

PROFESSIONAL SERVICES AGREEMENT
Computer Aided Dispatch/Automatic Vehicle Location System
(Title of Project)

FY 24-28 Fund # 6500 Cost Center 65200 Object Code 54250 Project # _____ Amount \$ 659,000

For multi-year contracts or contracts with multiple accounts:

FY <u>24</u>	Fund # <u>6500</u>	Cost Center <u>65200</u>	Object Code _____	Project # _____	Amount \$ _____
FY <u>25</u>	Fund # <u>6500</u>	Cost Center <u>65200</u>	Object Code _____	Project # _____	Amount \$ _____
FY <u>26</u>	Fund # <u>6500</u>	Cost Center <u>65200</u>	Object Code _____	Project # _____	Amount \$ _____
FY <u>27</u>	Fund # <u>6500</u>	Cost Center <u>65200</u>	Object Code _____	Project # _____	Amount \$ _____
FY <u>28</u>	Fund # <u>6500</u>	Cost Center <u>65200</u>	Object Code _____	Project # _____	Amount \$ _____

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into and effective as of September 18, 2023 ("Effective Date"), by and between the City of Petaluma, a
(city use only)

municipal corporation and a charter city ("City") and GMV Syncromatics Corp., a transportation technology Contractor ("Contractor") (collectively, the "Parties").

WHEREAS, the Parties enter into this Agreement for the purpose of Contractor providing professional services and certain products to City under the terms and conditions set forth herein.

THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1. **Services.**

Contractor shall provide the services ("Services") and products ("Products") comprising the Intelligent Transportation System ("ITS") as described in and in accordance with the schedule set forth in Exhibit "A" attached hereto and incorporated herein (the "Project"). Except as otherwise expressly provided in this Agreement, this Agreement does not authorize the Contractor to perform any services in addition to those specified in Exhibit A. The City has no obligation to award any additional Services to the Contractor. Any additional Services awarded to the Contractor pursuant to this Agreement will be in the sole discretion of authorized representatives of the City and shall be added to Exhibit A in accordance with Section 24, Amendment, of this Agreement.

2. **Compensation; Business Tax Certificate.**

- A. For the performance of the Services and delivery of the Products as described herein for the Initial Term (as defined below), City shall compensate Contractor in accordance with Exhibit A.
- B. All fees owed to the Contractor shall be paid pursuant to the payment and deliverables schedule (the "Contract Milestones") set forth in Exhibit A.
- C. Contractor shall be compensated for products and services in addition to those described in Exhibit A, only if Contractor and City execute a written amendment to this Agreement describing the additional services to be performed and the compensation to be paid for such services. Any additional Products and/or Services

requested or optioned by City, annual service fees, each Term Extension (as defined below) optioned by City, and each extended warranty optioned by City shall be subject to City's payment of additional fees in accordance with the Proposal or as otherwise mutually agreed upon by the Parties in writing. Should City purchase any optional items following the Deployment Acceptance Date (as defined below), Contractor shall pro-rate any service fees for such options for the remainder of the Term from the applicable In Service Date (as defined below) for such options. In no case shall the total compensation under this Agreement exceed \$655,000 without prior written authorization of the City Manager. Further, no compensation for a section or work program component attached with a specific budget shall be exceeded without prior written authorization of the City Manager.

- D. Notwithstanding any provision herein, Contractor shall not be paid any compensation until such time as Contractor has on file with the City Finance Department a current W-9 form available from the IRS website (www.irs.gov) and has obtained a currently valid Petaluma business tax certificate.
- E. City's obligation to pay compensation to Contractor as provided herein is contingent upon Contractor's performance of the Services pursuant to the terms and conditions of this Agreement and any amendments thereto.
- F. For each Product installed that has an associated maintenance/support fee, the first of the month following installation of that Product on all agreed-upon vehicles will be considered the date on which warranty term and services begin (the "In Service Date") and upon which the recurring fees are timed, regardless of when the fees are actually paid.
- G. The fees due hereunder exclude all state and local sales, service, use, and similar taxes (collectively, "Taxes") except to the extent any such taxes are specifically set forth in the Proposal and/or Contract Milestones. All Taxes are the sole responsibility of City. Any taxes set forth in the Proposal and/or Contract Milestones are based on the tax rate in effect at the time of execution of this Agreement and any changes in the rate that occur during the Term of this Agreement shall result in an increase or decrease in the amount of Tax charged, as applicable.
- H. Deployment, Operations, and Acceptance. Contractor shall install and configure the Products and Services as set forth in the Proposal, as may be modified by mutual written agreement of the Parties in accordance with section 24.
 - 1. Contractor shall work with City to finalize a plan and schedule for the installation, configuration, training and testing of the Project. City shall appoint a person to be the designated point of contact (the "POC") between Contractor's Project Manager (the "PM") and City relating to all decision-making, operational requests for support and approval of elements of the Project as deployment proceeds.
 - 2. The POC and PM shall work together to determine the method of delivery of the Products and the Services, and assign responsibilities as between City and Contractor. The POC's support during the deployment is especially important to

enable the PM to deliver a functional system pursuant to the Proposal. To assist City in understanding the support needed from the POC and City, additional terms for the Project are included in Exhibit G attached hereto.

3. **Milestone Completion:** Upon fulfillment of each milestone as described in Attachment B (each, a “Milestone Completion”), Contractor shall provide written notice to City that the specific contract milestone has been fulfilled. Thereafter, City shall have a period not to exceed ten (10) days (the “Milestone Acceptance Period”) in which to review and/or conduct additional inspection, at the end of which time or earlier, City shall issue a written Milestone Acceptance notification to Contractor or dispute Milestone Completion with specific reason(s) for dispute, in writing. Should City not issue a Milestone Acceptance notification or dispute Milestone Completion in the manner described above, the Milestone Acceptance notification shall automatically be deemed to be issued the day after the date on which the applicable Milestone Acceptance Period concludes.

4. **Deployment Acceptance:**

i. Upon written notice from Contractor to City that Contractor has completed delivery of the base system (the “Notice of Completion”), City shall have a period not to exceed thirty (30) days (the “Deployment Acceptance Period”) in which to conduct testing and validation of the base system as a whole, at the end of which time or earlier, City shall issue a written Deployment Acceptance notification. The Deployment Acceptance Checklist (“Checklist”) of agreed upon deliverables and system functionality are included in Exhibit F attached hereto.

ii. Should City identify during the Deployment Acceptance Period any portion of the base system that does not perform as stipulated in the Checklist, it shall provide written notice to Contractor (each, a “Correction Notice”) identifying in reasonable detail the deficiencies of such item(s) and shall allow Contractor sufficient time to correct same. Should fifteen (15) days elapse from the date of Notice of Completion yet there remain outstanding issues identified in a Correction Notice, the Deployment Acceptance Period shall be extended to the date that is fifteen (15) days after Contractor initially provides notice to City of the corrections being completed. Thereafter, the Parties shall repeat the process set forth in Section 2(H)(4)(i) and this Section 2(H)(4)(ii) until the Deployment Acceptance notification is issued; provided, however, that if City reasonably rejects one or more item(s) comprising the base system on at least two (2) occasions, the deliverable will be deemed rejected (a “Rejected Deliverable”) and the Parties will reasonably agree upon a credit to be provided City for such Rejected Deliverable, which such credit shall be proportional to the degree to which such Rejected Deliverable comprised the overall base system. The foregoing sets forth City’s exclusive remedy and Contractor’s sole liability and obligation with respect to any Rejected Deliverable.

iii. Should City not issue a Deployment Acceptance notification within the Deployment Acceptance Period (as may have been extended pursuant to Section 2(H)(4)(ii) above) then, other than with respect to any Rejected Deliverable, the Deployment Acceptance notification shall automatically be deemed to be issued

the day after the date on which the Deployment Acceptance Period concludes. The date on which the Deployment Acceptance notification is issued shall be the "Deployment Acceptance Date".

Notwithstanding anything contained in this Agreement to the contrary, fees paid or payable for Products and Services for which a Milestone Acceptance notification or Deployment Acceptance notification has been issued are, except as expressly set forth herein, non-cancellable and non-refundable.

3. **Term.** The term of this Agreement commences on the Effective Date and terminates on the date that is five (5) years after the In Service Date (the "Initial Term"), unless sooner terminated in accordance with Section 4. City shall have the right to extend the term in its sole discretion, provided that (i) it provides Contractor with notice of its intent to extend the Term no more than six (6) months and no less than two (2) months prior to the end of the then-current Term, (ii) City specifies the length of the desired extended term, and (iii) City and Contractor mutually agree to the additional cost for the optional term extension (each, a "Term Extension"). The Initial Term and all Term Extensions shall collectively be referred to as the "Term". Upon termination, any and all of City's documents or materials provided to Contractor and any and all of the documents or materials prepared for City or relating to the performance of the Services, shall be delivered to the City as soon as possible, but not later than fourteen (14) business days after termination of the Agreement.

4. **Termination.**

Termination for Convenience:

City may terminate this Agreement at any time for reasons related to unexpected funding shortfall by giving no less than sixty (60) days' notice and specifying the effective date thereof.

Termination for Cause:

City or Contractor may immediately terminate or suspend this Agreement for cause if the other Party is in material default or breach of one or more of the material terms of this Agreement. The non-breaching Party shall first have given the breaching Party written notice stating with specificity the reason for the termination or suspension and a period of at least sixty (60) days to cure the default or breach. Cause for termination or suspension pursuant to the foregoing shall include, but not be limited to, any breach of this Agreement by the other Party or the other Party's bankruptcy or insolvency. Upon receipt of notice of termination or suspension for cause, Contractor shall immediately stop all work in progress under this Agreement. In the event of early termination of this Agreement, Contractor shall be entitled to payment for (i) all Products and Services for which a Milestone Acceptance notification or Deployment Acceptance notification has been issued, (ii) the costs incurred by Contractor in winding-down contract performance (including with respect to any subcontractor agreements), and (iii) all materials delivered and/or installed, Products purchased and Services rendered, and all other work performed in furtherance of this Agreement by Contractor or any of its subcontractors prior to the effective date of

termination (other than that included in subsection (i) above) based on a pro rata share of the total compensation provided for in this Agreement. Notwithstanding the foregoing, should City reasonably deem any Product or Service provided by Contractor to be deficient in one or more respects and such deficiencies do not affect the core functionality of the Project in a material manner, City shall not have the right to terminate this Agreement or file any claim, action, or proceeding for such deficiencies and, instead, will rely solely on its right to receive an equitable adjustment in the amount payable by City for such Product or Service, as applicable.

5. **Contractor's Representation; Independent Contractor.** Contractor represents that Contractor possesses distinct professional skills in performing the Services. City has relied upon said representation as a material inducement to enter into this Agreement. Contractor shall, therefore, provide properly skilled professional and technical personnel to perform all Services under this Agreement. It is expressly understood that Contractor and its agents and employees, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of City. This Agreement shall not be construed as an agreement for employment.

6. **Facilities and Equipment.**

6.1 **Cellular Connections, Use of Third Party Data Connections.** City shall provide a recommendation to Contractor prior to the procurement of any hardware based on which (if any) cellular provider City prefers or believes to provide better cellular service in the service area. As available, City shall provide the ability for in-vehicle hardware provided by Contractor to connect to Contractor's data center through the use of previously-installed broadband connection devices ("Third Party Connections"). Contractor will be provided an opportunity to conduct a preliminary investigation to determine whether the Third-Party Connections are a viable alternative to the use of Contractor's proposed standalone cellular connection. Contractor will need to validate the software and hardware connectivity in a test environment to make a final determination. The Parties each acknowledge that any such Third Party Connection is operated in conjunction with a separate entity that is not a Party to this Agreement, and no warranty, express or implied, is included in this Agreement with respect to the reliability of such equipment or its data service. Contractor shall not have any responsibility for the functionality, reliability, or maintenance of the Third Party Connections, which shall be the sole responsibility of City. In the event that City and Contractor find that the Third Party Connection is unsuitable for their needs, Contractor may provide separate, optional costs for an independent cellular connection which City may elect to implement at its sole discretion.

7. **Licenses, Permits, Etc.**

7.1 Contractor shall, at Contractor's sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits or other such approvals which are legally required for performing the Services.

7.2 Subject to the terms of this Agreement, Contractor grants City a non-exclusive license to use the central hosted software component of the Intelligent Transportation

System (“ITS Software”) as provided for in this Agreement and the Proposal. The ITS Software is offered as a fully managed system for which City shall have a right to use and receive all upgrades free of charge, provided recurring service fees are paid. The onboard vehicle components are the exclusive and permanent property of City (subject to City’s payment hereunder) and may be used by City for any purpose, independent of the ITS Software. City shall also be entitled to receive software upgrades to onboard hardware, free of charge as Contractor may release them during the Term of this Agreement at Contractor’s discretion.

7.3 Contractor shall provide a full replacement warranty on all Products provided hereunder for a standard period of one (1) year, with the exception of the Mobile Data Terminal (“MDT”) which shall be two (2) years. The warranty is such that if any Product shall fail to perform as specified in the Proposal, upon receiving written notice of such failure, Contractor shall replace such Product as specified in the Proposal at no cost to City. Warranty dates for each Product (including optional items) shall begin on each Product’s applicable In Service Date. Replacement of Products shall only occur for a failure of the Product itself when used properly, and not for any damage to the unit caused by the intentional or negligent acts or omissions of a party other than Contractor or its officers, directors, or employees.

