

0150-10625-0007

TRANSMITTAL

TO The Council	DATE 10/10/2025	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT Citywide	

**AUTHORIZATION TO EXECUTE A FIVE-YEAR CONTRACT WITH SYNCROMATICS CORP.,
dba GMV SYNCROMATICS FOR THE PROCUREMENT, INSTALLATION, AND
MAINTENANCE OF ENHANCED TRANSIT TECHNOLOGY SERVICES**

Approved and transmitted for your consideration. The Council has 60 days from the date of receipt to act; otherwise, the agreement will be deemed approved pursuant to Los Angeles Administrative Code Section 10.5(a).

Please see the City Administrative Officer report attached.



MAYOR
(Jenny Delwood for)

MWS:ADN:06260018t

Report From

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Analysis of Proposed Contract

(\$25,000 or Greater and Longer than Three Months)


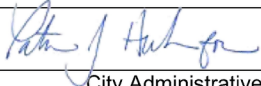
To: The Mayor	Date: 10-01-25	C.D. No. Citywide	CAO File No.: 0150-10625-0007
Contracting Department/Bureau: Los Angeles Department of Transportation		Contact: Lindsey Estes (213) 928-9772	
Reference: Department of Transportation request dated May 27, 2025; Referred to the CAO on May 28, 2025.			
Purpose of Contract: For a contractor to design, procure, implement, support, integrate and maintain new and existing transit technologies within the LADOT Transit Services vehicles and systems.			
Type of Contract: (X) New contract () Amendment, Contract No. [C-XXXXXX]		Contract Term Dates: October 5, 2025 – October 4, 2030 (36-Month contract with two one-year options to extend the contract for a total of 60-months)	
Contract/Amendment Amount: \$43,144,545			
Proposed amount \$ 43,144,545 + Prior award(s) \$ N/A = Total \$ 43,144,545			
Source of funds: Proposition A Anti-Gridlock Transit Improvement Fund			
Name of Contractor: GMV Syncromatics Corp.			
Address: 700 South Flower Street, Suite 470, Los Angeles, California 90017			
	Yes	No	N/A
1. Council has approved the purpose		X	
2. Appropriated funds are available	X		
3. Charter Section 1022 findings completed	X		
4. Proposals have been requested	X		
5. Risk Management review completed	X		
6. Standard Provisions for City Contracts included	X		
7. Workforce that resides in the City: 42 %			
8. Business Inclusion Program	X		
9. Equal Benefits & First Source Hiring Ordinances	X		
10. Contractor Responsibility Ordinance	X		
11. Disclosure Ordinances	X		
12. Bidder Certification CEC Form 50	X		
13. Prohibited Contributors (Bidders) CEC Form 55	X		
14. California Iran Contracting Act of 2010	X		

RECOMMENDATION

That the City Council authorize the General Manager of the Los Angeles Department of Transportation (LADOT), or designee, to execute a three year contract, with two one-year options to extend, for a total of five years with Syncromatics Corp., dba GMV Syncromatics for the design, procurement, implementation, support, integration, and maintenance for new and existing transit technologies within LADOT's Transit Services vehicles and systems, subject to City Attorney review and approval as to form, and total compensation to not exceed \$43,144,545 for the entire term of the contract subject to the availability of funds.

SUMMARY

Since 2013, LADOT has contracted for enhanced transit technology services to provide real-time bus arrival predictions for riders through computer-aided dispatch and automatic vehicle location for the DASH and Commuter Express programs. The services also include the Automatic Voice Annunciator System, Automatic Passenger Counters, Security Camera System Software Integration, On-Board Public Information System, Integration of the TAP Card Validator, and other technology services. The current contract is set to expire on October 4, 2025.

			
ADN	Analyst	0150-10625-0007	City Administrative Officer

On February 16, 2024, LADOT released a Request for Proposals (RFP) for Enhanced Transit Technology Services, seeking a qualified contractor to design, procure, implement, support, integrate and maintain new and existing transit technologies. On April 12, 2024, the Department received one response to the RFP from GMV Syncromatics. LADOT formed an evaluation panel, consisting of three LADOT staff, which evaluated the proposal and determined that GMV Syncromatics' proposal was responsive and in accordance with the City's Standard Contracting Requirements. GMV received an average evaluation rating of 97.3 and were evaluated on the metrics in the table below.

RFP Evaluation Criteria		
#	Evaluation Criteria	Points
1	Qualification of Firm	20
2	Adequacy of Project Plan	40
3	Qualifications of Staff	10
4	Cost Effectiveness	40
<i>Local Business Preference Points (May only receive points in one of the categories below)</i>		
5	Local Business Preference	8
6	Local Subcontractor Preference	5
	Total Available Points	108

* Per the Local Business Preference Program Ordinance, proposers earned eight additional points if the proposer qualified as a local business enterprise or five additional points if a proposed subcontractor qualified as a local business entity.

GMV Syncromatics will be responsible for the installation and maintenance of items including but not limited to bus global positioning system (GPS) tracking, computer-aided dispatching (CAD), automatic vehicle location (AVL) systems, automatic passenger counting, automatic voice annunciation, mobile data terminals (MDT), onboard routers, public service announcements (PSA) display, route destination displays, bike counters, cameras, Wi-Fi, website for a public portal, data storage, real-time bus arrival information, coordination with the LADOT Transit Services contractor(s) to provide the LADOT Transit Mobile Application, tools for advanced transit planning, including modeling bus routes and travel times, and tools to track service and vehicle performance and data metrics.

LADOT estimated the yearly costs of the contract are as follows:

GMV Syncromatics Estimated Project Costs						
Category	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Hardware	\$ 14,098,612	\$ 545,382	\$ 561,098	\$ 577,712	\$ 594,983	\$ 16,377,787
Software	5,970,955	3,567,719	5,198,255	3,793,309	3,911,117	22,441,355
Administration	814,710	839,151	864,325	890,255	916,962	4,325,403
Subtotal	20,884,277	4,952,252	6,623,678	5,261,276	5,423,062	43,144,545
					Total	\$ 43,144,545

The estimated cost of the agreement is \$20,884,277 in the first year and will be funded by the Proposition A Local Transit Assistance (PALTA) Fund. Funding for this agreement is available in the 94CA03 – Smart Technology for DASH and Commuter Express Buses. LADOT reports that the contract is front loaded with capital improvements in Year 1. The capital improvements are subject to LADOT's approval and are not required to be implemented within the first year. Provided the restraints in PALTA, LADOT will implement them strategically and will limit spending to \$7.5 million as appropriated in the 2025-26 Budget.

In accordance with Los Angeles Administrative Code Section 10.5(a), Council approval is required as the term of the contract exceeds three years.

FISCAL IMPACT STATEMENT

Funding for these services has been set aside in the Proposition A Local Transit Assistance Fund 2025-26 Adopted Budget. Funding for subsequent years of the agreement is subject to Mayor and Council approval, the availability of funds, and will be appropriated through the City annual budget development process. The City financial obligation is limited to the extent of appropriations approved by the Council and Mayor. The recommendation in this report complies with the City Financial Policies in that budgeted funds are available for this purpose. There is no impact to the General Fund.

FINANCIAL POLICIES STATEMENT

The action recommended in this report complies with the City Financial Policies in that the City's financial obligation is limited to available cash balances in the current budget year.

CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

Date: May 27, 2025

To: The Honorable Karen Bass, Mayor
Office of the Mayor
Attention: Legislative Coordinator

From: Laura Rubio-Cornejo, General Manager
Department of Transportation



Subject: **AGREEMENT BETWEEN THE CITY OF LOS ANGELES DEPARTMENT OF
TRANSPORTATION AND SYNCROMATICS CORP. DBA GMV SYNCROMATICS FOR
ENHANCED TRANSIT TECHNOLOGY SERVICES**

SUMMARY

The City of Los Angeles Department of Transportation (LADOT) requests authority to execute a three year contract, with two one-year option extensions, for a total contract term of up to five years, with Syncromatics Corp., dba GMV Syncromatics (GMV Syncromatics) for Enhanced Transit Technology Services.

RECOMMENDATION

That the City Council, subject to the concurrence of the Mayor:

Authorize the General Manager of LADOT to execute a three year contract, with two one-year option extensions, for a total contract term of up to five years, with GMV Syncromatics, to design, procure, implement, support, integrate and maintain new and existing transit technologies within the LADOT Transit Services with a compensation not to exceed \$43,144,545, subject to the approval of the City Attorney as to form and legality.

BACKGROUND

LADOT Transit operates the second largest transit system in Los Angeles County. The LADOT Transit Services provide local transit services that complement the Metro trunk line bus and rail services. The LADOT Transit Services area expands throughout the entire City of Los Angeles, including every Los Angeles City Council District, and other cities adjacent to the City of Los Angeles city limits. The City of Los Angeles serves a population of 3,822,000 people and encompasses a total area of 502 square miles, comprising 468 square miles of land and 34 square miles of water. Over the last five years, LADOT Transit Services has provided an annual average of 16,200,000 trips to people who live, work, and visit Los Angeles.

LADOT requests the service of an experienced transit technology provider to support the LADOT Transit Services operations, which is a service that has been contracted since 2016. Adopting and applying the innovative technology strategies to the LADOT Transit Services will allow LADOT to improve transit services, which will make the City more accessible to all by creating more connected communities.

Enhanced transit technology services that the transit technology contractor will provide include, but are not limited to, bus global positioning system (GPS) tracking, computer-aided dispatching (CAD), automatic vehicle location (AVL) systems, automatic passenger counting, automatic voice annunciation, mobile data terminals (MDT), onboard routers, public service announcements (PSA) display, route destination displays, bike counters, cameras, Wi-Fi, website for a public portal, data storage, real-time bus arrival information, coordination with the LADOT Transit Services contractor(s) to provide the LADOT Transit Mobile Application, tools for advanced transit planning, including modeling bus routes and travel times, and tools to track service and vehicle performance and data metrics.

DISCUSSION

On February 16, 2024, LADOT issued the Request for Proposals (RFP) for Enhanced Transit Technology Services, seeking a qualified contractor to design, procure, implement, support, integrate and maintain new and existing transit technologies for the LADOT Transit Services.

On March 5, 2024, LADOT conducted a virtual, pre-proposal conference to provide an overview of the RFP, the Scope of Work, and the City of Los Angeles contracting procedures and requirements. 38 firms attended the virtual, pre-proposal conference.

LADOT received one proposal by April 12, 2024, the bid submission deadline established in the RFP. The firm that submitted a proposal was the incumbent contractor of the LADOT transit technology services contract, GMV Syncromatics. The sole proposal submitted by GMV Syncromatics was reviewed for compliance with the City's Standard Contracting Requirements. The GMV Syncromatics proposal was deemed responsive and in accordance with the City's Standard Contracting Requirements.

RFP Evaluation Criteria		
#	Evaluation Criteria	Points
1	Qualification of Firm	20 Points
2	Adequacy of Project Plan	30 Points
3	Qualifications of Staff	10 Points
4	Cost Effectiveness	40 Points
	Local Business Preference Points (May only receive points in one of the categories below)	
5	Local Business Preference	8 Points
6	Local Subcontractor Preference	5 Points
	TOTAL POSSIBLE POINTS AVAILABLE	108 Points*

* Per the Local Business Preference Program Ordinance, proposers earned eight additional points if the proposer qualified as a local business enterprise or five additional points if a proposed subcontractor qualified as a local business entity.

Evaluation Committee Final Scores				
Proposers	Evaluation Committee Members			Average Evaluation Points
	1	2	3	
GMV Syncromatics	99	97	96	97.3

LADOT formed a three member evaluation committee that consisted of LADOT staff. The evaluation committee reviewed, evaluated, and scored the GMV Syncromatics proposal based on the evaluation criteria specified in the RFP. On May 2, 2024, the evaluation committee conducted an interview with GMV Syncromatics to ask clarifying questions about information provided within the proposal. After a thorough evaluation, the panel determined that GMV Syncromatics submitted a responsive and responsible proposal.

PROJECT FUNDING

The GMV Syncromatics Estimated Project Costs table below provides an overview of the costs per year for the services to be provided as defined within the Agreement and associated cost sheets.

GMV Syncromatics Estimated Project Costs						
Item Category	Year 1	Year 2	Year 3	Year 4 (Option)	Year 5 (Option)	Total
Hardware Components	\$14,098,612	\$545,382	\$561,098	\$577,712	\$594,983	\$16,377,787
Software Components	\$5,970,955	\$3,567,719	\$5,198,255	\$3,793,309	\$3,911,117	\$22,441,355
Administrative Components	\$814,710	\$839,151	\$864,325	\$890,255	\$916,962	\$4,325,403
Total Costs						\$43,144,545

FISCAL IMPACT

There is no impact on the General Fund. LADOT has funding for enhanced transit technology services in the City's FY 2024-25 Adopted Budget in the Proposition A Local Transit Assistance (PALTA) Fund. Funding has also been included as part of the 2025-26 Proposed Budget for the PALTA Fund under the Smart Technology for DASH and Commuter Express Buses line item. LADOT will request funding in the corresponding fiscal year budgets for all subsequent years of the contract.

