, parking lots, and project sites, a sign shall be posted in a location that is conspicuous to all who could enter a building, parking lot, or project site.
2. Signs shall have wording or pictogram that prohibits firearms, weapons and give notice of video surveillance. Signs shall be vandalism resistant and of the quality that they will not fade due to the elements.



CONTRACT AGREEMENT

between

CONTRACTOR
Ford Audio-Video Systems, LLC
(hereinafter "CONTRACTOR")
4800 W Interstate 40
Oklahoma City, OK 73128
Telephone: (405) 946-9966
Email: boweg@fordav.com

CONTRACT DOCUMENTS

CONTRACT NO. ITS19-57

**sbX PA System Maintenance and
Warranty Services**

And

Contract Amount: \$132,708.00

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

Omnitrans Project Manager:

Name: Harry Morck
Title: Network Administrator
Telephone: (909) 379-7286
Email: harry.morck@omnitrans.org

Contract Administrator:

Name: Kathy McClure
Title: Sr. Contract Administrator
Telephone: (909) 379-7186
Email: kathy.mcclure@omnitrans.org



TABLE OF CONTENTS

1.	SCOPE OF WORK.....	4
2.	PERIOD OF PERFORMANCE.....	4
3.	CONTRACT OPTIONS – NOT APPLICABLE	5
4.	COMPENSATION.....	5
5.	INVOICING AND PAYMENT.....	5
6.	AUDIT AND INSPECTION OF RECORDS.....	6
7.	NOTIFICATION	7
8.	OMNITRANS' AND CONTRACTOR'S REPRESENTATIVES	7
9.	DISPUTE RESOLUTION.....	8
10.	TERMINATION FOR CONVENIENCE	9
11.	TERMINATION FOR BREACH OF AGREEMENT	9
12.	ASSIGNMENT.....	10
13.	SUBCONTRACTING.....	10
14.	INDEPENDENT CONTRACTOR.....	11
15.	INSURANCE	11
16.	INDEMNITY.....	14
17.	REVISIONS IN SCOPE OF WORK.....	14
18.	RIGHTS IN TECHNICAL DATA	15
19.	OWNERSHIP OF REPORTS AND DOCUMENTS.....	15
20.	OWNERSHIP RIGHTS.....	15

21.	WORK FOR HIRE	16
22.	SUBMITTAL OF CLAIMS BY CONTRACTOR.....	16
23.	EQUAL OPPORTUNITY	17
24.	STANDARD OF PERFORMANCE	17
25.	NOTIFICATION OF EMPLOYMENT OF OMNITRANS BOARD MEMBERS/ALTERNATES AND EMPLOYEES	17
26.	DISQUALIFYING POLITICAL CONTRIBUTIONS	18
27.	COMPLIANCE WITH LAW	18
28.	COMPLIANCE WITH LOBBYING POLICIES	18
29.	PUBLIC RECORDS ACT	18
30.	WAIVER/INVALIDITY	19
31.	FORCE MAJEURE.....	19
32.	CONFIDENTIALITY	19
33.	CONTRACTOR’S INTERACTION WITH THE MEDIA AND THE PUBLIC	20
34.	GOVERNING LAW	20
35.	MODIFICATIONS TO AGREEMENT	20
36.	LICENSING, PERMITS AND INSPECTION COSTS.....	21
37.	PRECEDENCE	21
38.	ENTIRE AGREEMENT	21

ATTACHMENT A – SCOPE OF WORK

ATTACHMENT B – N/A

ATTACHMENT C – COST/PRICE

ATTACHMENT D – PROHIBITING WEAPONS IN THE WORKPLACE

EXHIBIT 1 – IED SYSTEM HEALTH CHECK SERVICES

This Agreement is made and entered into as of this 19th day of November, 2018 and between Omnitrans (hereinafter referred to as "OMNITRANS") and Ford Audio-Video Systems, LLC (hereinafter referred to as "CONTRACTOR").

RECITALS

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

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

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

1. SCOPE OF WORK

- A. CONTRACTOR will perform the Work and related tasks as described in Attachment A, Scope of Work hereto and is incorporated by reference into and made a part of this Agreement.
- B. This is a non-exclusive Agreement, whereby OMNITRANS may, at its sole discretion, augment or supplant the Work with its own forces or forces of another contractor or entity. CONTRACTOR will cooperate fully with OMNITRANS' staff or other contractor or entity that may be providing similar or the same Work for OMNITRANS.

2. PERIOD OF PERFORMANCE

The term of this Agreement shall be from the date of execution of this Agreement and continue in effect through November 18, 2021, unless terminated as specified in Section 10 and 11 of this Agreement. Omnitrans has no obligation to purchase any specified amount of products/services. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

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

3. CONTRACT OPTIONS

NOT APPLICABLE

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 C, and subject to the maximum cumulative payment obligation.

OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed One Hundred Thirty-Two Thousand, Seven Hundred Eight Dollars (\$132,708.00), 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

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:

Omnitrans
1700 West Fifth Street
San Bernardino, CA 92411
Attn: Kathy McClure
Title: Sr. Contract Administrator

To CONTRACTOR:

Ford Audio-Video Systems, LLC
4800 W. Interstate 40
Oklahoma City, OK 73128
Attn: Greg Bowes
Director of Contracts and Construction

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.

Harry Morck, Network Administrator

- 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:

<u>Name</u>	<u>Role</u>
Art Vivas	Sales Manager

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

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

9. DISPUTE RESOLUTION

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

- A. The parties shall first attempt to resolve the dispute informally in meetings or communications between proposer and OMNITRANS.
- B. If the dispute remains unresolved fifteen (15) days after it first arises, proposer may request that Omnitrans' CEO/General Manager issue a recommended decision on the matter in dispute. Omnitrans' CEO/General Manager shall issue the recommended decision in writing and provide a copy to proposer.
- C. If the dispute remains unresolved after review by Omnitrans' CEO/General Manager, either party may seek judicial resolution of the dispute in an appropriate Court of the State of California.

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

10. TERMINATION FOR CONVENIENCE

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

11. TERMINATION FOR BREACH OF AGREEMENT

- A. If CONTRACTOR fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger timely performance of this Agreement, OMNITRANS may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to OMNITRANS within the time permitted by OMNITRANS, then OMNITRANS may terminate this Agreement due to CONTRACTOR's breach of this Agreement.
- B. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then OMNITRANS may immediately terminate this Agreement.
- C. If CONTRACTOR violates Section 28, Compliance with Lobbying Policies, of this Agreement, then OMNITRANS may immediately terminate this Agreement.
- D. In the event OMNITRANS terminates this Agreement as provided in this Section, OMNITRANS may procure, upon such terms and in such manner as OMNITRANS may deem appropriate, Work similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to OMNITRANS for all of its costs and damages, including, but not limited, any excess costs for such Work.
- E. All finished or unfinished documents and materials produced or procured under this Agreement shall become OMNITRANS' property upon date of such termination.

- F. If, after notice of termination of this Agreement under the provisions of this Section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 10, Termination for Convenience.
- G. The rights and remedies of OMNITRANS provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

12. ASSIGNMENT

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

13. SUBCONTRACTING

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

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

- a. Substitute any person, firm, or corporation as subcontractor in place of the subcontractors identified below; or
- b. Permit any subcontract to be assigned or transferred; or
- c. Allow work to be performed by anyone other than the original subcontractor listed below.

Subcontractor's Name and Address	Work to Be Performed
NONE	

14. INDEPENDENT CONTRACTOR

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

15. INSURANCE

A. INSURANCE REQUIREMENTS

1) General Requirements for Contractor

- a. Without limiting or diminishing the Contractor's obligation to indemnify or hold Omnitrans harmless, Contractor shall procure, prior to commencement of the services required under this contract and maintain for the duration of the contract at its own expense, insurance of the kinds and in the amounts as indicated below;
- b. Provide Omnitrans with valid original certificates of insurance and endorsements showing Omnitrans as an additional insured.

2) Deductibles or Self-Insured Retention (SIR)

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

3) Other Insurance Provisions

a. Commercial General Liability and Automobile Liability

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of Contractor's performance of its obligations hereunder and if Contractor's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used. Policy shall name Omnitrans, its officers, officials, employees, agents and volunteers as additional insured as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations of the scope of protection afforded Omnitrans, its officers, officials, employees, agents, and volunteers.

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

b. Workers' Compensation

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

c. Care, Custody, and Control

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

4) Acceptability of Insurers

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

5) Verification of Coverage

- a. Contractor shall furnish Omnitrans with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All insurance certificates and endorsements are to be received and approved by Omnitrans before work commences.
- b. As an alternative, Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
- c. In lieu of purchasing insurance and providing original endorsements and or certificates of insurance, the Contractor may provide proof of self-insurance; such proof must be to the satisfaction of Omnitrans.

6) Subcontractors

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

7) Notification of Terminated Insurance

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

B. MINIMUM INSURANCE COVERAGE

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

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

- 2) ☒ **Automobile Liability:** \$1,000,000; per occurrence for bodily and property damage liability and aggregate; *Omnitrans named and endorsed as an Additional Insured.*
- 3) ☐ **Errors and Omissions Liability:** \$1,000,000; combined single limit bodily and property damage liability per occurrence and \$ 3,000,000 aggregate or,
- 4) ☐ **Professional Liability:** \$1,000,000; per occurrence and aggregate.
- 5) ☒ **Workers' Compensation:** statutory limits or,
- 6) ☐ **Self-Insurance Program:** a State Approved program in an amount and form that meets all applicable requirements of the Labor Code of the State of California.
- 7) ☒ **Employer's Liability:** \$1,000,000; per occurrence.
- 8) ☐ **Environmental Liability:** \$1,000,000; per occurrence and aggregate; *Omnitrans named and endorsed as an Additional Insured.*
- 9) ☐ **Umbrella Policy:** \$4,000,000; per occurrence and aggregate Additional coverage for the above policies, *Omnitrans Additional Insured.*
- 10) ☒ All drivers making deliveries of products specified on this solicitation shall have Hazardous Materials Endorsements on their Commercial Driver's License, and such other Endorsements as may be required by relevant laws and/or regulations.

16. INDEMNITY

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

17. REVISIONS IN SCOPE OF WORK

By written notice or order, OMNITRANS may, from time to time, order work suspension or make changes to this Agreement. Changes in the Work shall be

mutually agreed to and incorporated into an amendment to this Agreement. Upon execution of an amendment, CONTRACTOR shall perform the Work, as amended.

18. RIGHTS IN TECHNICAL DATA

- A. No material or technical data prepared by CONTRACTOR under this Agreement is to be released by CONTRACTOR to any other person or entity except as necessary for the performance of the Work. All press releases or information concerning the Work that might appear in any publication or dissemination, including but not limited to, newspapers, magazines, and electronic media, shall first be authorized in writing by OMNITRANS.
- B. The originals of all letters, documents, reports and other products and data produced under this Agreement shall become the property of OMNITRANS without restriction or limitation on their use and shall be made available upon request to OMNITRANS at any time. Original copies of such shall be delivered to OMNITRANS upon completion of the Work or termination of the Work. CONTRACTOR shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the prior written approval of OMNITRANS. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

19. OWNERSHIP OF REPORTS AND DOCUMENTS

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

20. OWNERSHIP RIGHTS

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

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

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

21. WORK FOR HIRE

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

22. SUBMITTAL OF CLAIMS BY CONTRACTOR

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

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

23. EQUAL OPPORTUNITY

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

24. STANDARD OF PERFORMANCE

- A. CONTRACTOR shall perform and exercise, and require its subcontractors to perform and exercise due professional care and competence in the performance of the Work in accordance with the requirements of this Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, completeness and coordination of the Work, it being understood that OMNITRANS will be relying upon such professional quality, accuracy, completeness and coordination in utilizing the Work. The foregoing obligations and standards shall constitute the "Standard of Performance" for purposes of this Agreement. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.
- B. All workers shall have sufficient skill and experience to perform the Work assigned to them. OMNITRANS shall have the right, at its sole discretion, to require the immediate removal of CONTRACTOR's personnel at any level assigned to the performance of the Work at no additional fee or cost to OMNITRANS, if OMNITRANS considers such removal in its best interests and requests such removal in writing and such request is not done for illegal reasons. Further, an employee who is removed from performing Work under this Agreement under this Article shall not be re-assigned to perform Work in any other capacity under this Agreement without OMNITRANS' prior written approval.

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

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

26. DISQUALIFYING POLITICAL CONTRIBUTIONS

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

27. COMPLIANCE WITH LAW

- A. CONTRACTOR shall familiarize itself with and perform the Work required under this Agreement in conformity with requirements and standards of OMNITRANS, municipal and public agencies, public and private utilities, special districts, and railroad agencies whose facilities and work may be affected by Work under this Agreement. CONTRACTOR shall also comply with all Federal, state and local laws and ordinances.
- B. Government regulations that directly affect the CONTRACTOR'S performance of this contract and unforeseen impacts, which neither party could have contemplated at the onset of the contract and have an unconscionable impact on the CONTRACTOR may be given special pricing consideration. The parties, in good faith, shall review established rates and may adopt any mutually agreed new rates, which shall only be effective as agreed upon by the parties. Thorough documentation including all cost elements is required to support the Contractor's claim to any relief under this clause.

28. COMPLIANCE WITH LOBBYING POLICIES

- A. CONTRACTOR agrees that if it is a Lobbyist Employer or if it has retained a Lobbying Firm or Lobbyist, as such terms are defined by OMNITRANS in its Ethics Policy, it shall comply or ensure that its Lobbying Firm and Lobbyist complies with OMNITRANS' Ethics Policy.
- B. If CONTRACTOR (Lobbyist Employer) or its Lobbying Firm or Lobbyist fails to comply, in whole or in part, with OMNITRANS' Ethics Policy, such failure shall be considered a material breach of this Agreement and OMNITRANS shall have the right to immediately terminate or suspend this Agreement.

29. PUBLIC RECORDS ACT

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

subject to the provisions of the California Public Records Act. OMNITRANS' use and disclosure of its records are governed by this Act.

- B. OMNITRANS will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of trade secret, confidential or proprietary. OMNITRANS will accept materials clearly and prominently labeled "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY" as determined by CONTRACTOR. OMNITRANS will endeavor to notify CONTRACTOR of any request of the disclosure of such materials. Under no circumstances, however, will OMNITRANS be liable or responsible for the disclosure of any labeled materials whether the disclosure is required by law or a court order or occurs through inadvertence, mistake or negligence on the part of OMNITRANS or its officers, employees and/or contractors.
- C. In the event of litigation concerning the disclosure of any material submitted by CONTRACTOR, OMNITRANS' sole involvement will be as a stake holder, retaining the material until otherwise ordered by a court. CONTRACTOR, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the materials, and shall defend, indemnify and hold OMNITRANS harmless from all costs and expenses, including attorneys' fees, in connection with such action.

30. WAIVER/INVALIDITY

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

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

31. FORCE MAJEURE

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

32. CONFIDENTIALITY

CONTRACTOR agrees that for and during the entire term of this Agreement, any information, data, figures, records, findings and the like received or generated by CONTRACTOR in the performance of this Agreement, shall be considered and kept as the private and privileged records of OMNITRANS and will not be divulged to any person, firm, corporation, or other entity except on the direct prior written

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

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

- A. OMNITRANS shall review and approve in writing all OMNITRANS related copy proposed to be used by CONTRACTOR for advertising or public relations purposes prior to publication. CONTRACTOR shall not allow OMNITRANS related copy to be published in its advertisements and public relations programs prior to receiving such approval. CONTRACTOR shall ensure that all published information is factual and that it does not in any way imply that OMNITRANS endorses CONTRACTOR's firm, service, and/or product.
- B. CONTRACTOR shall refer all inquiries from the news media to OMNITRANS, and shall comply with the procedures of OMNITRANS' Public Affairs staff regarding statements to the media relating to this Agreement or the Work.
- C. If CONTRACTOR receives a complaint from a citizen or the community, CONTRACTOR shall inform OMNITRANS as soon as possible and inform OMNITRANS of any action taken to alleviate the situation.
- D. The provisions of this Article shall survive the termination or expiration of this Agreement.

34. GOVERNING LAW

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

35. MODIFICATIONS TO AGREEMENT

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

36. LICENSING, PERMITS AND INSPECTION COSTS

- A. The CONTRACTOR warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, and the County of San Bernardino, the Local Jurisdictions, and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of the Agreement. Further, FIRM warrants that its employees, agents, and contractors and subcontractors shall conduct themselves in compliance with such laws and licensure requirements including, without limitation, compliance with laws applicable to nondiscrimination, sexual harassment and ethical behavior throughout the duration of this Agreement. CONTRACTOR further warrants that it shall not retain or employ an unlicensed subcontractor to perform work on this Project. CONTRACTOR shall notify OMNITRANS immediately and in writing of its employees', agents', contractors' or subcontractors' inability to obtain or maintain, irrespective of the pendency of any appeal, any such licenses, permits, approvals, certificates, waivers, exemptions. Such inability shall be cause for termination of this Agreement.
- B. CONTRACTOR shall procure all permits and licenses; pay all charges, assessments and fees, as may be required by the ordinances and regulations of the public agencies having jurisdiction over the areas in which the work is located, and shall comply with all the terms and conditions thereof and with all lawful orders and regulations of each such public agency relating to construction operations under the jurisdiction of such agency.

37. PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, and any and all of its Amendments, Appendices, Exhibits and Attachments; (2) provisions of RFQ-ITS19-57 and any and all of its Addenda, Appendices, Exhibits and Attachments; and (3) CONTRACTOR's proposal dated October 15, 2018 and its Appendices, Exhibits, and Attachments.

38. ENTIRE AGREEMENT

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

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

OMNITRANS

FORD AUDIO-VIDEO SYSTEMS, LLC

P. Scott Graham
CEO/General Manager

Greg Bower
Director of Contracts and Construction

Date

Date

Federal Tax I.D. No. 73-0947837

CM



**ATTACHMENT A
SCOPE OF WORK
ITS19-57**

sbX PA System Maintenance and Warranty Services

Contractor shall perform the following services for Omnitrans' sbX Public Address system:

1. Provide 24/7, 365 days a year, telephone and/or remote support assistance in troubleshooting and solving problems with the IED system.
2. Respond to emergency requests within two (2) hours of receiving call.
3. Messaging updates available through the IED message library.
4. Factory training session at the IED training center in Louisville, Kentucky, for two Omnitrans employees. Travel to the facility in Louisville is not provided.
5. Provide IED replacement equipment in the event of equipment failures (Repairs due to malicious misuse, vandalism or force majeure is not covered).
6. Provide extended hardware and software warranty, service and maintenance services.
7. Software updates, including bug fixes, patches, and service packs.
8. Provide IED System Health Check services. Report shall include narrative summary of services provided at each visit and shall be due within five (5) business days of visit. See Exhibit 1 for sample report format(s) and sample summary.
9. Provide three service trips to resolve failures that cannot be resolved remotely.

END OF SCOPE OF WORK

ATTACHMENT C
COST/PRICE
ITS19-57

Item	Firm Fixed Fee
Year 1 Service	\$37,006.00
Year 2 Service	\$37,006.00
Year 3 Service	\$53,696.00
Allowance (additional service trips beyond three service trips included)	\$5,000.00
TOTAL FIRM FIXED FEE AMOUNT	\$132,708.00

*BILLABLE LABOR RATE(S) Additional Service Trips			
Function/Trade Classification (e.g., Journeyman)	Hourly Wage: Regular	Hourly Wage: Overtime	Hourly Wage: Holiday
Service Technician	\$100.00	\$150.00	\$200.00
Engineer/Programmer	\$140.00	\$210.00	\$280.00
Travel Time Service Tech	\$40.00	\$	\$
Travel Time Engineer/Programmer	\$50.00	\$	\$

EXHIBIT 1

SAMPLE PAP visit

- Arrived on site at 8am and met _____. Proceeded to set up in the situation room. Unfortunately _____ wasn't there.
- Pulled back and backed up all pertinent data. Left the Prizm bak and the .vbk files on the desktop of the virtual server. Instructed Bobby to copy it to a thumb drive.
- Found several mic stations in available devices and added them back into the system.
- All 3 NS boxes were offline. We were able to unplug and reboot 2 of them but they later fell off line again. One wouldn't power up at all. This has been an issue at _____ before. I think we should do an advance replacement for the NS boxes.
- They would like a pre announce tone for their Emergency TCAS messages. Is that possible.
- We walked both terminals, ticketing and baggage testing mic stations. The firmware ranges from 2008 to 2015. Gate agents reported very little problems.
- After spending some time with _____ discussing the upcoming expansion of the airport (adding 20 gates) I left at 1pm.
- On to _____.