7.4 Contractor shall provide technical support to City and also be responsible for the maintenance and operation of the ITS system as specified in the Proposal. Contractor warrants that the ITS system shall, when used as contemplated herein and in the Proposal, perform in all material respects to the specifications. The specific terms of Contractor’s service level agreement are contained in the Service Level Agreement attached hereto as Exhibit E. The Service Level Agreement provides that Contractor shall make available to City free upgrades to software at such time as Contractor publicly releases new versions or new features. Contractor is a software company engaged in continuous software development. While not all new features and products developed by Contractor are anticipated to be free of charge, City can generally anticipate one or more new, free features per year and as many as one new software update (either to the back end system or the installed MDT software) per month.

8. **Time.** Contractor shall devote such time to the performance of the Services as may be reasonably necessary for satisfactory performance of Contractor’s obligations pursuant to this Agreement.
9. **Inspection.** Contractor shall provide the City every reasonable opportunity to ascertain that the Services are being performed in accordance with the requirements and intentions of this Agreement. All work done, and materials furnished, if any, shall be subject to inspection and approval by the City in accordance with this Agreement. The inspection of such work shall not relieve Contractor of any of its obligations pursuant to this Agreement.
10. **Progress Reports.** Upon the City’s request, Contractor shall provide, in a form acceptable to City, written progress reports of all oral and written observations, opinions,

recommendations, analyses, progress and conclusions related to Contractor's performance of the Services.

11. **Confidentiality.**

11.1 In the course of this Agreement, each Party may have access to trade secrets and confidential information of the other Party, disclosure of which is protected or limited by law. "**Confidential Information**" means all information disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances surrounding disclosure. Confidential Information of each Party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such Party. Notwithstanding the foregoing, Confidential Information shall not include any information that (i) is or becomes generally available to the public other than as a result of a disclosure by Receiving Party in violation of this Agreement, (ii) was in the possession of or known to the Receiving Party on a non-confidential basis prior to its disclosure by the Disclosing Party, (iii) is disclosed to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, which such source is entitled, to the Receiving Party's knowledge, to make the disclosure, or (iv) was independently developed by the Receiving Party without reference to or use of such Confidential Information of the Disclosing Party. Each Party shall not directly or indirectly disclose or use any such Confidential Information, except as required for the performance of the Services.

11.2 As between the Parties, each Party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) and will not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement.

11.3 The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior written notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

12. **Conflict of Interest.**

A. Contractor represents that it presently has no interest, and covenants that it shall not knowingly acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services hereunder. Contractor further covenants that, in the performance of this Agreement, it shall not employ any subcontractor or person that, to Contractor's knowledge, has such a conflict of interest. Contractor represents that no one who has or will have any financial interest under the Agreement is an officer or employee of City. If such conflict of interest arises during this Agreement or any extension, Contractor will immediately advise City and City may, at its sole discretion, immediately terminate this Agreement. Certain Contractors are subject to the requirements, including the disclosure and reporting

requirements, of the City's Conflict of Interest Code adopted pursuant to the Political Reform Act. Such Contractors subject to the City's Conflict of Interest Code include those whose work may involve: making government decisions regarding approval or adoption of rates, rules, or regulations, action on permits or other applications, authorization to enter into or modify contracts, or approval of plans, designs, reports, or studies. Contractor agrees to comply fully with all such requirements to the extent they apply to Contractor's performance of the Services.

- B. Certain contractors, in addition to being subject to the City's Conflict of Interest Code, may be subject to other conflict of interest prohibitions, including those in the Political Reform Act, Government Code Section 81000 and following, and Section 1090 and following of the Government Code. The Political Reform Act prohibits public officials, employees and certain contractors from participating in making governmental decisions that the official, employee or consultant knows or has reason to know will result in a material financial effect on their economic interests. Government Code Section 1090 and following prohibits government officials, employees, and certain contractors from participating in making government contracts in which the official, employee or contractor has a financial interest. As a result of the financial interest City contractors have in their City contracts, the Section 1090 prohibition regarding City contractors focuses on whether a contractor is or would be "making a government contract" in a quasi-governmental capacity for purposes of Section 1090. Section 1090 prohibits City contractors from using their role as a contractor to influence how the City spends the public's funds in a way that benefits the contractor. As a result, Section 1090 may in certain circumstances prohibit the Contractor from responding to solicitations for, or being awarded, subsequent contracts that result from or relate to the Services performed pursuant to this Agreement. Penalties for violating Section 1090 are severe, and may include felony criminal penalties, permanent disqualification from holding public office in California, disgorgement of any benefit received by the financially interested contractor, civil and administrative penalties, and voiding of the prohibited contract.
13. **Contractor No Agent.** Except as the City may otherwise expressly specify in writing, the Contractor shall have no authority, express or implied, to act or transact on behalf of City in any capacity whatsoever, including advising or representing the City concerning City public contracts as an agent of the City. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
14. **Standard of Performance.** Contractor shall perform all the Services in a manner consistent with the standards of Contractor's profession. All instruments of service of whatsoever nature, which Contractor delivers to City pursuant to this Agreement, shall be prepared in a substantial, workmanlike manner and conform to the standards of Contractor's profession. All such instruments of service shall become the sole and exclusive property of City upon delivery of the same.
15. **Assignment/Transfer.** No assignment or transfer in whole or in part of this Agreement shall be made without the prior written consent of City.

16. **Subcontractors.** Contractor shall directly perform all Services, and shall not subcontract any portion of performance of the Services without the prior written consent of City; Any such subcontractors shall be required to comply, to the full extent applicable, with the terms and conditions of this Agreement to the extent applicable to such subcontractors, including but not limited to, procuring and maintaining insurance coverage as required herein and which shall name City as an additional insured.
17. **Compliance With All Laws.** Contractor shall fully comply with all applicable local, state and federal rules, laws, regulations and ordinances pertaining to the performance of the Services required hereunder, including but not limited to, the federal laws and regulations set forth in Exhibit A, which is attached hereto and incorporated herein by reference, the California Building Standards Code as in effect in the City, the Americans with Disabilities Act, and any laws and regulations related to any copyright, patent, trademark or other intellectual property right involved in performance of the Services. Contractor's failure to comply with any law(s) or regulation(s) applicable to the performance of the Services hereunder shall constitute a material breach of this Agreement. To the extent that any other government agency or entity provides compensation for any Services, Contractor shall comply with all rules and regulations applicable to such fiscal assistance of which Contractor is notified in writing.
18. **Living Wage Ordinance.** Without limiting the foregoing Section 17, Contractor shall comply fully with all applicable requirements of Petaluma Municipal Code, Chapter 8.36, Living Wage (the "Living Wage Ordinance"), as the same may be amended from time to time. Upon the City's request Contractor shall promptly provide to the City documents and information verifying Contractor's compliance with the requirements of the Living Wage Ordinance, and shall within fifteen (15) calendar days of the Effective Date of this Agreement, notify each of its affected employees as to the amount of wages and time off that are required to be provided to them pursuant to the Living Wage Ordinance. The Acknowledgement and Certification Pursuant to City of Petaluma Living Wage Ordinance, attached to this Agreement as Exhibit C, shall be a part of this Agreement for all purposes, and Contractors that are subject to Living Wage Ordinance requirements, as determined by the City, must provide a properly completed Exhibit C in accordance with the requirements of the Living Wage Ordinance. Contractor's noncompliance with the applicable requirements of the Living Wage Ordinance shall constitute cause for City's termination of this Agreement pursuant to Section 4 hereof.
19. **Discrimination.** During the performance of this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, ancestry, gender, sexual orientation, age or physical or mental disability in violation of any applicable law.
20. **Notice.** Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice

delivered to the other Party in accordance with this Section. All such notices shall be sent by:

- (i) personal delivery, in which case notice is effective upon delivery;
- (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;
- (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service; or
- (iv) facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a nonbusiness day.

City: City Clerk
City of Petaluma
Post Office Box 61
Petaluma, California 94953
Phone: (707) 778-4360
Fax: (707) 778-4554
Email: cityclerk@cityofpetaluma.org

And:
Jared Hall, Transit Manager
City of Petaluma, Public Works & Utilities Dept.
555 N. McDowell Blvd
Petaluma, CA 94954
Phone: 707-778-4421
Fax: 707-776-3799
Email: Jhall@cityofpetaluma.org

Contractor: Alex Fay, Chief Commercial Officer
GMV Syncromatics
700 S Flower Street, Suite 470
Los Angeles, CA 90017
Phone: 213-973-1209
Fax: _____
Email: alex@gmvsync.com

21. **Ownership of Documents.**

All original papers, documents or computer material on disk or microfilm, and copies thereof, produced as a result of this Agreement, shall be the property of City and may not be used by Contractor without the written consent of City. Copies of such documents or

papers shall not be disclosed to others without the written consent of the City Manager or his or her designated representative. Notwithstanding this provision or any other provision in this Agreement to the contrary, the City and the Contractor shall each own all right, title and interest in and to any intellectual property authored by or on behalf of the City or the Contractor related to the Services. The City shall have an irrevocable, royalty-free, world-wide, fully-paid-up, non-exclusive license to use and authorize others to use any intellectual property of the Contractor included in the work products produced as part of the performance of the Services pursuant to this Agreement.

22. **Indemnification, Disclaimers, and Limitation of Liability.**

- A. With respect to commercial general liability, to the maximum extent permitted by law, Contractor shall, at its own expense, indemnify, defend with counsel acceptable to the City, (which acceptance will not be unreasonably withheld), and hold harmless City and its officers, officials, employees, agents and volunteers (“Indemnitees”) from and against any and all liability, loss, damage, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, civil penalties and fines, expenses and costs (including, without limitation, claims expenses, attorney’s fees and costs and fees of litigation) (collectively, “Liability”) of every nature, whether actual, alleged or threatened, arising out of or in connection with any bodily injury or death, or loss of or damage to property to the extent due to any negligent act or willful misconduct of the Contractor’s performance of the Services or Contractor’s failure to comply with any of the terms of this Agreement, regardless of any fault or alleged fault of the Indemnitees.
- B. With respect to professional liability, notwithstanding the foregoing or any other provision in this Agreement, to the maximum extent permitted by law, Contractor shall indemnify, defend and hold harmless the Indemnitees from Liability arising out of or in connection with the negligence, recklessness, or willful misconduct of Contractor.
- C. The obligations of the indemnifying Party (the “Indemnifying Party”) under this Section 22 shall be subject to the Party seeking indemnification (the “Indemnified Party”) (i) promptly notifying the Indemnifying Party in writing of Claims for which the Indemnified Party seeks indemnity, and (ii) providing the Indemnifying Party with reasonable information and assistance in defending or settling the Claim. The Indemnified Party agrees not to make any admission that might be prejudicial to the Indemnifying Party. The Indemnifying Party must respond within 30 calendar days to any tender of defense and indemnity by the Indemnified Party unless the time for responding has been extended by an authorized representative of the Indemnifying Party in writing. In the event that the Indemnified Party must file responsive documents in a matter tendered to the Indemnifying Party in accordance with this Section prior to the Indemnifying Party’s acceptance of tender, where such matter is subject to tender pursuant to this Agreement, the Indemnifying Party agrees to fully reimburse all reasonable costs, including but not limited to attorney’s fees and costs and fees of litigation, incurred by the Indemnified Party in filing such responsive documents.

- D. Notwithstanding the foregoing, to the extent this Agreement is a “construction contract” as defined by California Civil Code Section 2783, as may be amended from time to time, Contractor’s duty to indemnify under this provision shall not apply when to do so would be prohibited by California Civil Code Section 2782, as may be amended from time to time.
- E. Notwithstanding the foregoing, to the extent that the Services include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Contractor’s duty to indemnify shall only be to the maximum extent permitted by California Civil Code Section 2782.8.
- F. Except as expressly set forth in this agreement, (i) the products, services, software, its system, and project, and all information, services, content and materials provided in connection therewith, are provided and distributed on an “as-is” and “as-available” basis without warranties of any kind whatsoever; (ii) contractor makes no warranties of any kind (whether express, statutory, implied or otherwise) to city or any other third party; and (iii) contractor specifically disclaims any and all other warranties, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement, with respect to all products, services, software, and the its system, or otherwise related to this agreement or the project. City acknowledges that contractor does not control the transfer of data over communications facilities, including the internet, and that the products, services, software, and its system may be subject to limitations, delays and other problems inherent in the use of such communications facilities. Contractor is not responsible for any delays, delivery failures, or other damage resulting from such issues.
23. **Insurance.** Contractor shall comply with the “Insurance Requirements for Contractors” in Exhibit B, attached hereto and incorporated herein by reference.
- City reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. City’s failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or City’s failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
24. **Amendment.** This Agreement may be amended only by a written instrument executed by both Parties.
25. **Litigation.** If litigation ensues which pertains to the subject matter of Contractor’s services hereunder, Contractor, upon request from City, agrees to testify therein at a reasonable and customary fee.
26. **Construction.** This Agreement is the product of negotiation and compromise on the part of both Parties and that the Parties agree that, notwithstanding Civil Code Section 1654,

any uncertainty in the Agreement shall not be construed against the drafter of the Agreement.