Attachment

AGREEMENT NO. _____

BETWEEN

**THE CITY OF LOS ANGELES DEPARTMENT OF TRANSPORTATION
AND**

GMV SYNCROMATICS CORP.

FOR

ENHANCED TRANSIT TECHNOLOGY SERVICES

AGREEMENT NO. _____
BETWEEN
THE CITY OF LOS ANGELES DEPARTMENT OF TRANSPORTATION AND GMV SYNCROMATICS CORP.
FOR
ENHANCED TRANSIT TECHNOLOGY SERVICES

THIS AGREEMENT ("Agreement" or "Contract") is made and entered into by and between the City of Los Angeles, (hereinafter referred as the "CITY"), a municipal corporation, acting by and through the Department of Transportation (hereinafter referred to as "LADOT"), and GMV Syncromatics Corp., a California corporation having its principal offices in Los Angeles, California (hereinafter referred to as "CONTRACTOR"), collectively referred to as "Parties" and individually as "Party," is entered into with reference to the following:

WITNESSETH

WHEREAS, LADOT desires enhanced transit technology services to design, procure, implement, support, integrate, and maintain new and existing technologies within the LADOT Transit Services; and

WHEREAS, the CITY performed a Charter 1022 review and determined that the enhanced transit technology services described within this Agreement can be performed more economically or feasibly by an independent contractor than by CITY employees; and

WHEREAS, on February 16, 2024, the CITY issued the Request for Proposals (RFP) for Enhanced Transit Technology Services, RAMP ID 210489, which included the RFP, Exhibits, Forms, Appendices, and Addendums (collectively hereinafter referred to as the "RFP"), attached hereto and incorporated herein, and shall remain on file at the LADOT and the Regional Alliance Marketplace for Procurement (RAMP) website; and

WHEREAS, on April 12, 2024, the CONTRACTOR submitted a proposal (hereinafter referred to as "Proposal"), attached hereto and incorporated herein, in response to the RFP; and,

WHEREAS, on July 10, 2024, LADOT completed the comprehensive evaluation of the Proposal, as set forth in the RFP, and notified all potential bidders that the LADOT evaluation panel had awarded the CONTRACTOR for the execution of this Agreement, pending the approval of the City Attorney, Mayor, and Los Angeles City Council; and

WHEREAS, LADOT has determined that the CONTRACTOR has the assets and management and technical expertise necessary to design, procure, implement, support, integrate, and maintain new and existing technologies for the LADOT Transit Services; and

WHEREAS, the services to be performed by the CONTRACTOR are of a specialized and technical nature and cannot be provided by CITY employees; and

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, and in consideration of the promises, covenants, and agreements hereinafter set forth the Parties hereby agree as follows:

1. PARTIES TO THE AGREEMENT AND REPRESENTATIVES

1.1 Parties to the Agreement

The Parties to this Agreement are:

- 1.1.1 CITY - The City of Los Angeles, a municipal corporation, having its principal offices at 200 North Spring Street, Los Angeles, California 90012.
- 1.1.2 CONTRACTOR - GMV Syncromatics Corp., a California corporation, having its principal offices at 700 South Flower Street, Suite 470, Los Angeles, California 90017.

1.2 Representatives of the Parties and Service of Notices

The representatives of the respective Parties who are authorized to administer this Agreement and to whom formal notices, demands, and communications shall be given are as follows:

- 1.2.1 The representatives of the CITY shall be, unless otherwise stated in this Agreement:

Laura Rubio-Cornejo, General Manager
Los Angeles Department of Transportation
100 South Main Street, 10th Floor
Los Angeles, California 90012
laura.cornejo@lacity.org

With copies to:

Brian Lee, Chief of Transit Programs
Los Angeles Department of Transportation
Bureau of Transit Programs
100 South Main Street, 10th Floor
Los Angeles, California 90012
brian.k.lee@lacity.org

Kari Derderian, Supervising Transportation Planner II
Los Angeles Department of Transportation
Bureau of Transit Services
100 South Main Street, 10th Floor
Los Angeles, California 90012
kari.derderian@lacity.org

- 1.2.2 The representatives of the CONTRACTOR shall be, unless otherwise stated in the Agreement:

Alex Fay, Chief Commercial Officer
GMV Syncromatics Corp.
700 South Flower Street, Suite 470
Los Angeles, California 90017
alex@gmv.com

With copies to:

Ian Sephton, President/CEO
GMV Syncromatics Corp.
700 South Flower Street, Suite 470
Los Angeles, California 90017
isephton@gmv.com

1.3 Notices

- 1.3.1 Formal notices, demands, and communications to be given hereunder by either Party shall be made in writing (hardcopy or email) and may be affected by personal delivery or by registered or certified mail, with postage prepaid and return receipt requested, and shall be deemed communicated as of the date of mailing to one (1) member of the receiving Party listed below, or emailing two (2) members of the receiving Party listed below. Notices of breach of Agreement or liquidated damages, if any, shall be sent via certified mail.

If to the CITY:

Los Angeles Department of Transportation
100 South Main Street, 10th Floor
Los Angeles, California 90012
Attention: Laura Cornejo-Rubio, General Manager, laura.cornejo@lacity.org
Attention: Brian Lee, Chief of Transit, brian.k.lee@lacity.org
Attention: Kari Derderian, Head of Planning, kari.derderian@lacity.org

If to the CONTRACTOR:

GMV Syncromatics Corp.
700 South Flower Street, Suite 470
Los Angeles, California 90017
Attention: Alex Fay, Chief Commercial Officer, alex@gmv.com
sales-na@gmv.com
Attention: Ian Sephton, President, isephton@gmv.com

- 1.3.2 If the name of any person designated to receive the notices, demands, or communications, or the address of such person is changed, written notice shall be given, in accordance with this Section, within five (5) working days of said change.

2. TERMS OF AGREEMENT

2.1 Term

The term of this Agreement shall commence on October 5, 2025 and shall be in effect for a term of three-years (3-years), with two (2) one-year (1-year) option extensions, for a total contract term of five-years (5-years), unless otherwise terminated in, accordance with the termination provisions set forth in Attachment A – Standard Provisions for City Contracts (Rev. 1/25 [v.2]), attached hereto and incorporated herein. The CITY reserves the right to exercise the one-year (1-year) extension options. The CITY shall provide a written notice to the CONTRACTOR of its intent to exercise each one-year (1-year) extension option thirty-days (30-days) prior to the termination date of the Agreement.

2.2 Funding Contingency

CITY obligations under this Agreement are contingent upon the ability of the CITY to obtain the funds from the funding agencies and the availability of CITY funds in this and subsequent fiscal year budgets to finance the cost of this Agreement. In the event the CITY is not able to secure funds from the funding agencies and/or through CITY funds, the CONTRACTOR agrees to release the CITY from further obligations or liability under this Agreement, as provided in Attachment A - Standard Provisions for City Contracts (Rev. 1/25 [v.2]), attached hereto and incorporated herein. This right to terminate is in addition to any other termination rights provided to the CITY in this Agreement, or as otherwise provided by federal, state, or local law.

2.3 Conditions Precedent

2.3.1 Insurance Requirements

The CONTRACTOR shall comply at all times with all of the insurance requirements set forth in Attachment A - Standard Provisions for City Contracts (Rev. 1/25 [v.2]) Exhibit 1 and Form Gen 146, attached hereto and incorporated herein. Required insurance shall be fully paid for, and evidence of such payment provided to the CITY upon CITY 's request, in advance of the signing of this Agreement. Moreover, insurance certificates must include an Additional Insured Endorsement naming the CITY an additional insured, completed by the CONTRACTOR'S insurance company or its designee.

2.3.2 Business Tax Registration Certificate

The CONTRACTOR shall provide evidence of a valid City of Los Angeles Business Tax Registration Certificate (BTRC), or an exemption number, prior to Agreement execution, as proof of compliance with the CITY's BTRC set forth in Attachment A – City's Standard Provision for City Contracts (Rev. 1/25 [v.2]), attached hereto and incorporated herein. During the term of the Agreement the BTRC shall remain in force.

2.3.3 Required Facilities and Equipment

The CONTRACTOR shall, prior to the commencement of services and thereafter, have all facilities and facility equipment required for all necessary functions in place for the design, procurement, installation, support, integration, maintenance, repairs, and safety as required by this Agreement.

2.3.4 Personnel Position and Task Report

The CONTRACTOR shall, prior to the commencement of service and thereafter, as per the Agreement, submit the required Personnel Position and Task Report each month to the CITY. The report shall include the following current information:

- A. Name and position/title of all employees under this Agreement
- B. Percentage of involvement of all the employees under this Agreement
- C. The starting salary/hourly rate to be paid to all employees under this Agreement

2.3.5 Changes to the Documentation

Changes to the foregoing documents affecting the performance of the CONTRACTOR under this Agreement shall receive CITY approval in writing before the CONTRACTOR may affect the change.

3. PERSONNEL

3.1 Project Manager/Account Manager

The Project Manager/Account Manager shall be solely dedicated to working with LADOT. The CITY shall reserve the right to approve any change of the Project Manager for this service.

3.1.1 The Project Manager/Account Manager shall be the primary point of contact between the CITY and the CONTRACTOR. The Project Manager/Account Manager shall supervise and manage the project, including day-to-day operations, accounts, budget, reports, operating/service records, technology and client satisfaction.

3.1.2 The Project Manager/Account Manager shall visit each yard on a regular basis and as needed to provide training to personnel, review implementation of technology, and supervise field installation work and shall work 20 hours a month at a minimum with LADOT staff in the office or virtually, which includes monthly project status review meetings, training, software troubleshooting, and implementation planning.

3.1.3 The CONTRACTOR shall designate this position full-time to this agreement.

3.2 Business Development Manager/Sales Representative

The Business Development Manager/Sales Representative shall assist the CITY with the procurement of products and technology, and shall keep the CITY informed on any new products and technology available.

- 3.2.1 This position shall be responsible for the overall relationship between the CITY and the CONTRACTOR for this Agreement.
- 3.2.2 The Business Development Manager/Sales Representative shall supervise the delivery of the project and shall escalate problems to senior management as needed.
- 3.2.3 The Business Development Manager/Sales Representative shall be an advisor and consultant to the CITY to help guide the transit technology program, anticipate future industry trends, and ensure the CITY is informed of new products and technologies.

3.3 Technical Support Team

The CONTRACTOR shall have a Technical Support Team to work with the CITY and assist users, including CITY and Transit Service Operators' personnel, with problems via telephone, online, or in person. The Technical Support Team shall have knowledge of all systems, networks, software, and hardware covered in this Agreement.

- 3.3.1 The CITY has late-night and early-morning service and may require service outside of normal business hours. The CONTRACTOR shall ensure coverage during these hours.
- 3.3.2 The CITY has four (4) bus yards throughout the greater Los Angeles region where the buses are maintained, and the buses are usually not available to be serviced during normal operating hours. The CONTRACTOR shall ensure sufficient coverage of available vehicles to meet the needs of this Agreement.
 - 3.3.2.1 The personnel in the Technical Support Team shall be responsible for the following tasks:
 - A. Troubleshooting via telephone, online, or in person as deemed necessary
 - B. Diagnosing and fixing the system, network, hardware, and software faults, including reprocessing of data
 - C. Installation and configuration of systems, networks, hardware, and software, including testing
 - D. Managing the helpdesk, including responding to support requests/tickets, logging and keeping a record of queries
 - E. The creation and updating of self-help documents for users.

3.3.2.2 The following positions shall be part of the Technical Support Team:

- A. Director of Customer Support (Support, Training)
- B. Customer Support Representative (Support)
- C. Customer Support Representative (Support, Training)
- D. Customer Support Representative (Support, Training)
- E. Field Engineer (Installation, Repairs, Support)
- F. Director of Field Engineering (Installation, Training)
- G. Field Technician (Installation, Repairs)
- H. Field Technician (Installation, Repairs)
- I. Field Technician 100% CITY Dedicated (Repairs, Support)

The CONTRACTOR shall notify the CITY of any staff changes in writing within forty-eight (48) hours.