IED_{on call} Initial Site Visit System Checklist

System Site _____ IED On Call Personnel: _____

Arrival Date: _____ Depart Date: _____ Site Contact/Coordinator: _____

Time: _____ Time: _____ Phone/email: _____

ACS Number: _____

List any exceptions if this is not a system check-up for the entire system:

EXHIBIT 1

Computers

(Servers, Clients, Gateways, Workstations by location)

Date: _____

Primary Server

System Site: _____ Install Date: _____ ACS #: _____

Location: _____ Serial #: _____ Install Date: _____

Server Manufacturer: _____ Model #: _____ IED Software: _____

Version: _____ IP Address: _____ Subnet Mask: _____

Switch #: _____ Port #: _____ VLAN #: _____ Device ID: _____ Device Type: _____

Default Gateway IP: _____ Sound Card: _____

Device Editor - Additional Properties

Property	Instance	Value

EXHIBIT 1

Backup Server

Server Manufacturer: _____ Model #: _____ IED Software: _____
Version: _____ IP Address: _____ Subnet Mask: _____
Switch #: _____ Port #: _____ VLAN #: _____ Failover Software: _____ Version: _____
Default Gateway IP: _____

Device Editor - Additional Properties

Property	Instance	Value

Gateway

Location _____ Serial #: _____ Install Date: _____

EXHIBIT 1

Gateway Manufacturer: _____ Model # _____ IED Software: _____
Version: _____ IP Address: _____ Subnet Mask: _____
Switch #: _____ Port #: _____ VLAN #: _____ Device ID: _____ Device Type: _____
IED0590A3 Serial #: _____ IED0590I #1 Serial #: _____ IED0590I #2 Serial #: _____
Network Card: _____

Device Editor - Additional Properties

Property	Instance	Value

Notes: _____

EXHIBIT 1

Clients

System Site: _____ ACS #: _____

Client #1 Function: _____

Location _____ Serial #: _____ Install Date: _____

Server Manufacturer: _____ Model #: _____ IED Software: _____

Version: _____ IP Address: _____ Subnet Mask: _____

Switch #: _____ Port #: _____ VLAN #: _____ Device ID: _____ Device Type: _____

Device Editor - Additional Properties

Property	Instance	Value

EXHIBIT 1

Client #2 Function: _____

Location _____ Serial #: _____ Install Date: _____

Server Manufacturer: _____ Model #: _____ IED Software: _____

Version: _____ IP Address: _____ Subnet Mask: _____

Switch #: _____ Port #: _____ VLAN #: _____ Device ID: _____ Device Type: _____

Device Editor - Additional Properties

Property	Instance	Value

EXHIBIT 1

Client #3 Function: _____

Location _____ Serial #: _____ Install Date: _____

Server Manufacturer: _____ Model #: _____ IED Software: _____

Version: _____ IP Address: _____ Subnet Mask: _____

Switch #: _____ Port #: _____ VLAN #: _____ Device ID: _____ Device Type: _____

Device Editor - Additional Properties

Property	Instance	Value

EXHIBIT 1

Client #4 Function: _____

Location _____ Serial #: _____ Install Date: _____

Server Manufacturer: _____ Model #: _____ IED Software: _____

Version: _____ IP Address: _____ Subnet Mask: _____

Switch #: _____ Port #: _____ VLAN #: _____ Device ID: _____ Device Type: _____

Device Editor - Additional Properties

Property	Instance	Value

EXHIBIT 1

Client #5 Function: _____

Location _____ Serial #: _____ Install Date: _____

Server Manufacturer: _____ Model #: _____ IED Software: _____

Version: _____ IP Address: _____ Subnet Mask: _____

Switch #: _____ Port #: _____ VLAN #: _____ Device ID: _____ Device Type: _____

Device Editor - Additional Properties

Property	Instance	Value

EXHIBIT 1

Client #6 Function: _____

Location _____ Serial #: _____ Install Date: _____

Server Manufacturer: _____ Model #: _____ IED Software: _____

Version: _____ IP Address: _____ Subnet Mask: _____

Switch #: _____ Port #: _____ VLAN #: _____ Device ID: _____ Device Type: _____

Device Editor - Additional Properties

Property	Instance	Value

EXHIBIT 1

Client #7 Function: _____

Location _____ Serial #: _____ Install Date: _____

Server Manufacturer: _____ Model #: _____ IED Software: _____

Version: _____ IP Address: _____ Subnet Mask: _____

Switch #: _____ Port #: _____ VLAN #: _____ Device ID: _____ Device Type: _____

Device Editor - Additional Properties

Property	Instance	Value

EXHIBIT 1

Client #8 Function: _____

Location _____ Serial #: _____ Install Date: _____

Server Manufacturer: _____ Model #: _____ IED Software: _____

Version: _____ IP Address: _____ Subnet Mask: _____

Switch #: _____ Port #: _____ VLAN #: _____ Device ID: _____ Device Type: _____

Device Editor - Additional Properties

Property	Instance	Value

EXHIBIT 1

Client #9 Function: _____

Location _____ Serial #: _____ Install Date: _____

Server Manufacturer: _____ Model #: _____ IED Software: _____

Version: _____ IP Address: _____ Subnet Mask: _____

Switch #: _____ Port #: _____ VLAN #: _____ Device ID: _____ Device Type: _____

Device Editor - Additional Properties

Property	Instance	Value

EXHIBIT 1

Client #10 Function: _____

Location _____ Serial #: _____ Install Date: _____

Server Manufacturer: _____ Model #: _____ IED Software: _____

Version: _____ IP Address: _____ Subnet Mask: _____

Switch #: _____ Port #: _____ VLAN #: _____ Device ID: _____ Device Type: _____

Device Editor - Additional Properties

Property	Instance	Value

EXHIBIT 1

Network Switches

System Site: _____ ACS #: _____

Switch #1

Make: _____ Model #: _____ Location _____ Firmware Version: _____

IP Address: _____ Type: _____ Subnet Mask: _____

Module Part #: _____ Slot #: _____ Module Part#: _____ Slot#: _____

Module Part #: _____ Slot #: _____ Module Part#: _____ Slot#: _____

Switch #2

Make: _____ Model #: _____ Location _____ Firmware Version: _____

IP Address: _____ Type: _____ Subnet Mask: _____

Module Part #: _____ Slot #: _____ Module Part#: _____ Slot#: _____

Module Part #: _____ Slot #: _____ Module Part#: _____ Slot#: _____

Switch #3

Make: _____ Model #: _____ Location _____ Firmware Version: _____

IP Address: _____ Type: _____ Subnet Mask: _____

Module Part #: _____ Slot #: _____ Module Part#: _____ Slot#: _____

Module Part #: _____ Slot #: _____ Module Part#: _____ Slot#: _____

EXHIBIT 1

Switch #4

Make: _____ Model #: _____ Location _____ Firmware Version: _____
IP Address: _____ Type: _____ Subnet Mask: _____
Module Part #: _____ Slot #: _____ Module Part#: _____ Slot#: _____
Module Part #: _____ Slot #: _____ Module Part#: _____ Slot#: _____

Switch #5

Make: _____ Model #: _____ Location _____ Firmware Version: _____
IP Address: _____ Type: _____ Subnet Mask: _____
Module Part #: _____ Slot #: _____ Module Part#: _____ Slot#: _____
Module Part #: _____ Slot #: _____ Module Part#: _____ Slot#: _____

EXHIBIT 1

Switch #6

Make: _____ Model #: _____ Location _____ Firmware Version: _____

IP Address: _____ Type: _____ Subnet Mask: _____

Module Part #: _____ Slot #: _____ Module Part#: _____ Slot#: _____

Module Part #: _____ Slot #: _____ Module Part#: _____ Slot#: _____

Notes: _____

Keyboard/Monitor/KVM

System Site: _____ ACS #: _____

Monitor Make: _____ Model: _____ Serial Number: _____

Keyboard Make: _____ Model: _____ Serial Number: _____

KVM Switch: _____ Model: _____ Serial Number: _____

Atlas Combination: _____ Model: _____ Serial Number: _____

IP Address: _____ Subnet Mask: _____ IP Module: _____

Switch Number: _____ Port Number: _____ Vlan: _____

ACS Frame Configuration

System Site: _____ ACS #: _____

Total Number of Analog Microphones: _____ Total Number of Digital Microphones: _____

Total Number of Analog Zones: _____ Total Number of Digital Zones: _____ Total Number of Display Zones: _____

Mainframe Location in Reference to Power Supplies _____ # CPUs: _____ Model #: _____

IP Addresses: _____ Serial #s: _____ Software Version: _____

510CPUs Switch #: _____ Ports: _____ VLAN: _____ Group #: _____

Device ID: _____ Device Type: _____

Slot #1: _____ Slot #2: _____ Slot #3: _____ Slot #4: _____

Slot #5: _____ Slot #6: _____ Slot #7: _____ Slot #8: _____

Slot # 9: _____ Slot #10: _____ Slot #11: _____ Slot #12: _____

Slot #13: 510CT/510CPU

510N #1: Slot #: _____ Switch #: _____ Port #: _____ VLAN #: _____

EXHIBIT 1

Device ID: _____ Device Type: _____

Function: _____

NCard Editor - Additional Properties

Property	Instance	Value

510N #2: Slot #: _____ Switch #: _____ Port #: _____ VLAN #: _____

Device ID: _____ Device Type: _____

EXHIBIT 1

Function: _____

Ncard Editor - Additional Properties

Property	Instance	Value

510N #3: Slot #: _____ Switch #: _____ Port #: _____ VLAN #: _____

Device ID: _____ Device Type: _____

Function: _____

EXHIBIT 1

Ncard Editor - Additional Properties

Property	Instance	Value

Expansion Frame #2 in Reference to Power Supplies: _____

Slot #1: _____ Slot #2: _____ Slot #3: _____ Slot #4: _____
Slot #5: _____ Slot #6: _____ Slot #7: _____ Slot #8: _____
Slot # 9: _____ Slot #10: _____ Slot #11: _____ Slot #12: _____

EXHIBIT 1

Slot #13: _____

Expansion Frame #3 in Reference to Power Supplies: _____

Slot #1: _____	Slot #2: _____	Slot #3: _____	Slot #4: _____
Slot #5: _____	Slot #6: _____	Slot #7: _____	Slot #8: _____
Slot # 9: _____	Slot #10: _____	Slot #11: _____	Slot #12: _____
Slot #13: _____			

Expansion Frame #4 in Reference to Power Supplies: _____

Slot #1: _____	Slot #2: _____	Slot #3: _____	Slot #4: _____
Slot #5: _____	Slot #6: _____	Slot #7: _____	Slot #8: _____
Slot # 9: _____	Slot #10: _____	Slot #11: _____	Slot #12: _____
Slot #13: _____			

EXHIBIT 1

Power Supply Mainframe Model: _____ Serial Number: _____

Number of 405s: _____ Number of 415s: _____ Number of 430s: _____

Notes: _____

Device Editor - Additional Properties

Property	Instance	Value
aaa		

EXHIBIT 1

Microphone Stations

System Site: _____ ACS #: _____

Number of 500HFMs: _____ 500FMEs: _____ Gooseneck Mics: _____ Handheld Mics: _____

Number of 500VFM: _____ 500FMEs: _____ Gooseneck Mics: _____ Handheld Mics: _____

Number of 500DTs: _____ 500FMEs: _____ Gooseneck Mics: _____ Handheld Mics: _____

Number of 500FMCs: _____ Gooseneck Mics: _____ Handheld Mics: _____

Number of 500LDs: _____

Number of Ebs: _____

Number of 500SMSs: _____

Total Number of 508 Microphone Stations: _____ Firmware Version: _____

Number of 508HFMs: _____ 500FMEs: _____ Gooseneck Mics: _____ Handheld Mics: _____

Number of 508VFM: _____ 500FMEs: _____ Gooseneck Mics: _____ Handheld Mics: _____

Number of 508DTs: _____ 500FMEs: _____ Gooseneck Mics: _____ Handheld Mics: _____

Number of 508 LDs: _____ 500FMEs: _____ Gooseneck Mics: _____ Handheld Mics: _____

Number of 508SRMs: _____ 500FMEs: _____ Gooseneck Mics: _____ Handheld Mics: _____

Number of 508FMCs: _____ Gooseneck Mics: _____ Handheld Mics: _____

Number of 508Ts: _____ Firmware Version: _____

Number of 508T-2s: _____ Firmware Version: _____

Number of 508 BIOs: _____ Firmware Versions: _____

EXHIBIT 1

Total Number of 518 Microphone Stations: _____ Firmware Version: _____

IP Address Range: _____ Subnet Mask: _____

Number of 518HFMs: _____ 500FMEs: _____ Gooseneck Mics: _____ Handheld Mics: _____

Number of 518VFMs: _____ 500FMEs: _____ Gooseneck Mics: _____ Handheld Mics: _____

Total Number of 528 Microphone Stations: _____ Firmware Version: _____

IP Address Range: _____ Subnet Mask: _____

Number of 528HFMs: _____ #528SKs: _____ 500FMEs: _____

Number of 528VFMs: _____ #528SKs: _____ 500FMEs: _____

Number of 528 HFMGs: _____ #528SKs: _____ 500FMEs: _____

Number of 528SRMs: _____ #528SKs: _____ 500FMEs: _____

Number of 528LDs: _____ #528SKs: _____ 500FMEs: _____

Notes: _____

Analog Power Amplifiers and Mainframes

System Site: _____ ACS #: _____

Total Number of Mainframes for this ACS: _____ Total Number of Amplifier Channels: _____

Model of Mainframe #1	_____	Location: _____	Model of Amplifiers: _____
Model of Mainframe #2	_____	Location: _____	Model of Amplifiers: _____
Model of Mainframe #3	_____	Location: _____	Model of Amplifiers: _____
Model of Mainframe #4	_____	Location: _____	Model of Amplifiers: _____
Model of Mainframe #5	_____	Location: _____	Model of Amplifiers: _____
Model of Mainframe #6	_____	Location: _____	Model of Amplifiers: _____
Model of Mainframe #7	_____	Location: _____	Model of Amplifiers: _____
Model of Mainframe #8	_____	Location: _____	Model of Amplifiers: _____
Model of Mainframe #9	_____	Location: _____	Model of Amplifiers: _____
Model of Mainframe #10	_____	Location: _____	Model of Amplifiers: _____
Model of Mainframe #11	_____	Location: _____	Model of Amplifiers: _____
Model of Mainframe #12	_____	Location: _____	Model of Amplifiers: _____
Model of Mainframe #13	_____	Location: _____	Model of Amplifiers: _____

Notes: _____

IED 6416 Backup Amplifier Switcher

System Site: _____ ACS #: _____

Switcher #1 Connected to Amplifier Frame(s): _____

Switcher #2 Connected to Amplifier Frame(s): _____

Switcher #3 Connected to Amplifier Frame(s): _____

Switcher #4 Connected to Amplifier Frame(s): _____

Switcher #5 Connected to Amplifier Frame(s): _____

Switcher #6 Connected to Amplifier Frame(s): _____

Switcher #7 Connected to Amplifier Frame(s): _____

Switcher #8 Connected to Amplifier Frame(s): _____

Titan T9160 Power Amplifier Mainframes

System Site: _____ ACS #: _____

Total Number of Frames for this ACS: _____ Total Number of Amplifier Channels: _____