27. **Governing Law; Venue.** This Agreement shall be enforced and interpreted under the laws of the State of California and the City of Petaluma. Any action arising from or brought in connection with this Agreement shall be venued in a court of competent jurisdiction in the County of Sonoma, State of California.
28. **Non-Waiver.** Either Party's failure to enforce any provision of this Agreement or the waiver thereof in a particular instance shall not be construed as a general waiver of any part of such provision. The provision shall remain in full force and effect.
29. **Severability.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
30. **No Third-Party Beneficiaries.** The Parties do not intend to create, and nothing in this Agreement shall be construed to create any benefit or right in any third party.
31. **Mediation.** The Parties agree to make a good faith attempt to resolve any dispute arising out of this Agreement through mediation prior to commencing litigation. The Parties shall mutually agree upon the mediator and shall divide the costs of mediation equally.
32. **Contractor's Books and Records.**
 - A. Contractor shall maintain any and all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to the City for a minimum period of three (3) years or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement.
 - B. Contractor shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years or for any longer period required by law, from the date of termination or completion of this Agreement.
 - C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at Petaluma City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.
 - D. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be

maintained in Petaluma City Hall. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor in interest.

33. If either Party's performance of obligations under this Agreement is delayed, interrupted, or interfered with due to any event or circumstance beyond the reasonable control of such Party, including, but not limited to: fire, explosion, casualty, lockout, strike, labor conditions, embargo, unavoidable accident, riot, war or other hostilities, civil disturbance, earthquake, flood, landslides or any other natural disaster, pandemic, epidemic, or other acts of God, failure of third parties (including suppliers or subcontractors) to perform their obligations to Contractor, or by the enactment, issuance, or operation of any municipal, county, State, or federal law, ordinance or executive, administrative, or judicial regulation, order or decree, or by any local or national emergency (collectively, the "Force Majeure"), such Party shall be excused from performance of this Agreement for a period equal to any such delay, interruption, or interference and therefore, if this Agreement specifies a time period for performance of an obligation of either Party, that time period shall be extended by the period of any delay in such Party's performance caused by the Force Majeure.
34. **Headings.** The headings used in this Agreement are for convenience only and are not intended to affect the interpretation or construction of any provisions herein.
35. **Survival.** All obligations arising prior to the termination or expiration of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination or expiration of this Agreement.
36. **Entire Agreement.** This Agreement, including the exhibits attached hereto and incorporated herein, constitutes the entire agreement between the Parties with respect to the Services Products, and Project, and supersedes all prior agreements or understandings, oral or written, between the Parties in this regard.
37. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which will be deemed a single agreement, and may be executed by exchange of electronic signatures exchanged via electronic transmission.

IN WITNESS WHEREOF, the parties hereto have executed this document the day, month and year first above written.

CITY OF PETALUMA

CONTRACTOR

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

By Seth Larson
Name

CFO
Title

8700 S Flower St #470
Address

Los Angeles CA 90017
City State Zip

20-5349016
Taxpayer I.D. Number

L-0957293
Petaluma Business Tax Certificate Number

Exhibits A

SCOPE OF SERVICES

GENERAL

This scope of services outlines terms for procuring professional services for a computer-aided dispatch/ automatic vehicle location (CAD/AVL) system for fixed-route services for the City of Petaluma via this solicitation.

Any revisions to this Scope of services will be issued and distributed as Addenda.

CONTRACTOR shall assist the CITY in implementing a new CAD/AVL system that will advance the CITY's ability to make safer, more reliable, and more timely transit service decisions. The objective is to provide better service management, performance, customer information, and better operational plans and schedules through a set of integrated technologies. The integration and installation of the CAD/AVL system will be performed as described in response to Request for Proposal No. 20-08 (issued in conjunction with the Napa Valley Transportation Authority and will apply to the CITY fixed route bus fleet (currently 14 vehicles).

TERM OF CONTRACT

The term of this project beginning September 18, 2023 through the date that is five (5) years after the In Service Date, (the "Initial Term").

DEFINITIONS

1. "City" refers to the City of Petaluma, a California Charter City and municipal corporation.
2. "Days" refers to working days of the City of Petaluma when used in context to working days of the Federal Government when used in context with FTA.
3. "File" or "submit" refer to the date of receipt by the City and/or FTA.
4. "Local" as used herein, refers to the City of Petaluma, County of Sonoma, and the State of California. When used in conjunction with the phrase "laws and regulations" it is construed to mean only those laws or regulations associated with the provision of public mass transportation and the use of public funds. It is not construed to include the purchasing and/or protest procedures used by either of the aforementioned entities.
 - a. "RFP" or "Request For Proposals" as used herein, also includes the term "offer" or "RFP" as used in the context of negotiated procurements.
5. "AVL/CAD or Automatic Vehicle Location System, or AVL CAD" (computer assisted dispatching) system that supports and is integral to Petaluma Transit fixed route services.
6. "Transit Manager" as used herein, refers to the Transit Division Manager of the City of Petaluma.
7. "Violation of Federal law or regulation" is defined as the infringement of any valid requirement imposed by Federal statute or regulation, which governs the letting of contracts pursuant to a grant agreement. However, any protests involving a local matter and/or determinations that are clearly within the discretionary powers of The City include, but are not necessarily limited to,

determinations of responsiveness and responsibility, the revision of specifications to incorporate the evaluation of life-cycle costing (LCC) factors in connection with any given procurement and determinations regarding bonding requirements. In other words, the protestor must be able to demonstrate or establish a clear violation of the prohibition against unduly exclusionary and restrictive specifications, or a violation of the Buy America requirements.

8. "FTA" as used herein, refers to the United States Federal Transit Administration.
9. "Contractor" refers to the entity being awarded this contract for providing any or all of the products and services described herein.
10. "Petaluma Transit" refers to the City's Fixed Route operations.
11. "Contract Year" refers to the years within the contract term. In the case of this contract, the Contract Years shall be aligned with the City's Fiscal Year calendar, starting on July 1, and ending on June 30th.
12. "Living Wage Ordinance or LWO" refers to the City's existing Living Wage Ordinance, which governs wages paid to non-union represented persons employed within Petaluma City Limits under a City contract. This contract includes provisions for compliance with the City's LWO for non-unionized employees.

LEGAL RESPONSIBILITIES

This contract and any subsequent revisions must be submitted, filed, made, and executed in accordance with State of California and Federal laws relating to contracts of this nature, whether the same or expressly referred to herein or not.

By executing this contract, CONTRACTOR certifies that they will comply with all Federal laws and requirements, including, but not limited to, Equal Employment Opportunity, Disadvantaged Business Enterprise, Labor Protection, and other laws and regulations applicable to contracts utilizing Federal funds.

DISADVANTAGED BUSINESS ENTERPRISES

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises (DBE) in Department of Transportation Financial Assistance Programs if CONTRACTOR intends to engage any subcontractors. The agency's overall goal for DBE participation is 6.16%. CONTRACTOR shall complete and submit Standard Form-E5, "Disadvantaged Business Enterprises (DBE) Bidders/Proposers Information Request Forms" in accordance with the form instructions. The current CITY DBE Program and goal (current version 1/2023) can be viewed at: <https://transit.cityofpetaluma.net/dbe/> .

FUNDING AVAILABILITY

This contract is financed with funds available under Article 4.0 of the California Transportation Development Act (TDA). This contract is contingent upon the receipt of these and other state and local transit funds, including Measure M. In the event that funding from these sources is eliminated or decreased, CITY reserves the right to terminate any contract or modify it accordingly, including but not limited to service reductions.

This project is financed in part by funds from the Federal Transit Administration (FTA). Accordingly, Federal requirements apply to this contract and if those requirements change then the most recent requirements shall apply to the project as required.

The FTA Certification Forms completed by CONTRACTOR will be required as part of this contract.

COMPENSATION

- A. Rates - In consideration of CONTRACTOR's fulfillment of the promised work, the CITY shall pay CONTRACTOR at the rate set forth in the PRICE SHEET, attached hereto and incorporated by reference herein.
- B. Expenses - Unless explicitly agreed in writing, no direct expenses, including travel or other expenses, will be reimbursed by the CITY.
- C. Maximum Amount - Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of \$___ for equipment, software, professional services and expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

METHOD OF PAYMENT

- A. Invoices - All payments for compensation shall be made only upon presentation by CONTRACTOR to the CITY of an itemized billing invoice in a form acceptable to the Transit Manager which indicates, at a minimum, CONTRACTOR's name, address, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. CONTRACTOR shall submit invoices not more often than every 30 days to the Transit Manager, who after review and approval as to form and content, shall submit the invoice to the CITY Finance Department no later than fifteen (15) calendar days following receipt.

DELIVERABLE SERVICES

CONTRACTOR shall provide the CITY with a minimum, but not limited to, the following equipment/hardware, installation, software, system integration and other professional services as follows:

- *Base System Components* – Equipment/hardware for fixed route CAD/AVL+RTPI and paratransit vehicles listed in the fleet list attached hereto.
- *Optional Component/System Enhancements* –
 - VOIP – Voice Calling Central System Software License, workstation accessories, mobile smartphone handset, hardware and onboard components
 - Clipper2 Integration – Software development, interface cabling
 - TSP Integration – Development and testing, cabling kit
 - Real-time signage – including signage, installation and data
- *Project Management* – Scheduling and coordination with CITY staff, document control, risk assessments, compliance
- *Schedule and Implementation* – Develop and implement system installation and integration timeline in coordination with staff

- *Installation* - of all equipment/hardware, and software needed for a fully functional CAD/AVL system
- *Training* – No cost to the CITY, unlimited training to staff. Training curriculum will correspond to tool suites, i.e. dispatch, operations, rider communications, maintenance and diagnostics, etc.
- *Maintenance and Support* – Unlimited 24/7 customer support services, support call center, on-site technical and regional field technicians availability
- *Software* – Includes software update performance and documentation
- *Technical Solution* – Continuous software and solution development, hosting of software, data, and infrastructure

TIMELINE/MILESTONES

- | | |
|--|---------------------------------------|
| • September 15 - December 30, 2023 | Design and Planning (software design/ |
| • programming, installation) | |
| • January 15, 2023 - February 30, 2024 | Installation of Hardware & Testing |
| • February 1 - March 14, 2024 | CAD/AVL system online, internal |
| • February 1 - February 15, 2024 | Training and Documentation |
| • February 31, 2024 | Clipper 2.0 integration (Server based |
| • integration via GTFS-RT) | |
| • February 31, 2024 | Substantial Project Completion |
| • March 1 - March 14, 2024 | System Validation, Issue Resolution |
| • March 14, 2024 | Live Operation and Project Completion |

FTA GRANT CONTRACT PROVISIONS (SERVICES)

The FTA Grant Contract Provisions set forth herein shall be incorporated into and become part of the contemplated contract documents executed in connection with an award of this contract to the CONTRACTOR. In case of any conflict or discrepancy, the FTA Grant Contract Provisions set forth herein shall prevail over all other terms and conditions contained in this Professional Services Agreement/contract. Parties referenced in the following clauses are defined as:

“Awarding Agency” is the sub-recipient of the State of California Department of Transportation.

“PROJECT” is the Awarding Agency’s federally supported project.

“CONTRACTOR” is the third-party prospective CONTRACTOR who has entered into this third-party contract with the Awarding Agency to provide goods or services directly to the Awarding Agency for the accomplishment of the PROJECT.

“Sub-agreements” are agreements made between the CONTRACTOR and any subcontractors to facilitate the accomplishment of this third-party contract.

1. NO OBLIGATION TO THIRD-PARTIES BY USE OF A DISCLAIMER

- A. No Federal Government Obligation to Third Parties. The CONTRACTOR agrees that, absent of the Federal Government’s express written consent, the Federal Government shall not be subject to any obligations or liabilities to any contractor, any third-party contractor, or any other person not a party to the Grant Agreement in connection with the performance of the PROJECT. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, or third-party agreement, the Federal Government continues to have no obligation or liabilities to any party, including the CONTRACTOR or third-party contractor.
- B. Third-Party Contracts and Sub-agreements Affected. To the extent applicable, federal requirements extend to third-party contractors and their contracts at every tier, and to the sub-agreements of third-party contractors and the sub-agreements at every tier. Accordingly, the CONTRACTOR agrees to include, and to require its third-party contractors to include appropriate clauses in each third-party contract and each sub-agreement financed in whole or in part with financial assistance provided by the FTA.
- C. No Relationship between the California Department of Transportation and Third-Party Contractors. Nothing contained in this Contract or otherwise, shall create any contractual relationship, obligation or liability between the California Department of Transportation and any third-party contractors, and no third-party contract shall relieve the CONTRACTOR of his responsibilities and obligations hereunder. The CONTRACTOR agrees to be fully responsible to the Awarding Agency for the acts and omissions of its third-party contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR’S

obligation to pay its third-party contractors is an independent obligation from the Awarding Agency's obligation to make payments to the CONTRACTOR. As a result, the California Department of Transportation shall have no obligation to pay or to enforce the payment of any moneys to any third-party contractor.