3.3.3 The tasks for the Customer Support Representative shall include:

- 3.3.3.1 Respond to support tickets generated by CITY staff and CONTRACTORS within twenty-four (24) hours, Monday to Friday
- 3.3.3.2 Manage the flow and status of open CITY support tickets and provide inputs to the Project Managers monthly support ticket status report
 - A. Adjust CITY software configurations
 - B. Configure and provide replacement devices as needed or as deemed necessary by LADOT PM (Return Merchandise Authorizations - RMAs)
 - C. Provide basic product training to users and self-help documents as needed or deemed necessary by CITY

3.3.4 The tasks for the Field Engineer shall include:

- A. Adapt the standard GMV Syncromatics Corp. system design documents to the CITY specific vehicle and technology configurations
- B. Prepare technical drawings and scope of work to describe work that will be performed by field technicians
- C. Prepare training materials and validation checklists for field technicians
- D. Visit yards on a regular weekly basis and interface with maintenance staff on training and support for on-board devices
- E. Troubleshoot complex equipment issues on vehicles

3.3.5 The tasks for the Field Technician shall include:

- A. Perform installation of new on-board technologies
- B. Perform basic troubleshooting and repair/replace activities for faulty on-board technologies
- C. Visit yards on a regular weekly basis to process open tickets related to onboard equipment, swap components, and perform other maintenance activities

3.4 Trainers

The Contractor's trainers shall be responsible for training CITY personnel, the Transit Services Operators' personnel (specifically Technology Managers, Data Managers, and Maintenance Personnel) at all CITY transit facilities, and anyone else identified by the CITY. Training shall be provided for any maintenance, upkeep, the operation of systems, and other products as deemed necessary by the CITY.

3.4.1 The CONTRACTOR shall ensure there is sufficient coverage to meet the demands of this Agreement.

3.4.2 CITY transit service facilities currently include the Sylmar Yard, located at 12776 Foothill Boulevard, Sylmar, California 91342; the South Yard, located at 14011 South Central Avenue, Los Angeles, California 90059; the Harbor City Yard, located at 23903 Normandie Avenue, Harbor City, California 90710; the Washington Yard, located at 1950 East Washington Boulevard, Los Angeles, California 90021, and the Downtown Facility, located at 454 East Commercial Street, Los Angeles, California 90012.

3.5 Subcontractors

The CONTRACTOR shall be responsible for the inspection of subcontractor work.

4. SCOPE OF WORK AND CONTRACTUAL RESPONSIBILITIES

4.1 Scope of Work

The CONTRACTOR shall perform the following tasks. The CONTRACTOR is responsible for operating in compliance with the government codes, regulations and directives applicable to such programs and as defined in this Agreement.

4.1.1 The CONTRACTOR shall use new and existing hardware to perform the following functions:

- A. Bus Global Positioning System (BGPS) Tracking
- B. Computer Aided Dispatching (CAD)/Automatic Vehicle Location (AVL) System
- C. Automatic Passenger Counting
- D. Automatic Voice Annunciation
- E. Driver Interface - Mobile Data Terminals (MDTs)
- F. GMV HUB (new hardware platform VLU - Vehicle Logic Unit)
- G. Onboard Routers
- H. Public Service Announcements Display (PSA) and Route Destination Displays
- I. Bike Counters
- J. Cameras
- K. Wi-Fi

- 4.1.2 The CONTRACTOR shall also use new and existing software to provide the following services:
- A. Website for a public portal
 - B. Data storage
 - C. Real-time bus arrival information
 - D. Coordination with the LADOT Transit Services CONTRACTOR(s) (to be procured through a separate solicitation) to provide the LADOT Transit Mobile Application, to provide access to portals, data feeds, Application Programming Interface (API), or other tools to display real-time bus locations and arrivals, alerts, and other information created in response to the scope of work outlined in this Agreement
 - E. Tools for advanced transit planning, including modeling bus routes and travel times
 - F. Tools to track service and vehicle performance and data metrics collected
- 4.1.3 The CONTRACTOR shall design, implement, support, integrate, and maintain new and existing technologies within LADOT's Transit Services that include:
- A. Procure hardware, software, and licenses, if required, for transit vehicles and operations
 - B. The installation and maintenance of the system to include hardware and software
 - C. Provide maintenance, support, and support personnel for both new and existing systems
 - D. The integration of systems and hardware (including new and existing), software (new and existing), and implementation into a secure web-based site(s) accessible to CITY and Transit Service Operators' personnel
 - E. Provide the Transit Service Operators' personnel, CITY personnel, and other personnel training as needed or as deemed necessary by the CITY
 - F. Provide manuals and warranties for the system(s)
 - G. Develop administrative procedures, performance statistics, and financial records to be approved by the CITY
 - H. Develop methods to maximize service efficiency
 - I. Produce, maintain, and fix the static and real-time General Transit Feed Specification (GTFS) and ensure that the feed meets all requirements in the California Minimum GTFS Guidelines
 - J. Coordinate with LADOT and the Open Mobility Foundation (OMF) on the development of future data standards, such as Mobility Data Specification (MDS) for transit modes
- 4.1.4 Electric Vehicle Fleet Expansion
- 4.1.4.1 The CONTRACTOR shall ensure the new fleet of electric vehicles that the CITY plans to expand during the term of this Agreement and all its components are integrated into the system. The expected fleet size during the term of this Agreement is estimated to be over 400 vehicles and may be subject to additional future expansion.

- 4.1.4.2 The CONTRACTOR shall abide by and obey all applicable Federal, State, and CITY laws. The selected Proposer shall also fully comply with all provisions of the Federal Americans with Disabilities Act (ADA). See United States Department of Transportation, Title 49, Part A, Sections 37.167 (b) and (c) for requirements.

4.1.5 Technology Overview

The CONTRACTOR shall provide a system that includes software, hardware, and necessary services. The CONTRACTOR shall be responsible for the procurement, installation, testing, documentation, training, and maintenance of fixed-end and onboard equipment as specified and shall allow for system expansion and upgrades to ensure current and future operational needs. The system shall be integrated and allow wireless data transmission to be accessible to the CITY, Transit Services Operators' personnel, and any entity the CITY deems necessary. The CONTRACTOR shall provide the components specified in this Section.

4.1.5.1 Bus Stop Inventory Management System

The CONTRACTOR shall develop a bus stop inventory management system.

- 4.1.5.1.1 The management system shall be cloud-based and allow CITY staff to easily manage bus stops and the amenities surrounding the stop.
- 4.1.5.1.2 The management system shall generate datasets that can be imported into LADOT route planning systems, via APIs, or other standard transit data standards.
- 4.1.5.1.3 The management system shall generate data that provides a record of all ridership activity that has occurred at the stop.

4.1.5.2 Camera Systems

- 4.1.5.2.1 The CONTRACTOR shall provide a CCTV System designed to withstand mass transit vehicles' rugged environment. The CONTRACTOR shall purchase and install all components of the camera system. The CONTRACTOR shall prioritize the purchase and installation of the camera system on the Commuter Express vehicles that do not currently have an onboard camera system.
- 4.1.5.2.2 The CONTRACTOR is responsible for upgrading CCTV System in DASH vehicles that are model year 2012 and newer.

- 4.1.5.2.3 The CONTRACTOR shall be responsible for repairs, maintenance, on-going service support, and upgrades of all surveillance systems installed as a result of this Agreement.
- 4.1.5.2.4 The camera system shall record and stream onboard audio and video, and allow for archiving of footage. The system shall include, but not be limited to, the following components per vehicle: a recording system (comparable to NVR system or better), a minimum of eight (8) interior and exterior cameras, onboard LED or LCD monitor with camera input, microphone, GPS antenna, panic button/status LED module, and all mounting gear and accessories. The system shall include accompanying web-based software and be integrated into the CAD/AVL web platform.
- 4.1.5.2.5 The camera system shall have secure remote video access functionality and capture high-definition images. The system shall come with accompanying software that allows for live viewing, wireless offloading, and recording, including remote recording of video streams. Cameras must be weather-proof, have “true” day/night functionality, a built-in microphone, and capture high-quality images in low light. The entire system shall have anti-shock, anti-dust, and anti-vibration to ensure smooth and reliable operation. The system shall store thirty (30) days’ worth of video footage. The CONTRACTOR shall prioritize remote viewing of existing cameras on Commuter Express buses. The CONTRACTOR shall then prioritize remote viewing of existing cameras installed on LADOT DASH vehicles that are model year 2012 and newer, where feasible. No vehicles model year 2012 and older will require remote viewing.

4.1.5.3 Vehicle Wi-Fi Technology

- 4.1.5.3.1 The CONTRACTOR shall ensure all DASH and Commuter Express vehicles have public Wi-Fi capabilities by using a modem installed on each vehicle. The CONTRACTOR shall be required to install newer, faster modems as technology progresses to maintain the speed and connectivity of the public Wi-Fi system.
- 4.1.5.3.2 The CONTRACTOR shall install the latest technology modems on all new, expansion, and replacement vehicles. Updating older fleet vehicles with the latest technology or universal phasing out of the older modem models shall be the CONTRACTOR’s responsibility as dictated by LADOT.

The modem shall be able to secure multiple device connections, such as passenger devices, ViriCiti, and other components, without any service interruptions, dead spots, or speed reduction. The CONTRACTOR shall provide a plan within the first year of the contract to the LADOT Project Manager that outlines how to keep the modems up-to-date during the term of this Agreement, including the optional extension year.

4.1.5.3.3 The CONTRACTOR shall work with the LADOT Project Manager to obtain SIM cards for cellular connectivity.

4.1.5.4 Bicycle Rack Space Availability Notification System

4.1.5.4.1 Currently, some DASH and Commuter Express vehicles have a bicycle rack deployment indicator installed in the vehicle.

4.1.5.4.2 However, bicycle rack indicators on LADOT transit vehicles from 2012 through 2020 do not display the availability to the public, including via the General Transit Feed Specification - Real Time Transit (GTFS-RT) feed. The CONTRACTOR shall install bike rack slot sensor harnesses, excluding buses older than MY 2012. This technology provided real-time status of bike rack usage for LADOT.

4.1.5.4.3 The bicycle rack notification information shall be available to the public on the bus arrival feed website, so the public can use the information for trip planning. The information shall be made available on the LADOT Transit Mobile Application (in coordination with a consultant procured through a separate solicitation) and other third-party mobile application(s). The CONTRACTOR shall procure, design, implement, test, and deploy such a program on all 2012 through 2020 LADOT transit vehicles.

4.1.5.4.4 All buses delivered after 2020 have a bicycle rack notification system and sensors installed. The CONTRACTOR shall maintain and service these components.

4.1.5.4.5 In addition to the public display of bicycle rack availability, the system shall be capable of generating reports on an as needed basis in the form of common programs such as the Microsoft Office suite of programs to track bicycle rack usage by route, trip, and pattern, with the ability to search by day, week, month, and year. The CONTRACTOR shall provide the reports on an as needed basis within one (1) week of request made by the CITY.

4.1.5.5 Vehicle Arrival Times and Vehicle Identification

The CONTRACTOR shall maintain the existing or install new technology that provides real-time bus information to riders via the web, mobile applications, SMS, IVR, and onboard displays. The system shall also allow users to receive bus arrival information via text or phone. The real-time bus information system shall notify riders of the next stop, service interruptions, delays, and arrival times. The CONTRACTOR shall coordinate with a consultant, procured through a separate solicitation, providing a LADOT Transit Mobile App to provide access to information feeds for display in the mobile app. The system shall be able to produce static and GTFS-RT that is publicly accessible by third-party app developers.

4.1.5.6 Public Service Announcements Display (PSA) and Route Destination Displays

All LADOT fleet vehicles model year 2012 or newer, shall be equipped with up to three (3) onboard display screens to display route information or PSAs. The CITY currently updates the content on the displays immediately upon publication via web-based software through the cellular network, so there is no need for a bus to return to a yard for a manual or Wi-Fi update. The CONTRACTOR shall maintain the remote update capability or install new equipment that would continue this capability. Additionally, each display screen shall have the ability to be controlled independently.

4.1.5.6.1 The CONTRACTOR shall be responsible for the installation, integration, and maintenance of vehicle displays and components and be responsible for system upgrades to the latest technology in all LADOT vehicles with approval from the CITY.

4.1.5.6.2 The CONTRACTOR shall ensure that The Emergency Announcement system is capable of allowing for secure remote access by CITY personnel to access and update the public onboard system in case of an emergency.

4.1.5.6.3 Access shall be granted to CITY personnel to allow CITY staff to update information via the Internet in real time.

4.1.5.6.4 The system shall allow CITY personnel to add and remove stops, and make real-time changes to LADOT routes remotely. The current system uses a GTFS file for importing the schedules from a third- party application. The system should be capable of accepting a GTFS file for scheduling.

4.1.5.6.5 The system shall integrate scheduling and route editing features into the CAD/AVL platform to minimize issues with drawing/scheduling in two (2) different places. The CITY currently contracts with Optibus to produce the GTFS feed that contains all of the trips and schedules to be performed. The CONTRACTOR shall work with the current and any future contractor for this feature. The CONTRACTOR shall ensure that the proposed systems are integrated with any scheduling and route editing production software used by LADOT and LADOT contractors.

4.1.5.7 Automatic Voice Annunciation System (AVAS)

LADOT fleet vehicles are equipped with an Automatic Voice Annunciation system (AVAS) with audio announcements and visual display. The CONTRACTOR shall be responsible for the integration of AVAS into any proposed technology improvements and shall upgrade portions of the AVAS system, as necessary, at the request of the CITY.