Firmware Version: _____ Core: _____ AIOs: _____

LVIOs: _____ MTs: _____

Frame #1 Location: _____ Serial Number: _____ Backup: _____

IP Address: _____ Subnet Mask: _____

Switch #: _____ Port #: _____ VLAN: _____ Number & Type of Amplifiers: _____

Device ID: _____ Device Type: _____

Frame #2 Location: _____ Serial Number: _____ Backup: _____

IP Address: _____ Subnet Mask: _____

Switch #: _____ Port #: _____ VLAN: _____ Number & Type of Amplifiers: _____

Device ID: _____ Device Type: _____

Frame #3 Location: _____ Serial Number: _____ Backup: _____

IP Address: _____ Subnet Mask: _____

Switch #: _____ Port #: _____ VLAN: _____ Number & Type of Amplifiers: _____

Device ID: _____ Device Type: _____

EXHIBIT 1

Frame #4 Location: _____ Serial Number: _____ Backup: _____

IP Address: _____ Subnet Mask: _____

Switch #: _____ Port #: _____ VLAN: _____ Number & Type of Amplifiers: _____

Device ID: _____ Device Type: _____

Frame #5 Location: _____ Serial Number: _____ Backup: _____

IP Address: _____ Subnet Mask: _____

Switch #: _____ Port #: _____ VLAN: _____ Number & Type of Amplifiers: _____

Device ID: _____ Device Type: _____

Frame #6 Location: _____ Serial Number: _____ Backup: _____

IP Address: _____ Subnet Mask: _____

Switch #: _____ Port #: _____ VLAN: _____ Number & Type of Amplifiers: _____

Device ID: _____ Device Type: _____

Frame #7 Location: _____ Serial Number: _____ Backup: _____

IP Address: _____ Subnet Mask: _____

EXHIBIT 1

Switch #: _____ Port #: _____ VLAN: _____ Number & Type of Amplifiers: _____

Device ID: _____ Device Type: _____

Frame #8 Location: _____ Serial Number: _____ Backup: _____

IP Address: _____ Subnet Mask: _____

Switch #: _____ Port #: _____ VLAN: _____ Number & Type of Amplifiers: _____

Device ID: _____ Device Type: _____

Frame #9 Location: _____ Serial Number: _____ Backup: _____

IP Address: _____ Subnet Mask: _____

Switch #: _____ Port #: _____ VLAN: _____ Number & Type of Amplifiers: _____

Device ID: _____ Device Type: _____

Frame #10 Location: _____ Serial Number: _____ Backup: _____

IP Address: _____ Subnet Mask: _____

Switch #: _____ Port #: _____ VLAN: _____ Number & Type of Amplifiers: _____

EXHIBIT 1

Device ID: _____ Device Type: _____

Frame #11 Location: _____ Serial Number: _____ Backup: _____

IP Address: _____ Subnet Mask: _____

Switch #: _____ Port #: _____ VLAN: _____ Number & Type of Amplifiers: _____

Device ID: _____ Device Type: _____

Frame #12 Location: _____ Serial Number: _____ Backup: _____

IP Address: _____ Subnet Mask: _____

Switch #: _____ Port #: _____ VLAN: _____ Number & Type of Amplifiers: _____

Device ID: _____ Device Type: _____

Notes: _____

IED T9032 Ambient Sensor Collectors

System Site: _____ ACS #: _____

Number of Collectors for this ACS: _____ Number of Sensors: _____

Firmware Version (ARM Module: _____ Firmware TN32NS: _____

Collector #1 Location: _____ Serial Number: _____

IP Address: _____ Subnet Mask: _____

Switch #: _____ Port #: _____ VLAN #: _____ Number of Sensors: _____

Device ID: _____ Device Type: _____

Collector #2 Location: _____ Serial Number: _____

IP Address: _____ Subnet Mask: _____

Switch #: _____ Port #: _____ VLAN #: _____ Number of Sensors: _____

Device ID: _____ Device Type: _____

Collector #3 Location: _____ Serial Number: _____

IP Address: _____ Subnet Mask: _____

Switch #: _____ Port #: _____ VLAN #: _____ Number of Sensors: _____

Device ID: _____ Device Type: _____

EXHIBIT 1

Collector #4 Location: _____ Serial Number: _____

IP Address: _____ Subnet Mask: _____

Switch #: _____ Port #: _____ VLAN #: _____ Number of Sensors: _____

Device ID: _____ Device Type: _____

Collector #5 Location: _____ Serial Number: _____

IP Address: _____ Subnet Mask: _____

Switch #: _____ Port #: _____ VLAN #: _____ Number of Sensors: _____

Device ID: _____ Device Type: _____

Collector #6 Location: _____ Serial Number: _____

IP Address: _____ Subnet Mask: _____

Switch #: _____ Port #: _____ VLAN #: _____ Number of Sensors: _____

Device ID: _____ Device Type: _____

Collector #7 Location: _____ Serial Number: _____

IP Address: _____ Subnet Mask: _____

EXHIBIT 1

Switch #: _____ Port #: _____ VLAN #: _____ Number of Sensors: _____

Device ID: _____ Device Type: _____

Notes: _____

IED T9032DSP

Systems Site: _____ ACS #: _____

#1 T90 _____ DSP Location: _____ Serial Number: _____

Function: _____

Firmware Versions: Core: _____ AIOs: _____ MTs: _____

IP Address: _____ Subnet Mask: _____

Switch #: _____ Port #: _____ VLAN #: _____

Device ID: _____ Device Type: _____

Device Editor - Additional Properties

Property	Instance	Value

EXHIBIT 1

#2 T90 _____ DSP Location: _____ Serial Number: _____

Function: _____

Firmware Versions: Core: _____ AIOs: _____ MTs: _____

IP Address: _____ Subnet Mask: _____

Switch #: _____ Port #: _____ VLAN #: _____

Device ID: _____ Device Type: _____

Device Editor - Additional Properties

Property	Instance	Value

#3 T90 _____ DSP Location: _____ Serial Number: _____

EXHIBIT 1

Function: _____

Firmware Versions: Core: _____ AIOs: _____ MTs: _____

IP Address: _____ Subnet Mask: _____

Switch #: _____ Port #: _____ VLAN #: _____

Device ID: _____ Device Type: _____

Device Editor - Additional Properties

Property	Instance	Value

#4 T90 _____ DSP Location: _____ Serial Number: _____

EXHIBIT 1

Function: _____

Firmware Versions: Core: _____ AIOs: _____ MTs: _____

IP Address: _____ Subnet Mask: _____

Switch #: _____ Port #: _____ VLAN #: _____

Device ID: _____ Device Type: _____

Device Editor - Additional Properties

Property	Instance	Value

Notes: _____

EXHIBIT 1

IED T0516BGM Background Music Hub

System Site: _____ ACS #: _____

Number 1 T0516BGM Location: _____ # of T516BGMs: _____ Powered By: _____

Number 2 T0516BGM Location: _____ # of T516BGMs: _____ Powered By: _____

Number 3 T0516BGM Location: _____ # of T516BGMs: _____ Powered By: _____

Number 4 T0516BGM Location: _____ # of T516BGMs: _____ Powered By: _____

Notes: _____

IED T9032LVIO Input/Output Logic/Voltage/IO

System Site: _____ ACS # _____

T9032LVIO #1 Location: _____ Serial Number: _____

Function: _____

Firmware Version: _____ Core: _____ LVIO: _____

IP Address: _____ Subnet Mask: _____

Switch #: _____ Port #: _____ VLAN: _____

Device ID: _____ Device Type: _____

Device Editor - Additional Properties

Property	Instance	Value

EXHIBIT 1

T9032LVIO #2 Location: _____ Serial Number: _____

Function: _____

Firmware Version: _____ Core: _____ LVIO: _____

IP Address: _____ Subnet Mask: _____

Switch #: _____ Port #: _____ VLAN: _____

Device ID: _____ Device Type: _____

Device Editor - Additional Properties

Property	Instance	Value

Notes: _____

EXHIBIT 1

IED T9032MT Monitor/Test Point Collector

System Site: _____ ACS #: _____

T9032MT #1 Location: _____ Serial Number: _____

Firmware Version: _____ Core: _____ MT: _____

IP Address: _____ Subnet Mask: _____

Switch #: _____ Port #: _____ VLAN #: _____ Device ID: _____ Device Type: _____

Device Editor - Additional Properties

Property	Instance	Value

EXHIBIT 1

T9032MT #2 Location: _____ Serial Number: _____

Firmware Version: _____ Core: _____ MT: _____

IP Address: _____ Subnet Mask: _____

Switch #: _____ Port #: _____ VLAN #: _____ Device ID: _____ Device Type: _____

Device Editor - Additional Properties

Property	Instance	Value

EXHIBIT 1

T9032MT #3 Location: _____ Serial Number: _____

Firmware Version: _____ Core: _____ MT: _____

IP Address: _____ Subnet Mask: _____

Switch #: _____ Port #: _____ VLAN #: _____ Device ID: _____ Device Type: _____

Device Editor - Additional Properties

Property	Instance	Value

EXHIBIT 1

T9032MT #4 Location: _____ Serial Number: _____

Firmware Version: _____ Core: _____ MT: _____

IP Address: _____ Subnet Mask: _____

Switch #: _____ Port #: _____ VLAN #: _____ Device ID: _____ Device Type: _____

Device Editor - Additional Properties

Property	Instance	Value

T9032MT #5 Location: _____ Serial Number: _____

Firmware Version: _____ Core: _____ MT: _____

IP Address: _____ Subnet Mask: _____

EXHIBIT 1

Switch #: _____ Port #: _____ VLAN #: _____ Device ID: _____ Device Type: _____

Device Editor - Additional Properties

Property	Instance	Value

T9032MT #6 Location: _____ Serial Number: _____

Firmware Version: _____ Core: _____ MT: _____

IP Address: _____ Subnet Mask: _____

Switch #: _____ Port #: _____ VLAN #: _____ Device ID: _____ Device Type: _____

Device Editor - Additional Properties

Property	Instance	Value

T9032MT #7 Location: _____ Serial Number: _____

Firmware Version: _____ Core: _____ MT: _____

IP Address: _____ Subnet Mask: _____

Switch #: _____ Port #: _____ VLAN #: _____ Device ID: _____ Device Type: _____

Device Editor - Additional Properties

Property	Instance	Value

T9032MT #8 Location: _____ Serial Number: _____

Firmware Version: _____ Core: _____ MT: _____

IP Address: _____ Subnet Mask: _____

Switch #: _____ Port #: _____ VLAN #: _____ Device ID: _____ Device Type: _____

Device Editor - Additional Properties

Property	Instance	Value

T9032MT #9 Location: _____ Serial Number: _____

Firmware Version: _____ Core: _____ MT: _____

IP Address: _____ Subnet Mask: _____

Switch #: _____ Port #: _____ VLAN #: _____ Device ID: _____ Device Type: _____

Device Editor - Additional Properties

Property	Instance	Value

T9032MT #10 Location: _____ Serial Number: _____

Firmware Version: _____ Core: _____ MT: _____

IP Address: _____ Subnet Mask: _____

Switch #: _____ Port #: _____ VLAN #: _____ Device ID: _____ Device Type: _____

Device Editor - Additional Properties

Property	Instance	Value

T9032MT #11 Location: _____ Serial Number: _____

Firmware Version: _____ Core: _____ MT: _____

IP Address: _____ Subnet Mask: _____

Switch #: _____ Port #: _____ VLAN #: _____ Device ID: _____ Device Type: _____

Device Editor - Additional Properties

Property	Instance	Value

T9032MT #12 Location: _____ Serial Number: _____

Firmware Version: _____ Core: _____ MT: _____

IP Address: _____ Subnet Mask: _____

Switch #: _____ Port #: _____ VLAN #: _____ Device ID: _____ Device Type: _____

Device Editor - Additional Properties

Property	Instance	Value

T9032MT #13 Location: _____ Serial Number: _____

Firmware Version: _____ Core: _____ MT: _____

IP Address: _____ Subnet Mask: _____

Switch #: _____ Port #: _____ VLAN #: _____ Device ID: _____ Device Type: _____

Device Editor - Additional Properties

Property	Instance	Value

T9032MT #14 Location: _____ Serial Number: _____

Firmware Version: _____ Core: _____ MT: _____

IP Address: _____ Subnet Mask: _____

Switch #: _____ Port #: _____ VLAN #: _____ Device ID: _____ Device Type: _____

Device Editor - Additional Properties

Property	Instance	Value

T9032MT #15 Location: _____ Serial Number: _____

Firmware Version: _____ Core: _____ MT: _____

IP Address: _____ Subnet Mask: _____

Switch #: _____ Port #: _____ VLAN #: _____ Device ID: _____ Device Type: _____

Device Editor - Additional Properties

Property	Instance	Value

Notes: _____

IED 540 Ambient Analysis System

System Site: _____ ACS #: _____

Total Number of Mainframes: _____ Total Number of Channels: _____ Total Number of Sensors: _____

540 Frame # 1 Location: _____ Serial Number: _____

Firmware Version: _____ RS422: _____ 590I Port: _____

IP Address: _____ CPU Address: _____ Device ID: _____

Switch #: _____ Port #: _____ VLAN #: _____ Device type: _____

Number IAC Cards: _____ Number of I Cards: _____ Number of AC Cards: _____ Power Supply Type: _____

Device Editor - Additional Properties

Property	Instance	Value

540 Frame # 2 Location: _____ Serial Number: _____

EXHIBIT 1

Firmware Version: _____ RS422: _____ 590I Port: _____
 IP Address: _____ CPU Address: _____ Device ID: _____
 Switch #: _____ Port #: _____ VLAN #: _____ Device type: _____
 Number IAC Cards: _____ Number of I Cards: _____ Number of AC Cards: _____ Power Supply Type: _____

Device Editor - Additional Properties

Property	Instance	Value

540 Frame # 3 Location: _____ Serial Number: _____

Firmware Version: _____ RS422: _____ 590I Port: _____

EXHIBIT 1

IP Address: _____ CPU Address: _____ Device ID: _____
 Switch #: _____ Port #: _____ VLAN #: _____ Device type: _____
 Number IAC Cards: _____ Number of I Cards: _____ Number of AC Cards: _____ Power Supply Type: _____

Device Editor - Additional Properties

Property	Instance	Value

540 Frame #4 Location: _____ Serial Number: _____
 Firmware Version: _____ RS422: _____ 590I Port: _____

EXHIBIT 1

IP Address: _____ CPU Address: _____ Device ID: _____
 Switch #: _____ Port #: _____ VLAN #: _____ Device type: _____
 Number IAC Cards: _____ Number of I Cards: _____ Number of AC Cards: _____ Power Supply Type: _____

Device Editor - Additional Properties

Property	Instance	Value

540 Frame # 5 Location: _____ Serial Number: _____
 Firmware Version: _____ RS422: _____ 590I Port: _____
 IP Address: _____ CPU Address: _____ Device ID: _____

EXHIBIT 1

Switch #: _____ Port #: _____ VLAN #: _____ Device type: _____

Number IAC Cards: _____ Number of I Cards: _____ Number of AC Cards: _____ Power Supply Type: _____

Device Editor - Additional Properties

Property	Instance	Value

540 Frame # 6 Location: _____ Serial Number: _____

Firmware Version: _____ RS422: _____ 590I Port: _____

IP Address: _____ CPU Address: _____ Device ID: _____

EXHIBIT 1

Switch #: _____ Port #: _____ VLAN #: _____ Device type: _____

Number IAC Cards: _____ Number of I Cards: _____ Number of AC Cards: _____ Power Supply Type: _____

Device Editor - Additional Properties

Property	Instance	Value

540 Frame # 7 Location: _____ Serial Number: _____

Firmware Version: _____ RS422: _____ 590I Port: _____

IP Address: _____ CPU Address: _____ Device ID: _____

EXHIBIT 1

Switch #: _____ Port #: _____ VLAN #: _____ Device type: _____

Number IAC Cards: _____ Number of I Cards: _____ Number of AC Cards: _____ Power Supply Type: _____

Device Editor - Additional Properties

Property	Instance	Value

Notes: _____

IED 596 Monitor/Test Mainframes

System Site: _____ ACS #: _____

IED 596 Frame #1 Location: _____ Serial Number: _____

RS422: _____ 590I Port: _____ 596 Card Address: _____

IP Address: _____ Subnet Mask: _____

Switch #: _____ Port #: _____ VLAN #: _____

Device ID: _____ Device Type: _____

Device Editor - Additional Properties

Property	Instance	Value

EXHIBIT 1

IED 596 Frame #2 Location: _____ Serial Number: _____

RS422: _____ 590I Port: _____ 596 Card Address: _____

IP Address: _____ Subnet Mask: _____

Switch #: _____ Port #: _____ VLAN #: _____

Device ID: _____ Device Type: _____

Device Editor - Additional Properties

Property	Instance	Value

EXHIBIT 1

IED 596 Frame #3 Location: _____ Serial Number: _____

RS422: _____ 590I Port: _____ 596 Card Address: _____

IP Address: _____ Subnet Mask: _____

Switch #: _____ Port #: _____ VLAN #: _____

Device ID: _____ Device Type: _____

Device Editor - Additional Properties

Property	Instance	Value

IED 596 Frame #4 Location: _____ Serial Number: _____

RS422: _____ 590I Port: _____ 596 Card Address: _____

IP Address: _____ Subnet Mask: _____

EXHIBIT 1

Switch #: _____ Port #: _____ VLAN #: _____
 Device ID: _____ Device Type: _____

Device Editor - Additional Properties

Property	Instance	Value

IED 596 Frame #5 Location: _____ Serial Number: _____

RS422: _____ 590I Port: _____ 596 Card Address: _____

IP Address: _____ Subnet Mask: _____

Switch #: _____ Port #: _____ VLAN #: _____

EXHIBIT 1

Device ID: _____ Device Type: _____

Device Editor - Additional Properties

Property	Instance	Value

IED 596 Frame #6 Location: _____ Serial Number: _____

RS422: _____ 590I Port: _____ 596 Card Address: _____

IP Address: _____ Subnet Mask: _____

EXHIBIT 1

Switch #: _____ Port #: _____ VLAN #: _____

Device ID: _____ Device Type: _____

Device Editor - Additional Properties

Property	Instance	Value

IED 596 Frame #7 Location: _____ Serial Number: _____

RS422: _____ 590I Port: _____ 596 Card Address: _____

IP Address: _____ Subnet Mask: _____

EXHIBIT 1

Switch #: _____ Port #: _____ VLAN #: _____

Device ID: _____ Device Type: _____

Device Editor - Additional Properties

Property	Instance	Value

IED 596 Frame #8 Location: _____ Serial Number: _____

RS422: _____ 590I Port: _____ 596 Card Address: _____

IP Address: _____ Subnet Mask: _____

EXHIBIT 1

Switch #: _____ Port #: _____ VLAN #: _____

Device ID: _____ Device Type: _____

Device Editor - Additional Properties

Property	Instance	Value

IED 596 Frame #9 Location: _____ Serial Number: _____

RS422: _____ 590I Port: _____ 596 Card Address: _____

IP Address: _____ Subnet Mask: _____

EXHIBIT 1

Switch #: _____ Port #: _____ VLAN #: _____

Device ID: _____ Device Type: _____

Device Editor - Additional Properties

Property	Instance	Value

IED 596 Frame #10 Location: _____ Serial Number: _____

RS422: _____ 590I Port: _____ 596 Card Address: _____

IP Address: _____ Subnet Mask: _____

EXHIBIT 1

Switch #: _____ Port #: _____ VLAN #: _____

Device ID: _____ Device Type: _____

Device Editor - Additional Properties

Property	Instance	Value

IED 596 Frame #11 Location: _____ Serial Number: _____

RS422: _____ 590I Port: _____ 596 Card Address: _____

IP Address: _____ Subnet Mask: _____

EXHIBIT 1

Switch #: _____ Port #: _____ VLAN #: _____

Device ID: _____ Device Type: _____

Device Editor - Additional Properties

Property	Instance	Value

IED 596 Frame #12 Location: _____ Serial Number: _____

RS422: _____ 590I Port: _____ 596 Card Address: _____

IP Address: _____ Subnet Mask: _____

EXHIBIT 1

Switch #: _____ Port #: _____ VLAN #: _____

Device ID: _____ Device Type: _____

Device Editor - Additional Properties

Property	Instance	Value

IED 596 Frame #13 Location: _____ Serial Number: _____

RS422: _____ 590I Port: _____ 596 Card Address: _____

IP Address: _____ Subnet Mask: _____

EXHIBIT 1

Switch #: _____ Port #: _____ VLAN #: _____

Device ID: _____ Device Type: _____

Device Editor - Additional Properties

Property	Instance	Value

IED 596 Frame #14 Location: _____ Serial Number: _____

RS422: _____ 590I Port: _____ 596 Card Address: _____

IP Address: _____ Subnet Mask: _____

EXHIBIT 1

Switch #: _____ Port #: _____ VLAN #: _____

Device ID: _____ Device Type: _____

Device Editor - Additional Properties

Property	Instance	Value

IED 596 Frame #15 Location: _____ Serial Number: _____

RS422: _____ 590I Port: _____ 596 Card Address: _____

IP Address: _____ Subnet Mask: _____

EXHIBIT 1

Switch #: _____ Port #: _____ VLAN #: _____

Device ID: _____ Device Type: _____

Device Editor - Additional Properties

Property	Instance	Value

Notes: _____

IED 8000 Series

System Site: _____ ACS #: _____

8000 Mainframe #1 Location: _____ Serial Number: _____

Power Supplies: Single: _____ Redundant: _____ Firmware Version: _____

Serial Port: _____ IP Address: _____

Switch #: _____ Port #: _____ VLAN #: _____

Slot # 1 _____ Slot # 2: _____ Slot #3 _____ Slot #4: _____ Slot # 5: _____ Slot #6: _____

Slot #7: _____ Slot # 8: _____ Slot # 9: _____ Slot #10: _____ Slot # 11 _____ Slot #12: _____

Slot #13: _____ Slot #14: _____ Slot # 15: _____ Slot #16: _____ Slot # 17: _____ Slot # 18: _____

Slot # 19: _____ Slot #20: _____ Slot #21: _____ Slot # 22: _____

Slot # 23: _____ Slot # 26: _____

Slot # 24: _____ Slot # 25: _____ Slot # 27: _____

EXHIBIT 1

8000 Mainframe #2 Location: _____ Serial Number: _____

Power Supplies: Single: _____ Redundant: _____ Firmware Version: _____

Serial Port: _____ IP Address: _____

Switch #: _____ Port #: _____ VLAN #: _____

Slot # 1: _____ Slot # 2: _____ Slot #3: _____ Slot #4: _____ Slot # 5: _____ Slot #6: _____

Slot #7: _____ Slot # 8: _____ Slot # 9: _____ Slot #10: _____ Slot # 11: _____ Slot #12: _____

Slot #13: _____ Slot #14: _____ Slot # 15: _____ Slot #16: _____ Slot # 17: _____ Slot # 18: _____

Slot # 19: _____ Slot #20: _____ Slot #21: _____ Slot # 22: _____

Slot # 23: _____ Slot # 26: _____

Slot # 24: _____ Slot # 25: _____ Slot # 27: _____

8000 Mainframe #3 Location: _____ Serial Number: _____

Power Supplies: Single: _____ Redundant: _____ Firmware Version: _____

EXHIBIT 1

Serial Port: _____ IP Address: _____

Switch #: _____ Port #: _____ VLAN #: _____

Slot # 1 _____ Slot # 2: _____ Slot #3 _____ Slot #4: _____ Slot # 5: _____ Slot #6: _____

Slot #7: _____ Slot # 8: _____ Slot # 9: _____ Slot #10: _____ Slot # 11 _____ Slot #12: _____

Slot #13: _____ Slot #14: _____ Slot # 15: _____ Slot #16: _____ Slot # 17: _____ Slot # 18: _____

Slot # 19: _____ Slot #20: _____ Slot #21: _____ Slot # 22: _____

Slot # 23: _____ Slot # 26: _____

Slot # 24: _____ Slot # 25: _____ Slot # 27: _____

8000 Mainframe #4 Location: _____ Serial Number: _____

Power Supplies: Single: _____ Redundant: _____ Firmware Version: _____

EXHIBIT 1

Serial Port: _____ IP Address: _____

Switch #: _____ Port #: _____ VLAN #: _____

Slot # 1 _____ Slot # 2: _____ Slot #3 _____ Slot #4: _____ Slot # 5: _____ Slot #6: _____

Slot #7: _____ Slot # 8: _____ Slot # 9: _____ Slot #10: _____ Slot # 11 _____ Slot #12: _____

Slot #13: _____ Slot #14: _____ Slot # 15: _____ Slot #16: _____ Slot # 17: _____ Slot # 18: _____

Slot # 19: _____ Slot #20: _____ Slot #21: _____ Slot # 22: _____

Slot # 23: _____ Slot # 26: _____

Slot # 24: _____ Slot # 25: _____ Slot # 27: _____

8000 Mainframe #5 Location: _____ Serial Number: _____

Power Supplies: Single: _____ Redundant: _____ Firmware Version: _____

Serial Port: _____ IP Address: _____

EXHIBIT 1

Switch #: _____ Port #: _____ VLAN #: _____

Slot # 1 _____ Slot # 2: _____ Slot #3 _____ Slot #4: _____ Slot # 5: _____ Slot #6: _____

Slot #7: _____ Slot # 8: _____ Slot # 9: _____ Slot #10: _____ Slot # 11 _____ Slot #12: _____

Slot #13: _____ Slot #14: _____ Slot # 15: _____ Slot #16: _____ Slot # 17: _____ Slot # 18: _____

Slot # 19: _____ Slot #20: _____ Slot #21: _____ Slot # 22: _____

Slot # 23: _____ Slot # 26: _____

Slot # 24: _____ Slot # 24: _____ Slot # 27: _____

8000 Mainframe #6 Location: _____ Serial Number: _____

Power Supplies: Single: _____ Redundant: _____ Firmware Version: _____

Serial Port: _____ IP Address: _____

Switch #: _____ Port #: _____ VLAN #: _____

Slot # 1 _____ Slot # 2: _____ Slot #3 _____ Slot #4: _____ Slot # 5: _____ Slot #6: _____

EXHIBIT 1

Slot #7: Slot # 8: Slot # 9: Slot #10: Slot # 11 Slot #12:
Slot #13: Slot #14: Slot # 15: Slot #16: Slot # 17: Slot # 18:
Slot # 19: Slot #20: Slot #21: Slot # 22:
Slot # 23: Slot # 26:
Slot # 24: Slot # 25: Slot # 27:

Notes:

IED 564 Relay System

System Site: _____ ACS #: _____

IED 564 Frame #1 Location: _____ Serial Number: _____

RS422: _____ 564 Card Address: _____

IP Address: _____ Subnet Mask: _____

Switch #: _____ Port #: _____ VLAN #: _____

Device ID: _____ Device Type: _____

Device Editor - Additional Properties

Property	Instance	Value

EXHIBIT 1

IED 564 Frame #2 Location: _____ Serial Number: _____

RS422: _____ 564 Card Address: _____

IP Address: _____ Subnet Mask: _____

Switch #: _____ Port #: _____ VLAN #: _____

Device ID: _____ Device Type: _____

Device Editor - Additional Properties

Property	Instance	Value

Notes: _____

Other IED Equipment

System Site: _____ ACS #: _____

Software Inventory

System Site: _____ ACS #: _____

IED Software Inventory Application

Introduction

The IED Software Inventory Application is a tool to scan computers for occurrences of IED created or utilized software.

Overview

Users can specify what directories they wish to search or select the entire hard drive. Results from the search are displayed to the user in a grid format with duplicate file names grouped together for quick reference. Along with the path and filename the file version is displayed allowing the user to determine what software is actually needed and what can be removed.

Creating an Inventory and Backup

Once a scan is complete the user can save the results of the scan to a comma delimited file. This file can be used at a later date for support or service related issues. The user also has the ability to create an entire .zip backup of the files returned in the search. This provides a quick method of backing up a system by field personnel or by systems personnel before a system ships to a customer.

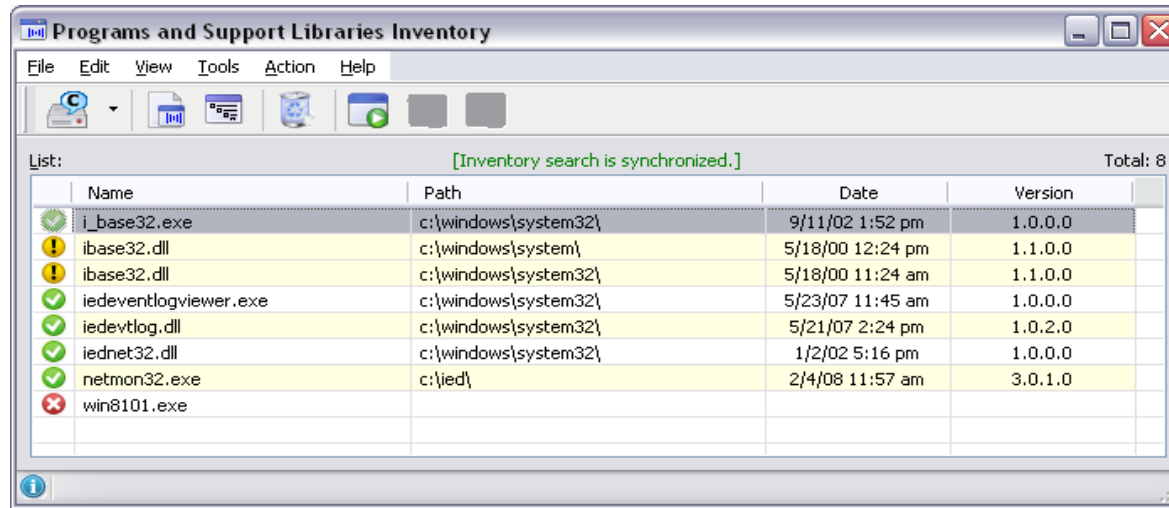
The Software Inventory Application can be run from the local hard drive or from a thumb drive for convenience. Two files are required for this operation:

ProgSuppLibInv.exe – Main Application

ProgSuppLibInv.ini – INI File containing IED Software Definitions

Note: Both files can be obtained from “K:\INSTALL\Software Inventory” or from the **IED CMS System** and it is very important that you always obtain the latest release prior to doing any inventory as software items are subject to changes or additions.