- D. Obligations on Behalf of the California Department of Transportation. The CONTRACTOR shall have no authority to contract for or on behalf of, or incur obligations on behalf of the California Department of Transportation.
- E. Awarding Agency Approval of Sub-agreements. The Awarding Agency shall approve in writing all proposed Sub-agreements, Memorandums of Understanding (MOU), or similar documents relating to the performance of the Contract prior to implementation. The CONTRACTOR agrees that it will not enter into any Sub-agreements unless the same are approved in writing by the Awarding Agency. Any proposed amendments or modifications to such Sub-agreements must be approved by the Awarding Agency prior to implementation.

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- A. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Section 3801 et seq. and US Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this PROJECT. Upon execution of an underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, and pertaining to the underlying contract or the federally assisted PROJECT for which this contracted work is being performed. In addition to other penalties that may be applicable, the 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 in the CONTRACTOR to the extent the Federal Government deems appropriate.
- B. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a PROJECT that is financed in whole or in part with federal assistance originally awarded by the FTA under the authority of 49 U.S.C. Section 5307, the Government reserves the right to impose the penalties of 18 U.S.C. Section 1001 and 49 U.S.C. Section 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.
- C. The CONTRACTOR agrees to include the above two clauses in each sub-agreement financed in whole or in part with Federal Assistance provided by the California Department of Transportation. It is further agreed that these clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. ACCESS TO RECORDS AND REPORTS

Access to Records

The Awarding Agency, the California Department of Transportation, the State Auditor General, and any duly authorized representative of the Federal government shall have access to any books, records, and documents of the CONTRACTOR and its subcontractors that are pertinent to this Contract of audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. The CONTRACTOR shall include a clause to this effect in every sub-agreement entered into relative to the PROJECT.

Record Keeping

The CONTRACTOR and all subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Contract. All parties shall make such materials available at their respective offices at all reasonable times during the performance and for three (3) years from the date of final payment under this Contract and all sub-agreements.

Accounting Records

The CONTRACTOR shall establish and maintain separate accounting records and reporting procedures specified for the fiscal activities of the PROJECT. The CONTRACTOR'S accounting system shall conform to generally accepted accounting principles (GAAP) and uniform standards that may be established by California Department of Transportation. All records shall provide a breakdown of total costs charged to the PROJECT including properly executed payrolls, time records, invoices, and vouchers.

Access to the Sites of Performance

The CONTRACTOR agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

4. FEDERAL CHANGES, AMENDMENTS TO STATE, AND LOCAL LAWS, REGULATIONS, AND DIRECTIVES

The terms of the most recent amendments to any federal, State, or local laws, regulations, FTA directives, and amendments to the grant or cooperative contract that may be subsequently adopted, are applicable to the PROJECT to the maximum extent feasible, unless the California Department of Transportation provides otherwise in writing.

5. CIVIL RIGHTS (TITLE VI, EEO, & ADA)

During the performance of this Contract, the CONTRACTOR its assignees and successors in interest, agree to comply with all federal statutes and regulations applicable to grantee sub-recipients under the Federal Transit Act, including, but not limited to the following:

- A. Race, Color, Creed, National Origin, Sex. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. Section 2000e, and federal transit law at 49 U.S.C. Section 5332, the CONTRACTOR Agrees to comply with all applicable equal employment opportunity (EEO) requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Labor," 41 CFR 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. Section 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the PROJECT. The CONTRACTOR agrees to 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 from training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation any issue.
- B. Nondiscrimination. The CONTRACTOR, with regard to the work performed by it during the contract term shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. Department of Transportation's Regulations, including employment practices when the Contract covers a program whose goal is employment. Further, in accordance with Section 102 of the Americans with Disabilities Act (ADA), as amended, 42 U.S.C. Section 12112, the CONTRACTOR agrees that it will 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 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation may issue.
- C. Solicitations for Subcontractors Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation by the CONTRACTOR for work performed under a sub-agreement, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the subcontractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports. The CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Awarding Agency or the California Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any

information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the information, the CONTRACTOR shall certify to the Awarding Agency of the California Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination provisions of the Contract, the Awarding Agency shall:

1. Withholding of payment to the CONTRACTOR under the Contract until the CONTRACTOR complies, and/or
2. Cancellation, termination, or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The CONTRACTOR shall include the provisions of these paragraphs A through F in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONTRACTOR will take such action with respect to any subcontractor or procurement as the Awarding Agency or the California Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such directions, the CONTRACTOR may request the Awarding Agency to enter into such litigation to protect the interest of the Awarding Agency, and, in addition, the CONTRACTOR may request the California Department of Transportation to enter into such litigation to protect the interests of the California Department of Transportation.

6. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F 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 Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any California Department of Transportation requests which would cause the California Department of Transportation to be in violation of the FTA terms and conditions. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any Awarding Agency requests which would cause the Awarding Agency to be in violation of the FTA terms and conditions.

7. ENERGY CONSERVATION

The CONTRACTOR agrees to comply with the mandatory energy efficiency standards and policies within the applicable California Department of Transportation energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42, U.S.C. Section 6321 et seq.

8. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The CONTRACTOR agrees to comply with U.S. Department of Transportation regulations, "Participation by Disadvantaged Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26 and will cooperate with the California Department of Transportation with regard to maximum utilization of disadvantaged business enterprise, and will use its best efforts to ensure that disadvantaged business enterprise shall have the maximum opportunity to compete for sub contractual work under this Contract.

Prompt Payment and Return of Retainage

- A. All payments to the CONTRACTOR shall be made in accordance with California Government Code (GC), Chapter 4.5, commencing with Section 927, which is known as the California Prompt Payment Act. If an authorized disbursement is not made within the thirty (30) calendar-day departmental limit stipulated by the California Prompt Payment Act, interest penalties may be payable to the CONTRACTOR.
- B. Unless the approved project is for Construction, the CONTRACTOR shall not hold retainage (withhold retention) from any subcontractor. The STATE shall not hold retainage (i.e. withhold retention) from any CONTRACTOR.
- C. If a dispute arises regarding Construction projects only, the CONTRACTOR may exercise its rights under California Public Contract Code (PCC) Sections 10262 and 10262.5 or California Business and Professions Code (BPC) Section 7108.5, as applicable.
- D. The CONTRACTOR must pay third-party contractors within 7 days of receipt of each undisputed progress payment from the STATE, unless the PROJECT is for Construction. In the case of a Construction project only, the CONTRACTOR is required to pay its subcontractors for satisfactory performance of work related to this Agreement no later than 30 days after the CONTRACTOR's receipt of payment for that work from the STATE. In addition, the CONTRACTOR is required to return any retainage (retention) payment to any subcontractor within 30 days after the subcontractor's work related to this Agreement is satisfactorily completed.

9. INTELLIGENT TRANSPORTATION SYSTEMS (ITS) NATIONAL ARCHITECTURE

To the extent applicable, the CONTRACTOR agrees to conform to the National Intelligent Transportation System (ITS) Architecture and Standards as required by 23 U.S.C. Section 517(d), 23 U.S.C. Section 512 note, and 23 CFR Part 655 and 940, and follow the provisions of the FTA Notice, "FTA National ITS Architecture Policy on Transit projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives the FTA may issue at a later date, except to the extent the FTA determines otherwise in writing.

10. ADDITIONAL TERMINATION PROVISIONS

- A. Termination for Convenience (General Provision). When it is in the Awarding Agency's best interest, the Awarding Agency reserves the right to terminate this Contract, in whole or in part, at any time by providing a TEN (10) DAY WRITTEN NOTICE to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the Awarding Agency. If the CONTRACTOR has any property in its possession belonging to the Awarding Agency, the CONTRACTOR will account for the same, and dispose of it in the manner the Awarding Agency directs.
- B. Termination for Default (General Provision). If the CONTRACTOR does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the CONTRACTOR fails to perform in the manner called for in the contract, or if the CONTRACTOR fails to comply with any other provisions of the contract, the Awarding Agency may terminate this contract for default. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Awarding Agency that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the CONTRACTOR, the Awarding Agency, after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.

C. Opportunity to Cure (General Provision)

The Agency, 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 Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by CONTRACTOR of written notice from Agency setting forth the nature of said breach or default, Agency 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 Agency from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this contract, such waiver by Agency shall not limit

Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

- D. Mutual Termination. The PROJECT may also be terminated if the Awarding Agency and the CONTRACTOR agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the PROJECT equipment or otherwise complete the PROJECT.

11. DEBARMENT AND SUSPENSION

- A. The CONTRACTOR agrees to comply with the requirements of Executive Order Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. Section 6101 note; and U.S. DEPARTMENT OF TRANSPORTATION regulations on Debarment and Suspension and 49 CFR Part 29.
- B. Unless otherwise permitted by the California Department of Transportation, the CONTRACTOR agrees to refrain from awarding any third-party contract of any amount to or entering into any sub-contract of any amount with a party included in the "U.S. General Services Administration's (U.S. GSA) List of Parties Excluded from Federal procurement and Non-procurement Program," implementing Executive Order Nos. 12549 and 12689, "Debarment and Suspension" and 49 CFR Part 29. The list also includes the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible for contract award under statutory or regulatory authority other than Executive Order Nos. 12546 and 12689.
- C. Before entering into any sub-agreements with any subcontractor, the CONTRACTOR agrees to obtain a debarment and suspension certification from each prospective recipient containing information about the debarment and suspension status and other specific information of that awarding agency and its "principals," as defined at 49 CFR Part 29.
- D. Before entering into any third-party contract exceeding \$25,000.00, the CONTRACTOR agrees to obtain a debarment and suspension certification from each third-party contractor containing information about the debarment and suspension status of that third-party contractor and its "principals," as defined at 49 CFR 29.105(p). The CONTRACTOR also agrees to require each third-party contractor to refrain from awarding any sub-agreements of any amount, at any tier, to a debarred or suspended subcontractor, and to obtain a similar certification for any third-party subcontractor, at any tier, seeking a contract exceeding \$25,000.00.

12. PROVISIONS FOR RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION

The Awarding Agency and the CONTRACTOR shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the CONTRACTOR shall submit to the Awarding Agency Representative for this Contract or designee a written demand for a decision regarding the disposition of any dispute arising under this Contract.

The Awarding Agency Representative shall make a written decision regarding the dispute and will provide it to the CONTRACTOR. The CONTRACTOR shall have the opportunity to challenge in writing within ten (10) working days to the Awarding Agency's Executive Director or his/her designee. If the CONTRACTOR'S challenge is not made within the ten (10) day period, the Awarding Agency Representative's decision shall become the final decision of the Awarding Agency. The Awarding Agency and the CONTRACTOR shall submit written, factual information and supporting data in support of their respective positions. The decision of the Awarding Agency shall be final, conclusive, and binding regarding the dispute, unless the CONTRACTOR commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.

13. LOBBYING

- A. The CONTRACTOR agrees that it will not use federal assistance funds to support lobbying. In accordance with 31 U.S.C. and U.S. Department of Transportation Regulations, "New Restrictions on Lobbying." 49 CFR Part 20, if the bid is for an award for \$100,000.00 or more the Awarding Agency will not make any federal assistance available to the CONTRACTOR until the Awarding Agency has received the CONTRACTOR'S certification that the CONTRACTOR has not and will not use federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal grant, cooperative agreement, or any other federal award from which funding for the PROJECT is originally derived, consistent with 31 U.S.C. Section 1352, and;
- B. If applicable, if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with the form instructions.
- C. The CONTRACTOR shall require that the language of the above two clauses be included in the award documents for all sub-awards at all tiers (including sub-agreements, sub-grants, and contracts under grants, loans, and cooperative agreements) which exceed \$100,000.00 and that all awarding agencies shall certify and disclose accordingly.

This Contract is a material representation of facts upon which reliance was placed when the Contract was made or entered into. These provisions are a prerequisite for making or entering into a Contract imposed by Section 1352, Title 31, U.S. Code. Any person who fails to comply with these provisions shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each failure.

14. CLEAN AIR ACT

- A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq. The CONTRACTOR agrees to report each violation to the Awarding Agency and understands and agrees that the Awarding Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The CONTRACTOR also agrees to include these requirements in each sub-agreement exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

15. CLEAN WATER ACT

- A. The CONTRACTOR agrees to 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. The CONTRACTOR agrees to report each violation to the Awarding Agency and understands and agrees that the Awarding Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The CONTRACTOR also agrees to include these requirements in each sub-agreement exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

16. FLY AMERICA

- A. Shipments by Ocean Vessel. For third-party contacts that may involve equipment, materials, or commodities which may be transported by ocean vessels, the CONTRACTOR and sub-agreements must comply with 46 U.S.C. Section 55303 and 46 CFR Part 381, "Cargo Preferences-U.S. Flag Vessels."
- B. Shipments by Air Carrier. For third-party contracts that may involve shipments of federally assisted property by air carrier, the CONTRACTOR and sub-agreements must comply with the "Fly America" Act and 49 U.S.C. Section 40118, "Use of United States of America Flag Carriers," and 41 CFR Section 301-10.131 through 301-10.143.
- C. Project Travel. In accordance with Section 5 of the International Air Transportation Fair Competitive Practices Act of 1973, as amended, ("Fly America" Act), 49 U.S.C. 40118 and 41 CFR Part 301-10, the CONTRACTOR and all subcontractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation, to the extent such service is available or applicable.

17. SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

In compliance with Executive Order 13043 "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, the CITY encourages CONTRACTOR to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally

operated vehicles, and to include this provision in each third party subcontract involving the project.

Distracted Driving

The CONTRACTOR agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text_messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or_rents, or a privately owned_vehicle when on official business in connection with the work performed under this Contract.

18. DRUG AND ALCOHOL TESTING

To the extent CONTRACTOR, its subcontractors or their employees perform a safety-sensitive function under the Agreement, CONTRACTOR agrees to comply with, and assure compliance of its subcontractors, and their employees, with 49 U.S.C. § 5331, and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655

19. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

The CONTRACTOR is prohibited from obligating or expending loan or grant funds to: procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. CONTRACTOR shall not provide covered telecommunications equipment or services in the performance of the Contract. As described in Public Law 115-232, section 889, covered telecommunications equipment is:

- A. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- B. Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes.
- C. Telecommunications or video surveillance services provided by such entities or using such equipment.
- D. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

FTA CERTIFICATION FORMS

FORM

4A	Certification of Restrictions on Lobbying
4B	Certification Regarding Financial Contributions
4C	Clean Air – Clean Water Certification
4D	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
4E	Tax Liability Certification
4F	Disclosure of Lobbying Activities
4G	Disadvantaged Business Enterprises (DBE) Form

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Seth Larson, hereby certify on behalf of GMV Synchronetics
(Name) (Company)

that:

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

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

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

This certificate is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Date Executed: 8-29-23

Name/Title (print): Seth Larson CTO

Signature: 

CERTIFICATION REGARDING FINANCIAL CONTRIBUTIONS

Certification to be executed by CONTRACTOR and each proposed first tier subcontractor whose subcontract exceeds \$100,000. Make additional copies of the Certification as necessary.

CONTRACTOR is responsible for collecting the Certification from each first tier subcontractor whose subcontract exceeds \$100,000 and submitting it along with its own Certification to the CITY when executing this contract.

The undersigned certifies that:

1. It will not make any monetary or in-kind contribution (including loans) to any CITY employee, council member, or any candidate for Council, during the duration of this agreement.
2. It understands that the term "contribution" shall have the same meaning as defined in Government Code section 82015 and implementing regulations adopted by the Fair Political Practices Commission.
3. The CONTRACTOR shall continue to comply with this prohibition for three months following the award of the agreement.

Date:

8-31-23

Name of Firm:

GMV Synchronologies Corp

Signature:

Seth Larson

Print Name/Title:

Seth Larson CEO

CLEAN AIR – CLEAN WATER CERTIFICATION

THIS CERTIFICATION APPLIES TO ALL CONTRACTS EXCEEDING \$100,000, INCLUDING INDEFINITE QUANTITIES WHERE THE AMOUNT IS EXPECTED TO EXCEED \$100,000 IN ANY YEAR.

The undersigned certifies that:

Clean Air Certification:

- (1) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§7401, et seq. The CONTRACTOR agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Clean Water Certification:

- (1) The CONTRACTOR agrees to comply will all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§1251 et seq. The CONTRACTOR agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Date:

8-28-23

Name of Firm:

GMV Synchronatics Corp

Signature:

Seth Larson

Print Name/Title:

Seth Larson CFO

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

(Pursuant to 49 CFR Part 29, Appendix B)

- A. By signing and entering into this contract, the CONTRACTOR is providing the signed certification set out below.
1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
 2. The CONTRACTOR shall provide immediate written notice to the CITY if at any time the CONTRACTOR learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 3. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 (49 CFR Part 29). You may contact the CITY for assistance in obtaining a copy of those regulations.
 4. The CONTRACTOR agrees by executing this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the department or agency with which this transaction originated.
 5. The CONTRACTOR further agrees by executing this contract that it will include the clause entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion”, as set out below in Subsection (B), in all subcontracts and in all solicitations for lower tier covered transactions as modified to identify the subcontractor.

6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
7. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under Paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

B. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction

1. The CONTRACTOR certifies, by submission of this bid or proposal, that neither it nor its "principals," as defined at 49 C.F.R. § 29.105(p), is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. If CONTRACTOR is unable to certify to the statements in this certification, Proposer shall attach an explanation to this proposal.

Date: 8-29-23

Name of Proposer: GMV Synchronetics

Signature: Seth Larson

Print Name/Title: Seth Larson CFO

TAX LIABILITY CERTIFICATION

This certificate applies to all contracts.

The Proposer, certifies that:

- A. It has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- B. It has not been convicted of a felony criminal violation under any federal law within the preceding 24 months.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 USC §§ 3801 et al. are applicable to this certification.
Company:

Seth Larson

Name:

CEO

Title:

Seth Larson

Signature:

8-29-27

Date:

EXHIBIT B
INSURANCE REQUIREMENTS
FOR ALL AGREEMENTS

Contractor's performance of the Services under this Agreement shall not commence until Contractor shall have obtained all insurance required under this paragraph and such insurance shall have been approved by the City Attorney as to form and the Risk Manager as to carrier and sufficiency. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

Contractor shall procure and maintain for the duration of the contract all necessary insurance against claims now and in the future for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by the Contractor, the Contractor's agents, representatives, employees and subcontractors.

A. Required Minimum Scope of Insurance

- ☒ Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage:

- a. Personal injury;
- b. Contractual liability.

- ☒ Insurance Services Office form covering Automobile Liability (any auto).

- ☒ Workers' Compensation insurance as required by the State of California and Employer's

Liability Insurance.

- ☐ Professional Liability/Errors and Omissions

- ☐ Crime/Employee Blanket Fidelity Bond

- ☐ Property Insurance against all risks of loss to any tenant improvements or betterments.

- ☐ Pollution Liability Insurance

- ☐ Garage Liability

- ☐ Garagekeepers Insurance

- ☒ Technology Professional Liability Errors and Omissions Insurance (IT Consultant)/Cyber Liability

- ☐ Abuse or Molestation Liability Coverage

A.1 Required for All Contracts

- ☒ Policy Endorsements or Excerpts from the Policy Pursuant to Section D
- ☒ Copy of the Declarations and Policy Endorsements Page for the CGL Policy

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- ☒ General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general

aggregate liability is used, either the general aggregate limit shall apply separately to this

Agreement or the general aggregate limit shall be twice the required occurrence limit.

The minimum limits of insurance required may be satisfied by a combination of primary

and umbrella or excess insurance coverage, provided that any umbrella or excess insurance contains, or is endorsed to contain, a provision that it will apply on a primary

basis for the benefit of the City, and any insurance or self-insurance maintained by City,

its officials, employees, or volunteers will be in excess of Contractor's umbrella or excess coverage and will not contribute to it.

- ☒ Products/Completed Operations: \$1,000,000 per occurrence/aggregate.
- ☐ Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- ☒ Employer's Liability: Bodily Injury by Accident - \$1,000,000 each accident.
Bodily Injury by Disease - \$1,000,000 policy limit.
Bodily Injury by Disease - \$1,000,000 each employee.
- ☐ Professional Liability/Errors and Omissions: \$1,000,000 per occurrence or claim and \$2,000,000 in the annual aggregate. If the policy provides coverage on a claims-made basis, the retroactive date must be shown and must be before the date of the Agreement or the beginning of the contract work.
- ☐ Crime/Employee Blanket Fidelity Bond - \$1,000,000: Contractor, at its own cost and expense, must maintain a Crime/Employee Blanket Fidelity Bond in the amount of \$1,000,000 per employee covering dishonesty, forgery, alteration, theft, disappearance, destruction (inside or outside).

- ☐ All Risk Property Insurance: Full replacement cost.
- ☐ Pollution legal liability with limits no less than \$1,000,000 per occurrence or claim and \$2,000,000 policy aggregate. If the policy provides coverage on a claims-made basis, the retroactive date must be shown and must be before the date of the Agreement or the beginning of the contract work.
- ☐ Garage Liability: \$1,000,000 per occurrence.
- ☐ Garagekeepers Insurance: \$1,000,000 per occurrence.
- ☒ Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than \$1,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

1. The Policy shall include, or be endorsed to include, **property damage liability coverage** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of the Consultant. If not covered under the Consultant's liability policy, such "property" coverage of the City may be endorsed onto the Consultant's Cyber Liability as covered property as follows:
2. **Cyber Liability coverage** in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City that will be in the care, custody, or control of the Consultant.

3. The Insurance obligations under this agreement shall be the greater of 1) all the Insurance coverage and limits carried by or available to the Consultant; or 2) the minimum Insurance requirements shown in this Agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum Insurance requirements of this Agreement are sufficient to cover the indemnity or other obligations of the Consultant under this agreement.

☐ Abuse or Molestation Liability Coverage: \$1,000,000 per occurrence; \$2,000,000 aggregate.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured (Contractor) or the City.

City reserves the right to review any and all of the required insurance policies, declaration pages, and/or endorsements, but has no obligation to do so. City's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or City's failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

D. Other Insurance Provisions

The required general liability and automobile policies are to contain, or be endorsed to contain the following provisions:

1. Additional Insured: The City, its officers, officials, employees, agents and volunteers are to be covered as Additional Insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.
2. Primary and Non-Contributory: For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.
4. The Consultant'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.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
6. Waiver of Subrogation: Consultant agrees to waive subrogation rights for commercial general liability, automobile liability and worker's compensation against City regardless of the applicability of any insurance proceeds, and to require all contractors, subcontractors or others involved in any way with the Services to do likewise.
7. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirement and/or limits shall be available to the additional insured. Furthermore, the requirement for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.
8. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Petaluma before the City of Petaluma's own insurance or self-insurance shall be called upon to protect it as a named insured.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

F. Verification of Coverage

NOTE: The City of Petaluma is now using an online insurance program, PINS Advantage. Once you have been awarded a contract with the City of Petaluma, you will receive an e-mail from PINS Advantage/City of Petaluma requesting that you forward the e-mail to your insurance agent(s). Consultant shall furnish the City with Certificate of Insurance along with Declarations and Endorsements effecting 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 endorsements are to be received and approved by the City before the Services commence.

EXHIBIT C

ACKNOWLEDGEMENT AND CERTIFICATION PURSUANT TO CITY OF PETALUMA LIVING WAGE ORDINANCE PETALUMA MUNICIPAL CODE CHAPTER 8.36

The City of Petaluma Living Wage Ordinance ("Ordinance"), Petaluma Municipal Code Chapter 8.36, applies to certain service contracts, leases, franchises and other agreements or funding mechanisms providing financial assistance (referred to hereafter as an "Agreement") between the City of Petaluma ("City") and/or the Petaluma Community Development Commission ("PCDC") and contractors, lessees, franchisees, and/or recipients of City and/or PCDC funding or financial benefits ("covered entities").

Pursuant to Petaluma Municipal Code Section 8.36.120, as part of any bid, application or proposal for any Agreement subject to the Ordinance, the covered entity shall:

- Acknowledge that the covered entity is aware of the Ordinance and intends to comply with its provisions.
- Complete the Report of Charges, Complaints, Citations and/or Findings contained in this Acknowledgement and Certification by providing information, including the date, subject matter and manner of resolution, if any, of all wage, hour, collective bargaining, workplace safety, environmental or consumer protection charges, complaints, citations, and/or findings of violation of law or regulation by any regulatory agency or court including but not limited to the California Department of Fair Employment and Housing, Division of Occupational Safety and Health (OSHA), California Department of Industrial Relations (Labor Commissioner), Environmental Protection Agency and/or National Labor Relations Board, which have been filed or presented to the covered entity within the ten years immediately prior to the bid, proposal, submission or request.

Pursuant to Petaluma Municipal Code Section 8.36.120, before the beginning of the term of any covered Agreement, or prior to the execution of said Agreement by the City or the PCDC, each covered entity shall certify that its employees are paid a living wage that is consistent with Petaluma Municipal Code Chapter 8.36.

By executing this Acknowledgement and Certification, the covered entity (i) acknowledges that it is aware of the Ordinance and intends to comply with its provisions, (ii) attests to the accuracy and completeness of information provided in the Report of Charges, Complaints, Citations and/or Findings contained herein, (iii) certifies that it pays its covered employees a Living Wage as defined in Petaluma Municipal Code Chapter 8.36 and (iv) attests that the person executing this Acknowledgement and Certification is authorized to bind the covered entity as to the matters covered in this Acknowledgment and Certification.