4.1.5.7.1 The CONTRACTOR shall integrate the AVAS to allow or include the following:

- A. Full remote access by City staff and other designated by the City
- B. Remote capabilities by LADOT Staff to edit and program for single vehicles, multiple vehicles, or all fleet vehicles
- C. Support and meet ADA requirements for interior and exterior announcements
- D. Independent programming for the interior and exterior uses of the vehicle
- E. Sync with existing LED destination signs, display screens, and the AVL
- F. Direct connection to bus speakers, including volume control of both interior and exterior speakers
- G. Act as an amplifier for vehicles with no Public Announcement system
- H. Multiple announcement inputs, such as door open/close announcements, location-specific audio announcements, and upcoming bus stop announcements
- I. Prerecorded voice announcements with an industry-standard audio file, such as MP3, WAV, etc.
- J. Preprogramming by GPS coordinates

4.1.5.7.2 The CONTRACTOR shall purchase and install replacement AVAS hardware as necessary.

4.1.5.8 LED Destination Signs

All LADOT buses are currently equipped with an exterior LED destination sign, an interior LED destination sign, and a side LED destination sign. Some LADOT vehicles are also equipped with a rear route number LED sign. The CONTRACTOR shall integrate the LED signs and accompanying components into the necessary systems to allow for remote access and real-time updating of the destination signs for selected fleet vehicle(s) or the entire fleet. The CONTRACTOR shall be responsible for maintaining the remote access capability and addressing any issues with the components' programming or wiring, except to the extent such issues are pre-existing or endemic. The CONTRACTOR shall address any issues that arise with the physical signs within 30 days, to the extent reasonably practicable.

4.1.5.9 Computer-Aided Dispatching (CAD)/Automatic Vehicle Location (AVL)

The CONTRACTOR shall utilize the CITY approved CAD/AVL hardware and software system that tracks and seamlessly connects vehicles to dispatch. The CAD/AVL system shall provide real-time vehicle location information via GPS updates at a frequency of six (6) seconds or less that are then used to manage LADOT Transit Services.

4.1.5.9.1 The CAD/AVL system shall feature, but not be limited to the following functions and tools:

- A. Vehicle tracking – live map vehicle tracking; recording vehicle history data that shows individual GPS points for a specific vehicle at any given time; track vehicle status and assignments; provide route and schedule management
- B. Schedule analyzer
- C. Reporting capabilities, including but not limited to: APC reports, headways, on-time performance (to include information for route, trip, run, vehicle, and individual stops), route and vehicle data, and driver performance
- D. Dispatch tools, including a bunching screen, on-time performance, vehicle status, alert screen, live dispatch map, MDT messenger
- E. Ability for dispatchers to log drivers remotely to assigned routes
- F. Trip-specific information such as passenger loads and on-time performance

4.1.5.9.2 The proposed dispatch tools shall enable dispatchers to view headway-based routes and identify inconsistent service intervals. The software shall provide a map-based

view and a list-based view that is sortable, filterable, and prioritized based on any vehicle attribute, including but not limited to block, route, run number, vehicle number, driver, and time point.

4.1.5.10 Advanced Transportation and Congestion Management Technologies Deployment (ATCMTD)

LADOT requires that the MDT (Mobile Data Terminal) on all fleet vehicles be capable of Advanced Transportation and Congestion Management Technologies Deployment (ATCMTD). The ATCMTD system shall include communication with LADOT's Automated Traffic Surveillance and Control System. The technology and communication shall alert bus drivers of green light, red light, and yellow light phase timing so drivers have the ability to determine appropriate action when approaching traffic signals. The system shall also have the capacity to address the needs of future Transit priority system(s).

4.1.5.10.1 The CONTRACTOR shall integrate the ATCMTD with the existing Android MDTs. The MDT shall be secure in such a way that the drivers cannot tamper with the equipment, causing it to malfunction.

4.1.5.10.2 The CONTRACTOR shall provide hardware and software engineering support to LADOT's Advanced Transportation System and Research (ATSAR) section to implement the ATCMTD project as needed.

4.1.5.10.3 The CONTRACTOR shall be responsible for the following task including but not limited to the following under the supervisions and direction of LADOT engineers, identified by LADOT PM:

- A. Borland C++ IDE – migrate the TPS development environment from Borland C++ IDE to the latest Microsoft IDE; test and verify new executables in TPS Kernel machine; and configure a new TPS Kernel for the ATCMTD project.
- B. DOT Transit Priority Management (TPM) software update and bug fixes – continue the above tasks to add ATCMTD specific features (near side & amp; turning stops, bus boarding status, and TPS status data transmission to Syncromatics) to the TPM software.
- C. TPS MySQL database server – troubleshooting database server business logic and data update issues; documenting and setting up startup procedures for the server; and developing two data query reports for the project.

- D. C++ and C# development in Microsoft IDE – add ATCMTD specific features to ATCS Client software.
- E. Linux server software modification and configuration – work with Cal PATH in setup and configuration of DSRC/C-V2X RSU and OBU units.
- F. Ethernet integration of ATSAC communications system API – migrate and validate existing ATSAC TPS application, sysdev, scp dev, Rockport driver, and ethernet driver libraries from RTX to RT Linux.

4.1.5.10.4 The ATCMTD project employs the DSRC/C-V2X technology, digital image processing, and embedded computer technology. Under the supervision and direction of the LADOT engineer, a Hardware Engineering Development CONTRACTOR staff shall be responsible for tasks including (but not limited to) the following:

- G. Installation, verification, and configuration of the radios – coordinate the procurement of all DSRC/C-V2X radios, and supervise vendor installation, configuration, and test of 55 DSRC/C-V2X RSUs, 55 cellular modems, and up to 45 DSRC/C-V2X OBUs.
- H. Network design and configuration – design and configure a wireless Verizon MPLS network; work with ATSAR staff to install serial ATSAC serial communications pairs, supervise installation of both networks in the field and the Center.
- I. Network security system setup – design and setup network security management, load balancing, redundancy, and anomaly monitoring system using Cisco Stealthwatch appliance and other tools, and document and train ATSAR staff.
- J. Digital video processor and the 2070 controller – supervise vendor installation of 5 digital video recognition systems, design and configure 2020 TSCP timing for the pedestrian safety feature, wire cabinets for pedestrian safety activation.

4.1.5.11 Advance Transit Planning Software

4.1.5.11.1 The CONTRACTOR shall provide software tools for CITY staff, CITY contractors, and other entities as directed by LADOT, to plan and model new transit routes, changes to existing transit routes, including travel times and changes to route headways.

4.1.5.11.2 The CONTRACTOR shall ensure the software allows CITY staff to export data and maps on proposed changes in the form of tables, static graphics, and shareable interactive

maps and graphics. This software shall be provided at the start of this Agreement. LADOT uses Remix to perform this function currently. This software shall be made available to CITY staff upon execution of this Agreement.

4.1.5.12 Performance and Metrics Tracking Tool/MIS

- 4.1.5.12.1 The CONTRACTOR shall provide software tools and/or a data portal to allow CITY staff to access data and metrics collected or created. These metrics shall include, but are not limited to, vehicle on-time performance, maintenance and incident logs, and ridership data. Software tools shall be able to export data in the form of reports and tables.
- 4.1.5.12.2 The CONTRACTOR shall coordinate with other LADOT contractors, including the LADOT transit service operators (.), to enable access to various data sets for inclusion in the tracking tool. Currently MV Transportation holds this contract but the contractor may change during the term of this agreement. The CONTRACTOR is to work with the identified operations contractor.
- 4.1.5.12.3 The CONTRACTOR shall propose a Management Information System (MIS) that is a data repository used to host transit fleet, bus yard inventory, contractor records, fare revenue data collection, ridership and mobile data terminal (MDT) data, tracking National Transit Data (NTD) assets and information, and includes a customer comment/complaint system for tracking service quality assurance. LADOT currently has a pilot program with ViriCiti for tracking the state of charge status and other electrical components for five (5) electric fleet vehicles that would need to be incorporated into this platform. This MIS platform shall be able to accept APIs from the various data collection systems currently in use such as, but not limited to, Optibus and Urban Transportation Associates (UTA).
- 4.1.5.12.4 During the term of this Agreement, reports shall be modified or created to ensure compliance with the Federal Transit Administration National Transit Database (NTD) as requested by LADOT. The CITY currently uses TransTrack for its MIS needs.

4.1.5.13 Automatic Passenger Counter (APC) System

All Commuter Express fleet vehicles have one APC unit installed, whereas DASH fleet vehicles have two (2) APC units installed. These units collect passenger boarding and alighting information and

calculate how many open seats are available on the vehicle. LADOT also uses the APC to collect data for ridership reports.

4.1.5.13.1 The CONTRACTOR shall work with the CITY to upgrade APCs in all DASH and Commuter Express transit vehicles. The APC system shall provide accurate ridership counts. The APC shall be integrated with the web-based system and provide real-time passenger count and bus capacity information.

4.1.5.13.2 The APC shall be working at all times and the health of the APC shall be monitored at a frequency of 95% or higher for which the CITY can rely on the system's accuracy. The CONTRACTOR shall repair and/or replace any malfunctioning APC immediately and shall have APC parts available in their spare parts inventory.

4.1.5.13.3 The CITY currently uses a stand-alone software that helps to filter and clean the APC data. The CONTRACTOR shall provide an automated ridership software capable of collecting APC data and analyzing and validating the data. The software shall be able to render reports, analyze rider trends, and route evaluations to optimize service. The software shall also allow for the customization of performance indicators and have the capability to filter out ridership anomalies, discrepancies, and NTD non-compliance issues. The software shall be used to support the process of annual NTD certification benchmark ridership surveys.

4.1.5.14 ViriCiti (ChargePoint) Integration

The CITY is transitioning to an all-electric fleet equipped with ViriCiti (ChargePoint) software. The CONTRACTOR shall include this software for all LADOT electric fleet vehicles into the system. The system shall provide real-time monitoring of vehicles and charge stations, as well as provide analyses and reporting capabilities in the form of graphs and tables that are compatible with common programs, including Microsoft Office. At a minimum, the system shall provide the following: real-time and historic vehicle statistics, real-time and historic route statistics, real-time charger status, KPI charge reports, remote reset of chargers, faults and warnings, Battery Statistics, remote diagnostics, reports, and smart charging software. The system shall utilize the existing onboard cellular connectivity.

4.1.5.14.1 As the CITY transitions to an all-electric fleet, the CITY may pursue additional monitoring of non-electric buses. If this additional monitoring is pursued, the CONTRACTOR shall provide software that has the same functionality as

mentioned above for the non-electric Buses. The system shall use the same existing onboard cellular connectivity for operation.

4.1.5.15 Real-Time Bus Arrival Solar-Powered Signs Integration

The CITY is procuring a separate contract to design, manufacture, procure, install, program, and maintain real-time bus arrival passenger information lighted solar signs. The CONTRACTOR shall integrate the Real-Time Bus Arrival Solar-Powered Signs information into the system. The CONTRACTOR shall provide the CITY and entities designated by LADOT access to portals, data feeds, Application Programming Interface (API), or other tools to display real-time bus locations and arrivals, alerts, and other information on the Real-Time Bus Arrival Solar-Powered Signs. The CONTRACTOR shall work with the selected contractor on the Real-Time Bus Arrival Solar-Powered Signs.

4.1.5.16 Website and System

4.1.5.16.1 The CONTRACTOR shall host all systems listed in this Agreement on a secure cloud-based site(s) accessible to CITY and Transit Service Operator's personnel. The CITY shall not allow any solution that involves locally hosted hardware or software.

4.1.5.16.2 The CITY shall allow the CONTRACTOR to replace existing capital hardware with the approval of the CITY.

4.1.5.17 Intellectual Property, Security and Data Protection

4.1.5.17.1 The CONTRACTOR shall host all CITY data under this Agreement at data centers maintained and operated by either the CONTRACTOR or an established cloud-hosting business to be approved by LADOT.

4.1.5.17.2 The CONTRACTOR shall provide cloud-based backup services using either a public or a private cloud backup. The CONTRACTOR shall ensure that the Cloud backup provider provides file versioning to ensure system recovery.

4.1.5.17.3 The CONTRACTOR shall provide for secure storage and access of CITY data pursuant to the Data License and Protection Agreement (Attachment D - Master Data License and Protection Agreement).

4.1.5.18 Cloud Back-Up and Hosting Requirements

- 4.1.5.18.1 The CONTRACTOR shall ensure that any cloud backup or hosting agreements include a customer data and intellectual property clause, data safeguards clause including security and data protection, SOC2/SSAE 16 Certification, data breach monitoring, network and communication security, customer data handling procedures, physical security, and penetration testing.
- 4.1.5.18.2 The cloud/hosting company performs background checks on all licensor personnel and direct-hire contractors (including temporary and non-employee personnel) who will be performing services for the cloud/hosting company; provide SSAE-16/SOC-2 Type II reporting; information security breach notification clause; and an insurance clause for Cyber-liability Insurance in any licensing agreement generated from this contract.