EXHIBIT 1



List: [Inventory search is synchronized.] Total: 8

	Name	Path	Date	Version
✓	i_base32.exe	c:\windows\system32\	9/11/02 1:52 pm	1.0.0.0
!	ibase32.dll	c:\windows\system\	5/18/00 12:24 pm	1.1.0.0
!	ibase32.dll	c:\windows\system32\	5/18/00 11:24 am	1.1.0.0
✓	iedeventlogviewer.exe	c:\windows\system32\	5/23/07 11:45 am	1.0.0.0
✓	iedevtlog.dll	c:\windows\system32\	5/21/07 2:24 pm	1.0.2.0
✓	iednet32.dll	c:\windows\system32\	1/2/02 5:16 pm	1.0.0.0
✓	netmon32.exe	c:\jied\	2/4/08 11:57 am	3.0.1.0
✗	win8101.exe			

Sample Screenshot

System Information

Applications

[illegible]

System Information Dependent Files

EXHIBIT 1

[illegible]

DDC's

System Site: _____ ACS #: _____

DDC #1

Location _____ Serial #: _____ Install Date: _____ Operating System: _____

Server Manufacturer: _____ Model #: _____ IED Software: _____

Version: _____ IP Address _____ Subnet Mask: _____

Switch #: _____ Port #: _____ VLAN #: _____ Connected to Monitor: _____

Device ID: _____ Device Type: _____

Function: _____

DDC #2

Location _____ Serial #: _____ Install Date: _____ Operating System: _____

Server Manufacturer: _____ Model #: _____ IED Software: _____

Version: _____ IP Address _____ Subnet Mask: _____

Switch #: _____ Port #: _____ VLAN #: _____ Connected to Monitor: _____

Device ID: _____ Device Type: _____

Function: _____

EXHIBIT 1

DDC #3

Location _____ Serial #: _____ Install Date: _____ Operating System: _____
Server Manufacturer: _____ Model #: _____ IED Software: _____
Version: _____ IP Address _____ Subnet Mask: _____
Switch #: _____ Port #: _____ VLAN #: _____ Connected to Monitor: _____
Device ID: _____ Device Type: _____
Function: _____

DDC #4

Location _____ Serial #: _____ Install Date: _____ Operating System: _____
Server Manufacturer: _____ Model #: _____ IED Software: _____
Version: _____ IP Address _____ Subnet Mask: _____
Switch #: _____ Port #: _____ VLAN #: _____ Connected to Monitor: _____
Device ID: _____ Device Type: _____
Function: _____

EXHIBIT 1

DDC #5

Location _____ Serial #: _____ Install Date: _____ Operating System: _____
Server Manufacturer: _____ Model #: _____ IED Software: _____
Version: _____ IP Address _____ Subnet Mask: _____
Switch #: _____ Port #: _____ VLAN #: _____ Connected to Monitor: _____
Device ID: _____ Device Type: _____
Function: _____

DDC #6

Location _____ Serial #: _____ Install Date: _____ Operating System: _____
Server Manufacturer: _____ Model #: _____ IED Software: _____
Version: _____ IP Address _____ Subnet Mask: _____
Switch #: _____ Port #: _____ VLAN #: _____ Connected to Monitor: _____
Device ID: _____ Device Type: _____
Function: _____

EXHIBIT 1

DDC #7

Location _____ Serial #: _____ Install Date: _____ Operating System: _____

Server Manufacturer: _____ Model #: _____ IED Software: _____

Version: _____ IP Address _____ Subnet Mask: _____

Switch #: _____ Port #: _____ VLAN #: _____ Connected to Monitor: _____

Device ID: _____ Device Type: _____

Function: _____

DDC #8

Location _____ Serial #: _____ Install Date: _____ Operating System: _____

Server Manufacturer: _____ Model #: _____ IED Software: _____

Version: _____ IP Address _____ Subnet Mask: _____

Switch #: _____ Port #: _____ VLAN #: _____ Connected to Monitor: _____

Device ID: _____ Device Type: _____

Function: _____

EXHIBIT 1

DDC #9

Location _____ Serial #: _____ Install Date: _____ Operating System: _____

Server Manufacturer: _____ Model #: _____ IED Software: _____

Version: _____ IP Address _____ Subnet Mask: _____

Switch #: _____ Port #: _____ VLAN #: _____ Connected to Monitor: _____

Device ID: _____ Device Type: _____

Function: _____

DDC #10

Location _____ Serial #: _____ Install Date: _____ Operating System: _____

Server Manufacturer: _____ Model #: _____ IED Software: _____

Version: _____ IP Address _____ Subnet Mask: _____

Switch #: _____ Port #: _____ VLAN #: _____ Connected to Monitor: _____

Device ID: _____ Device Type: _____

Function: _____

EXHIBIT 1

DDC #11

Location _____ Serial #: _____ Install Date: _____ Operating System: _____

Server Manufacturer: _____ Model #: _____ IED Software: _____

Version: _____ IP Address _____ Subnet Mask: _____

Switch #: _____ Port #: _____ VLAN #: _____ Connected to Monitor: _____

Device ID: _____ Device Type: _____

Function: _____

Notes: _____

Device Editor Properties

1 = AASManagerServiceEnabled	19 = Faults_DeviceRebootMonitoring	37 = MicGraphicPermission
2 = ACS_Number	20 = Faults_EnableLogging	38 = MicIdleLockTimeout
3 = ACSMicClassID	21 = Faults_Poll	39 = MicLanguagePermission
4 = ACSMicConfig	22 = Faults_Register	40 = MicNumber
5 = BGM_input	23 = HasClock	41 = MicStationLock
6 = BGM_routing_channel	24 = HasFlashDrive	42 = MicSwitchCode
7 = BGM_source	25 = IED24Handle	43 = NetHandle
8 = BroadcastIPAddress	26 = IPAddress	44 = Number_Ccards
9 = BroadcastQueue	27 = KeyPortInstance	45 = Number_Dcards
10 = Bundle	28 = MaxNumDigitalMics	46 = Number_Rcards
11 = ClientQueue	29 = MicActive	47 = ObjHandle
12 = ComAddress	30 = MicAssignedGate	48 = permission_number
13 = ComputerName	31 = MicAssignedGroup	49 = PollEnabled
14 = Crestnet ID	32 = MicBacklightTimeout	50 = PollFailThreshold
15 = Crestnet Password	33 = MicButtonAssignment	51 = PollRate
16 = DailyXMLUIRL	34 = MicButton Data	52 = PortAddress
17 = Debug	35 = MicCombinedZoneGroup	53 = PortDriver
18 = DevHandle	36 = MicEPROMVersion	54 = RelayDeviceAddress_FaultLogger

EXHIBIT 1

55 = ResetZoneMgrOH	73 = StationSidetoneMic
56 = RespQueueOverride	74 = StopTime
57 = SchedKet	75 = TitanFrameNumber
58 = SchedType	76 = TitanZoneManagerObjHandle
59 = ScheduleRollOff	77 = XSLURL
60 = ScheduleRollOn	
61 = SchedUpdateSec	
62 = ScreenNum	
63 = ServerQueue	
64 = SidekickButtonAssignment	
65 = SidekickButtonData	
66 = SidekickExpansionDevice	
67 = SignServerType	
68 = StartTime	
69 = StationAOIP_IP	
70 = StationGroupLine	
71 = StationHeadEndZoneNumber	
72 = StationMapName	

Site Health Checklist History

System Site: _____ ACS #: _____

2nd Site Visit Date: _____ IED On Call Personnel: _____

Update to Pages: _____

Notes: _____

3rd Site Visit Date: _____ IED On Call Personnel: _____

Update to Pages: _____

Notes: _____

EXHIBIT 1

4th Site Visit Date: _____ IED On Call Personnel: _____

Update to Pages: _____

Notes: _____

5th Site Visit Date: _____ IED On Call Personnel: _____

Update to Pages: _____

Notes: _____

6th Site Visit Date: _____ IED On Call Personnel: _____

EXHIBIT 1

Update to Pages: _____

Notes: _____

7th Site Visit Date: _____ IED On Call Personnel: _____

Update to Pages: _____

Notes: _____

8th Site Visit Date: _____ IED On Call Personnel: _____

Update to Pages: _____

EXHIBIT 1

Notes:

9th Site Visit Date: _____ IED On Call Personnel: _____

Update to Pages: _____

Notes:

10th Site Visit Date: _____ IED On Call Personnel: _____

Update to Pages: _____

Notes:

EXHIBIT 1

11th Site Visit Date: _____ IED On Call Personnel: _____

Update to Pages: _____

Notes: _____

12th Site Visit Date: _____ IED On Call Personnel: _____

Update to Pages: _____

Notes: _____

EXHIBIT 1

13th Site Visit Date: _____ IED On Call Personnel: _____

Update to Pages: _____

Notes: _____

ATTACHMENT D



PERSONNEL POLICY MANUAL

POLICY 707 PAGE 1 OF 6

SUBJECT
PROHIBITING WEAPONS IN THE WORKPLACE

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

DATE: June 7, 2017

I. Purpose

It is the policy of Omnitrans to maintain a work environment that is safe for all persons, including the community, and conducive to attaining high work standards. To achieve these objectives, the Agency prohibits the possession of firearms and weapons in the work place, regardless of any license or permit that an individual may have which otherwise authorizes the individual to carry firearms or weapons.

It is illegal and a criminal violation to possess weapons in public buildings (California Penal Code 171b and 171.7).

II. Scope

This policy applies to all Omnitrans employees, including but not limited to staffing agency workers and contractors working for or with the Agency at any time, regardless of whether the Agency is the actual employer.

Possession of firearms and weapons is prohibited at all Omnitrans' offices, parking lots, agency vehicles and job sites, and in all Agency vehicles.

The following person/s are exempt from this policy as stated: a guard of a contract carrier operating an armored vehicle, and any law enforcement officer who is carrying out official duties engaged in protecting and preserving property or life within the scope of his or her employment.

Omnitrans will strictly enforce this policy. Violation of this policy will result in immediate disciplinary action, up to and including termination.

III. Procedure

A. COMMUNICATION OF POLICY

(a) Each employee of the Agency shall receive a copy of this policy at the time of his/her hire and shall sign a copy of the acknowledgment. Employees who were employed before the effective date of this policy shall also receive a copy of this policy and shall sign a copy of the acknowledgment. A copy of the signed acknowledgment and of all new and revised policies throughout the employee's employment shall be maintained in each employee's personnel file.

(b) A copy of this policy shall be attached to each contractor's contract, and shall become a part of its contract. The contractor shall be responsible for communicating this policy to its employees and any subcontractors to which the contractor sublets any portion of its contract.



PERSONNEL POLICY MANUAL

POLICY 707 PAGE 2 OF 6

SUBJECT

PROHIBITING WEAPONS IN THE WORKPLACE

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

DATE: June 7, 2017

B. PROHIBITED CONDUCT

(a) The transportation of firearms or weapons in Agency vehicles is prohibited. This includes but is not limited to:

- (1) to and from work,
- (2) when conducting Agency business,
- (3) at all times in Agency-owned or leased vehicles.

(b) The possession or carrying of permitted and non-permitted firearms or weapons while at Agency buildings, parking lots, sponsored events, and job sites.

(c) Exception: Power actuated tools which are manufactured for the use of fastening building materials and sanctioned tools for the purpose of performing Agency job duties are not subject to this policy.

C. SEARCH

(a) Omnitrans reserves the right to conduct reasonable, unannounced searches of Agency premises and personal searches of employees and others while entering, on, or leaving Agency premises, including, but not limited to, personal effects, vehicles, lockers, desks, tool boxes, clothing, meal containers, and baggage. Searches will be conducted when the Agency has a reasonable suspicion to believe that a particular employee may be in possession of a weapon or firearm.

(b) "Reasonable suspicion" is defined as a suspicion that is based on specific personal observations such as an employee's manner, disposition, behavior, speech, information provided to management by an employee, by law enforcement officials, by a security service, or by other persons believed to be reliable, or a suspicion that is based on other surrounding circumstances.

(c) Individuals refusing to allow an inspection will not be detained or forced to submit to the inspection. Refusal violates Agency policy and constitutes an act of insubordination constituting disciplinary action, up to and including separation of the employment relationship. Non-employees who refuse to allow an inspection will not be permitted on Agency premises and will be required to immediately leave the premises. Employees will be relieved of all duties while pending investigation.

D. DISCIPLINE

(a) Violations of any portion of this policy will subject the employee to discipline,



PERSONNEL POLICY MANUAL

POLICY 707 PAGE 3 OF 6

SUBJECT

PROHIBITING WEAPONS IN THE WORKPLACE

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

DATE: June 7, 2017

up to and including separation of employment.

(b) Violations by a contractor's employee or subcontractor of any portion of this policy may constitute a breach of contract and regardless will mandate the immediate removal of the contractor's employee from Agency premises, prohibition against the individual accessing Agency premises in the future, and may also constitute a breach of contract.

E. REPORT OF VIOLATIONS

1. Employee Violations

Employees are required to report violations of this policy without regard to the relationship between the individual who initiates the prohibited behavior and the individual reporting it. An employee who believes that another employee may be in violation of this policy must report the alleged violation to the employee's manager or supervisor, the department director, security, or the appropriate departmental Human Resources representative.

Departments are responsible for implementing this policy. The Agency will promptly investigate allegations of violations of this policy.

Omnitrans reserves the right to authorize searches for prohibited weapons on its property when a violation is reported or when probable cause or reasonable suspicion is present consistent with law.

Employees should be aware that there is no reasonable expectation of privacy with respect to weapons in the workplace. The Agency's right to conduct searches includes, but is not limited to, such areas and items as lockers, desks, workstations, offices, purses, briefcases, bags, toolboxes, and lunch bags.

Searches of the employee's work area and belongings, as described above, may be conducted by the Security & Emergency Preparedness Coordinator, or designee. Searches of all types, including surrounding agency property, personal property and the employee may be conducted by law enforcement in accordance with law should reasonable suspicion be present. Any weapon found in violation of this policy may be confiscated. Refusal to permit a search may result in discipline, up to and including separation.

2. Visitor Violations

Visitors are not allowed to carry a weapon on the premises. Any visitor carrying a weapon into a posted no-carry agency facility is creating an elevated risk to security and safety that warrants a response leading to compliance with the law. If the visitor



PERSONNEL POLICY MANUAL

POLICY 707 PAGE 4 OF 6

SUBJECT

PROHIBITING WEAPONS IN THE WORKPLACE

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

DATE: June 7, 2017

poses an immediate risk to security or safety, law enforcement shall be notified immediately by calling 9-911. The visitor shall be considered an immediate risk to safety and security if he/she is acting in an aggressive, belligerent, confrontational, suspicious or in an otherwise questionable manner while carrying a weapon.

F. FALSE REPORTS

Employees making intentionally false and malicious complaints of weapons in the workplace will be subject to disciplinary action, up to and including separation and/or will be reported to the proper authorities as appropriate.

G. ROLES AND RESPONSIBILITIES

Employees are responsible for understanding and complying with the Policy Prohibiting Weapons in the Workplace.

Whenever there is a question as to whether an instrument, article or substance is considered a weapon in violation of this policy, it is the employee's responsibility to seek clarification. Employees seeking clarification should direct their questions to the agency's Security & Emergency Preparedness Coordinator at 909-379-7117 prior to bringing the item(s) to Omnitrans work sites and events, as well as agency-owned or leased facilities or vehicles.

H. SAFETY FIRST

In applying this policy, no employee shall take any action that will risk his or her own safety or the safety of other individuals. No attempt should ever be made by an employee to restrain or forcibly evict an armed person from agency premises.

An individual's continued non-compliance after being properly informed of the law (California Penal Code 171 (b)) will result in notification to law enforcement and discipline, up to and including separation of employment. Employees should notify security immediately.

An employee who feels an imminent danger to his or her own safety or the safety or security of others, should avoid any interaction with the individual. Immediately contact law enforcement by calling 9-911 and security at 909-379-7117.

I. ANTI-RETALIATION PROVISION

Omnitrans strictly prohibits any retaliation against an employee who has reported a possible breach of policy. If an employee feels that he or she has been subjected to retaliation in violation of this policy, the employee must immediately report it to his or her supervisor or other designated Human Resources representative.



PERSONNEL POLICY MANUAL

POLICY 707 PAGE 5 OF 6

SUBJECT
PROHIBITING WEAPONS IN THE WORKPLACE

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

DATE: June 7, 2017

J. DEFINITIONS

1. **Firearm or weapon includes, but is not limited to:** A weapon, a pistol or rifle, whether loaded or unloaded, capable of firing a projectile and using an explosive as a propellant.
 - A firearm, whether loaded or unloaded, from which a shot may be discharged including but not limited to handguns, pistols, revolvers, shotguns, rifles, and bb guns;
 - A gun that can discharge a shot or a projectile by means of an explosive or gas, or compressed air;
 - A device designed to be used as a weapon, from which can be expelled a projectile by the force of any explosion or force of combustion;
 - Any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive;
 - Any destructive device;
 - Any device designed as a weapon and capable of producing great bodily harm, including but not limited to, stun guns, stun batons;
 - An electric weapon such as a taser gun;
 - Any combustible or flammable liquid, or other substance, device, or instrumentality that, in a manner it is used or intended to be used, is calculated or likely to produce death or great bodily harm, or any fire that is used to produce death or great bodily harm;
 - Any knife that is carried with intention or calculation to produce death or great bodily harm having a blade length in excess of four (4) inches, the blade of which is fixed or is capable of being fixed in an unguarded position by the use of one or two hands. Switchblades are specifically prohibited. (Knives intended to be used as eating utensils, and stored or maintained in office kitchens or lunchrooms do not represent a violation of this policy.)
2. **Office:** All permanent facilities, all mobile facilities, all leased facilities, and any facility designated as an office by the agency.
3. **Parking lot:** All lots at permanent facility, park and rides, lots at project sites, any lot that the agency designates as a parking lot that is not at a permanent facility or project site.
4. **Agency vehicle:** All agency-owned buses/vehicles, all agency-leased buses/vehicles, all agency-rental buses/vehicles, and all personal vehicles for which the owner receives a vehicle allowance, all personal vehicles where the owner receives reimbursement for mileage.



PERSONNEL POLICY MANUAL

POLICY 707 PAGE 6 OF 6

SUBJECT
PROHIBITING WEAPONS IN THE WORKPLACE

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5. **Search:** To examine in order to find something concealed.

6. **Job sites:** Any and all locations where the agency conducts business.

SIGNS

1. At each entrance to buildings, parking lots, and project sites, a sign shall be posted in a location that is conspicuous to all who could enter a building, parking lot, or project site.
2. Signs shall have wording or pictogram that prohibits firearms, weapons and give notice of video surveillance. Signs shall be vandalism resistant and of the quality that they will not fade due to the elements.



CONTRACT AGREEMENT

between

CONTRACTOR

SEMA, Inc.

dba CBE Office Solutions

4 Mason #A

Irvine, CA 92618

(hereinafter "CONTRACTOR")

Contact: Rick Nelson

Telephone: 949-433-8976

Email: rnelson@cbesolutions.com

And

Omnitrans

1700 West Fifth Street

San Bernardino, CA 92411

(hereinafter "OMNITRANS")

CONTRACT DOCUMENTS

CONTRACT NO. ITS19-03

Copier Equipment & Maintenance

Contract Amount: \$172,207

Omnitrans Project Manager:

Name: Max Shen

Title: Web Designer

Telephone: (909) 379-7264

Email:

max.shen@omnitrans.org

Contract Administrator:

Name: Christine Van Matre

Title: Contract Administrator

Telephone: (909) 379-7122

Email:

christine.vanmatre@omnitrans.org



TABLE OF CONTENTS

1.	SCOPE OF WORK	4
2.	PERIOD OF PERFORMANCE	4
3.	CONTRACT OPTIONS	5
4.	COMPENSATION	5
5.	INVOICING AND PAYMENT	5
6.	AUDIT AND INSPECTION OF RECORDS	7
7.	NOTIFICATION.....	7
8.	OMNITRANS' AND CONTRACTOR'S REPRESENTATIVES	8
9.	DISPUTE RESOLUTION	9
10.	TERMINATION FOR CONVENIENCE.....	10
11.	TERMINATION FOR BREACH OF AGREEMENT.....	10
12.	ASSIGNMENT	11
13.	SUBCONTRACTING	11
14.	INDEPENDENT CONTRACTOR.....	12
15.	INSURANCE.....	12
16.	INDEMNITY	15
17.	REVISIONS IN SCOPE OF WORK	15
18.	RIGHTS IN TECHNICAL DATA.....	15
19.	OWNERSHIP OF REPORTS AND DOCUMENTS	16
20.	OWNERSHIP RIGHTS	16

21.	WORK FOR HIRE.....	17
22.	SUBMITTAL OF CLAIMS BY CONTRACTOR	17
23.	EQUAL OPPORTUNITY	17
24.	STANDARD OF PERFORMANCE.....	17
25.	NOTIFICATION OF EMPLOYMENT OF OMNITRANS BOARD MEMBERS/ALTERNATES AND EMPLOYEES	18
26.	DISQUALIFYING POLITICAL CONTRIBUTIONS.....	18
27.	COMPLIANCE WITH LAW	18
28.	COMPLIANCE WITH LOBBYING POLICIES	19
29.	PUBLIC RECORDS ACT	19
30.	WAIVER/INVALIDITY.....	20
31.	FORCE MAJEURE	20
32.	CONFIDENTIALITY	20
33.	CONTRACTOR'S INTERACTION WITH THE MEDIA AND THE PUBLIC.....	20
34.	GOVERNING LAW	21
35.	MODIFICATIONS TO AGREEMENT	21
36.	LICENSING, PERMITS AND INSPECTION COSTS	21
37.	PRECEDENCE	22
38.	ENTIRE AGREEMENT	22

ATTACHMENT A – SCOPE OF WORK

ATTACHMENT B – REGULATORY REQUIREMENTS

ATTACHMENT C – PRICING

ATTACHMENT D – POLICY 707 PROHIBITING WEAPONS IN THE WORKPLACE

This Agreement is made and entered into as of this 1st day of December, 2018, and between Omnitrans (hereinafter referred to as "OMNITRANS") and SEMA, Inc. CBE Office Solutions (hereinafter referred to as "CONTRACTOR").

RECITALS

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

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

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

1. SCOPE OF WORK

- A. CONTRACTOR will perform the Work and related tasks as described in Attachment A, Scope of Work hereto and is incorporated by reference into and made a part of this Agreement.
- B. This is a non-exclusive Agreement, whereby OMNITRANS may, at its sole discretion, augment or supplant the Work with its own forces or forces of another contractor or entity. CONTRACTOR will cooperate fully with OMNITRANS' staff or other contractor or entity that may be providing similar or the same Work for OMNITRANS.

2. PERIOD OF PERFORMANCE

The term of this Agreement shall be from the date of execution of this Agreement and continue in effect through December 31, 2023, unless terminated as specified in Section 10 and 11 of this Agreement. Omnitrans has no obligation to purchase any specified amount of products/services. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

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

3. CONTRACT OPTIONS

- A. Omnitrans will have the unilateral right in the contract by which, for a specified time, Omnitrans may elect to purchase additional services called for by the contract, or may elect to extend the term of the contract. The requirements below apply:
 - 1) Any options that were requested by Omnitrans and/or contained in the Contractor's PROPOSAL or offer must have been evaluated in making the contract award prior to exercising any such options.
 - 2) Since Contractor's proposed pricing for the option years and additional services are considered in evaluating the Contractor's original proposal and form the basis for awarding the contract, Contractor shall be bound by the proposal pricing for additional services and/or option years, unless otherwise provided herein.
- B. Omnitrans will provide a minimum of thirty days (30) written notice to the Contractor of Omnitrans' exercise of its option to extend the contract years. Omnitrans may give notice of its exercise of the option for additional services at any time during the term of the contract. The minimum time for the written notice may be waived by mutual agreement.