SO ACKNOWLEDGED and CERTIFIED:

Project or Contract I.D.: [REDACTED]

GMV Synchronetics
(Print Name of Covered Entity/Business Capacity)

Date: 8-29-23

By Seth Larson
(Print Name)

/s/ Seth Larson
(Signature)

Its CFO
(Title /Capacity of Authorized Signer)

**REPORT OF CHARGES, COMPLAINTS, CITATIONS AND/OR FINDINGS
PURSUANT TO PETALUMA MUNICIPAL CODE SECTION 8.36.120**

FOR EACH WAGE, HOUR, COLLECTIVE BARGAINING, WORKPLACE SAFETY, ENVIRONMENTAL OR CONSUMER PROTECTION CHARGE, COMPLAINT, CITATION, AND/OR FINDING OF VIOLATION OF LAW OR REGULATION BY ANY REGULATORY AGENCY OR COURT, INCLUDING BUT NOT LIMITED TO THE CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING, DIVISION OF OCCUPATIONAL SAFETY AND HEALTH (OSHA), CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS (LABOR COMMISSIONER), ENVIRONMENTAL PROTECTION AGENCY AND/OR NATIONAL LABOR RELATIONS BOARD, WHICH:

- AFFECTS YOU AS A PROSPECTIVE CONTRACTOR, SUBCONTRACTOR, LESSEE, FRANCHISEE AND/OR PARTY TO ANY CITY OF PETALUMA AND/OR PETALUMA COMMUNITY DEVELOPMENT COMMISSION-FUNDED AGREEMENT OR BENEFIT SUBJECT TO PETALUMA MUNICIPAL CODE CHAPTER 8.36 (LIVING WAGE ORDINANCE), AND
- HAS BEEN FILED OR PRESENTED TO YOU WITHIN THE TEN YEARS IMMEDIATELY PRIOR TO THE BID, PROPOSAL, SUBMISSION OR REQUEST FOR WHICH THIS ACKNOWLEDGEMENT AND CERTIFICATION IS MADE.

PLEASE PROVIDE THE DATE, THE REGULATORY AGENCY OR COURT MAKING THE CHARGE COMPLAINT, CITATION OR FINDING, THE SUBJECT MATTER AND THE MANNER OF RESOLUTION, IF ANY, FOR EACH SUCH CHARGE COMPLAINT, CITATION OR FINDING.

IF NONE, PLEASE STATE "NONE": None

ATTACH ADDITIONAL PAGES IF NEEDED.

Date: _____

Regulatory Agency or Court: _____

Subject Matter: _____

Resolution, if any: _____

Expected resolution, if known: _____

EXHIBIT D

DISADVANTAGED BUSINESS ENTERPRISES (DBE) - BIDDERS/PROPOSERS INFORMATION REQUEST FORM

The full City of Petaluma DBE program can be viewed at: <https://transit.cityofpetaluma.net/dbe/>

To be completed by Prime Contractor and submitted as part of proposal. Bidders must provide DBE program (via completing this sheet) or a Good Faith Effort (next page)

[illegible]

TOTAL										\$0	0.00%
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* NAICS Code: North American Industry Classification System Code. Codes can be found at <http://www.census.gov/naics/2007/NAICOD07.htm>.

** Type of DBE: (1) African-American (2) Hispanic (3) Native American (4) Asian-Pacific (5) Asian-Indian (6) Female-Woman (7) Other (designated by the Small Business Administration)

- DBEs must be certified by Caltrans or an agency participating in the California Unified Certification Program. Visit the Caltrans website at <http://dot.ca.gov/hq/bep/ucp.htm> for a list of participating agencies.

- Important: Attach the proof of certification for each DBE firm used toward meeting the DBE goal.

- This information will be used to create and maintain a federally-required Bidders List, regardless of DBE participation.

- Use additional sheets as necessary.

DBE Information – Good Faith Efforts

Federal-aid Project No. _____ Bid Opening Date _____

The City of Petlauma established an overall Disadvantaged Business Enterprise (DBE) goal of 6.16%. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder – DBE Commitment” form indicates that the bidder has met the DBE goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder – DBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications Advertisement	Dates of
_____	_____
_____	_____
_____	_____
_____	_____

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited and Dates	Date of Initial Solicitation	Follow Up Methods
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

C. The items of work which the bidder made available to DBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work Percentage	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount \$	of
				contract

E. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a :

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

F. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime CONTRACTOR or its affiliate:

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
-----------------------------	------------------------	---------

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

Type text here

Exhibit E

Service Level Agreement

1 INSTALLATION, WARRANTY, AND SUPPORT

If you decide to do business with GMV, we understand that you are entrusting us to provision, install, monitor, and responsibly manage the infrastructure that powers critical technology for your transit system. We commit to do so and have established the following installation, warranty, and support policies to uphold this commitment.

1-1. INSTALLATION PROCESS

GMV manages project installation through a defined pre-installation, installation, and post-installation phasing process.

1 - 1.1 PRE-INSTALLATION

During this phase, the project deployment team surveys vehicle and gathers technical vehicle information (i.e. 12V/24V engine, # of doors, door measurements, vehicle photos, etc.). The information gathered is used to develop a Scope of Work (SOW) that documents the installation approach and highlights details such as equipment mounting & wiring locations. City input is encouraged during this phase to ensure that the final call on installation decisions is made transparently and collaboratively. The scope of work is made available to City staff and can be reviewed with GMV's installation team at any point during the installation process.

1 - 1.2 INSTALLATION

During the installation phase, Operations Engineers and Field Technician(s) execute the installation plan outlined in the Scope of Work. If during the installation GMV staff determine that changes to the Scope of Work are required, they are documented in a revised Scope of Work and made available for review and approval.

1 - 1.3 POST-INSTALLATION

This is the closing phase of the installation process. During this phase, the install team performs a validation to verify that systems are installed in accordance with GMV specifications, and that on-board equipment is performing as designed. The results of the system validation are documented, and, if necessary, any identified installation deficiencies are remediated. Lastly, photographs are taken of all installed components and saved for future reference.

The post-installation phase is the best time for City staff/contract operators to review the systems installed in the fleet as well as become familiar with the systems and each different component. If it hasn't been already, hands-on maintenance training will be provided during this phase.

Once the installation is completed, the install team will schedule a date to perform an on-site final inspection. Once the final inspection is completed, all parties will sign-off on a written report that will include notes and comments provided during the inspection. The report will remain available for reference.

If the installation is divided into different phases (i.e. AVL+MDT first, then APC and AVAS later), there will be a walk-thru of the first phase after the installation is completed and then the final inspection will be performed once all of the different systems have been installed. This is to respect the City and operator's time.

We also take advantage of this time to answer questions about the equipment, wiring, troubleshooting, etc. Any corrections requested or required will be performed and additional post-correction photos will be taken and logged.

✓ Equipment and/or installation defects found by agency or contractor staff anytime within 30 days of installation are fully covered and will be remedied by GMV. Remediation steps may include having the installation team return to perform rework, processing a no-questions-asked parts replacement, or other necessary steps.

1-2. SERVICE LEVEL AGREEMENT AND SUPPORT

Ongoing support is included in the recurring maintenance fees associated with GMV services. Ongoing support includes access to a self-service support portal, product support staff, and software upgrades. There are no per-incident or hidden support charges.

Service level standards for support are outlined in the table below and based on categories of support issues ranging from Level 1 through Level 4, each with tailored approaches to effectively reach resolution.

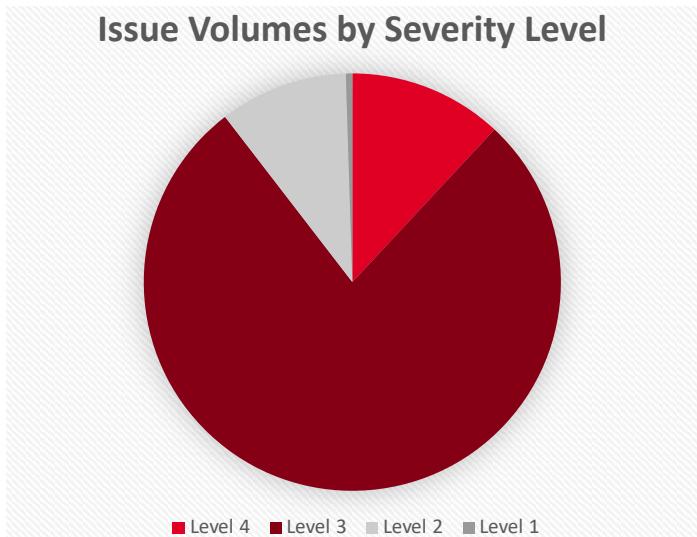
Issue Severity	Issue Description	GMV Staff Involved	Submission and Response Method	Response Policy
Level 1	System-wide service disruption <i>It's rare but we're prepared</i>	Executive	No submission required Notification posted in app, to GMV Status Page ¹ , and emailed to subscribed users	A notification is posted within one (1) hour of a disruption occurring. Notification updates are posted at least every twelve (12) hours until the issue is fixed.
Level 2	Complex troubleshooting and recurring issues <i>In case we don't resolve an issue quickly or right the first time</i>	Specialist	Issue escalated from Level 3 A specialist intervenes to assist	Complex, recurring, and unique issues are escalated to GMV's most knowledgeable staff. This occurs when an issue requires extensive effort or back-and-forth to resolve.
Level 3	Product questions and technical assistance <i>It's what our dedicated support team's here for</i>	Support	Ticket submission or call A support team member responds	A substantive response will be sent within one (1) business day of the original submission.
Level 4	Requests and other inquiries <i>Ask us anything</i>	Account Manager	Ticket submission or call The appropriate staff member gets in touch	A confirmation that the submission has been received and referred to appropriate staff member within one (1) business day of the original submission.

¹ GMV Status Page URL: <https://status.gmvsyncromatics.com/>

GMV endeavors to keep its servers up and running 24x7x365 and avoid service disruptions (Level 1 issue). To do so, alerts and automated system notifications have been designed to reveal potential issues

before they occur, engineers remain on-call after hours, and a 24/7 emergency support line is available to users. As a result, the benchmark for system uptime is in excess of 99%. And only a sliver of the overall number of support issues received by GMV are categorized as Level 1.

Users have access to a 24/7 self-service support portal that includes a Knowledge Base with helpful product documentation and training guides. The portal can also be used to submit support tickets, review previously submitted tickets, and to follow up on currently open tickets. The portal is actively managed to ensure tickets are handled in a timely manner and most tickets are responded to within 24 hours of submission.



Effective support for GMV’s intelligent transit system requires a collaborative effort. Issue reports submitted by users may be followed-up with requests for observations related to reported system behavior, explanations of troubleshooting steps attempted, and additional troubleshooting in accordance with real time recommendations made by GMV staff or as outlined in GMV’s product support documentation (e.g., troubleshooting binder).

1-3. HARDWARE WARRANTY

GMV offers a 1-year standard warranty on all hardware except the MDT which carries a 2-year standard warranty. The warranty includes parts and shipping in the event of a defective unit. GMV can provide, upon request, pricing for extended warranty on most systems.

The warranty does not cover damage found to be the result of external causes such as misuse, abuse, accident, natural disasters, acts by third parties, or negligence (e.g., liquids spilled on equipment, exposure to rain, or damage caused to equipment during the return). Standard warranties come at no additional cost with the equipment and are relative to the date of installation unless otherwise specified.

If a hardware issue is reported and troubleshooting procedures prove unsuccessful then steps will be initiated (as outlined in the table below), based on the warranty status of the malfunctioning equipment, to ensure replacement equipment is made available.

Equipment Warranty Status	Replacement Equipment Procedures
Covered (Standard or Extended)	<p>A Return Merchandise Authorization ("RMA") will be processed. Replacement equipment will ship within two (2) business days* from the date of authorization, with delivery scheduled no more than five (5) business days from the date of authorization.</p> <p><i>*Shipping delays will be communicated as soon as they are known and generally within the first two (2) business days from the date of authorization</i></p>
Out-of-Warranty	<p>A quote for replacement equipment will be provided. Replacement equipment will ship within two (2) business days from the date that the PO or equivalent form of purchase authorization is received.</p>

1-4. SERVER BACKUPS

GMV's servers are housed in a secure server facility that is home to several thousand servers; it draws power and communications from a large, well-known network communications hub. The facility has multiple redundant power supplies and a 24x7 Network Operations staff. For these reasons, a high degree of confidence is placed on the reliability of the server infrastructure.

GMV's backup schedule is as follows:

- Every 24 hours, the entire structure of the system and all data with the exception of historical position and stop data is backed up inside the data center to at least 2 backup mediums.
- Every 24 hours this backup is transferred over the high-speed network to an online backup repository in a different region (to mitigate geographical risk).
- Every 72 hours' historical data is backed up in the same fashion above (2 local backup mediums, 1 offsite backup) and uploaded offsite. The schedule is longer because this is a substantially large amount of data to transfer and may take 48-72 hours to complete the offsite upload.

Exhibit F

Deployment Acceptance Checklist

PURPOSE: This document serves to enumerate the items required for GMV to achieve Deployment Acceptance of CAD/AVL Systems. It should be noted that partial payment will be invoiced as per the Milestone Schedule accompanying the contract; Deployment Acceptance typically signifies the attainment of the last Deployment Milestone and moves this contracted project from "Deployment" to "Active," so warranty for all installed systems and the services annual fees start. A report will be sent to the Customer after the installation of all the equipment in accordance with the master contract. The Project Manager of the Customer is to initial each box, acknowledging acceptable completion of the item.

The following sections outline the acceptance of hardware-related activities:

CAD/AVL - MDT

- ☐ - GMV provided all required Android Mobile Data Terminals
- ☐ - GMV provided all required Docks/Mounts for the Mobile Data Terminals and other associated material required for installation on the vehicles
- ☐ - All required Mobile Data Terminals, Docks/Mounts, and directly associated equipment have been delivered and/or installed in the mutually agreed upon location
- ☐ - At the time of the deployment acceptance review, at least 90% of all Mobile Data Terminals have no reported errors from the customer so they are working correctly, which at least includes: are powering on/off, connecting to the cellular network, providing accurate GPS location data, allowing drivers to sign in and out, sending messages to dispatch, switching trips, going on break, sending emergency messages and tallying unique fare types when necessary.*

Vehicle Network Gateway

- ☐ - Customer provided all required Vehicle Network Gateways equipped with Customer supplied SIM cards, and customer provided Network Gateways are configured and functional prior to installation.
- ☐ - All required Vehicle Network Gateway systems were delivered and/or installed ahead of installations.
- ☐ - GMV hardware is integrated with properly functioning and configured customer supplied Vehicle Network Gateways.