4.1.5.19 Performance Reports

- 4.1.5.19.1 The CONTRACTOR shall ensure that at minimum the following reports are available to LADOT staff from the system at all times:
 - A. On-time performance (OTP) and Ridership by route, by date, by Region, by System, by Service and by Driver
 - B. Driver information/performance including OTP, as well as early trips, late trips, missed trips
 - C. Scheduled and Actual departure information from each route's time point and ability to sort by Date, Block, Vehicle, Driver (similar to the current Daily Schedule Performance report)
 - D. Dispatch logs showing real time information and being able to save this information
- 4.1.5.19.2 The CONTRACTOR shall provide any ad hoc report requested by the CITY within ten (10) business days.

4.1.5.20 Data Formatting

- 4.1.5.20.1 The CITY owns all data pertaining to this Agreement and all components of the system. The CITY reserves the right to request data as needed and to share the data if necessary.
- 4.1.5.20.2 The CONTRACTOR shall make all CAD/AVL and passenger information data available for client-approved Application

Platform Interface (API). The CONTRACTOR shall provide LADOT with real-time data availability via an API in compliance with the currently published LADOT Mobility Data Specifications (MDS), including future versions of MDS and future specifications developed for other transportation modes. The current version of the MDS and any updates are located at <https://github.com/CITYOfLosAngeles/mobility-data-specification>.

- 4.1.5.20.3 The CONTRACTOR shall enforce relevant data-sharing protocols, methods, and services rendered, including but not limited to Table 1 - Data Sharing Protocol. The CONTRACTOR shall not share this data with any agency, individual, group, or others without prior written notice from the CITY.

Table 1 - Data Sharing Protocol	
Mode	Data Sharing Protocol
Private Transit Vehicle Operators	Mobility Data Specification (MDS)
Bike Share	MDS & General Bikeshare Feed Standard
Dockless Shared Mobility	MDS
Transit	General Transit Feed Specification & GTFS Real-time
Secure Bicycle Parking	MDS, Daily and Monthly Usage
Carshare	MDS

- 4.1.5.20.4 The CONTRACTOR shall ensure data is secure at all times. All programming and formatting shall be in the industry-established standardized format unless otherwise directed by the CITY.
- 4.1.5.20.5 The CONTRACTOR shall maintain a backup data storage system during this Agreement period. At the end of this Agreement period, the CONTRACTOR shall assist in the transferring of this data to any party(ies) identified by the CITY.
- 4.1.5.20.6 MDS for new modes of transportation, including transit, is currently in development. If this development is not completed before the execution of the Agreement, the CONTRACTOR shall be responsible for completing the transition of transit location data to the MDS platform.
- 4.1.5.20.7 The CONTRACTOR shall comply with the California GTFS State Standards and remain compliant, as the standards are expected to be updated periodically throughout the

terms of this Agreement. Information for the California GTFS State Standards can be accessed through this link:

<https://dot.ca.gov/cal-itp/california-minimum-general-transit-feed-specification-gtfs-guidelines>

4.1.5.21 Electronic Driver Vehicle Inspection Reports (EDVIR)

LADOT has deployed the EDVIR at the Downtown Yard. The CONTRACTOR shall develop an integrated approach that allows drivers to complete pre-driving and post-driving inspections as well as any other required inspections, such as driver relief inspections. Each report shall be stored on a cloud-based system so that remote access can be given to CITY staff and the operations contractor. The web-based system shall produce reports, notes, and any other pertinent information that is required to be compliant with local, state, and federal laws. The CONTRACTOR shall provide a robust training component to CITY staff as approved by LADOT and to the Transit Service Operator's contractor for each yard and as needed.

4.1.5.22 Advanced Bus Yard Management System

4.1.5.22.1 The CONTRACTOR has partnered with Ubisense, a subcontractor, and shall propose and develop a cloud-based solution to track the location of buses in the depot at all times, with a location accuracy of three (3) feet or better, ninety-five percent (95%) of the time, both indoors and outdoors. The system shall update all bus locations every few seconds. The system shall utilize a single robust and weather proof tag which has a battery life of six (6) years or better. The system shall be cloud hosted and accessible via web browser with no special software or plugins. The system shall be capable of interfacing with external systems using standard out of the box APIs, such as CAD/AVL, Maintenance, Scheduling, and EV Charge Management systems. The system shall provide a browser-based visualization of the yard with real time vehicle positioning, color coding for vehicle status, and display of relevant vehicle data such as route assignment, pull out times, maintenance holds, etc.

4.1.5.22.2 The system shall configure real time alerts and notifications and capture and store historical location and operational information for use in performance dashboards and continuous improvement. Examples of information collection that is required include: number of late pullout count, average time between scheduled pull out and actual departure, average time in maintenance bays, etc. The sensors/anchors shall utilize standard

power over ethernet (POE) and report individual device health and status.

- 4.1.5.22.3 The system shall maximize the utilization of limited bus chargers to get more electric buses on the road, provide new tools and performance metrics for monitoring operations contractors, improve efficient use of limited real estate in dense bus yards by enabling stacked parking and enable dynamic re-allocation of buses between yards based on available charging capacity.

4.1.5.23 Electronic Bus Charge Management System

- 4.1.5.23.1 The CONTRACTOR has partnered with MoEV, a subcontractor, and shall propose and develop a software to manage its existing and future chargers for Battery Electric Buses (BEBs). The software shall adhere to open systems architecture and work seamlessly with various third-party data sources, including:

- A. All Open Charge Point Protocol (OCPP) Version 1.6 and Version 2.01 chargers
- B. Telematics from all vendors that offer an open API (application programming interface)
- C. CAD/AVL or GTFS inputs

- 4.1.5.23.2 The software shall use Machine Learning (ML) and Artificial Intelligence (AI) to assess battery characteristics and performance, develop a unique battery requirement for each vehicle based on upcoming blocks, and use this profile to predict performance with individual chargers to optimize charging. The software shall have specific features to enable simultaneous charging of multiple vehicles without incurring utility demand charges and use utility rate tariffs to optimize energy costs. It shall detect phantom charging and cut off current flow to battery to reduce wasted electricity. The software shall be used to support Transit Service Operators in yard management and block/route management. The software shall be able to integrate non-battery electric buses (hydrogen, internal combustion engines) for total yard and block management.

4.1.5.24 Training and User Manuals

- 4.1.5.24.1 The CONTRACTOR shall provide LADOT, Transit Services Operators, and other entities as determined by LADOT, with a soft and hard copy of the user manual for every operating system.

4.1.5.24.2 The CONTRACTOR shall provide training to LADOT personnel, Transit Services Operators personnel, and other entities as determined by LADOT, on all systems, hardware, and software, including both new and existing systems.

4.1.2.24.3 The CONTRACTOR shall make the user manuals accessible online and shall propose other means of training, including online training, webinars, and self-paced training modules. The manuals shall be updated on a regular basis to ensure they are up to date.

4.1.5.25 Maintenance

4.1.5.25.1 The CONTRACTOR, as necessary, shall provide repair and replacement for all system components covered under warranty and as requested by the CITY.

4.1.5.25.2 The CONTRACTOR shall provide user manuals, maintenance manuals, and training to CITY staff, Transit Service Operators personnel, and other entities as determined by the CITY, for each and all components. The CONTRACTOR shall comply with the operating standards outlined in Section 4.1.6.1 - Operating Standards.

4.1.5.25.3 The CONTRACTOR shall fix existing capital hardware, software, and components that are part of the integration of this Agreement. The CONTRACTOR shall propose an adequate maintenance plan within ninety (90) days of the start of the contract to address any failures within the timeframe outlined in Section 5.1 - Performance Standards.

4.1.5.25.4 The CONTRACTOR shall coordinate with the LADOT and/or the Transit Service Operators personnel to create a maintenance and repair schedule.

4.1.5.26 Website Maintenance

4.1.5.26.1 The CONTRACTOR shall maintain all websites created in response to the scope of work outlined in this Agreement. During the duration of this Agreement, the CONTRACTOR shall be the sole provider of maintenance services for all websites, and no other party shall have access to or rights to change the website without the CITY's approval. The website is separate from the LADOT website. Any widgets

or links on websites that are requested as part of the contract shall be coordinated with LADOT.

4.1.5.26.2 The CONTRACTOR shall respond to all maintenance requests from the CITY within 24 hours on weekdays and 48 hours on weekends, via email or phone, with a confirmation that the request was received, and an estimated completion date for each action item in the request.

4.1.5.26.3 The CONTRACTOR shall be responsible for:

- A. Editing, revising, updating, or creating new textual/minor graphical content
- B. Website design, redesign, and re-alignment as well as re-development to a web page, website, and web-graphics on the website
- C. Consultation and guidance on the use of the website
- D. Maintaining on-page search engine optimization (SEO) such as Meta tags (title, description, keywords), alt tag (an alt attribute on an image tag), header tag (<1h>tag in HTML) h1, h2, h3
- E. Performing regular monitoring and updating to ensure impeccable performance across all major browsers
- F. Protecting against hackers from gaining access to the site(s)
- G. Providing regular and thorough backups of the site(s) so that it may be fully restored in case of loss
- H. Providing website functionality monitoring to ensure proper operations, and identify and update where upgrades are needed. System plugins may become outdated and no longer work with the newest version of the website software. The CONTRACTOR shall accommodate the newer version with the improvements in the website software
- I. Downtime for any website is unacceptable; if CONTRACTOR uses a subcontractor or service to host websites, CONTRACTOR shall immediately work with the hosting company to address system interruptions to restore website functionality as quickly as possible and ensure the website is working as intended

4.1.5.27 System Integration and Interoperability

4.1.5.27.1 The CONTRACTOR shall be responsible for system integration and interoperability of all new and existing components, including new vehicle equipment and software purchased through other CITY contracts. The

system shall enable data to be uploaded to a central website. The website shall allow the CITY to control user access and security.

4.1.5.27.2 The CITY shall continue to remotely access, view, and change, via the website application, the following systems and equipment:

- A. Vehicle Head Signs
- B. Onboard bicycle rack space availability
- C. Onboard public information system and displays, with remote updating
- D. Public Information System
- E. All CAD/AVL dispatch data and systems
- F. MDT/ ATCMTD including driver log-on, data, and dispatch information
- G. APC and Ridership Data

4.1.5.27.3 Each of the components listed above are connected through a network of third-party applications such as Enplug and Hanover Wireless Data Manager (WDM) that allow LADOT Staff to access the system remotely. The CONTRACTOR shall ensure that all applications and components continue to be compatible and the CITY is able to remotely access, view, and change current and future systems and equipment via the website application.

4.1.5.28 Data Access and Coordination for Mobile Applications

The CONTRACTOR shall coordinate with an LADOT designated consultant to procure through a separate solicitation for the LADOT Transit Mobile Application. The CONTRACTOR shall provide LADOT and any other entities specified by LADOT access to portals, data feeds, APIs, any tools used to display real-time bus locations, arrivals, alerts, and other information outlined in this contract, for use in the mobile application.

4.1.5.29 System Installation and Upgrades Plan

4.1.5.29.1 The CONTRACTOR shall submit an installation and upgrade plan, hereinafter referred to as "Plan," to the CITY for approval. The CITY will conduct a two-step review and approval of the Plan.

4.1.5.29.2 The CITY shall review the Plan and provide initial approval. Once initial approval is provided, the CONTRACTOR shall complete installations and/or upgrades to one (1) vehicle and/or at one (1) location and inform the CITY upon

completion of work to the first vehicle/location. The CITY shall conduct an inspection of the CONTRACTOR's completed work to ensure the CITY standards are met. Once the CITY approves the CONTRACTOR's work of the initial vehicle/location, the CITY shall provide the second approval, which allows the CONTRACTOR to complete the approved work to the rest of the designated fleet vehicles.

- 4.1.5.29.3 The CONTRACTOR shall perform system testing to ensure conductivity before CITY inspection and signoff. The CITY reserves the right to observe, inspect, and test all equipment and systems.
- 4.1.5.29.4 The CITY shall inspect all new or upgraded equipment and/or systems before providing approval for the CONTRACTOR to complete installation regarding that specific task. The CITY shall complete a final inspection and acceptance tests.
- 4.1.5.29.5 The CONTRACTOR shall be asked to make changes or to correct deficiencies until the system is to the satisfaction of the CITY. Once the CONTRACTOR has completed all corrections of the installation and/or upgrade to the satisfaction of the CITY, the CITY shall issue its acceptance letter.
- 4.1.5.29.6 The CONTRACTOR shall coordinate system installation and upgrades with the CITY or the CITY's designee to ensure the vehicles and equipment are available. The CONTRACTOR shall complete installation and upgrades in the evening or during hours that will provide minimal impact to Transit Service Operators.
- 4.1.5.29.7 The CONTRACTOR shall maintain records of all equipment installed by vehicle number, installation/upgrade date, and technician. The record shall be kept in a format such as an Excel file or Google Sheet that is shared on the cloud with the designated CITY project manager.