4. COMPENSATION

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

OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed One Hundred Seventy-Two Thousand Two Hundred Seven Dollars (\$172,207), 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

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:

Omnitrans
1700 West Fifth Street
San Bernardino, CA 92411
Attn: Christine Van Matre
Title: Contract Administrator

To CONTRACTOR:

SEMA, Inc. dba CBE Office Solutions
4 Mason #A
Irvine, CA 92618
Attn: Bill Sieck
Title: Government Sales Manager
949-290-2868
bsieck@cbesolutions.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: Max Shen, Web Designer

- 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:

<u>Name</u>	<u>Role</u>
Mark Johnson	Government Account Manager 714-851-9762 mjohnson@cbesolutions.com
Rick Nelson	Service Manager 949-433-8976 rnelson@cbesolutions.com
Tarek Hafiz	President 949-8300-1400 x1201 thafiz@cbesolutions.com
Bill Sieck	Government Sales Manager 949-290-2868 bsieck@cbesolutions.com

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

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

9. DISPUTE RESOLUTION

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

- A. The parties shall first attempt to resolve the dispute informally in meetings or communications between proposer and OMNITRANS.
- B. If the dispute remains unresolved fifteen (15) days after it first arises, proposer may request that Omnitrans' CEO/General Manager issue a

recommended decision on the matter in dispute. Omnitrans' CEO/General Manager shall issue the recommended decision in writing and provide a copy to proposer.

- C. If the dispute remains unresolved after review by Omnitrans' CEO/General Manager, either party may seek judicial resolution of the dispute in an appropriate Court of the State of California.
- D. Pending final resolution of a dispute under this section, proposer shall proceed diligently with performance in accordance with the Contract and Omnitrans' CEO/General Manager's recommended decision.

10. TERMINATION FOR CONVENIENCE

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

11. TERMINATION FOR BREACH OF AGREEMENT

- A. If CONTRACTOR fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger timely performance of this Agreement, OMNITRANS may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to OMNITRANS within the time permitted by OMNITRANS, then OMNITRANS may terminate this Agreement due to CONTRACTOR's breach of this Agreement.
- B. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then OMNITRANS may immediately terminate this Agreement.
- C. If CONTRACTOR violates Section 28, Compliance with Lobbying Policies, of this Agreement, then OMNITRANS may immediately terminate this Agreement.
- D. In the event OMNITRANS terminates this Agreement as provided in this Section, OMNITRANS may procure, upon such terms and in such manner as OMNITRANS may deem appropriate, Work similar in scope and level

of effort to those so terminated, and CONTRACTOR shall be liable to OMNITRANS for all of its costs and damages, including, but not limited, any excess costs for such Work.

- E. All finished or unfinished documents and materials produced or procured under this Agreement shall become OMNITRANS' property upon date of such termination.
- F. If, after notice of termination of this Agreement under the provisions of this Section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 10, Termination for Convenience.
- G. The rights and remedies of OMNITRANS provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

12. ASSIGNMENT

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

13. SUBCONTRACTING

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

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

- a. Substitute any person, firm, or corporation as subcontractor in place of the subcontractors identified below; or
- b. Permit any subcontract to be assigned or transferred; or

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

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

14. INDEPENDENT CONTRACTOR

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

15. INSURANCE

A. INSURANCE REQUIREMENTS

1) General Requirements for Contractor

- a. Without limiting or diminishing the Contractor's obligation to indemnify or hold Omnitrans harmless, Contractor shall procure, prior to commencement of the services required under this contract and maintain for the duration of the contract at its own expense, insurance of the kinds and in the amounts as indicated below;
- b. Provide Omnitrans with valid original certificates of insurance and endorsements showing Omnitrans as an additional insured.

2) Deductibles or Self-Insured Retention (SIR)

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

3) Other Insurance Provisions

a. Commercial General Liability and Automobile Liability

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and

completed operations liability, personal and advertising injury covering claims which may arise from or out of Contractor's performance of its obligations hereunder and if Contractor's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used. Policy shall name Omnitrans, its officers, officials, employees, agents and volunteers as additional insured as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations of the scope of protection afforded Omnitrans, its officers, officials, employees, agents, and volunteers.

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

b. Workers' Compensation

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

c. Care, Custody, and Control

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

4) Acceptability of Insurers

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

5) Verification of Coverage

- a. Contractor shall furnish Omnitrans with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All insurance certificates and endorsements are to be received and approved by Omnitrans before work commences.
- b. As an alternative, Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
- c. In lieu of purchasing insurance and providing original endorsements and or certificates of insurance, the Contractor may provide proof of self-insurance; such proof must be to the satisfaction of Omnitrans.

6) Subcontractors

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

7) Notification of Terminated Insurance

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

B. MINIMUM INSURANCE COVERAGE

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

- 1) ☒ **Commercial General Liability including Products/Completed Operations: \$1,000,000; per occurrence for bodily and property**

damage liability and \$2,000,000 aggregate; *Omnitrans named and endorsed as an Additional Insured.*

- 2) ☒ **Automobile Liability:** \$1,000,000; per occurrence for bodily and property damage liability and aggregate; *Omnitrans named and endorsed as an Additional Insured.*
- 3) ☒ **Workers' Compensation:** statutory limits or,
- 4) ☐ **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.
- 5) ☒ **Employer's Liability:** \$1,000,000; per occurrence.

16. INDEMNITY

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

17. REVISIONS IN SCOPE OF WORK

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

18. RIGHTS IN TECHNICAL DATA

- A. No material or technical data prepared by CONTRACTOR under this Agreement is to be released by CONTRACTOR to any other person or entity except as necessary for the performance of the Work. All press releases or information concerning the Work that might appear in any publication or dissemination, including but not limited to, newspapers, magazines, and electronic media, shall first be authorized in writing by OMNITRANS.
- B. The originals of all letters, documents, reports and other products and data produced under this Agreement shall become the property of OMNITRANS without restriction or limitation on their use and shall be made available upon request to OMNITRANS at any time. Original copies

of such shall be delivered to OMNITRANS upon completion of the Work or termination of the Work. CONTRACTOR shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the prior written approval of OMNITRANS. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

19. OWNERSHIP OF REPORTS AND DOCUMENTS

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

20. OWNERSHIP RIGHTS

- A. In the event OMNITRANS rightfully obtains copies of Proprietary Data under the terms of the separate License Agreement and Escrow Agreement that govern rights in Documentation, Software and Intellectual Property created and/or developed by Contractor, its Third Party Software Contractors and its Suppliers as part of the Project, any derivative works and associated documentation created by or on behalf of OMNITRANS by Permitted Programmers (as defined in the License Agreement) shall be the sole and exclusive property of OMNITRANS (collectively, "OMNITRANS Intellectual Property"), and OMNITRANS may use, disclose and exercise dominion and full rights of ownership, in any manner in OMNITRANS Intellectual Property in connection with the use, operation and maintenance of a transportation system administered by OMNITRANS. No use of OMNITRANS Intellectual Property shall be made for any purpose other than in conjunction with a transportation system administered by CONTRACTOR, and OMNITRANS shall not sell, lease, rent, give away or otherwise disclose any OMNITRANS Intellectual Property to any outside third party other than Permitted Programmers. To the extent there may be any question of rights of ownership or use in any OMNITRANS Intellectual Property, Contractor shall require all of its subcontractors and suppliers (including without limitation its Third Party Software Contractors) to assign to OMNITRANS, all worldwide right, title and interest in and to all OMNITRANS Intellectual Property in a manner consistent with the foregoing terms of this paragraph. Contractor shall execute any documents as OMNITRANS may from time to time reasonably request to effectuate the terms of this paragraph.
- B. All documentation and Software which predates this Contract and which otherwise owned by Contractor or its Third Party Software Contractors,

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

21. WORK FOR HIRE

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

22. SUBMITTAL OF CLAIMS BY CONTRACTOR

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

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

23. EQUAL OPPORTUNITY

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

24. STANDARD OF PERFORMANCE

- A. CONTRACTOR shall perform and exercise, and require its subcontractors to perform and exercise due professional care and competence in the performance of the Work in accordance with the requirements of this Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, completeness and coordination of the Work, it being understood that OMNITRANS will be relying upon such professional quality, accuracy, completeness and coordination in utilizing the Work.

The foregoing obligations and standards shall constitute the "Standard of Performance" for purposes of this Agreement. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

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

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

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

26. DISQUALIFYING POLITICAL CONTRIBUTIONS

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

27. COMPLIANCE WITH LAW

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

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

28. COMPLIANCE WITH LOBBYING POLICIES

- A. CONTRACTOR agrees that if it is a Lobbyist Employer or if it has retained a Lobbying Firm or Lobbyist, as such terms are defined by OMNITRANS in its Ethics Policy, it shall comply or ensure that its Lobbying Firm and Lobbyist complies with OMNITRANS' Ethics Policy.
- B. If CONTRACTOR (Lobbyist Employer) or its Lobbying Firm or Lobbyist fails to comply, in whole or in part, with OMNITRANS' Ethics Policy, such failure shall be considered a material breach of this Agreement and OMNITRANS shall have the right to immediately terminate or suspend this Agreement.

29. PUBLIC RECORDS ACT

- A. All records, documents, drawings, plans, specifications and other material relating to conduct of OMNITRANS' business, including materials submitted by CONTRACTOR in its proposal and during the course of performing the Work under this Agreement, shall become the exclusive property of OMNITRANS and may be deemed public records. Said materials may be subject to the provisions of the California Public Records Act. OMNITRANS' use and disclosure of its records are governed by this Act.
- B. OMNITRANS will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of trade secret, confidential or proprietary. OMNITRANS will accept materials clearly and prominently labeled "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY" as determined by CONTRACTOR. OMNITRANS will endeavor to notify CONTRACTOR of any request of the disclosure of such materials. Under no circumstances, however, will OMNITRANS be liable or responsible for the disclosure of any labeled materials whether the disclosure is required by law or a court order or occurs through inadvertence, mistake or negligence on the part of OMNITRANS or its officers, employees and/or contractors.

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

30. WAIVER/INVALIDITY

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

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

31. FORCE MAJEURE

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

32. CONFIDENTIALITY

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

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

- A. OMNITRANS shall review and approve in writing all OMNITRANS related copy proposed to be used by CONTRACTOR for advertising or public relations purposes prior to publication. CONTRACTOR shall not allow OMNITRANS related copy to be published in its advertisements and public relations programs prior to receiving such approval. CONTRACTOR shall ensure that all published information is factual and

that it does not in any way imply that OMNITRANS endorses CONTRACTOR's firm, service, and/or product.

- B. CONTRACTOR shall refer all inquiries from the news media to OMNITRANS, and shall comply with the procedures of OMNITRANS' Public Affairs staff regarding statements to the media relating to this Agreement or the Work.
- C. If CONTRACTOR receives a complaint from a citizen or the community, CONTRACTOR shall inform OMNITRANS as soon as possible and inform OMNITRANS of any action taken to alleviate the situation.
- D. The provisions of this Article shall survive the termination or expiration of this Agreement.

34. GOVERNING LAW

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

35. MODIFICATIONS TO AGREEMENT

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

36. LICENSING, PERMITS AND INSPECTION COSTS

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

certificates, waivers, exemptions. Such inability shall be cause for termination of this Agreement.

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

37. PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, and any and all of its Amendments, Appendices, Exhibits and Attachments; (2) provisions of RFP-ITS19-03 and any and all of its Addenda, Appendices, Exhibits and Attachments; and (3) CONTRACTOR's proposal dated August 9, 2018 and its Appendices, Exhibits, Attachments and its Best & Final Offer dated October 16, 2018.

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

SEMA, Inc. CBE Office Solutions

P. Scott Graham
CEO/General Manager

Tarek Hafiz
President

Date

Date

CM



CONTRACT ITS19-03
REVISED 04/17/17

Federal Tax I.D. No. 33-0680107

ATTACHMENT A - SCOPE OF WORK
ITS19-03
COPIER EQUIPMENT AND MAINTENANCE

1. INTRODUCTION AND PROJECT OVERVIEW

- A. Objective: To replace Omnitrans' current copier (multifunction printer) equipment.
- B. Purpose: To provide multifunction printers on a lease or purchase basis and maintenance services.

2. STATEMENT OF WORK/PERFORMANCE SPECIFICATIONS

A. General Specifications

- 1) Provide fourteen (14) networked multifunction printers and full maintenance services of the equipment, including supplies (excluding paper and staples), toner, and drum replacement, training, peripheral equipment and software upgrades.
 - a. Omnitrans reserves the right to purchase additional equipment during the term of the contract. Cost will be based on contracted pricing with allowance for adjustments based on the annual Consumer Price Index (CPI).
- 2) Copy Volumes: Omnitrans' current copy usage is approximately 1,600,000 copies per year. This is a historical figure and may not represent future usage and is not considered a guaranteed volume. Volumes may decrease or increase with curriculum requirements and changes.
- 3) Delivery Time: Contractor shall make delivery for all products within thirty (30) days from receipt of order. Delivery in excess of thirty days does not meet Omnitrans' requirements and will not be considered.
- 4) Set-Up: Contractor shall deliver and set-up multifunction printers on site at the location specified by Omnitrans.
- 5) Supplies: Contractor shall include a start-up kit of supplies with the order for equipment, so when equipment is delivered the multifunction printers may be set up immediately.
- 6) Training: Contractor shall provide training as required.
- 7) Equipment shall be new and the most current models in production; no used or refurbished parts are allowed.
- 8) Product Obsolescence
 - a) All equipment shall be the most current production units, 'new', with an available supply of replacement parts guaranteed through the duration of the contract.
 - b) If a model is discontinued during the term of the contract, the Contractor must provide Omnitrans with a comparable substitute at the prices quoted for the original model and its accessories.

- c) Omnitrans reserves the right to accept the substitute based on its determination of comparability.
- 9) **Loss/Damage.** The Contractor shall be responsible for the risk of loss and/or damage to equipment and accessories leased under this contract, except in the case of negligence, misuse or abuse on the part of Omnitrans personnel.
- 10) **Training:** The following training shall be conducted and shall include but not be limited to:
- a) On-site training for copier feature and operation in each department that equipment is installed.
 - b) Advanced operations and troubleshooting training for applicable “key operators.”
 - c) Online web-based training services such as video clips, quick reference guides, manuals, and question and answer sections are highly desirable.
 - d) Four (4) refresher training sessions to be scheduled by Omnitrans on an as-needed basis per each year of the awarded contract.
- 11) The Contractor shall be responsible for removing data from multifunction printer hard drives at end-of-life or end-of-lease.
- 12) **Equipment:** Multifunction printers must meet the minimum specifications:
- **Type 1**--A printer that produces 35 to 44 ppm. The average monthly copy volume is below 10,000 copies. Please refer to Section 4. Equipment Standards for the minimal requirements.
 - **Type 2**--A printer that produces 40 to 99 ppm. The average monthly copy volume is 12,000 copies. Please refer to Section 4. Equipment Standards for the minimal requirements. Additional required functions are: Multi-position stapling; Hole punch.
 - **Type 3**--A printer that produces 100 ppm or more. The average monthly copy volume is 40,000 copies. Please refer to Section 4. Equipment Standards for the minimal requirements. This is a large model with numerous peripherals and special features. It is designed primarily for use in central reproduction departments. Additional required functions are high capacity paper trays and booklet maker without square fold.
 - **Type 4**--A color printer that produces 45 ppm or greater. The average monthly copy volume is 6,000 copies. Please refer to Section 4. Equipment Standards for the minimal requirements. Additional required functions are: Multi-position stapling; Hole punch.

13) Copier Equipment

Department	Location	Print Speed	Monthly Volume	Type
Administration	E.V. Copy Room	100 PPM	40,000	3
Maintenance	E.V. Maintenance Admin	55 PPM	8,000	2
Finance	E.V. Finance	55 PPM	12,000	2
Human Resources	E.V. Human Resources	55 PPM	15,000	2
Procurement	E.V. Procurement	55 PPM	12,000	2
I.T.	I.T.	35 PPM	1,000	1
Operations	E.V. Operations Dispatch Office	35 PPM	8,000	1
Maintenance	E.V. Maintenance Supervisor	35 PPM	8,000	1
Special Transit Services	Special Transit Services	35 PPM	8,000	1
Maintenance	W.V. Maintenance	35 PPM	5,000	1
Operations	W.V. Operations	35 PPM	8,000	1
Operations	E.V. Operations Admin	45 PPM	12,000 Color	4
Marketing	E.V. Marketing	45 PPM	4,000 Color	4
Maintenance	E.V. Maintenance	45 PPM	1,000 Color	4

3. MULTIFUNCTION PRINTERS MAINTENANCE

- A. Service calls: Tools, equipment and skill used in the accomplishment of the needed service shall meet the manufacturer's specifications. The service representative shall have the training and experience level to perform prompt, efficient and accurate service on each type and model of equipment for which the Contractor is responsible. Service calls are not limited and shall be taken during normal business hours between Monday through Friday, during daytime operating hours 8:00 am to 5:00 pm.
- B. Preventative Maintenance: Contractor shall provide all material, equipment, parts, and labor necessary to perform scheduled preventative maintenance and on demand repair services as needed.
- C. Omnitrans Locations:
 - East Valley (E.V), 1700 W. 5th Street, San Bernardino, CA 92411
 - West Valley (W.V), 4748 Arrow Highway, Montclair, CA 91763
- D. Contractor shall provide maintenance and upgrades to all units on the equipment list. Maintenance shall include all parts including drums, labor and travel costs for unlimited onsite service.
- E. All multifunction printers within the Omnitrans facilities are currently intra-networked within the agency. Contractor shall trouble shoot and resolve, with the help of Omnitrans' IT personnel, problems or situations pertaining to the

networking of the multifunction printers or any of the peripheral equipment or software.

- F. Check in for Service Calls: Contractor shall check-in and check-out with the IT department when servicing equipment.
- G. Technician Certification: Contractor shall provide a Technician Certified on all of proposed multifunction printers.
- H. Scheduling: Contractor shall provide a listing of the designated Technician's Customer Commitment/Priority Schedule.
- I. Conduct of Technicians: When the Contractor is on Omnitrans property they shall follow all Omnitrans rules and regulations.
- J. Warranty: Contractor shall provide warranty information for each model. Warranty shall include replacement of all parts including Drums under the service agreement and to include replacement of equipment if necessary.
- K. Other Services: Contractor shall provide and maintain a "History Record" for each machine. The record shall contain the following information: Model Number, Serial Number, Date and Description of each service call, date of inspection and initials of the Vendor's Service Technician. An inspection acknowledgement list shall be furnished to Omnitrans for each visit, to be left with the using Department.
- L. Billing of Maintenance: Omnitrans will only pay maintenance and per copy charges in arrears, if applicable.
- M. Exclusions: Any repairs, damage or loss caused by other than normal and reasonable use, that are not to be covered by this contract. Estimates for work required for the above reasons shall be submitted in advance by the Contractor to the Information Technology Department prior to work being accomplished. Authorization for the work described above will be a separate Purchase Order Number issued by the Procurement Department.
- N. Parts: All parts shall meet manufacturer's specifications. No used parts shall be installed. Original equipment manufacturer (OEM) parts only.
- O. Response Time: Under normal circumstances, a response time shall not be longer than eight (8) business hours. Omnitrans expects service calls to be performed within 2 to 4 hours on the average. (For example: If a service call is placed in the A.M., Omnitrans will expect to see a service technician in the P.M. and the machine to be operational within 2 to 4 hours from the time the call was placed.
- P. Any variance in excess of eight (8) hours shall be coordinated at the time of the service request and a written report provided to Information Technology Services as to why the variance occurred.
- Q. Loaner Machines:
 - 1) If contract machine remains inoperable for more than forty-eight (48) hours, upon Omnitrans' written request, a loaner machine shall be provided within eight (8) additional business hours until the inoperable equipment is repaired and returned to Omnitrans.

- 2) If a loaner is not furnished upon Omnitrans' written request, and the equipment remains inoperable for more than forty-eight (48) hours, the Contractor shall issue an invoice credit equal to that month's charges (copies, etc.) for the inoperable equipment.

R. 5-Year Performance Guarantee:

- 1) Contractor guarantees equipment will perform to factory specifications for a period of 5 years. If onsite repairs cannot be made, Contractor will provide a free loaner. If the equipment cannot be brought up to factory specifications, Contractor will replace the unit with equal or greater capability.

4. EQUIPMENT STANDARDS

A. **Paper Handling**

- 1) **Duplex Automatic Document Feeder:** 110 sheets; Standard sizes: 5.5 x 8.5 in. to 11 x 17 in. / A5 to A3; Custom sizes: 3.3 x 4.9 in. to 11.7 x 17 in. / 85 x 125 mm to 297 x 432 mm.
- 2) **Bypass Tray:** 50 sheets; Custom sizes: 3.5 x 3.9 in. to 11.7 x 17 in. / 89 x 98 mm to 297 x 432 mm
- 3) **Trays 1 and 2:** 520 sheets each; Sizes: Custom sizes: 5.5 x 7.2 in. to 11.7 x 17 in. / 140 x 182 mm to 297 x 432 mm
- 4) **High-Capacity Feeder (Trays 3 and 4):** 2,000 sheets; Standard Sizes: 8.5 x 11 in. and 7.25 x 10.5 in. / A4 or B5
- 5) Should support paper weights 13 to 32 lb. bond (simplex); 16 to 32 lb. bond (duplex)
- 6) All devices shall have an interrupt mode to accommodate walkup users.
- 7) Job assembly function to scan a single copy job and make multiple sets
- 8) Minimum 2 GB printer memory and 250 GB Hard Disk

B. **Network Printing**

- 1) Integrated network interface to provide direct network connection
- 2) Network interface must simultaneously support multiple protocols
- 3) Support Printer Command Language (PCL), PostScript and XML Paper Specification (XPS) printing
- 4) Entire job queue to be accessible via the walkup user interface or from the user's PC
- 5) Product to have a minimum of 1200 x 1200 DPI printing and 600 x 600 copying at rated speed.
- 6) Product to provide user with a menu on their computer to enable them to electronically select copying features and attributes.