Automated Voice Annunciator System (AVAS)

- ☐ - GMV provided all required Automated Voice Annunciator Systems and Interior LED Signs
- ☐ - All required Automated Voice Annunciator Systems and Interior LED Signs have been delivered and/or installed or where LEDs provided by customer GMV has completed integration.

Headsign Integration – SSO via J1708

- ☐ - GMV has integrated with all customer-provided headsigns via J1708.

Automated Passenger Counting (APC) System

- ☐ - GMV provided all required APC hardware.
- ☐ - All required APC hardware has been delivered and/or installed.

Non-Revenue Vehicle Tracking

- ☐ - GMV provided basic AVL GPS Tracking devices required for non-revenue service vehicles.
- ☐ - All required AVL GPS Tracking device hardware has been delivered and/or installed on non-revenue service vehicles.

Spare Parts

- ☐ - GMV provided all spare parts required for the initial project.

Covert Alarm

- ☐ - GMV provided all required covert alarm buttons and associated components.
- ☐ - All required Covert Alarm equipment has been delivered and/or installed.

Voice Calling

- ☐ - GMV provided all required Voice Calling hardware and associated components.
- ☐ - All required Voice Calling equipment has been delivered and/or installed.

Installations

- ☐ - All installations have been validated by GMV and an Installation Checklist per bus is available. Installations completion, and accordingly warranty initiation, was on _____

GMV Provided RTPI Features

- ☐ - The “Mobile Web Site” is available as well as the browser-based website for real-time information, branded with Agency’s colors and logos.

The following section outlines the validated functionality of the above hardware via the GMV software system, SYNC:

- ☐ - At the time of deployment acceptance review, at least 90% of active vehicles equipped with Mobile Data Terminals are connecting and providing the SYNC system with vehicle positions.*
- ☐ - At the time of deployment acceptance review, at least 90% of active vehicles, having received proper sign-In information from the driver, servicing the route as drawn in the SYNC system, are providing accurate stop times when entering the Stop Zone.*
- ☐ - At the time of deployment acceptance review, at least 90% of the vehicles recording accurate Stop Times are also providing accurate Arrival Predictions in SYNC and on Public Portals.*

- ☐ - At the time of deployment acceptance review, at least 90% of the Automated Passenger Counting systems are accurately counting passengers with a 10% margin of error when proper vehicle sign-in and route servicing have been executed.*
- ☐ - The Mobile Web Site displays basic RTPI information, including routes, and stop and arrival predictions.*
- ☐ - The Mobile Smartphone App displays basic RTPI information, including routes, and stop and arrival predictions.*

Definitions

- "APC" stands for Automatic Passenger Counting.
- "Proper Sign-In and Route Servicing" means the driver or dispatcher has assigned the vehicle and driver to a run, route, and/or trip, the sign-In is received by the GMV system, and the vehicle then services the route and the stops in the order, and upon the route path, as defined in the tracking system.
- * Items are contingent on proper configuration and function of customer provided Vehicle Network Gateways.

If any of the previously mentioned items are not completed upon review of the system, the Customer is asked to attach an addendum to the Deployment Acceptance Report that identifies the item that is not complete, and an explanation outlining why.

Dates and signatures

Milestone	Date
Warranty initiation	
Deployment acceptance	

Customer Project Manager
Name:

GMV Project Manager
Name:

Signature: _____
Date:

Signature: _____
Date:

Exhibit G

ITS and System Standards

PURPOSE: All Intelligent Transportation Systems require certain inputs and oversight from drivers, dispatchers, and planners to function properly, and provide good data, reliable arrival predictions, and metrics that can be used by the City to improve operations. This document is intended to provide a listing of the recommended standards for operations so that the City can plan accordingly and operate the ITS system for its maximum potential and benefit. Without adherence to minimum technology, personnel and oversight, GMV cannot ensure the full effectiveness of the product and features promised.

The document is organized into sections intended to make it useable and easier for the City to focus on particular operational areas, personnel or IT requirements.

1. Personnel

- a. FOR ALL PERSONNEL, GMV will provide comprehensive training and documentation, available to all users, at any time, to support consistent and informed use of all systems.
- b. Planner – the GMV ITS system allows for the importing of schedule data for both routes and driver assignments with the goal of helping the City monitor and improve its operation. As such, the City will need to provide data to enable the building of routes and stops and to prepare and deliver a validly formatted schedule of service (in GTFS or XLS format). It is recommended that an experienced transit planner be employed or contracted by the City for planning and scheduling work, or to utilize the services of a specialist using transit scheduling software. On an ongoing basis, any updates to routes and schedules will also be the responsibility of the designated planner, or other responsible City personnel. If GMV is providing sub-contracted scheduling services to the City as a part of this contract, it is still necessary for the City Planner to work with the scheduling subcontractor to create a database of stops, routes, and trips, and work with the scheduling provider to produce an export file ready to be imported into the GMV TRACK system.
- c. Dispatcher – the GMV TRACK system provides multiple tools to assist the City in monitoring vehicles and drivers in their daily operations. In order to ensure that routes and schedules are being serviced as planned, a dispatcher or other City personnel with sufficient computer skills is highly recommended to use the TRACK system in real time, during daily operations, to monitor the GMV-provided dispatching tools for such things as: accurate driver sign ins, route and schedule performance, to receive and action system alerts provided by these various tools within the GMV system. For systems without an in-bus MDT (driver interface) dispatchers will be required to create assignments prior to the start of service for all vehicles and drivers.
- d. Drivers – For the GMV system to properly capture and assign data for reporting purposes, the City must provide minimally technically proficient drivers who can enter on the MDT for their assignment the following: driver identification number, route, a run/paddle number, and (optionally) trip number for the service that they are going to begin. They must also sign out at the end of their service. If the City would like the driver to fulfill additional duties while in service such as sending messages, going on break, counting passengers, etc., even more technical agility may be required of the drivers.
- e. Maintenance – while GMV strives for a high level of hardware effectiveness, consistency and durability, cellular devices and in-bus equipment are at times prone to connectivity issues and physical damage due to the rugged nature of the transit environment. GMV requires that on-site maintenance, IT, or support staff with sufficient computer skills be available for preliminary device troubleshooting in the event of such issues. The nature of these efforts will be limited to checking indicator lights, re-cycling power, and reporting the status of physical systems and wiring to our support team, who will then fully action all technical issues to resolution.

2. Computer Requirements

- a. The GMV TRACK system can work in many computing environments, but due to the large amount of data transfer required to operate the tools and reports available, for full effectiveness, GMV has the following minimum recommended system requirements:
 - i. The City should ensure their computers meet all the minimum requirements outlined for the most recent version of their choice of web browser(s) from those listed below:
 - a. [Chrome minimum requirements](#)
 - b. [Firefox minimum requirements](#)
 - c. [Google Maps minimum requirements](#)
 - ii. Additionally, for Agencies that do not utilize GMV Voice Calls, computing requirements are as follows:
 - a. Web Browser: The most recent version of Chrome, Firefox, Safari, or Edge
 - b. Highest of the minimum CPU/RAM/storage requirements for their choice of the above browsers
 - c. Internet speed: 10mbps upload speed; 15mbps download speed
 - iii. For Agencies that do utilize GMV Voice Calls, computing requirements are as follows:
 - a. Browser: Chrome
 - b. [Sinch minimum requirements](#)
 - c. More storage (e.g., CPU, RAM) than that listed for the minimum storage requirements for Chrome
 - d. Internet speed: more than 10mbps upload speed and 15mbps download speed

3. Routes and Schedules

- a. As explained in part above, the building blocks of a Fixed Route ITS system are routes and their corresponding schedules. After the initial deployment, it is the responsibility of the City to create and maintain routes and schedules. And, most importantly, for the TRACK system to be set up for proper operation, each trip on an imported schedule file must have a stop sequence that matches that of a route already drawn in the GMV system.
- b. GMV provides a route editor tool in the TRACK system that will allow the City staff to draw and update route shapes and stop locations for initial setup and as changes are needed. GMV will train the City staff on how to use this Route creator/editor. GMV expects City personnel to be a part of drawing the routes and setting up stops the first time as part of their training so that they can action any necessary edits autonomously for system sustainability.
- c. GMV also provides a schedule validator and import tool. The City is responsible for creating a GTFS or XLS file of its scheduled services (with or without the services of a private or sub-contracted scheduling service provider), and the validator tool will allow the City to analyze the file for (1) Formatting Errors, (2) Internal Disagreements (situations where, for example, consecutive trips overlap each other), and (3) Route Mismatches (situations where trips in the schedule file do not have a stop sequence that matches a route drawn in the GMV TRACK system). Once validated, the schedule import tool will allow the City to import and set the imported schedules to begin on any future date. GMV will work closely with the City for this first import to ensure that the schedule format is correct and adheres to industry best practices, and that the City staff is well trained in the schedule importing process.
- d. After the initial deployment, any updates to routes or schedules during this agreement become the responsibility of the City.

4. Vehicle Operations

a. It is required, and the GMV TRACK system is built on a platform that assumes, that all vehicles perform all trips of all routes as they are drawn in the TRACK route management setup, following the sequence of stops shared by the routes and matching schedules. Only on this basis can the ITS system properly calculate reliable arrival predictions as well as provide alerts and/or reporting of exceptions like route deviations, schedule deviations, skipping stops, missed trips, etc.

- i. Arrival Predictions: When a vehicle deviates from route, public arrival predictions for the off-route vehicle will be removed from the real-time passenger information list, and instead, scheduled bus times, rather than actual real time arrival times for the off-route vehicle will be provided. This is done to prevent unhappy riders who may be unknowingly awaiting a vehicle that has deviated and will never return to route to service their stop.
- ii. Stop Times: When a vehicle deviates from route, it may also prevent the GMV system from recording stop times. In order for the system to record a stop time at a given stop, a vehicle needs to be travelling on route when it services that stop. And, since Stop Times are the key building block of report information, deviations from route may prevent valid data from being collected by the GMV system.
 1. There are many tools that GMV provides to assist agencies in dealing with off-route behavior, such as the concept of a manual “Stop Area,” which creates larger deviation areas for certain transfer and layover locations, and “On-Break” scenarios for drivers who deviate from route for layover, refueling, or shift change maneuvers, but the core model requires routes to be followed as drawn
- iii. Deadheads: When drivers sign in to the first trip of their service while still in a yard location, and must drive a considerable distance (> 1 mile) to the first stop of the first trip of their service, scheduled arrival predictions will be provided to passengers while the vehicle is performing that “deadhead” portion of service on its way to the first stop. Actual arrival predictions based on a real-time ETA will not be provided, because there is no route upon which the vehicle is traveling, and therefore no prediction of travel time can be provided.
- iv. Passenger Counts: Valid driver assignments and proper servicing of the route, as drawn, are also required for accurate passenger counting reports in the GMV TRACK system. GMV will always count passengers that board and alight the vehicle, however, if the vehicle has deviated from route, or if there is no assignment information at all, passenger counts will be assigned to an “unknown stop” category. This will allow the City to retain all counting statistics and improve operations in areas where drivers are deviating from route, not signing in, or picking up passengers in locations where they should not be.

5. Reports

- a. GMV TRACK reports are designed both to (1) provide valuable analytical insights into the performance of the City’s transit system and (2) provide insights into where the City, or its drivers and staff, are not operating as designed. Thus, at times, missing data from certain reports is not necessarily the result of a failure in the GMV system, but instead an indicator of improper or incomplete service on the part of the City. The following is a notable example:
 - i. The Daily Schedule Performance (DSP) is a key reporting page used by many Agencies to track On Time Performance (OTP). Every scheduled trip in an City’s daily service will be listed in the DSP with schedule stop times for each stop (or timepoint), for each trip. As vehicles perform their trips throughout the day, actual service times for each stop will populate beside the scheduled time in the DSP, and the stop will be color-coded as “Early,” “On time,” or “Late,” depending on parameters set by the City, as well as the calculated time of deviation. In order for data to arrive on the DSP, there must be (1) Properly

working and connected vehicle equipment, (2) a valid driver assignment, and (3) vehicles following the route and its stops, as drawn, in proper sequence. If these requirements are not met, the DSP may not load data, show only partial data or a message of either “Missed Trip” or “No Assignment” will appear. This does not mean that the GMV system is not working. In fact, the GMV DSP, by not recording data exactly as expected, is showing the dispatch and operations team where vehicle equipment is failing, drivers are not signing in as directed, or where drivers are not servicing the route or its stops as drawn. GMV has, in this respect, designed the tool to provide valuable operational benefit from such missing data, and will provide training to the City staff in how to utilize this tool to improve operational efficiency and to ensure the reliability of hardware themselves, without the need to just open a technical support ticket.