4.1.5.30 Help Desk, After-Hours Support, and Technical Support

- 4.1.5.30.1 During the term of this Agreement, the CONTRACTOR shall provide on-call technical support to assist with the maintenance of all systems described in this contract. On-call technical support shall be provided via telephone, e-mail, customer support self-service portal, and screen share as necessary. The CONTRACTOR shall provide technical support to the CITY, Transit Service Operator

staff, and persons as necessary and will be asked to work directly with the transit service operators at the various CITY Transit Operation yards when necessary.

- 4.1.5.30.2 The CONTRACTOR shall help answer technical questions regarding hardware problems, software problems, and provide troubleshooting.
- 4.1.5.30.3 The CONTRACTOR shall track all requests and provide reports in an Excel file or in Google Sheets each month on the nature of the complaints, the number of days to resolve the issue, and the cause of the issue or failure to the LADOT Project Managers.
- 4.1.5.30.4 The CONTRACTOR shall comply with all Performance Standards as described in Section 5.1 - Performance Standards. Performance Penalties shall be applied when Performance Standards are not met.
- 4.1.5.30.5 The Technical Support staff shall maintain a record of all complaints or operational problems and report any significant issues to the Project Manager immediately. It is the Project Manager's responsibility to ensure that Technical Support staff takes appropriate measures to correct the problem.

4.1.5.31 Warranty

The CONTRACTOR shall warrant that all work be in accordance with this Agreement and shall comply with the Performance Standards for a period of one (1) year from final acceptance of the work. In the event of a breach of this warranty, the CONTRACTOR shall take the necessary actions to correct the breach and the consequences thereof, at the CONTRACTOR's sole expense, in the most expeditious manner as permitted by existing circumstances. If the CONTRACTOR does not promptly take steps to correct the breach upon notification thereof by the LADOT, the CITY without waiving any other rights or remedies it may have at law or otherwise, may do so or cause others to do so and the CONTRACTOR shall promptly reimburse the CITY for all expenses and costs incurred in connection therewith.

4.1.5.32 System and Installation Warranties

- 4.1.5.32.1 The CONTRACTOR shall warrant all installation work and all system hardware furnished by the CONTRACTOR including, but not limited to, all such work, and system hardware provided by subcontractors, suppliers, or other manufacturers shall be of good quality and free of any

defects or faulty materials and workmanship for the warranty period.

4.1.5.32.2 The CONTRACTOR shall also warrant that all installation work and system hardware shall perform according to the specifications for the warranty period. All warranties and guarantees of subcontractors, suppliers, and manufacturers with respect to any such work and system hardware are deemed to be obtained by the CONTRACTOR for the benefit of the CITY regardless of whether or not such warranties and guarantees have been transferred or assigned to the CITY by separate agreement. The CONTRACTOR shall fully enforce such warranties and guarantees on behalf of the CITY.

4.1.5.32.3 The CONTRACTOR shall provide warranty documents to the CITY for all hardware and software installed. The CONTRACTOR shall be responsible for obtaining a warranty from the manufacturers/suppliers.

4.1.5.32.4 With regards to all system software, the CONTRACTOR shall warrant:

- A. All software is free of defects in design and workmanship and shall perform according to the specifications.
- B. All software does not contain any timers, counters, or pre-programmed devices that will cause the software to become erased, inoperable, or incapable of performing as specified.
- C. All software contains an appropriate security and control system for protecting the software and the data from unauthorized use.
- D. All software shall be free of “backdoors” and all other known methods of software access which bypass the normal system security features.

4.1.5.33 Warranty Obligations

4.1.5.33.1 All non-critical warranty work on defective or non-complying installation work, or system hardware, or any software defects or errors that cause the software to fail to conform to the requirements of this Agreement shall be performed by the CONTRACTOR at no cost to the CITY and within thirty (30) days of being notified in writing by the CITY. Any defects that affect the critical functions of the Transit operations shall be fixed within 24 hours.

4.1.5.33.2 The CONTRACTOR shall maintain adequate staffing and parts for replacement of all defective or non-complying work or equipment, including test repair, warranty repair, spare modules, spare assemblies, spare components and spare parts in furtherance of the warranty requirements.

4.1.5.33.3 The CITY shall operate the system hardware and software in accordance with the CONTRACTOR specific instructions in order to maintain all warranties. However, the CONTRACTOR shall hold the CITY harmless and the CONTRACTOR shall be responsible for repairing any damage from the CONTRACTOR's improper operation of any system hardware or software resulting from the CONTRACTOR's failure to provide adequate or correct training and/or complete operating manuals, software manuals, electrical drawings, complete computer program documentation and other documentation required to be furnished as identified within these specifications and this Agreement.

4.1.5.34 Applicable Codes and Regulations

The CONTRACTOR shall comply with all CITY regulations and best practices in relation to all duties performed under this Agreement.

4.1.5.35 Licenses

4.1.5.35.1 The CONTRACTOR shall be responsible for providing and maintaining all software licenses required to perform the scope of service of this Agreement, including those necessary for LADOT staff and designated service providers. Software licenses include proprietary licenses, GNU general public licenses, end user license agreements (EULA), workstation licenses, concurrent use licenses, site licenses, perpetual licenses, and non-perpetual licenses.

4.1.5.35.2 All licenses shall be maintained by the CONTRACTOR during the entire term of this Agreement, and transferable to the CITY or a CITY designated contractor at the end of the Agreement term.

4.1.6 Management

The CONTRACTOR shall be responsible for project management according to specified procedures. The CITY may establish additional rules that are reasonable for the operation of this service after consultation with the CONTRACTOR.

4.1.6.1 Operating Standards

- 4.1.6.1.1 The CONTRACTOR shall work closely with the CITY. The CONTRACTOR's project manager shall work closely with the designated CITY Project Manager. There shall be two project status meetings per month with the CITY, two working group meetings per month with stakeholder groups (every other week) and quarterly project review meetings with the executive staff. The CONTRACTOR shall be responsible for agendas and meeting minutes. The CONTRACTOR shall provide monthly status reports to the CITY Project Manager in addition to weekly status emails to summarize any issues and concerns with any of the technology covered under this Agreement. The project status report format shall be approved by the CITY before the first monthly report and that shall be used for the duration of this Agreement.
- 4.1.6.1.2 The CONTRACTOR shall keep the system operational at all times and have a maintenance and upgrade plan in place to ensure the system is continuously running. The CITY shall be notified of any system upgrades or maintenance at least 24-hours in advance in order for the CITY to make arrangements with the CITY transit service operator contractors, to ensure the vehicles are available, and transit service is not affected. Any system malfunctions that result in the system being down or not operating as required shall be reported in writing immediately to the LADOT Project Manager.
- 4.1.6.1.3 The CONTRACTOR shall establish procedures within thirty (30) days of the start of the contract to ensure that the LADOT Project Manager is aware of complaints and operational problems. The procedures shall be approved by LADOT and shall be revised as needed. The information shall be submitted to the LADOT Project Manager on a monthly or as needed basis.

4.1.6.2 Personnel Standards

- 4.1.6.2.1 The CONTRACTOR shall ensure that the Technical Support staff are fully trained, able to repair, and have knowledge of all operating systems, software, and hardware. The CONTRACTOR shall ensure that Technical Support staff and at least one (1) fully trained alternate Technical Support staff member always be available to ensure consistent and reliable service.

4.1.6.2.2 Training staff shall be knowledgeable of all hardware and software and be aware of all processes and procedures of how the system works. Training staff shall have the ability to anticipate any common issues of the system and common mistakes encountered by users.

4.1.6.2.3 Project personnel shall work closely with CITY staff as well as staff from the Transit Service Operators. Project personnel shall maintain a courteous attitude, answering to the best of their ability any questions regarding technical support, user manuals, or any other provision of the service. Personnel shall report all operational problems to the LADOT Project Manager.

4.1.6.3 Operating During a Declared Emergency

4.1.6.3.1 Upon declaration of an emergency by the Mayor, the General Manager of the Department of Transportation is responsible for a number of transportation-related activities, including the development of emergency travel routes and the coordination with other agencies supplying common carrier services. In the event of a declared emergency, the CONTRACTOR shall ensure the system is operating and fully functional within 48 hours.

4.1.6.3.2 The CONTRACTOR shall have staff readily available to work in the case of a declared emergency. In the case of a declared emergency, the CITY's fleet may be used to help transport constituents or provide other services. It is crucial that all components of the system be operational at all times.

4.1.6.4 Subcontractor Substitution

4.1.6.4.1 The CONTRACTOR shall not terminate and/or replace a DBE subcontractor listed in this Agreement without the prior written consent of the CITY. The CONTRACTOR shall maintain the level of all subcontractor participation throughout the term of this Agreement. To this extent, any unapproved reduction in the listed subcontractor amount shall be considered an unauthorized substitution.

4.1.6.4.2 To get approval for a subcontractor substitution, the CONTRACTOR shall request approval of the CITY for all substitutions of bid-listed subcontractors. This request shall be in writing and submitted to the CITY's Head of Transit Operations. The request shall give the reason for the substitution, the name of the subcontractor and the name of the replacement subcontractor. If the

replacement subcontractor is allowed, that subcontractor shall meet all the CITY requirements. Whenever the CONTRACTOR seeks to substitute a bid-listed subcontractor, the Consultant shall make a BIP Outreach to replace the subcontractor.

4.1.6.5 Schedule B and Schedule C Reporting Requirements

- 4.1.6.5.1 During the term of this Agreement the Contractor shall submit the Subcontractor Utilization Profile with every monthly invoice to the CITY. The Schedule B shall list all schedule A subcontractors, along with utilization.
- 4.1.6.5.2 Upon completion of the project, a summary of these records shall be prepared on the "Final Subcontracting Report" form (Schedule C) and certified correct by the consultant or its authorized representative. The completed form shall be due to the CITY within fifteen working days after completion of the Agreement term or Agreement termination date.

4.1.7 CONTRACTOR Reports

The CONTRACTOR shall utilize a database to provide data reporting to monitor and evaluate the productivity of the service and the performance of the CONTRACTOR. The CITY's Management Information System (MIS) relies upon CONTRACTOR self-reporting which enables the CONTRACTOR to evaluate its performance better. The success of the CITY's CONTRACTOR Performance Evaluation Program is dependent upon the timely and accurate reporting of essential operational, management, and service information by the CONTRACTOR. The CONTRACTOR Project Manager, following the established reporting schedule, shall prepare data reports to be submitted promptly to the CITY. The CITY reserves the right to update, alter and request new reports from the CONTRACTOR as needed.

4.1.7.1 Required CONTRACTOR's Report

- 4.1.7.1.1 The CONTRACTOR shall submit the scheduled reports listed in Table 2 - CONTRACTOR Required Reporting and Frequency to the CITY. The CITY reserves the right to change the reports or require additional reports from the CONTRACTOR. The CITY reserves the right to change the frequency of the required reports.
- 4.1.7.1.2 The CONTRACTOR shall submit daily, weekly, and monthly reports, to the LADOT Project Manager, by 10:00 a.m. of the following business day of the reporting cycle. Reports shall be submitted no later than the 15th day of the following month of the reporting cycle.

- A. Reports shall be reviewed and signed by the LADOT Project Manager. Reports shall be verified for accuracy and to ensure these reports follow established (Federal Transit Administration) FTA guidelines. The LADOT Project Manager shall verify that the on-going system is in place and maintained for recording data in accordance with the CITY's definitions.
- B. The CONTRACTOR shall ensure all source documents are made available to support the reported data upon request by the CITY. In addition, a verifiable system of internal controls shall be in place to assure the accuracy of the data collection process and recording system. The CONTRACTOR shall cooperate with all audits of reported data, data gathering procedures, and systems, as requested by the CITY.
- C. The CONTRACTOR shall be required to replace any component that fails to meet the standards set forth in the program.
- D. The CITY reserves the right to modify the CONTRACTOR's Reports as it deems necessary.
- E. In addition to the reports in Table 2 - CONTRACTOR Required Reporting and Frequency, the CONTRACTOR shall provide data on any third-party platforms, such as Cradlepoint router, that can provide more data on user usage.