C. Computer Capabilities

- 1) Supporting Software
 - a) Drivers for Windows 7 or later (32- and 64-bit), Window Server 2008 Standard/Enterprise (32- and 64-bit) or later.
 - b) Administrator software to assist with the network installation
- 2) Network Support
 - a) Contractor shall provide a Hotline/Help Desk, staffed during all Omnitrans operation hours.
 - b) A network assurance checklist to be completed with the Omnitrans' network administrator and the Contractor's analyst before network unit would be installed.
- 3) Document Management
 - a) Scan to Email
 - b) Scan to USB
 - c) Scan to PDF
 - d) Scan to imaging/document management system
- 4) Fax
Phone line faxing via device user interface
- 5) Print Tracking Software
 - a) Connected digital equipment to have the ability to monitor the use of networked printers and digital copiers.
 - b) Reporting tool to track each usage depending on the site's specific requirements.

D. Records

- 1) Service Reports. Monthly service reports to be provided to the Procurement Department. Reports shall include, at a minimum, the following information on each machine:
 - a) Usage volumes - monthly, average six month, and average twelve month
 - b) Total downtime for each month
 - c) Actual response time for each service call
 - d) Complete service call record for the last six service calls.
 - e) Full service records and reports shall be available upon request to show the complete history of each machine. This will help document and troubleshoot chronic issues.

- 2) Meter Readings.
 - a) Contractor shall obtain readings monthly on all machines at each site using the same reporting method for all contract equipment.
 - b) Contractor shall create a back-up plan to ensure that meter readings are obtained on every machine each month at each location.
 - c) Invoicing. Invoices must be based on actual meter readings, not estimated volumes.

5. OMNITRANS' RESPONSIBILITIES

Omnitrans is responsible for the following services:

- A. Install FAX line, Ethernet Network cable and Electrical power at each installation.
- B. Install printer drivers on all the Omnitrans' Windows print servers, laptops, desktops and other mobile devices.

End Scope of Work

Attachment B

REGULATORY REQUIREMENT

Table of Contents

Contents

ADMINISTRATIVE CODE	2
DISCRIMINATION	3
WHISTLEBLOWER REQUIREMENTS	3
PUBLIC RECORDS ACT	3
ACCESS TO RECORDS	4
FEDERAL FUNDING, INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS, AND FEDERAL CHANGES	4
ENERGY CONSERVATION REQUIREMENTS	5
CIVIL RIGHTS REQUIREMENTS	5
NO GOVERNMENT OBLIGATION TO THIRD PARTIES	7
PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.....	7
SUSPENSION AND DEBARMENT.....	8
RECYCLED PRODUCTS	8
CLEAN WATER AND CLEAN AIR REQUIREMENTS	9
COMPLIANCE WITH FEDERAL LOBBYING POLICY	9
BUY AMERICA	10
CARGO PREFERENCE	10
FLY AMERICA	11
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.....	11
DISADVANTAGED BUSINESS ENTERPRISE (DBE) 49 CFR Part 26.....	13
ADA ACCESS	14
ALCOHOL AND DRUG-FREE WORKPLACE PROGRAM.....	16
TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS	17
BONDING REQUIREMENTS	18
DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS	18
PRIVACY ACT - 5 U.S.C. 552.....	25
TERMINATION 49 U.S.C. Part 18 FTA Circular 4220.1F.....	26
SEISMIC SAFETY REQUIREMENTS 42 U.S.C. 7701 et seq. 49 CFR Part 41	28
BREACHES AND DISPUTE RESOLUTION 49 CFR Part 18 FTA Circular 4220.1F.....	28
VETERANS PREFERENCE	29

REGULATORY REQUIREMENTS

*** Marks Required Subcontract Provisions that must flow down to all subcontracts as defined in the Article entitled SUBCONTRACTORS AND SUPPLIERS herein.**

RR-01

ADMINISTRATIVE CODE *

A. Applicability

This Article applies to all contracts.

B. Compliance with §§1090 et. seq. and §§87100 et. seq. of the California Government Code

Contractor shall comply with all applicable provisions of §§1090 et. seq. and §§87100 et. seq. of the California Government Code. Without reducing or affecting its obligation to comply with any and all of said provisions, Contractor specifically covenants:

1. Contractor shall not cause or permit any member, officer, or employee of Omnitrans to have any financial interest in the Contract;
2. Contractor shall not enter into any Subcontract involving services or property with a person or business prohibited from transacting such business with Omnitrans;
3. Contractor warrants and represents that to its knowledge no Board member, officer, or employee of Omnitrans has any interest, whether contractual, non-contractual, financial or otherwise, in this Contract, or in the business or any other contract or transaction of the Contractor or any Subcontractor and that if any such interest comes to Contractor's knowledge at any time, Contractor shall make a full and complete disclosure of all such information in writing to Omnitrans.

C. Campaign Contributions

Neither Contractor nor its Agents shall give or offer to give any campaign contribution to any member of Omnitrans Board of Directors in violation of the California Government Code §§84300 et seq., or of the Administrative Code. Contractor shall submit a Certification of Campaign Contributions with all COs of two hundred thousand dollars (\$200,000) or more.

RR-02
DISCRIMINATION *

A. Applicability

This Article applies to all contracts.

- B.** In connection with the performance of Work provided for under this Contract, Contractor agrees that it will not, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, medical condition, marital status, sex, sexual orientation, or age, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Federal, State or local laws.

RR-03
WHISTLEBLOWER REQUIREMENTS *

A. Applicability

This Article applies to all contracts.

- B.** Contractor shall not adopt any rule, regulation, or policy preventing an employee from disclosing information to a government or law enforcement agency, where the employee believes the information discloses violation or noncompliance with a state or Federal regulation; nor shall Contractor retaliate against an employee for taking such actions as set forth in the t. seq.

RR-04
PUBLIC RECORDS ACT *

A. Applicability

This Article applies to all contracts.

- B.** Except as otherwise provided herein, all records, documents, drawings, plans, specifications, and all other information relating to the conduct of Omnitrans business, including all information and documents submitted by Contractor ("Records"), shall become the exclusive property of Omnitrans and shall be deemed public records. Said Records are subject to the provisions of the California Public Records Act (Government Code §6250 et. seq.). Omnitrans use and disclosure of its records are governed by this Act. Omnitrans will use its best efforts to inform the Contractor of any request for any financial records or documents marked "Trade Secret", "Confidential" or "Proprietary" provided by Contractor to Omnitrans. Omnitrans will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act.
- C.** In the event of litigation concerning the disclosure of any Records, Omnitrans sole involvement will be as a stakeholder, retaining the Records until otherwise ordered by a

court. The submitting party, at its sole expense and risk, shall be fully responsible for any and all fees for prosecuting or defending any action concerning the Records and shall indemnify and hold Omnitrans harmless from all costs and expenses including attorney's fees in connection with any such action.

RR-05

ACCESS TO RECORDS *

A. Applicability

This Article applies to all federally funded contracts.

- B. Contractor agrees to provide Omnitrans, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or the FTA's authorized representatives, including any FTA Project Management Oversight Contractor, access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a) 1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- C. If this Contract is for a capital project or improvement (defined at 49 U.S.C. 5302(a) 1) and was entered in to through other than competitive bidding, the Contractor shall make records related to this Contract available to Omnitrans, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- D. Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Omnitrans, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

RR-06

FEDERAL FUNDING, INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS, AND FEDERAL CHANGES*

A. Applicability

This Article applies to all federally funded contracts.

- B. This Contract includes, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the Contract provisions. All contractual provisions

required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008 and revised March 18, 2013 (including any changes), and are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Omnitrans requests which would cause Omnitrans to be in violation of the FTA terms and conditions.

This Contract is subject to a financial assistance agreement between Omnitrans and the Federal Transit Administration of the US Department of Transportation and all laws, regulations, guidelines, and provisions of the financial assistance agreement apply to this Contract and are incorporated by reference as if fully set forth herein.

- C. Contractor shall at all times comply with all applicable federal laws and regulations, including without limitation FTA regulations, policies, procedures and directives, including those listed directly or by reference in Applicable Grant Agreements between Omnitrans and FTA, as they may be amended or promulgated from time to time during the term of this Contract collectively “Federal Requirements”. These Federal Requirements may change and the changed Federal Requirements will apply to this Contract as required unless the Federal Government determines otherwise. Contractor's failure to so comply with the Federal Requirements shall constitute a material breach of this Contract.

RR-07

ENERGY CONSERVATION REQUIREMENTS

A. Applicability

This Article applies to all federally funded contracts.

- B. Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 USC §6321 et seq.

RR-08

CIVIL RIGHTS REQUIREMENTS *

A. Applicability

This Article applies to all federally funded contracts.

- B. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national

origin, sex, age, or disability. In addition, Contractor shall comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

C. Equal Employment Opportunity

- (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Contractor shall comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq. , (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Contract. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor shall comply with any implementing requirements FTA may issue.
- (b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, Contractor shall refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor shall comply with any implementing requirements FTA may issue.
- (c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor shall comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor shall comply with any implementing requirements FTA may issue.
- (d) Contractor shall include these requirements in each subcontract, modified only if necessary to identify parties, as required by Federal regulations.

RR-09**NO GOVERNMENT OBLIGATION TO THIRD PARTIES *****A. Applicability**

This Article applies to all federally funded contracts.

- B. Notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to Omnitrans, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from this Contract.

Contractor shall include this Article in each Subcontract and shall not modify the Article, except to identify the Subcontractor who will be subject to its provisions.

RR-10**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS *****A. Applicability**

This Article applies to all federally funded contracts.

- B. The provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, shall apply to actions pertaining to this Contract. Upon execution of this Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining this Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.
- C. Contractor also acknowledges that this Contract is connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307 and if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Contractor, to the extent the Federal Government deems appropriate.

- D. Contractor shall include this Article in each subcontract financed in whole or in part with Federal assistance provided by FTA. Contractor shall not modify the Article, except to identify the Subcontractor who will be subject to the provisions.

RR-11

SUSPENSION AND DEBARMENT*

A. **Applicability**

This article applies to federally funded contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services.

- B. This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, Contractor shall verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

Contractor shall comply with 49 CFR 29, Subpart C and shall include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

- C. By entering into this Contract, Contractor certifies that it shall comply with the requirements of 49 CFR 29, Subpart C throughout the period of this Contract. This certification is a material representation of fact relied upon by Omnitrans. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to remedies available to Omnitrans, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

RR-12

RECYCLED PRODUCTS

A. **Applicability**

This Article applies to federally funded operations/management, construction, or materials & supplies contracts for items designated by the Environmental Protection Agency, when procuring \$10,000 or more per year.

- B. To the extent practicable and economically feasible, a competitive preference shall be given for products and services that conserve natural resources and protect the environment and are energy efficient.
- C. The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

RR-13**CLEAN WATER AND CLEAN AIR REQUIREMENTS*****A. Applicability**

This Article applies to all federally funded contracts over \$100,000.

B. CLEAN WATER REQUIREMENTS

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and all applicable clean water standards of the State of California and any state or local agency having jurisdiction. Contractor shall report each violation to Omnitrans. Omnitrans will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office, and all other agencies having jurisdiction.

C. CLEAN AIR

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and all applicable Clean Air Standards of the State of California or any state or local agency having jurisdiction. Contractor shall report each violation to Omnitrans. Omnitrans will, in turn, report each violation as required to FTA, the appropriate EPA Regional Office and all other agencies having jurisdiction.

- D. Contractor shall include this Article in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

RR-14**COMPLIANCE WITH FEDERAL LOBBYING POLICY *****A. Applicability**

The following Article applies to federally funded contracts over \$100,000.

- B. The Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, requires that Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying," attached hereto as the certification entitled, "Certification of Compliance with Federal Lobbying Requirements." As set forth in the certifications, each tier of subcontractors shall certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with

non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures shall be forwarded from tier to tier up to Omnitrans.

RR-15

BUY AMERICA *

A. Applicability

The following Article applies to federally funded rolling stock purchase and construction contracts over \$150,000 and to contracts over \$150,000 for materials & supplies for steel, iron, or manufactured products.

- B. Contractor shall comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

Omnitrans may investigate Contractor's, any Subcontractor's, and any Supplier's compliance with this Article. If an investigation is initiated, Contractor, Subcontractor, or Supplier shall document its compliance, in accordance with 49 CFR 661.15, and cooperate with the investigation. Contractor shall incorporate the Buy America conditions set forth in this Article in every subcontract or purchase order and shall enforce such conditions.

- C. FTA requires a Buy America certification to be submitted with the proposal, or the proposal shall be considered non-responsive.

RR-16

CARGO PREFERENCE*

A. Applicability

The following Article applies to federally funded contracts involving equipment, materials, or commodities which may be transported by ocean vessels

B. USE OF UNITED STATES FLAG VESSELS

Contractor shall use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or

commodities pursuant to this Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

Contractor shall furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the Omnitrans (through Contractor in the case of a subcontractor's bill-of-lading.)

Contractor shall include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

RR-17 FLY AMERICA

A. Applicability

This Article applies to federally funded contracts if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air.

- B. Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

RR-18 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT *

A. Applicability

This Article applies to federally funded construction contracts over \$2,000 (including ferry vessels), rolling stock purchases over \$2,500 and to operations/management contracts over \$2,500 (except transportation services)

- B. Pursuant to the Labor Standards Provisions Applicable to Non-construction Contracts subject to the Federal Contract Work Hours and Safety Standards Act, 40 U.S.C.A. § 327 through 332 as implemented by U.S. Department of Labor regulations, 29 CFR 5.5 (b) and (c) Contractor and Subcontractor's contracting for any part of the Contract work shall comply with the following:
1. **Overtime requirements** – Neither Contractor nor any Subcontractor contracting for any part of the Contract work that requires or involves the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 2. **Violation; liability for unpaid wages; liquidated damages** – In the event of any violation of the Article set forth in paragraph (1) of this Article Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this Article, in the sum of ten dollars (\$10) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this Article.
 3. **Withholding for unpaid wages and liquidated damages** – Omnitrans shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by Contractor or Subcontractor under the Contract or any other Federal contract with Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Contractor, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this Article.
 4. **Subcontracts** – Contractor or Subcontractor shall insert this Article in any Subcontracts and also an Article requiring the Subcontractors to include this Article in any lower tier Subcontracts. Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with this Article.
 5. **Payrolls and basic records** – The records to be maintained hereinabove shall be made available by Contractor or Subcontractor for inspection, copying, or transcription by Omnitrans and U.S. Dept. of Labor. Contractor and Subcontractor shall maintain payrolls and basic records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Contract

for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid.

RR-19

DISADVANTAGED BUSINESS ENTERPRISE (DBE) 49 CFR Part 26

Disadvantaged Business Enterprises

- A. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The agency's overall goal for DBE participation is 3.3%.
- B. Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Contract. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Omnitrans deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).
- C. Bidders are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following concurrent with and accompanying sealed bid concurrent with and accompanying an initial proposal prior to award:
 - 1. The names and addresses of DBE firms that will participate in this contract;
 - 2. A description of the work each DBE will perform;
 - 3. The dollar amount of the participation of each DBE firm participating;
 - 4. Written documentation of the bidder's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
 - 5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
 - 6. If the contract goal is not met, evidence of good faith efforts to do so.

Bidders must present the information required above as a matter of responsiveness with initial proposals prior to contract award] (*see* 49 CFR 26.53(3)).

The successful bidder will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

- D. Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 7 days after the contractor's

receipt of payment for that work from the Omnitrans. In addition, Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to his contract is satisfactorily completed.

- E. Contractor must promptly notify Omnitrans whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Omnitrans.

RR-20

ADA ACCESS

A. Applicability

This Article applies to federally funded Architect & Engineer, Operations/Management, Rolling Stock Purchase, and Construction contracts

B. Access Requirements for Persons with Disabilities

Contractor shall comply with:

1. The requirements of 49 U.S.C. § 5301(d), which states the Federal policy that elderly persons and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy;
2. All applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps;
3. The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act;
4. The Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act; and
5. All applicable requirements of the following regulations and any subsequent amendments thereto:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; and
- (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609;
- (11) Any implementing requirements FTA may issue.

RR-21

ALCOHOL AND DRUG-FREE WORKPLACE PROGRAM *

A. Applicability

This Article applies to federally funded contracts for transit operations.

B. FTA Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations Regulations

Contractor and its Subcontractors shall comply with the FTA anti-drug and alcohol misuse regulations (49 CFR Part 655) and the U.S. Department of Transportation (DOT) Procedures for Transportation Workplace Drug and Alcohol Testing Programs (49 CFR Part 40) to the full extent that they are, by their terms, applicable to Contractor and its Subcontractors. The regulations apply to all “contractors” that have “covered employees” that perform “safety sensitive functions” as those terms are defined in the regulations.

C. Certificate of Compliance

The CERTIFICATE OF COMPLIANCE WITH 49 CFR PARTS 655, PREVENTION OF ALCOHOL MISUSE AND PROHIBITED DRUG USE IN TRANSIT, submitted by Contractor prior to award, is incorporated as part of the Contract Documents.

D. Drug and Alcohol Testing Program

In the event that any part of the Work under this Contract falls within the scope of 49 CFR Part 655, Contractor, and its Subcontractors (as applicable), shall establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or Omnitrans, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. Contractor shall annually certify its compliance with Parts 653 and 65. To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

E. Alcohol and Drug Free Workplace Program

In addition to the above, for Work performed on Omnitrans property, Contractor shall provide an Alcohol and Drug-free Workplace Program in accordance with FTA requirements found at <http://transit-safety.fta.dot.gov/DrugAndAlcohol/default.asp>

TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS *

A. Applicability

Subject to the limitations in Sections B, C, and D, this Article applies if this Contract involves transit operations to be performed by employees of a Contractor recognized by FTA to be a transit operator, and if FTA has determined that it is financed in whole or in part with Federal assistance.

B. General Transit Employee Protective Requirements

If FTA has determined that this Contract involves transit operations financed in whole or in part with Federal assistance (other than Federal assistance authorized by 49 U.S.C. § 5310(a)(2) or 49 U.S.C. § 5311), and if the U.S. Secretary of Transportation has determined that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for Omnitrans under this Contract, then Contractor shall perform the transit operations work under the Contract in compliance with terms and conditions, (a) determined by the U.S. Secretary of Labor to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. Department of Labor (“U. S. DOL”) guidelines at 29 C.F.R. Part 215, and any amendments thereto, and (b) stated in a U. S. DOL letter of certification to FTA, the date of which is set forth in the applicable Grant Agreement or Cooperative Agreement with Omnitrans, and which is incorporated in the Form of Contract as a Contract Document entitled “U. S. DOL Certification”.

C. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a) (2) for Elderly Individuals and Individuals with Disabilities

If FTA has determined that this Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for Omnitrans under the Contract, Contractor shall perform the Work in compliance with the terms and conditions determined, (a) by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto, and (b) stated in the U.S. DOL's letter of certification to FTA, the date of which is set forth in the applicable Grant Agreement or Cooperative Agreement with Omnitrans, and which is incorporated in the Form of Contract as a Contract Document entitled “U. S. DOL Certification”.

D. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas

If FTA has determined that this Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, Contractor shall comply with the terms and conditions of the Special Warranty for the Nonurbanized Area

Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

E. Indemnity

Contractor shall defend, indemnify and hold harmless Omnitrans, and its Board Members, employees and agents from and against all liability, claims, demands actions, costs, judgments, penalties, damages, losses and expenses arising out of or in connection with Contractor's failure to comply with or failure to carry out its responsibilities under all applicable provisions of Sections B, C and D of this Article.

**RR-23
BONDING REQUIREMENTS**

Applicability to Contracts

For those construction or facility improvement contracts or subcontracts exceeding \$100,000, FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts as follows:

- A. A bid guarantee from each bidder equivalent to ten (10) percent of the bid price. The "bid guarantees" shall consist of a firm commitment and may be in any of the following forms: (a) cash; (b) cashier's check payment to Omnitrans; (c) a certified check payable to the city; or (d) a bidder's bond executed by an admitted surety insurer. Such as a bid bond, certifies check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- B. A performance bond on the part of the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- C. A payment bond on the part of the Contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract.

**RR-24
DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS**

Background and Application

The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, *et seq.* and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i) (5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating." 29 CFR 5.5(a). The requirements of both Acts are

incorporated into a single clause (*see* 29 CFR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.

The clause language is drawn directly from 29 CFR 5.5(a) and any deviation from the model clause below should be coordinated with counsel to ensure the Acts' requirements are satisfied.

Clause Language

Davis-Bacon and Copeland Anti-Kickback Acts

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be

classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a) (1) (v) (B) or (C) of this section, shall be paid to all workers performing work in the Classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - Omnitrans shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, Omnitrans may, after written notice to

the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Omnitrans for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship

program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

RR-25 PRIVACY ACT - 5 U.S.C. 552

Applicability to Contracts

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

Flow Down

The Federal Privacy Act requirements flow down to each third party contractor and their contracts at every tier.

Model Clause/Language

The text of the following clause has not been mandated by statute or specific regulation, but has been developed by FTA.

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- (2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

RR- 26

TERMINATION 49 U.S.C. Part 18 FTA Circular 4220.1F

Applicability to Contracts

All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Flow Down

The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

- a. **Termination for Convenience (General Provision)** Omnitrans may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Omnitrans to be paid the Contractor. If the Contractor has any property in its possession belonging to the Omnitrans, the Contractor will account for the same, and dispose of it in the manner the Omnitrans directs.
- b. **Opportunity to Cure (General Provision)** Omnitrans in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the

notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Omnitrans' satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from Omnitrans setting forth the nature of said breach or default, Omnitrans shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Omnitrans from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- c. **Waiver of Remedies for any Breach** In the event that Omnitrans elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Omnitrans shall not limit Omnitrans remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- d. **Termination for Default (Construction)** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, Omnitrans may terminate this contract for default. Omnitrans shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, Omnitrans may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to Omnitrans resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Omnitrans in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The contractor, within [10] days from the beginning of any delay, notifies Omnitrans in writing of the causes of delay. If in the judgment of Omnitrans, the delay is excusable, the time for completing the work shall be extended. The judgment of Omnitrans shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Omnitrans.

RR – 27

SEISMIC SAFETY REQUIREMENTS 42 U.S.C. 7701 et seq. 49 CFR Part 41

Applicability to Contracts

The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

Flow Down

The Seismic Safety requirements flow down from FTA recipients and subrecipients to first tier contractors to assure compliance, with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

Model Clauses/Language

The regulations do not provide suggested language for third-party contract clauses. The following language has been developed by FTA.