6. Integrations

- a. If GMV is integrating with a pre-existing sub-system on your vehicles, it is the responsibility of the City to ensure that the sub-system is working effectively prior to the GMV integration, and it is the sole responsibility of the City to maintain the effective operability of those systems not installed by GMV. For example,
 - i. If the City has a pre-existing Automatic Passenger Counter (APC) system, it is expected that the APC system will be in working order, calibrated correctly, and accurately counting passengers, and GMV will require evidence of this accuracy and effectiveness prior to integration. GMV’s responsibility to integrate with such equipment extends only to retrieving the counts provided by that system and displaying those counts in the TRACK software management portal. Should the accuracy of those counts come into question, it will be the responsibility of the City to show that the equipment was providing accurate data prior to the integration.
 - ii. Similarly, if the City is using the GMV Automatic Vehicle Announcement System (AVAS), it is understood that any microphones, and radios running into the AVAS system, and any internal or external speakers already installed on the vehicle are in working order and will be maintained by the City.
 - iii. This is not an exhaustive list, but merely two frequently encountered examples.
- b. As it pertains to head signs/destination signs, fare boxes or other peripheral devices that require a sign in code, GMV will configure the system to allow a single point of sign on, but it is the responsibility of the City to ensure that schedules, route names, and sign in codes are all provided consistently across all systems to ensure a seamless deployment of these integrations. GMV will provide details on this in Kick Off and Training.

7. Timeline

- a. All proposed timelines for this deployment are based on the final date of contracting or official notice to proceed. Any change in the date of reaching a final agreement or receiving a final notice to proceed may result in comparable or possibly greater delays in each proposed phase of the deployment and system launch.

9.00%

Sales Tax Rate:

PETALUMA

Base System Components

LN	Item Description	Unit Cost	Taxable	Qty	Subtotal	Tax Amount	Subtotal w/ Tax
Fixed Route CAD/AVL + RTP1							
	Hardware, OpenMDT Plus	2,365	Y	14	33,110	2,980	36,090
	Labor, OpenMDT Installation on Bus	589		14	8,239	-	8,239
	CAD/AVL System and Vehicle Licenses	825		14	11,550	-	11,550
	*Discount For Initial Deployment	0		14	0	-	-
	Mobile App for Passengers (iOS and Android), Agency Branded	15,950		0	0	-	-
	Pre-Trip Inspection - Initial configuration	50	Y	14	693	62	755
	Removal of Previous ITS Equipment (available service, not included in RFP requirements)	215		14	3,003	-	3,003
	Project Management, Training and Travel (Complete Base System)	varies		1	7,480	-	7,480
Total					64,075	3,042	67,117

Voice Calling

LN	Item Description	Unit Cost		Qty	Subtotal		
Central System + Non Revenue Vehicles							
	Central System Software License Includes Voice Call Log w/ Audio Recordings	5,500		1	5,500	-	5,500
	Mobile Smartphone Handset for Non-Revenue Vehicles	1,045	Y	0	0	250	250
	Central System Workstation Accessories, Installation, and Configuration, per workstation	1,100		1	1,100	-	1,100
Fixed Route		0					
	Hardware, Onboard Components (Handset, Audio Processing)	935	Y	14	13,090	1,178	14,268
	Installation and Configuration	495		14	6,930	-	6,930
Total					26,620	1,428	28,048

Integrate Existing Router

	Ethernet Expansion Switch (8-port)	292	Y	14	4,081	367	4,448
	Labor - Existing Router Integration	180		14	2,520	-	2,520
Total Capital					6,601		6,968

Install New Iris APC Sensors to Replace Existing

	APC Hardware, 2 Door Bus	4,620	Y	14	64,680	5,821	70,501
	Installation labor (can substitute for labor charge to integrate with existing sensors)	785		14	10,990	-	10,990
	APC Vehicle and System Licenses	358		14	5,005	-	5,005
Total					80,675	5,821	86,496

Covert Alarm

	Covert alarm button and cabling	325	Y	14	4,543	409	4,952
	Installation labor on Bus	303		14	4,235	-	4,235
Total					8,778	409	9,187

LN	Item Description	Unit Cost	Taxable	Qty	Subtotal	Tax Amount	Subtotal w/ Tax
Automatic Voice Annunciator							
	Hardware, Audio (Base System)	1,595	Y	14	22,330	2,010	24,340
	AVA Base System Installation on Bus	622		14	8,701	-	8,701
	Annunciator System and Vehicle Licenses	1,111		14	15,554	-	15,554
	*Discount For Initial Deployment	-733		14	-10,266	-	(10,266)
	New Interior LED Sign	1,265	Y	0	0	-	-
	Install New Interior LED Sign	248		0	0	-	-
	Integrate with Existing Interior LED Sign	248		14	3,465	-	3,465
	Replace Non-Functional Bus Speakers, only if needed based on survey	853		0	0	-	-
	Total				39,784	2,010	41,794
Clipper 2 Integration							
	Option 3 - Server based integration via GTFS-RT (no charge)	0	Y	1	0	-	-
	Option 2 - Local onboard integration from MDT to validator **No longer available, see GTFS-RT solution**	0			0	-	-
	Total				0	-	0
Headsign Integration							
	Integration cabling kit	182	Y	14	2,541	229	2,770
	Installation labor	160		14	2,233	-	2,233
	Total				4,774	229	5,003
Non-Revenue Vehicles							
	Rugged Tablet, Dock, and Mount for Mobile Dispatching	2,580	Y	0	0	-	-
	Mobile VOIP Handset	1,045	Y	0	0	-	-
	Basic AVL (GPS Tracking) Device	633	Y	3	1,898	171	2,068
	Labor, Installation on Mobile Supervisor Vehicle	429		3	1,287	-	1,287
	Removal of Previous ITS Equipment	105		0	0	-	-
	VOIP Mobile Supervisor Application	715		0	0	-	-
	AVL Only Software License	385		3	1,155	-	1,155
	Total				4,340	171	4,510
LCD Outdoor, 55" Single Sided							
	Hardware, 55" Outdoor LCD Display, Single-Sided	12,452	Y	6	74,712	6,724	81,436
	Hardware, Wall Mounting Brackets	567	Y	6	3,399	306	3,705
	Hardware, Media Player Kit	1,452	Y	6	8,712	784	9,496
	Installation, LCD Outdoor Display	2,090	N	6	12,540	-	12,540
	Vehicle and System Licenses, LCD Sign Management Software	622	N	6	3,729	-	3,729
	Total				103,092	7,814	110,906
Project Management - Digital Signage							
	Project Level Fees - Project Management, Training, Software Con	13,750	N	1	13,750	0	13,750
	Per Location PM Fee - Complex Site (Multiple Signs at One Location) (e.g. Transit Center, Super Stop, or similar)	2,860	N	1	2,860	0	2,860
	Per Location PM Fee - Standard Site with One Sign on pole / shelter (e.g. bus stop with shelter, bus stop pole, wall mount single display)	523	N	0	-	0	-
	Total				16,610		16,610

LN	Item Description	Unit Cost	Taxable	Qty	Subtotal	Tax Amount	Subtotal w/ Tax
Spare Parts							
Fixed Route							
	Hardware, OpenMDT Plus	2,602	Y	1	2,602	234	2,836
	Hardware, Annunciator (Base System)	1,755	Y	1	1,755	158	1,912
	Hardware, APC for 2-door bus	4,620	Y	1	4,620	416	5,036
	Hardware, Ethernet Switch	292	Y	1	292	26	318
	Covert Alarm	357	Y	1	357	32	389
	Hardware, VOIP Onboard Components (Handset, Audio Processing)	935	Y	1	935	84	1,019
		0			0	-	-
Total					10,559		11,510

Base Period Warranty - Year 1-3							
LN	Item Description	Unit		Qty	Subtotal		
The 1st year of warranty coverage on all hardware and installation is included at no charge, the first 2 years are included for the OpenMDT Plus.							
	OpenMDT Plus	72		14	1,001	-	1,001
	Annunciator	94		14	1,309	-	1,309
	VOIP Hardware - Fixed Route	105		14	1,463	-	1,463
	This section excludes consumer grade devices (Supervisor Tablets, Mobile VOIP Smartphone Handsets)	0			0	-	-
Total for First 3 Years after System Acceptance					3,773	-	3,773

Total Base System					369,681		391,923
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LN	Item Description	Unit Cost	Taxable	Qty	Subtotal	Tax Amount	Subtotal w/ Tax
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Annual Service Fees

Base Service Fees

LN	Item Description	Unit Cost
	Fixed Route CAD/AVL + RTPI - Annual License	710
	Non Revenue AVL - Annual License	325
	VOIP Radio System - Fixed Route	83
	VOIP Radio System - Paratransit / NRV / Supervisors	83
	Mobile App, Agency Branded, Annual Service Fee	3,795
	SMS Usage Fees (Mass Notification and Arrival Predictions) -- includes 5,000 outbound messages per month (60K per year), additional messages are billed monthly and charged based on actual usage (\$.025 each) - no charge for inbound messages	1,452
	Annunciator, Annual Service Fee	105
	Automated Passenger Counting, Annual Service Fee	105
	Annual Service Fee, LCD Sign Management Software (includes non-interactive kiosk)	595
	Annual Service Fee, LED Sign Management Software	445
	Cellular Data, LED or E-ink Sign	180
	Live Streaming Video to Dispatch Software - Fixed Route	28
	Pre-Trip Inspection, Annual Service Fee - Fixed Route	204
Total per year		

Qty	Subtotal		
14	9,933	-	9,933
3	974	-	974
14	1,155	-	1,155
0	0	-	-
0	0	-	-
1	1,452	-	1,452
14	1,463	-	1,463
14	1,463	-	1,463
6	3,570		3,570
25	11,125		11,125
25	4,500		4,500
0	0	-	-
14	2,849	-	2,849
	0	-	-
	38,484	-	38,484

Extended Warranty - Year 4-5

LN	Item Description	Unit
	OpenMDT Plus	235
	Annunciator	155
	VOIP Hardware - Fixed Route	175
	** Extended warranty excludes consumer grade devices like VOIP mobile smartphone handsets, etc	
Total, per year (years 4-5)		

Qty	Subtotal		
14	3,290	-	3,290
14	2,170	-	2,170
14	2,450	-	2,450
	0	-	-
	0	-	-
	7,910	-	7,910

LN	Item Description	Unit Cost	Taxable	Qty	Subtotal	Tax Amount	Subtotal w/ Tax
Optional Components							
Solar LED 2-Line Sign (Pole / Shelter Mount)							
	Hardware, LED Solar Sign, 2-Line, 24 Character with Integrated Lighting and Annunciator - Pole Mounted (shelter mount option available, requires survey of shelter to ensure it is suitable)	8,030	Y	25	200,750	18,068	218,818
	Hardware, Shelter Mounting Brackets (if necessary)	550	Y	0	-	-	-
	Installation	825	N	25	20,625	-	20,625
	Per Location PM Fee - Standard Site with One Sign on pole / shelter (e.g. bus stop with shelter, bus stop pole, wall mount single display)	523	N	25	13,063	0	13,063
	Vehicle and System Licenses, LED Sign	512	N	25	12,788	-	12,788
	Total				247,225	18,068	265,293
Wheelchair Deployment Sensor							
	Sensor and cabling	195	Y	188	36,660	3,299	39,959
	Installation labor on Bus	145		188	27,260	-	27,260
	Total				63,920	3,299	67,219
Bus in a Box							
	Item Description	Unit Cost		Qty	Subtotal		
	Fixed Route Bus in a Box	15,000	Y	1	15,000	1,350	16,350
	Total				15,000	1,350	16,350
TSP Integration							
	Integration Development and Testing	45,000		1	45,000	-	45,000
	Integration cabling kit	295	Y	14	4,130	372	4,502
	Installation labor	225		14	3,150	-	3,150
	Total				52,280	372	52,652
Bike Rack Counter Integration							
	Bike Rack Occupancy Sensor Harness	675	Y	14	9,450	851	10,301
	Installation labor	250		14	3,500	-	3,500
	Total, Capital				12,950	(2,650)	10,301
Equipment Service Plan for Addl On-Site Tech Support							
	Includes a dedicated FTE technician to provide on site maintenance and support. (Partial FTE is negotiable with client based on anticipated need). This ESP is above and beyond the standard... A) maintenance and support package (software configurations, training, remote support) and B) extended warranty coverage for hardware only (with pull and replace expectation of customer) Qty = # of FTE Technicians assigned to the project.	135,200		0.25	33,800	-	33,800
	Total, Annual				33,800	-	33,800

LN	Item Description	Unit Cost	Taxable	Qty	Subtotal	Tax Amount	Subtotal w/ Tax
Infotainment Screens and Content Management System							
	Hardware, Media Player (assumes 1 per bus)	1,450	Y	14	20,300	1,827	22,127
	Hardware, Cabling	150	Y	14	2,100	189	2,289
	Hardware, 27" LCD Monitor + Surface Mount Kit	1,525	Y	14	21,350	1,922	23,272
	Labor, Installation	465		14	6,510	-	6,510
	Project Management, Infotainment	24,500		1	24,500	-	24,500
Total Capital					74,760		78,698
	Infotainment License and Maintenance	275		14	3,850	-	3,850
	Optional Extended Warranty, Infotainment (provides coverage beyond basic 1 year standard warranty)	160	N	0	0	-	-
Total Annual					3,850		3,850