Table 2 - CONTRACTOR Required Reporting and Frequency				
Item Number, Name of Report/Log	Frequency	Description	Where entered	What is included
1. Installation and Upgrades Status Report	Monthly	Report providing an update on the status of installations and upgrades	Electronic report e-mailed to LADOT Project Manager	Name of hardware or software is installed or upgraded, anticipated start and completion date, actual start and completion date, vehicle number (s)
2. Inventory Report	Monthly	Spreadsheet/ database providing an inventory of parts equipped in each LADOT Vehicle	Electronic report e-mailed to LADOT Project Manager	Part name, description of the part, part #, manufacture, date part was installed, vehicle number,

Table 2 - CONTRACTOR Required Reporting and Frequency				
Item Number, Name of Report/Log	Frequency	Description	Where entered	What is included
3. Spare Parts Inventory Report	Monthly	Report providing a list of all spare parts and their serial numbers.	Electronic report e-mailed to LADOT Project Manager	Name of the part, manufacturer, description, part number, serial number, and condition (new or used)
4. Support Request Log	Monthly	A log listing all tickets/support requests received for that month and current status.	Electronic report e-mailed to LADOT Project Manager	Ticket number or support request number, date received, request information, actions taken including dates, technician assigned to request, outcome, statuses, date closed
5. Certificate of Liability	Annually	Report updating CONTRACTOR's insurance coverage. Shall be renewed annually.	City of Los Angeles website – KwikComply https://kwikcomply.org/	Insurance coverage for automobile, general liability and workers' compensation and employer's liability
6. Business Inclusion Program – Outreach MBE/WBE/SBE/EBE/DVBE Subcontractor Report	Prior to BID submission and as-needed	Report ensuring all MBE/WBE/SBE/EBE/VBE participation levels are met	Electronic report e-mailed to LADOT Project Manager	If substitution of subcontractor lowers the pledge levels, CONTRACTOR is required to demonstrate a good faith effort to provide MBE, WBE, SBE, EBE, and DVBE firms equal opportunity to complete for any subcontracting work being substituted
7. Schedule B	Monthly	MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule B)	Submitted monthly with the invoice	Schedule B form must list all subcontractors listed in Schedule A along with the dollar amount invoiced for that invoice period by the subcontractor(s) and the dollar amount paid to date to the subcontractor(s) listed.

5. PERFORMANCE STANDARDS & PENALTIES

5.1 Performance Standards

- 5.1.1 The CONTRACTOR shall abide by the performance criteria and correction standards in accordance with Table 3 - Performance Criteria and Correction Standards. The failure of the CITY to insist upon strict performance by the CONTRACTOR of any provision hereunder in any one or more instances shall not constitute a waiver of such provision by the CITY nor shall; as a result, the CITY relinquish any rights, which it may have under this Agreement.

Table 3 - Performance Criteria and Correction Standards	
Performance Criteria	Standard
1. Resolution of any technical issue for which support request is filed	Within 48-hours after the ticket is opened
2. Replacement of malfunctioning equipment or spare parts	Within 48-hours after the ticket is opened
3. Assignment, relocation, elimination of stops	Within 48-hours after requested by LADOT
4. Correction of bus routes or detours, or stop locations on route maps	Within 48-hours after requested by LADOT
5. The driver is logged in, but the vehicle is not being tracked, and the location and time report is not recording	Within 48-hours after a ticket is opened
6. Any conflict between arrival/departure time in monitoring daily performance reports and time recorded in the breadcrumb navigation	Within 48-hours after a ticket is opened
7. Intermittent breadcrumb trails	Within 48-hours after a ticket is opened
8. AVAS not calling stops	Within 48-hours after a ticket is opened
9. APC variance standard over the acceptable trade standard in the transit field	Within 48-hours after the ticket is opened
10. Issues related with uploading of schedule files	Within 24-hours after the latest upload of schedule files
11. Issues related with equipment or parts that hampers or rejects driver log	Within 24-hours after a ticket is opened

- 5.1.2 The CITY shall monitor the CONTRACTOR's response to issues, requests, maintenance, and installation to assess the performance of the CONTRACTOR in delivering the service. The CITY shall maintain the right to assess performance penalties against the CONTRACTOR, as set forth herein, based on the CONTRACTOR's failure to meet the established standards. Performance penalties applicable thereto, shall include the performance criteria defined within this Agreement and be charged based upon non-compliance with the standards reported by LADOT staff. The CITY reserves the right to modify performance criteria, as the CITY deems necessary.

5.1.3 The CONTRACTOR shall submit the Plan, an installation and upgrade plan, for CITY approval. The performance standards for the completion of new installation or the upgrade of equipment and planned operation tests on vehicles shall be based on this Plan. The CONTRACTOR shall complete work on all items and tasks and shall complete this work according to the CITY approved Plan and time schedule. The CITY reserves the right to change the prioritization of tasks throughout the term of this Agreement.

5.2 Performance Penalties Deducted from CONTRACTOR Monthly Invoices

5.2.1 The CITY reserves the right to impose a performance penalty on the CONTRACTOR in the amount of two hundred dollars (\$200) per vehicle for each occurrence of not satisfactorily achieving the performance standards as outlined in Table 3 - Performance Criteria and Correction Standards (Section 5.1). All performance penalties shall be assessed against the CONTRACTOR and shall be deducted from the monthly invoices. Circumstances beyond the control of the CONTRACTOR, causing the CONTRACTOR to fail to comply with the performance requirements as described within the Agreement, shall be considered as a just cause and the CITY shall not assess performance penalties against the CONTRACTOR.

5.2.2 The CITY will impose a performance penalty on the CONTRACTOR in the amount of five hundred dollars (\$500) per incident for each occurrence of not satisfactorily achieving the performance standards for the following activities: (1) Partial or complete disruption of data recordation or display in the application on one or more routes, (2) Closing support requests before the cause of the problem is fixed, and the fact is communicated to the support requesting yard, (3) Partial or complete disruption of the system without prior forewarning to users, and (4) The occurrence of the same problem within a week after it was addressed by a previous support request.

5.2.3 The CONTRACTOR shall receive written notice from the CITY of intent to assess performance penalties and the CONTRACTOR shall be provided an opportunity to present written material in answer thereto within ten (10) days after receipt of written notice.

6. COMPENSATION AND PAYMENT

6.1 Payment

6.1.1 The CITY shall pay the CONTRACTOR based on the costs contained in the cost proposal submitted by the CONTRACTOR, Attachment C - GMV Cost Proposal (Option 1), attached hereto and incorporated herein.

6.1.2 The CITY shall pay the CONTRACTOR for the satisfactory performance of the terms and conditions of this Agreement. The not-to-exceed amount under this Agreement is forty-three million one hundred forty-four thousand five hundred forty-five dollars (\$43,144,545), subject to the following requirements below.

Under no circumstances shall the CONTRACTOR be paid any amount in excess of the not-to-exceed limit.

- 6.1.2.1 Hardware Equipment - The CONTRACTOR shall submit an invoice for claims of payment per month on all hardware equipment installed under this Agreement. The invoice shall itemize the equipment installed, date of installation, labor cost and applicable taxes. The invoice shall also reference the bus number associated with the installation.
 - 6.1.2.2 Annual Service Fee, Personal Service Fee, and Extended Warranty - The CONTRACTOR shall submit an invoice for claims of payment for the annual service fee, **personal** service fee, and extended warranties on an annual basis to be paid at the beginning of each Contract year under this Agreement. The annual service fee, **personal** service fee, and extended warranties invoices shall be submitted in conjunction with a monthly hardware equipment invoice, but such annual service fee, **personal** service fee, and extended warranties invoices shall be separated.
 - 6.1.2.3 The CITY shall have no liability to any subcontractor(s) for payment for service under this Agreement or other work performed for the CONTRACTOR or any subcontract entered into by the CONTRACTOR pursuant to the conduct of service under this Agreement. It shall be duly noted.
- 6.1.3 Unspent funding from prior years may be used in subsequent years of the term of this Agreement at the CITY's discretion, and shall be subject to the per unit price listed in the cost proposal submitted by the CONTRACTOR, Attachment C - GMV Cost Proposal (Option 1), attached hereto and incorporated herein.

6.2 Electronic Payables (ePayables) for Service Vendors

As part of the CITY's ongoing effort to streamline the payment process and with the successful outcome of the Electronic Payables (ePayables) payment method for the Commodity vendors, the CITY Controller's Office is offering this payment method to the CITY service contractors. The CITY partnered with VISA and US Bank to make ePayables available to the CITY contractors. CITY contractors participating in ePayables are paid electronically for goods and services provided to the CITY through VISA's Commercial Credit Card Program and US Bank's Payment Plus program. ePayables accelerate the CITY payment process, as well as reduce the cost of processing check transactions. Additional benefits include real-time notifications to the CONTRACTOR and remittance details to support each payment made by the CITY. This payment option will be available to the CONTRACTOR for services provided under this Agreement.

6.2.1 Enrollment in ePayables

- 6.2.1.1 Should the CONTRACTOR currently accept credit card payments; the CONTRACTOR can begin this new payment arrangement by

completing the below information (including multiple remittance addresses as appropriate) and send it to the LADOT Project Manager to initiate the enrollment process.

- A. Company Name
- B. Remittance Address, City, State, and ZIP Code
- C. Contact Name, Title, Phone number, and Remittance email(s)*
- D. CVV2** Required

* This is either a Receivable Department email(s) or the designated person to process card transaction payments.

** The CVV2 is the 3-digit security code shown on the back of the VISA card. Merchants use this code to verify that the VISA card is in the possession of the authorized user.

- 6.2.1.2 If the CONTRACTOR is not currently set up with a merchant account to arrange for basic VISA Card acceptance, the CONTRACTOR should contact their corporate banking service provider or contact the CITY's preferred credit card service provider, Elavon. Elavon is a bank card acquirer that specializes in business-to-business transaction processing. The CONTRACTOR can reach an Elavon Account Manager at (800)707-6122. Once the CONTRACTOR completes this step, the CONTRACTOR should contact the CITY Project Manager to complete the remaining steps, as noted above.

6.2.2 Associated Processing Fees

The standard processing fees administered by the CONTRACTOR's merchant acquiring bank will apply. The CITY encourages the CONTRACTOR to review their merchant account agreement and discuss ways to achieve the most favorable rates with their bank. Additional programs may be available to help reduce these fees based on the transaction size, level of data provided, and frequency of transactions processed.

6.2.3 ePayables Procedures

- 6.2.3.1 The CONTRACTOR shall submit the required documentation and invoices to the CITY's Project Manager. Upon invoice approval, the Office of the Controller enters the documents into the CITY's Financial Management System, where final payment approval and payment disbursement are approved.
- 6.2.3.2 The CONTRACTOR will receive an automated email notification for each payment. The email contains a link to a secure web portal where the CONTRACTOR will obtain a unique single-use VISA Credit Card account number, the amount to charge, and other pertinent details of the transaction required to process and reconcile the payment. The credit card account number will change with each payment. The CONTRACTOR shall include the appropriate invoice numbers when processing the transaction.

6.2.4 Procedures to Unenroll in ePayables

All ePayables CONTRACTOR payments default to EPAY. If the ePayables CONTRACTOR later decides they want to get paid using another payment method other than EPAY, the CITY must change the disbursement category and format to the appropriate codes for the new payment method. These codes will need to be changed back if the CONTRACTOR later decides to switch back to EPAY. The CONTRACTOR shall provide advanced notice of payment method changes to ensure the codes get updated before the CONTRACTOR's next payment disbursement.

6.2.5 ePayables CITY Contact Information

For questions about the ePayables program and enrollment, please contact Tori Orellana at (213) 978-7300 or via email at Victoria.Orellana@lacity.org.

6.2.6 Invoice Submission

- 6.2.6.1 The CONTRACTOR shall maintain all project records as requested by LADOT. The CONTRACTOR shall submit monthly invoices due by the fifteenth (15th) working day of the month for work performed during the previous month. Invoices for payment of services must document all charges and fees and be prepared in such form and supported by such copies of invoices, payrolls, and other documents as may be required by LADOT to establish that the charges are "allowable." Invoices shall be task-specific, organized by the type of task, and shall include the completed work product for the task.
- 6.2.6.2 The CONTRACTOR shall submit invoices within sixty (60) days in arrears to the CITY. Invoices shall include documents supporting all charges and eligible expenses incurred by the CONTRACTOR. All invoices submitted shall be accompanied by a completed Position and Task Report (see Exhibit 2– Position and Task Report, attached hereto and incorporated herein).
- 6.2.6.3 The CITY shall review all invoices and supporting documents for approval and accuracy. The CITY agrees to pay undisputed invoices within thirty (30) days upon receipt of invoices. If invoices are disputed, the CITY has the right to require additional evidence to determine the validity and accuracy of all invoices. The CITY has the right to withhold any and all payments to the CONTRACTOR until such evidence is received and the CITY accepts the corrections.
- 6.2.6.4 The CITY has the authority to withhold funds under this Agreement pending a final determination by the CITY of questioned expenditures or indebtedness to the CITY arising from past or present agreements between the CITY and the CONTRACTOR. Upon final determination by the CITY of disallowed expenditures of indebtedness, the CITY may

deduct and retain the amount of the disallowance or indebtedness from the amount of the withheld funds.