Seismic Safety - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

RR-28

BREACHES AND DISPUTE RESOLUTION 49 CFR Part 18 FTA Circular 4220.1F

Applicability to Contracts

All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down

The Breaches and Dispute Resolutions requirements flow down to all tiers.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the Omnitrans. This decision shall be

final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to Omnitrans Construction Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of Omnitrans Project Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by Omnitrans, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Omnitrans and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which Omnitrans is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Omnitrans, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

RR-29

VETERANS PREFERENCE

Veterans Employment. Contractors working on a capital project funded using FTA assistance shall give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

END OF REGULATORY REQUIREMENTS

ATTACHMENT C - PRICING
RFP-ITS19-03
COPIER PURCHASE AND MAINTENANCE

Type*	Department	Location	Monthly Volume	Purchase Amount	Overage Per Copy Rate**	Annual Maintenance Amount	Purchase and Five Year Total Maintenance
3	Administration	E.V. Copy Room	40,000	\$15,729.00	0.004	\$1,920.00	\$25,329.00
2	Maintenance	E.V. Maintenance Admin	8,000	\$4,780.00	0.005	\$480.00	\$7,180.00
2	Finance	E.V. Finance	12,000	\$4,780.00	0.005	\$720.00	\$8,380.00
2	Human Resources	E.V. Human Resources	15,000	\$4,780.00	0.005	\$900.00	\$9,280.00
2	Procurement	E.V.Procurement	12,000	\$4,780.00	0.005	\$720.00	\$8,380.00
1	I.T.	I.T.	1,000	\$3,940.00	0.006	\$72.00	\$4,300.00
1	Operations	E.V. Operations Dispatch Office	8,000	\$3,940.00	0.006	\$576.00	\$6,820.00
1	Maintenance	E.V. Maintenance Supervisor Office	8,000	\$3,940.00	0.006	\$576.00	\$6,820.00
1	Special Transit Services	Special Transit Services	8,000	\$3,940.00	0.006	\$576.00	\$6,820.00
1	Maintenance	W.V. Maintenance	5,000	\$3,940.00	0.006	\$360.00	\$5,740.00
1	Operations	W.V. Operations	8,000	\$3,940.00	0.006	\$576.00	\$6,820.00
4	Operations	E.V. Operations Admin	12,000 Color	\$6,691.00	0.049	\$7,056.00	\$41,971.00
4	Marketing	E.V. Marketing	4,000 Color	\$6,691.00	0.049	\$2,352.00	\$18,451.00
4	Maintenance	E.V. Maintenance	1,000 Color	\$6,691.00	0.049	\$588.00	\$9,631.00

TOTAL	\$78,562.00	\$17,472.00	\$165,922.00
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Black/White cost on Type 4 Color machines is \$0.005 per copy

* Pricing does not include sales tax



PERSONNEL POLICY MANUAL

POLICY 707 PAGE 1 OF 6

SUBJECT
PROHIBITING WEAPONS IN THE WORKPLACE

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

DATE: June 7, 2017

I. Purpose

It is the policy of Omnitrans to maintain a work environment that is safe for all persons, including the community, and conducive to attaining high work standards. To achieve these objectives, the Agency prohibits the possession of firearms and weapons in the work place, regardless of any license or permit that an individual may have which otherwise authorizes the individual to carry firearms or weapons.

It is illegal and a criminal violation to possess weapons in public buildings (California Penal Code 171b and 171.7).

II. Scope

This policy applies to all Omnitrans employees, including but not limited to staffing agency workers and contractors working for or with the Agency at any time, regardless of whether the Agency is the actual employer.

Possession of firearms and weapons is prohibited at all Omnitrans' offices, parking lots, agency vehicles and job sites, and in all Agency vehicles.

The following person/s are exempt from this policy as stated: a guard of a contract carrier operating an armored vehicle, and any law enforcement officer who is carrying out official duties engaged in protecting and preserving property or life within the scope of his or her employment.

Omnitrans will strictly enforce this policy. Violation of this policy will result in immediate disciplinary action, up to and including termination.

III. Procedure

A. COMMUNICATION OF POLICY

(a) Each employee of the Agency shall receive a copy of this policy at the time of his/her hire and shall sign a copy of the acknowledgment. Employees who were employed before the effective date of this policy shall also receive a copy of this policy and shall sign a copy of the acknowledgment. A copy of the signed acknowledgment and of all new and revised policies throughout the employee's employment shall be maintained in each employee's personnel file.

(b) A copy of this policy shall be attached to each contractor's contract, and shall become a part of its contract. The contractor shall be responsible for communicating this policy to its employees and any subcontractors to which the contractor sublets any portion of its contract.



PERSONNEL POLICY MANUAL

POLICY 707 PAGE 2 OF 6

SUBJECT

PROHIBITING WEAPONS IN THE WORKPLACE

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

DATE: June 7, 2017

B. PROHIBITED CONDUCT

(a) The transportation of firearms or weapons in Agency vehicles is prohibited. This includes but is not limited to:

- (1) to and from work,
- (2) when conducting Agency business,
- (3) at all times in Agency-owned or leased vehicles.

(b) The possession or carrying of permitted and non-permitted firearms or weapons while at Agency buildings, parking lots, sponsored events, and job sites.

(c) Exception: Power actuated tools which are manufactured for the use of fastening building materials and sanctioned tools for the purpose of performing Agency job duties are not subject to this policy.

C. SEARCH

(a) Omnitrans reserves the right to conduct reasonable, unannounced searches of Agency premises and personal searches of employees and others while entering, on, or leaving Agency premises, including, but not limited to, personal effects, vehicles, lockers, desks, tool boxes, clothing, meal containers, and baggage. Searches will be conducted when the Agency has a reasonable suspicion to believe that a particular employee may be in possession of a weapon or firearm.

(b) "Reasonable suspicion" is defined as a suspicion that is based on specific personal observations such as an employee's manner, disposition, behavior, speech, information provided to management by an employee, by law enforcement officials, by a security service, or by other persons believed to be reliable, or a suspicion that is based on other surrounding circumstances.

(c) Individuals refusing to allow an inspection will not be detained or forced to submit to the inspection. Refusal violates Agency policy and constitutes an act of insubordination constituting disciplinary action, up to and including separation of the employment relationship. Non-employees who refuse to allow an inspection will not be permitted on Agency premises and will be required to immediately leave the premises. Employees will be relieved of all duties while pending investigation.

D. DISCIPLINE

(a) Violations of any portion of this policy will subject the employee to discipline,



PERSONNEL POLICY MANUAL

POLICY 707 PAGE 3 OF 6

SUBJECT

PROHIBITING WEAPONS IN THE WORKPLACE

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

DATE: June 7, 2017

up to and including separation of employment.

(b) Violations by a contractor's employee or subcontractor of any portion of this policy may constitute a breach of contract and regardless will mandate the immediate removal of the contractor's employee from Agency premises, prohibition against the individual accessing Agency premises in the future, and may also constitute a breach of contract.

E. REPORT OF VIOLATIONS

1. Employee Violations

Employees are required to report violations of this policy without regard to the relationship between the individual who initiates the prohibited behavior and the individual reporting it. An employee who believes that another employee may be in violation of this policy must report the alleged violation to the employee's manager or supervisor, the department director, security, or the appropriate departmental Human Resources representative.

Departments are responsible for implementing this policy. The Agency will promptly investigate allegations of violations of this policy.

Omnitrans reserves the right to authorize searches for prohibited weapons on its property when a violation is reported or when probable cause or reasonable suspicion is present consistent with law.

Employees should be aware that there is no reasonable expectation of privacy with respect to weapons in the workplace. The Agency's right to conduct searches includes, but is not limited to, such areas and items as lockers, desks, workstations, offices, purses, briefcases, bags, toolboxes, and lunch bags.

Searches of the employee's work area and belongings, as described above, may be conducted by the Security & Emergency Preparedness Coordinator, or designee. Searches of all types, including surrounding agency property, personal property and the employee may be conducted by law enforcement in accordance with law should reasonable suspicion be present. Any weapon found in violation of this policy may be confiscated. Refusal to permit a search may result in discipline, up to and including separation.

2. Visitor Violations

Visitors are not allowed to carry a weapon on the premises. Any visitor carrying a weapon into a posted no-carry agency facility is creating an elevated risk to security and safety that warrants a response leading to compliance with the law. If the visitor



PERSONNEL POLICY MANUAL

POLICY 707 PAGE 4 OF 6

SUBJECT

PROHIBITING WEAPONS IN THE WORKPLACE

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

DATE: June 7, 2017

poses an immediate risk to security or safety, law enforcement shall be notified immediately by calling 9-911. The visitor shall be considered an immediate risk to safety and security if he/she is acting in an aggressive, belligerent, confrontational, suspicious or in an otherwise questionable manner while carrying a weapon.

F. FALSE REPORTS

Employees making intentionally false and malicious complaints of weapons in the workplace will be subject to disciplinary action, up to and including separation and/or will be reported to the proper authorities as appropriate.

G. ROLES AND RESPONSIBILITIES

Employees are responsible for understanding and complying with the Policy Prohibiting Weapons in the Workplace.

Whenever there is a question as to whether an instrument, article or substance is considered a weapon in violation of this policy, it is the employee's responsibility to seek clarification. Employees seeking clarification should direct their questions to the agency's Security & Emergency Preparedness Coordinator at 909-379-7117 prior to bringing the item(s) to Omnitrans work sites and events, as well as agency-owned or leased facilities or vehicles.

H. SAFETY FIRST

In applying this policy, no employee shall take any action that will risk his or her own safety or the safety of other individuals. No attempt should ever be made by an employee to restrain or forcibly evict an armed person from agency premises.

An individual's continued non-compliance after being properly informed of the law (California Penal Code 171 (b)) will result in notification to law enforcement and discipline, up to and including separation of employment. Employees should notify security immediately.

An employee who feels an imminent danger to his or her own safety or the safety or security of others, should avoid any interaction with the individual. Immediately contact law enforcement by calling 9-911 and security at 909-379-7117.

I. ANTI-RETALIATION PROVISION

Omnitrans strictly prohibits any retaliation against an employee who has reported a possible breach of policy. If an employee feels that he or she has been subjected to retaliation in violation of this policy, the employee must immediately report it to his or her supervisor or other designated Human Resources representative.



PERSONNEL POLICY MANUAL

POLICY 707 PAGE 5 OF 6

SUBJECT PROHIBITING WEAPONS IN THE WORKPLACE

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

DATE: June 7, 2017

J. DEFINITIONS

1. **Firearm or weapon includes, but is not limited to:** A weapon, a pistol or rifle, whether loaded or unloaded, capable of firing a projectile and using an explosive as a propellant.
 - A firearm, whether loaded or unloaded, from which a shot may be discharged including but not limited to handguns, pistols, revolvers, shotguns, rifles, and bb guns;
 - A gun that can discharge a shot or a projectile by means of an explosive or gas, or compressed air;
 - A device designed to be used as a weapon, from which can be expelled a projectile by the force of any explosion or force of combustion;
 - Any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive;
 - Any destructive device;
 - Any device designed as a weapon and capable of producing great bodily harm, including but not limited to, stun guns, stun batons;
 - An electric weapon such as a taser gun;
 - Any combustible or flammable liquid, or other substance, device, or instrumentality that, in a manner it is used or intended to be used, is calculated or likely to produce death or great bodily harm, or any fire that is used to produce death or great bodily harm;
 - Any knife that is carried with intention or calculation to produce death or great bodily harm having a blade length in excess of four (4) inches, the blade of which is fixed or is capable of being fixed in an unguarded position by the use of one or two hands. Switchblades are specifically prohibited. (Knives intended to be used as eating utensils, and stored or maintained in office kitchens or lunchrooms do not represent a violation of this policy.)
2. **Office:** All permanent facilities, all mobile facilities, all leased facilities, and any facility designated as an office by the agency.
3. **Parking lot:** All lots at permanent facility, park and rides, lots at project sites, any lot that the agency designates as a parking lot that is not at a permanent facility or project site.
4. **Agency vehicle:** All agency-owned buses/vehicles, all agency-leased buses/vehicles, all agency-rental buses/vehicles, and all personal vehicles for which the owner receives a vehicle allowance, all personal vehicles where the owner receives reimbursement for mileage.



PERSONNEL POLICY MANUAL

POLICY 707 PAGE 6 OF 6

SUBJECT
PROHIBITING WEAPONS IN THE WORKPLACE

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

DATE: June 7, 2017

5. **Search:** To examine in order to find something concealed.

6. **Job sites:** Any and all locations where the agency conducts business.

SIGNS

1. At each entrance to buildings, parking lots, and project sites, a sign shall be posted in a location that is conspicuous to all who could enter a building, parking lot, or project site.
2. Signs shall have wording or pictogram that prohibits firearms, weapons and give notice of video surveillance. Signs shall be vandalism resistant and of the quality that they will not fade due to the elements.



Thinking in 360 Degrees. Making it Happen.

STATEMENT OF WORK: PASS-WEB

The following information defines the services to be provided by Trapeze for the project and the effort that will be required from Omnitrans staff and resources. Sections throughout this Statement of Work (SOW) will outline the resource requirements and tasks that Omnitrans will be required to complete to support the implementation.

PROPOSED PRODUCTS

The following PASS-Web products ("the Software") will be provided as part of this implementation:

1. PASS-Web
 - a. Trip Booking
 - b. Confirmations and Cancellations
 - c. Where's my Ride

SUMMARY OF SERVICES

This implementation involves the following high level tasks and services:

1. Project Design
2. Development
3. Internal Acceptance Testing
4. Software Installation
5. Installation Testing
6. Training
7. User Acceptance Testing
8. Deployment and Post Go-Live Support

The remainder of this SOW provides details concerning the tasks and effort required to support the tasks described above.

TRAPEZE IMPLEMENTATION SERVICES

The implementation services below will be provided by Trapeze. All implementation services, materials and training will be provided in English, unless otherwise stated.

PROJECT DESIGN

Project design will involve a series of meetings and conference calls with Omnitrans's project team. To assist with preparations for these discussions, Omnitrans will be expected to provide the Trapeze team with any operational material and/or documentation as requested. During these meetings and calls, the following will be discussed:

- Current operational policies and procedures as they relate to the paratransit booking, trip cancellation, and trip confirmation processes.
- Software configuration
- Project timelines
- Testing, training, and transition strategies

The Project Design meetings for PASS-Web will be held on-site at Omnitrans offices over the course of up to one (1) days.

A Project Design Document (PDD) will be prepared following the meetings, which will identify the deliverables, goals and objectives, configurations, and expected project timelines for the implementation. During the review process, Software functionality may be identified that is not currently handled by the standard Trapeze Software. If desired, Trapeze can provide estimates to address these gap items, however addressing any gaps as documented in the PDD will be considered out-of-scope.

Following completion of the draft PDD, Trapeze will provide Omnitrans with the draft document to review and provide comments. Omnitrans will have ten (10) business days to complete this review, after which the Trapeze Project Manager will coordinate a meeting with the Omnitrans's project team to review the comments. Following this meeting, Trapeze will revise the PDD to address Omnitrans's comments and feedback and will provide the finalized PDD.

Omnitrans Roles and Responsibilities

- Participate in Design Review meetings.
- Provide documentation on business processes.
- Highlight critical processes related to the operation of the Software.
- Participate in review of the PDD to ensure accuracy and completeness and provide a consolidated list of comments and feedback.

Resources required from Omnitrans

- Project Manager
- IT staff (System Analyst, network, security and server)
- Subject Matter Experts

Deliverables Associated with this phase

- Project Design Document.
- Updated project schedule.

DEVELOPMENT

Trapeze will adapt the generic PASS-Web pages to Omnitrans's corporate design to ensure a consistent user experience.

Our budget includes up to two (2) revisions to the PASS-Web and Mobile Application screens. This will initially be based on the design submitted to Omnitrans as per the requirements identified in the approved design documents included in the PDD. If additional changes are requested beyond two rounds of development, they will be considered outside the scope of this project implementation.

The following changes will be permitted as part of the web page design process:

- Verbiage changes and static text
- Icons and logos

Omnitrans Roles and Responsibilities

- Consult as required

Resources required from Omnitrans

- IT staff (System Analyst, network, security and server)
- Subject Matter Experts

Deliverables Associated with this phase

- Completed Web pages.

INTERNAL ACCEPTANCE TESTING

Internal Acceptance Testing (IAT) is completed by Trapeze before any Software is installed in Omnitrans's test environment. During IAT, Trapeze Testing Specialists will perform unit and regression testing in order to test all standard features for completeness and accuracy. These specialists will also update any automated regression test scripts to expand coverage as needed.

After unit and regression testing is completed, the Trapeze Technical Product Specialists will run through a series of tests to ensure that all Software functions properly against Omnitrans's specific data in a local testing environment. This allows Trapeze to proactively determine any potential data-related issues and ensures that all standard setup and configuration tasks are able to be performed for Omnitrans.

Omnitrans Roles and Responsibilities

- Provide data as necessary

Resources required from Omnitrans

- IT Staff

SOFTWARE INSTALLATION

Following the completion of Internal Acceptance Testing, Trapeze will work with Omnitrans to remotely install and configure the Software in Omnitrans's test environment. After all training and testing is completed, Trapeze will assist with installing the configured Software in Omnitrans's production environment.

Note: The 90 day Software warranty begins upon Software installation into Omnitrans's test environment.

Omnitrans Roles and Responsibilities

- Provide access to test and production environments
- Manage servers, databases, backup procedures, database maintenance practices, and Windows environments and security
- Install Trapeze pre-requisite software (e.g. ODBC connections, database servers, etc.)

Resources required from Omnitrans

- IT Staff

INSTALLATION TESTING

Installation Testing will occur after the Software has been installed in Omnitrans's test environment. This testing is designed to ensure that the Software is functioning properly within Omnitrans's test environment and working with third party software as necessary.

During Installation Testing, Omnitrans will grant Trapeze access to their servers so that Trapeze can perform testing of key Software functionality and validate that the Software functions properly in Omnitrans's test environment. Trapeze will validate the following:

- Applications are connected to the appropriate database(s)
- General Software functionality is working as designed
- All configurations and settings, as agreed to in the PDD, are functioning as expected

Upon completion of installation testing, Trapeze will work with Omnitrans to schedule training.

Omnitrans Roles and Responsibilities

- Provide access to test and production environments

Resources required from Omnitrans

- Project Manager
- IT Staff

TRAINING

Training provided will be based on Trapeze standard training agendas. Training sessions will vary in length dependent on topic. Each session can be attended by up to six (6) employees.

System Administrator Training will include topics related to the Software environment (properties, services, installation paths, etc.), as well as topics on how to manage the Trapeze applications. The following outlines the training included that will cover the Administrative functions of the proposed Software:

- Up to eight (8) hours of off-site System Administration training for the PASS-Web application components.

Omnitrans Roles and Responsibilities

- Schedule the training activities.
- Ensure trainees are prepared and engaged in the training activities.

Resources required from Omnitrans

- Project Manager
- Subject Matter Experts

Deliverables Associated with this phase

- Training Agenda(s)

USER ACCEPTANCE TESTING

After training is completed, Omnitrans will begin User Acceptance Testing (UAT). This involves Omnitrans utilizing the Software in the test environment to ensure the Software responds accurately to users input and the features and functions of the Software work as specified.

Omnitrans will have ten (10) business days in which to perform a round of UAT, which is expected to be a comprehensive, end-to-end test of the Software. During UAT, Omnitrans will document and prioritize any defects encountered during the testing period (if they exist). Following the completion of a round of

testing, Omnitrans will provide Trapeze with a complete list of all perceived defects, which Trapeze will assess for root cause and resolve where appropriate based on the severity of each defect.

The severity of defects is based on the impact that an identified defect has on Omnitrans's business and operations. Omnitrans will work with Trapeze to determine defect severity levels, which are defined as follows:

1. **Critical** – system cannot function or site is down (e.g. results in the failure of fundamental business process or in the shutdown of the system being tested which may be caused by the Trapeze service unable to launch, or the web pages being inaccessible).
2. **Major** – system is still functioning but is causing major business risk to Omnitrans. The defect cannot be addressed through a work around solution (e.g. the Software is accessible through a web browser but users are unable to login for testing purposes).
3. **Minor** – system is still functioning but is causing minor or short term inconveniences. The defect can be addressed through a work around solution (e.g. the webpage includes a spelling or grammar mistake contained in the static text).

If no defects are identified in the initial round of UAT, the Software will be deemed accepted and deployed in Omnitrans's production environment. If defects are identified, Trapeze will evaluate them and work to resolve all confirmed defects, after which Omnitrans will validate their resolution by executing another round of UAT.

Once Omnitrans confirms all Critical and Major defects are resolved, UAT will be considered to be complete, the Software will be deemed accepted, and it will be deployed in Omnitrans's production environment. Any remaining minor defects will be transitioned to Trapeze's long term maintenance support program.

Omnitrans Roles and Responsibilities

- Perform User Acceptance Testing
- Defect prioritization
- Validate defect resolution
- Sign off on completion of User Acceptance Testing

Resources required from Omnitrans

- Project Manager
- Work Stream Leader
- Subject Matter Experts

Deliverables Associated with this phase

- Prioritized issues log.

DEPLOYMENT AND POST GO-LIVE SUPPORT

To support the Software deployment in Omnitrans's production environment, Trapeze will provide up to eight (8) hours of remote post go-live support for the PASS-Web Software after the production installation has been completed. This support can be used to address any non-critical questions or support needs that may arise from using the Software in a live operational environment.

The remote post go-live support will be provided by the Trapeze project team in tandem with critical or emergency support from the Trapeze long term maintenance program. This support will be provided for up to one (1) week from the Software installation in Omnitrans's production environment during standard business hours, after which all ongoing support needs will be transitioned to and provided by Trapeze's long term maintenance program.

Omnitrans Roles and Responsibilities

- Update the production system to ensure all records are up to date
- Ensure data correctness
- Confirm connectivity, logins etc.

Resources required from Omnitrans

- Omnitrans Project Manager
- Omnitrans Subject Matter Experts
- Omnitrans IT staff (network, security, and server)

PROJECT DURATION

This implementation is expected to be completed within six (6) months from the project kick-off meeting. Following contract execution, up to forty-five (45) days may be required to kick off the project and align Trapeze and Omnitrans resources. Trapeze will work to minimize this mobilization period through proactive planning with Omnitrans.

PROJECT MANAGEMENT

Project Management services will be provided for the duration of this implementation. The Trapeze project manager will be the key point of contact for Omnitrans during the project, where this individual will be responsible for the following:

- **Scope Management.** The project manager is the link between Omnitrans's requirements, the contract, the product specifications, and the project's scope of work. The project manager is critical to defining and documenting the tasks and deliverables necessary to complete the project. The project manager ensures that the project's resources remain focused on the project objectives.
- **Schedule Management.** The project manager is responsible for managing the master project schedule. This detailed work plan outlines all of the activities that are required in order to deliver the project scope within time constraints. The project management team will provide regular updates to the work plan and escalate major issues and risks that will impact the project schedule for mitigation planning.
- **Risk Management.** The project manager understands the risks involved with Trapeze's deliverables that are included in the scope of this project. The project manager ensures that tight controls are implemented to minimize these risks, and that these risks are tracked and raised to Omnitrans leadership when appropriate.
- **Change Management.** As it relates to Trapeze's deliverables included in the scope of this project, when a change is made mid-project, the project manager understands the global impact of this change and initiates the necessary actions to ensure timelines and project costs are adjusted.
- **Milestone Sign-Offs.** As each milestone is achieved, Omnitrans will be asked to sign-off on the milestone, confirming that Omnitrans is in agreement that the project is moving forward.

Communication Strategy

Effective and timely communications with all project stakeholders is critical. Success requires regular and consistent messaging to keep all stakeholders informed with relevant and up-to-date information. In order to ensure that effective communication practices are following, Trapeze will adhere to a similar communication plan as outlined below (which will be finalized during the Project Design activities):

Deliverable	Participants/ Facilitators	Frequency	Individual(s) Responsible	Recipients
Status Report	Project Team	Bi-Weekly	Trapeze Project Manager	Omnitrans and Trapeze Project Team
Project Plan	Project Team	Bi-Weekly	Trapeze and Omnitrans Project Managers	Omnitrans and Trapeze Project Team
Risks/Issues Log	Project Team	Bi-Weekly	Trapeze and Omnitrans Project Managers	Omnitrans and Trapeze Project Team

OMNITRANS'S RESOURCE REQUIREMENTS

The table below identifies the resource requirements for Omnitrans.

Resource	Description	Time Dedication	Tasks
Project Manager	The project manager coordinates all efforts between Omnitrans and Trapeze.	20% of time for duration of project.	<ul style="list-style-type: none">○ Coordinate all resources from Omnitrans.○ Coordination of conference calls and meetings, as required.○ Prepare training facilities.○ Coordinate training sessions.○ Coordinate completion of user acceptance testing.○ Coordinate Software deployment.
Subject Matter Expert	Someone with intimate knowledge of the paratransit operations	20% of time for duration of project.	<ul style="list-style-type: none">○ Participation in the completion of the operational review.○ Participation in all training sessions.○ Assist PM with completion of user acceptance testing.○ Assist with Software deployment.
System Administrator		15% of their time for the duration of the project.	<ul style="list-style-type: none">○ Provide access to Omnitrans's test and production environments as necessary.○ Participate in System administration training.○ Assist with Software deployment.
Testers	Responsible for user acceptance testing	50% of their time during the testing phase of the project.	<ul style="list-style-type: none">○ Execute user acceptance testing.

PROJECT BUDGET

The project budget presented below includes all licenses, implementation services, and expenses to implement the PASS-Web Software as described in this document.

Item	Description	Costs	
1	Software Licenses	\$85,172	
2	Implementation Services	\$81,088	
3	Expenses	\$3,650	
4	Management Discount	(\$21,293)	
	Total	\$148,617 (without tax)	Add 8% Tax = \$11,889.36

Pricing Notes:

- The Software licenses are based on the operation of up to 2,000 paratransit daily trips.
 - Licenses include the Confirm/Cancel and Trip Booking modules, as well as a license for Spanish.
- The Software will be implemented as a fixed-fee project.
- Pricing is valid until December 31st, 2018.
- Tax is an estimate only based on San Bernardino County tax rate. Rate subject to change.

Long Term Support

Item	Description	Costs
1	90 Day Warranty	<i>Included</i>
2	Year 1 Maintenance	\$17,034

Support Notes:

- For all subsequent annual renewals, the annual maintenance fee will be based on the operational characteristics of licensed use by Omnitran at that time and subject to Trapeze's then current pricing.
- The 90 day Software warranty begins upon installation in Omnitran's test environment.

Payment Terms

Below are the payment milestones to be followed throughout the implementation.

Milestone	Description	Payment
Milestone 1	Due upon contract signing.	100% of Software licenses
Milestone 2	Due upon completion of Project Kickoff meeting.	15% of services and expenses
Milestone 3	Due upon delivery of draft Project Design Document.	20% of services and expenses
Milestone 4	Due upon installation of Software in COTA's test environment.	20% of services and expenses
Milestone 5	Due upon completion of initial training session.	20% of services and expenses
Milestone 6	Due upon completion of User Acceptance Testing.	20% of services and expenses
Milestone 7	Due upon installation of Software in COTA's production environment.	5% of services and expenses

IMPLEMENTATION ASSUMPTIONS

The key assumptions that Trapeze has employed while determining the level of effort involved with this implementation are presented below.

General

- Omnitrans is responsible for the purchase and installation of any required server hardware (servers shall be preconfigured to Trapeze's specifications).
- The standard, out-of-the-box Software and solution delivery approach will be provided where all functionality will be provided as described in the most current Software literature.
- It is assumed that all Software will take advantage of the existing Trapeze infrastructure, data sources and software unless otherwise stated.
- Any services or requests that are outside the scope of this implementation will need to be addressed through a change order.
- All days quoted are up to eight (8) hours in length and are for one (1) Trapeze resource.
- A minimum of two weeks' notice will be provided by Omnitrans to Trapeze in advance of any on-site trip being scheduled. Omnitrans may be subject to additional expense charges if two weeks' notice is not provided.
- All services will be performed utilizing the most recent version the Trapeze Software at the time of contract execution.
- PASS is required to be on v16 or above.

PASS-Web

- Markup development assumes up to two (2) revisions to branding / theming as identified in the approved Design Review Document.
 - “Branding” includes theme (primary and secondary) colors, headers and logos only.
 - The standard, out of the box icons will be included as part of this implementation. No changes (moving / adding) of the icons will be permitted.
 - Only minimal text changes will be permitted – phone numbers, help text, font sizes, map center position, links in the left side menu removed/added.
 - The following are examples of markup updates that will not be permitted:
 - Moving or adding buttons outside of what is included in the out of the box Software.
 - Adjustments to the positioning of all input / output elements
 - Changes to the display of PASS-Web on Apple iOS or Android devices (tablets or mobile phones).
 - Usability deviations from the base Software functionality
 - If additional rounds of changes are requested due to modifications or deviations from the approved PDD, these changes will be considered out of scope and will need to be addressed through the Trapeze change order process.
- All services will be performed utilizing version 17 (or higher) of the PASS-Web Software, which is compatible with PASS v16 and above.
- There will be no data development support as part of this engagement.
- PASS-Web will be implemented in English and Spanish.
 - Omnitrans will be required to provide the appropriate Spanish translations.
- Trapeze will install IIS and the Rewrite module which will be used to secure the PASS-Web pages.
 - Omnitrans is responsible for obtaining a signed certificate and installing it on the Web server.
- Omnitrans is responsible for procuring and maintaining a Google Maps API key to enable the mapping and address matching functionality.
 - The Trapeze address matching functionality can still be used for street addresses, intersections and Trapeze locations/landmarks.

APPENDIX A - PRODUCT FUNCTIONALITY

PASS-WEB

Desktop & Mobile Version

The PASS-Web desktop applications are designed for desktop or laptop to allow your passengers to monitor the location of their vehicle and receive the estimated time of arrival. Also, the same application is built with a mobile first approach for your smartphone or tablet. The application automatically detects the device and browser (Desktop vs. Mobile) and adjusts the display accordingly using a responsive design.

The application is screen reader friendly for visually impaired clients designed explicitly for popular Screen Reader software such as JAWS.

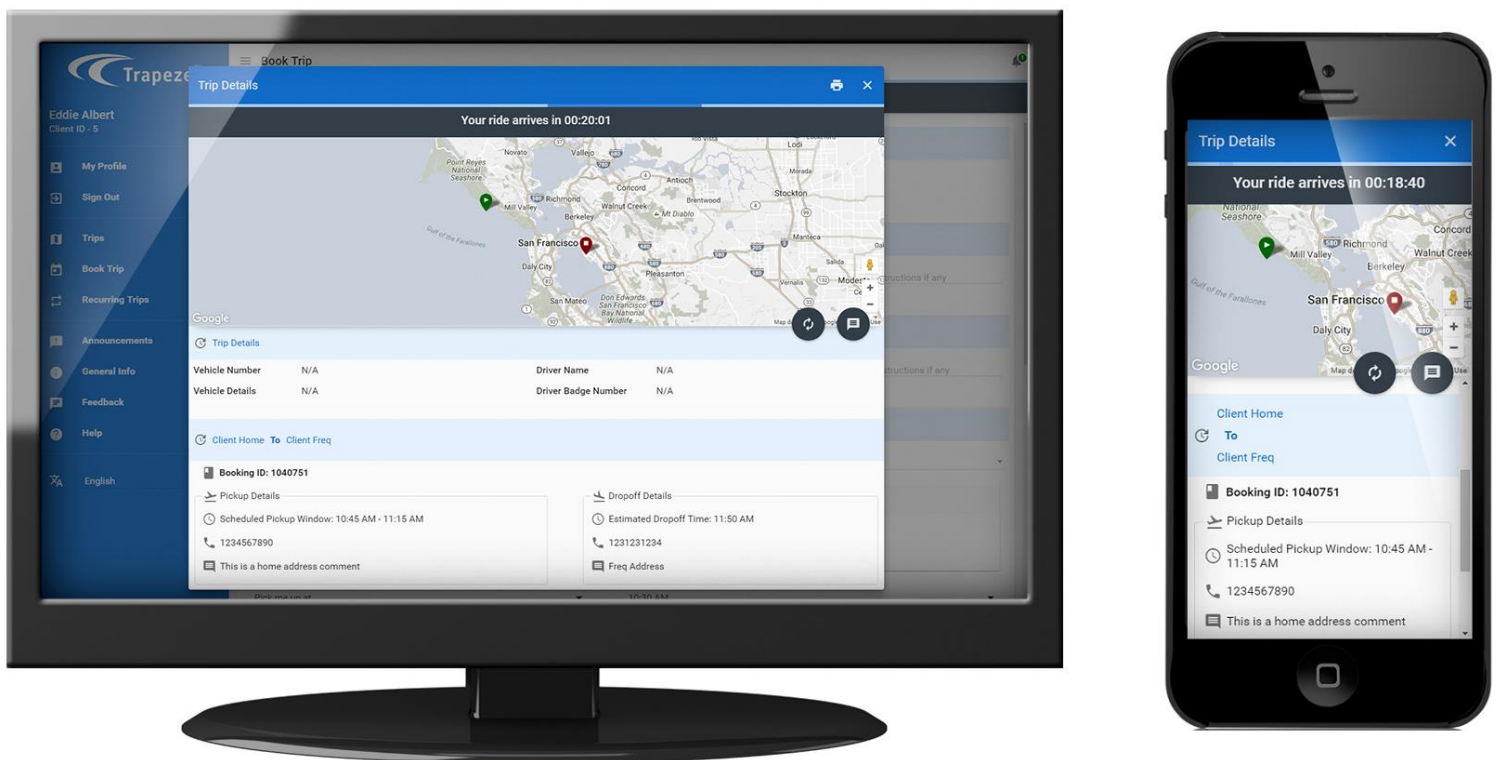


Fig 1: Desktop and Mobile View

Features

The PASS-Web browser based mobile and desktop solution allows your riders to monitor the status of their vehicle on a smartphone, tablet or desktop computer. Specific features include:

Trip Confirmation and Cancellation

- Display all subscription, casual or "on demand" trips.
- Cancel bookings functionality.
- View trips by week, month, past or future.
- View trip details, including date, time, purpose, provider, origin/destination addresses, and status of trip (scheduled, unscheduled, no-show, and cancelled).
- Update travel plans, editing subscriptions and cancelling trips.
- View and edit personal profile information including client addresses, contact information, service providers, funding sources, payment histories.

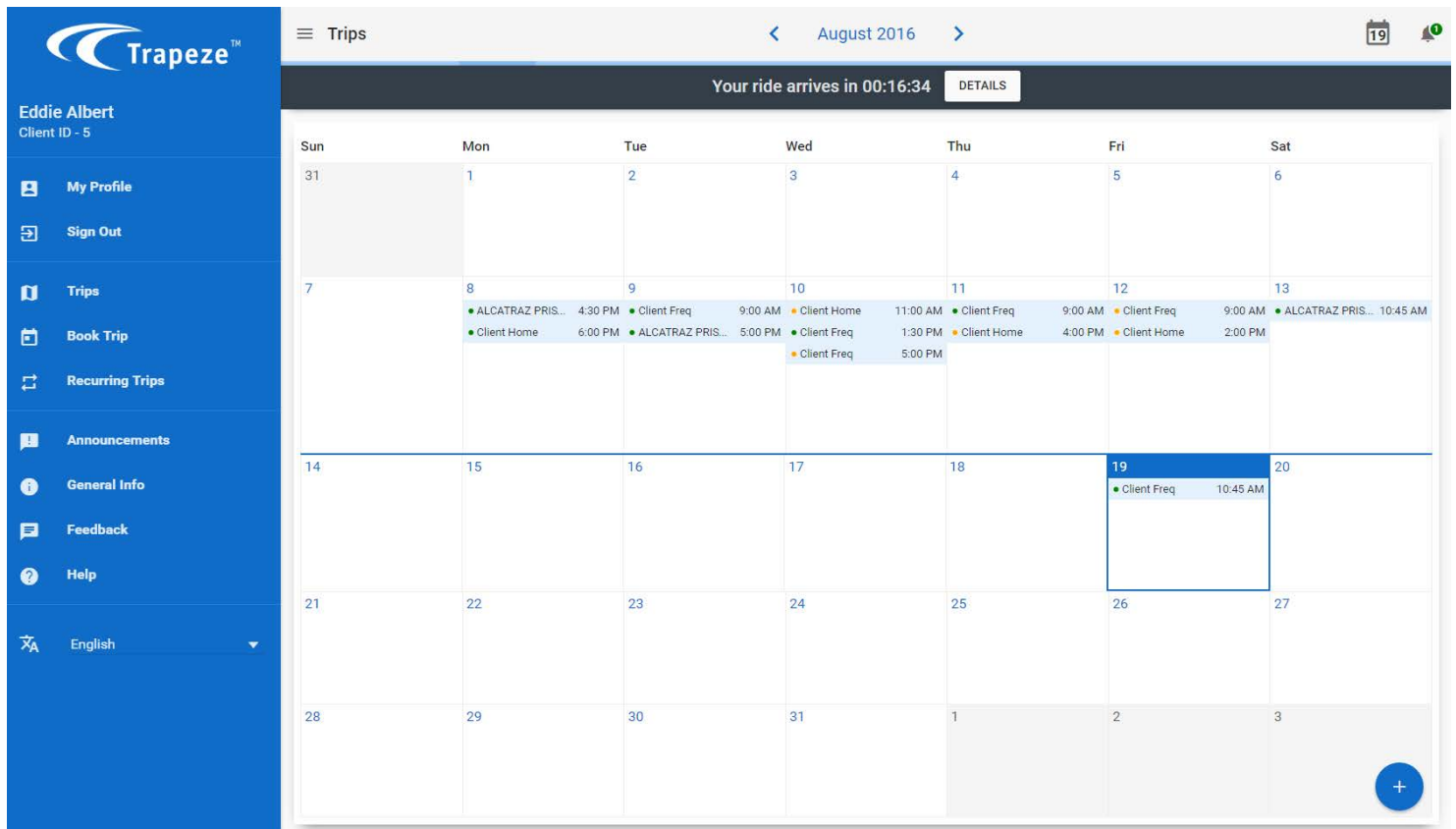
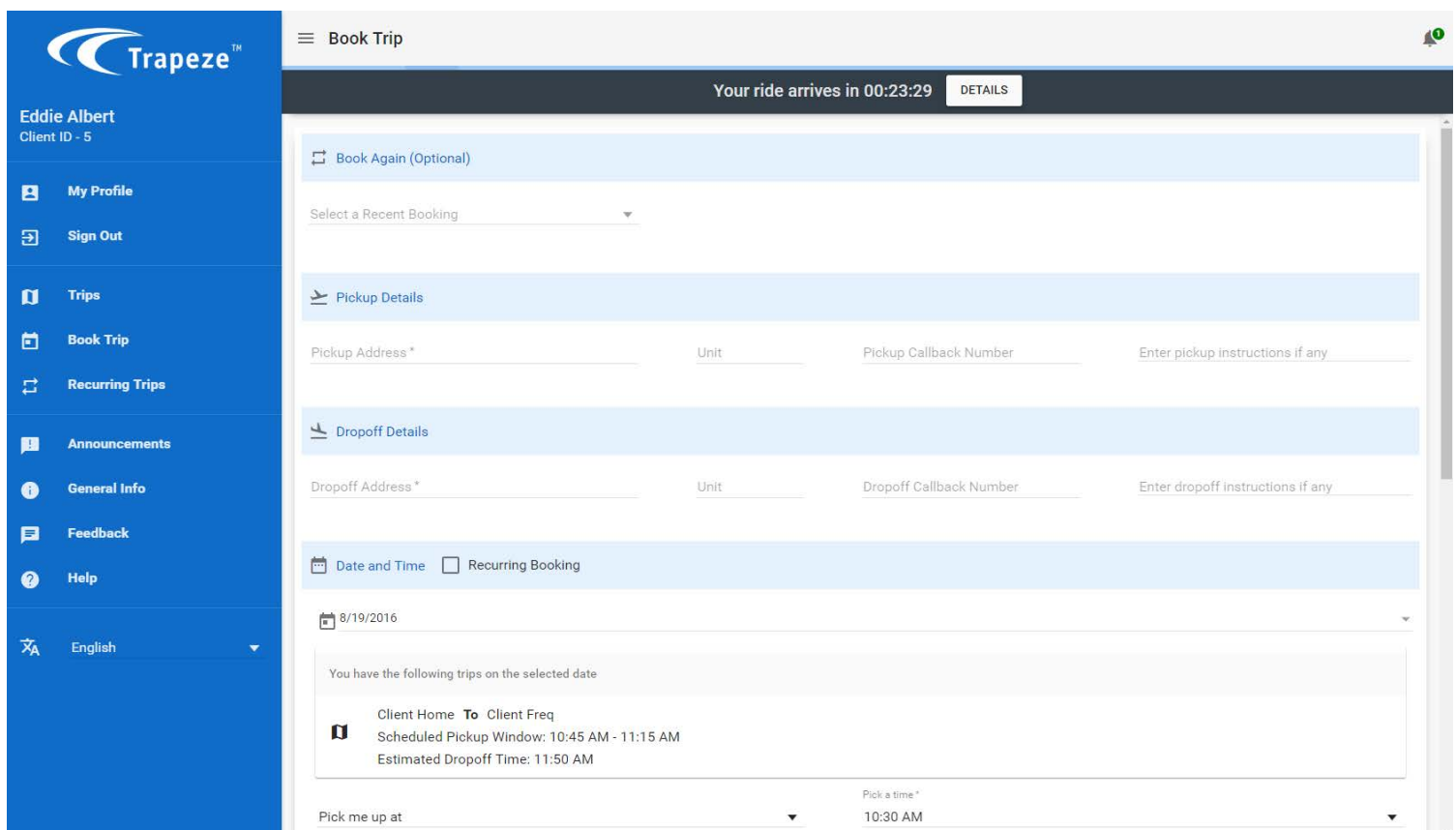


Fig 2: Trips Calendar View

Trip Booking

- Request casual or subscription trips, specifying dates, times, pick-up and drop-off locations, reasons for travel, additional passengers.
- Book or schedule trips using the PASS algorithms.
- Quickly generate new requests based on previous bookings.
- Include special comments or instructions regarding pick-ups.
- System notifies user whether request has been booked, scheduled, refused or has failed.



The screenshot shows the 'Book Trip' interface in the Trapeze PASS-Web application. The left sidebar contains the user's name 'Eddie Albert' (Client ID - 5) and navigation links for My Profile, Sign Out, Trips, Book Trip, Recurring Trips, Announcements, General Info, Feedback, and Help. The main content area is titled 'Book Trip' and shows a countdown timer 'Your ride arrives in 00:23:29' with a 'DETAILS' button. Below this, there are sections for 'Book Again (Optional)', 'Pickup Details', and 'Dropoff Details'. Each section has input fields for address, unit, callback number, and instructions. The 'Date and Time' section shows a calendar for 8/19/2016 and a list of existing trips for that date, including a scheduled pickup window from 10:45 AM to 11:15 AM and an estimated dropoff time of 11:50 AM. At the bottom, there are dropdown menus for 'Pick me up at' and 'Pick a time'.

Fig 3: Trip Booking View

Where's My Ride

- Pick-up and drop-off location viewed on a Google map
- Includes a display of the vehicle details (vehicle number, vehicle type) and location
- Includes driver information (name, badge, number) of the approaching pick-up vehicle

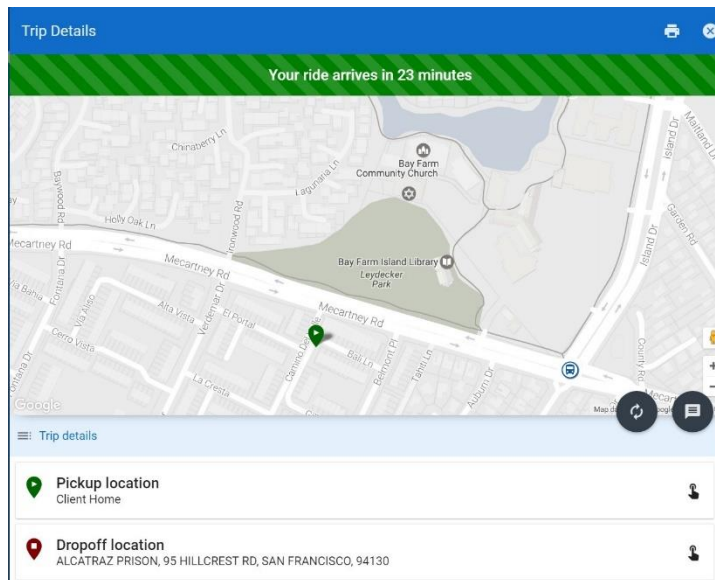


Fig 4: Where's My Ride View