- 6.2.6.5 Payments to the CONTRACTOR may be withheld by the CITY if the CONTRACTOR fails to comply with the provisions of this Agreement.
- 6.2.6.6 For services provided under this Agreement, the CONTRACTOR shall be paid by the CITY for the approved services provided and reimbursable items as outlined in the terms of this Agreement within thirty (30) calendar days after receipt and approval of the CONTRACTOR'S invoices by the CITY.
- 6.2.6.7 The CONTRACTOR shall submit invoices to:

City of Los Angeles
Los Angeles Department of Transportation
100 South Main Street, 10th Floor
Los Angeles, California 90012
Attention: LADOT Project Manager

- 6.2.6.7.1 All invoices for LADOT's approved task(s) and/or deliverable(s) must include the following information for payments to be processed:
 - A. Name and address of CONTRACTOR
 - B. Date of invoice
 - C. Agreement number
 - D. Project name
 - E. Remittance address
 - F. Description of the task(s) performed and/or deliverable(s) during the billing period
 - G. Amount of invoice
 - H. Other additional information as requested by LADOT

7. RECORDS AND AUDITS

7.1 Audits and Inspections of Records

- 7.1.1 During the Term of this Agreement, the CONTRACTOR shall comply with the Retention of Records, Audits, and Reports sections set forth in Attachment A - Standard Provisions for City Contracts (Rev. 1/25 [v.2]), attached hereto and incorporated herein. In addition, the CONTRACTOR shall comply with the additional provisions for Audits and Inspections as described in the following subsections:
- 7.1.2 The CONTRACTOR agrees that the CITY and any of its duly authorized representatives shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payrolls, and other data and records, with regard to

the project, and to audit the books, records, and accounts with regard to the project.

- 7.1.3 It is agreed that examination of books, inventory logs, records, timesheets and payroll records, reports, and accounts of the CONTRACTOR shall be made in accordance with generally accepted auditing standards applicable in the circumstances and that as such, said examinations do not require a detailed audit of all transactions. Testing and sampling methods may be used in verifying invoices and related reports submitted by the CONTRACTOR. Deficiencies ascertained by the use of such testing and sampling methods by applying the “percentage of error” obtained from such testing and sampling to the entire period under examination shall be binding on the CONTRACTOR and to that end shall be admissible in court to prove any amounts due to the CITY from the CONTRACTOR. This shall not prevent the CONTRACTOR from producing all actual records and figures in court to rebut the sampling method. The CITY shall then conduct an audit of all records for the audit period. In the event any deficiency in the amount of five percent (5%) or greater of the compensation payable to the CITY hereunder is ascertained, the CONTRACTOR agrees to pay the CITY for the entire cost of the audit as well as any other deficiencies, payments, and performance penalties due under this or any other provision of this Agreement within thirty (30) days of receipt of the CITY’S billing.
- 7.1.4 At any time during normal business hours and as often as the CITY may deem necessary, the CONTRACTOR shall make available to the CITY for examination all necessary records with regard to the service provision, start-up, and capital purchase costs. The CITY shall have the authority to audit, examine and make excerpts or transcripts from records, including all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other statistical data relating to all matters covered by this Agreement.
- 7.1.5 The CITY reserves the right to dispatch auditors of it’s choosing to any site where any phase of the project is being conducted, controlled, or advanced in any way, however tangible or intangible. Such sites might include the home office, any branch office, or other locations of the CONTRACTOR if such sites or the activities performed thereon have any relationship to the program covered by this Agreement. The CITY auditors shall be provided with adequate and appropriate workspace in order to conduct audits and shall be allowed to interview any employees of the CONTRACTOR. It is the responsibility of the CONTRACTOR to ensure the cooperation of all employees with any procedure pertaining to the audit.
- 7.1.6 All project records prepared by the CONTRACTOR shall be owned by the CITY and be made available to the CITY at no additional charge. The CITY may elect to authorize representatives of other project funding partners to inspect, audit, and analyze the records of the CONTRACTOR in operating this service, preparing the bid for this service, or of the operation of any similar service.
- 7.1.7 The CITY shall have the authority to make physical inspections and to require such physical safeguarding devices as locks, alarms, safes, fire extinguishers,

sprinkler systems, etc., to safeguard property and/or equipment authorized by this Agreement.

- 7.1.8 When a fiscal or special audit determines that the CONTRACTOR has received payments from the CITY, which are questionable under the criteria set forth herein, the CONTRACTOR shall be notified and given the opportunity to justify questioned items prior to the CITY'S final audit report.
- 7.1.9 If such audit finds that the CITY's dollar liability for such service is less than payments made by CITY or CONTRACTOR, the CONTRACTOR agrees that the difference shall be either:
 - A. Repaid forthwith by CONTRACTOR to CITY by cash payment, or
 - B. At LADOT's General Manager's option, deduct against any future payments hereunder to CONTRACTOR.
- 7.1.10 If such an audit finds that the CITY's monetary liability for service is more than payments hereunder to CONTRACTOR, then the difference shall be paid to CONTRACTOR by the CITY, provided that such payment shall not exceed the maximum obligation as set forth in this Agreement.
- 7.1.11 The CITY shall determine any amount to be paid to the CONTRACTOR during the period of audit. The CITY has the authority to withhold funds pending a final determination by the CITY of any questionable expenditure.

7.2 Maintenance of Records

- 7.2.1 The CONTRACTOR shall maintain records for expenditures incurred directly or indirectly under this Agreement as it relates to the provisions of service, start-up costs, or purchase of capital equipment authorized under this Agreement. Documentation shall include, but not be limited to, time cards, invoices, and any other documents pertinent to the capital and/or start-up expenditures. A record of such expenditures by line item shall be maintained in a file and be made available for examination in accordance with this Agreement. Records, in their original form, shall be maintained in accordance with requirements covered by this Agreement and in support of service provision, start-up, capital expenditure, quarterly, monthly, daily statistical reports. Such records shall be retained for a period of five (5) years after termination of this Agreement if all other pending matters are closed. "Pending matters" include, but are not limited to, an audit, litigation, or other action involving the records. The CITY may, at its discretion, take possession and retain said records.
- 7.2.2 Records in their original form pertaining to matters covered by this Agreement shall at all times be retained within Los Angeles County unless authorization to remove them is granted in writing by the CITY.
- 7.2.3 The cost of audits of any original documents and records maintained by the CONTRACTOR in Counties, other than Los Angeles County, shall be paid to the CITY by CONTRACTOR.

- 7.2.4 Results of record inspection may indicate the need for changes and/or modifications. The CONTRACTOR shall cooperate with the CITY to establish and improve the system and maintain flexibility so the modifications may be implemented quickly.

7.3 Property Records

- 7.3.1 Property acquired, leased, or rented with the funds provided under this Agreement shall be properly maintained and accounted for as set forth below.
- 7.3.2 A record shall be maintained for each item of the program. The record shall include: (1) Description of the item of property, including model and serial number, if applicable; (2) Date of acquisition or being turned over to the CONTRACTOR; (3) The acquisition cost or assigned value to the program; (4) Maintenance records, if applicable; and (5) Source of acquisition. These records shall become the property of the CITY upon the termination of any agreement entered into as a result of this Agreement.
- 7.3.3 The records shall indicate whether the item of property was new or used at the time of acquisition.
- 7.3.4 A physical inventory shall be taken by the CONTRACTOR and reconciled with the record card annually or at such other times, as the CITY shall prescribe.
- 7.3.5 Documentation for capital cost components and any maintenance records shall be readily accessible for verification by the CITY auditors and other CITY representatives.

7.4 Accounting Practices

- 7.4.1 The CITY must approve all of the CONTRACTOR's accounting or administrative procedures used in the planning, controlling, monitoring, and reporting of all fiscal matters relating to audit documents. The CONTRACTOR's system of accounting procedures shall be submitted and approved by the CITY prior to any disbursement of funds to the CONTRACTOR.
- 7.4.2 The CONTRACTOR shall maintain a system of internal fiscal controls in accordance with commonly accepted accounting practices as approved by the CITY. Internal fiscal control consists of the plan of organization and all of the coordinated methods and measures adopted within an organization to safeguard its assets, check the adequacy and the reliability of its accounting data, promote operating efficiency, assure adherence to prescribed management policies, and properly account for project income.
- 7.4.3 The CONTRACTOR agrees that, should the CITY determine that the CONTRACTOR'S record-keeping, reporting techniques, or data collection are inadequate to allow for effective monitoring and evaluation of the program, the CITY shall have the right to demand whatever record it deems adequate to correct such deficiencies in matters pertaining to the execution of this

Agreement. Should these books and records still not meet the minimum standards of the accepted accounting practices of the CITY, the CITY reserves the right to withhold any or all payments to the CONTRACTOR until such time as they meet these standards.

7.5 Validity of Financial Documentation Submissions

- 7.5.1 Records shall be maintained in accordance with requirements prescribed by the CITY, with respect to all matters covered. Such records shall be retained within Los Angeles County for a period of five (5) years after receipt of final payment under this Agreement unless authorization to remove them is granted in writing by the CITY.
- 7.5.2 Expenditures pertaining to work performed in accordance with the Scope of Work as outlined in subcontracts shall be supported by properly executed documents evidencing in detail the nature of the expenses. At such time and in such forms as the CITY may require, the CONTRACTOR shall furnish to the CITY such statements, records, report data, and information as the CITY may request pertaining to matters covered by any subcontract.
- 7.5.3 The CONTRACTOR and subcontractor records shall be made available to the CITY for copying, audit, and inspection at any time during normal business hours.

8. NON-EXCLUSIVE

The CITY and the CONTRACTOR understand and agree this is a non-exclusive Agreement to provide services to the CITY and that the CITY reserves the right to enter into an agreement with other CONTRACTORS to provide similar services during the term of this Agreement.

9. CONTRACTOR STATUS/SUBCONTRACTORS

- 9.1 The CONTRACTOR shall refrain from any action which would create or tend to create obligations, expressed or implied, on behalf of the CITY, it being understood that the CONTRACTOR is not and shall not be the legal representative or agent of the CITY and that the CONTRACTOR shall not be authorized to make any promise, warrant or representation except as specifically provided for in this Agreement or as otherwise agreed to in writing between the Parties.
- 9.2 The CONTRACTOR shall be solely responsible for payment of all employees' wages and benefits and subcontractors' costs. Without any additional expense to the CITY, the CONTRACTOR shall comply with the requirements of employee liability, worker's compensation, employment insurance, and Social Security. The CONTRACTOR shall defend, indemnify, and hold the CITY harmless from any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices. The CITY shall have the right to demand removal from the project for reasonable cause (to be determined by the CITY) of any personnel furnished by the CONTRACTOR. The CITY shall have no liability to any subcontractor(s) for payment for service under this

Agreement or other work performed by CONTRACTOR, and any subcontract entered into by CONTRACTOR pursuant to the conduct of service under this Agreement.

- 9.3 The CONTRACTOR may not terminate and/or replace a DBE Subcontractor listed in this Agreement without the prior written consent of the CITY. This includes, but is not limited to, instances in which the CONTRACTOR seeks to perform work originally designated for a DBE Subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.
- 9.4 The CONTRACTOR agrees to pay each subcontractor under this Agreement for the satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment the CONTRACTOR receives from the CITY. The CONTRACTOR agrees further to pay each subcontractor no later than thirty (30) days after the subcontractor's work is satisfactorily completed, regardless of whether payment has been received from the CITY. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CITY. This clause applies to all subcontractors and any other sub-recipients.
- 9.5 The CONTRACTOR, its employees, its subcontractors, and its subcontractors' employees, any other sub-recipients, and any other sub-recipients' employees that participate in this Agreement shall not: (1) Engage in severe forms of trafficking of persons during the period of time that this Agreement or resulting agreements are in effect; (2) Procure a commercial sex act during the period of time that this Agreement or resulting agreements are in effect; or (3) Use forced labor in the performance of this Agreement or any sub-agreements.
- 9.6 Independent CONTRACTOR. - In rendering service hereunder, the CONTRACTOR shall be and remain an independent contractor. The Parties expressly understand and acknowledge it hereto that any invoices payable hereunder shall be paid in gross amount, without reduction for any federal or state withholding or other payroll taxes, or any other governmental taxes or charges. The CONTRACTOR is responsible for assuming and remitting any applicable federal or state withholding taxes, estimated tax payments, Social Security payments, unemployment compensation payments, or any other fees, taxes or expenses whatsoever.

10. TERMINATION OF THE AGREEMENT

- 10.1 The CITY may, at any time prior to completion of work, terminate this Agreement with the CONTRACTOR for any cause, including but not limited to, default by the CONTRACTOR, upon written notice to the CONTRACTOR at least sixty (60) days prior to the effective date of such termination. The CONTRACTOR shall promptly submit its termination claim for payment to the CITY. If the CONTRACTOR has any property in its possession belonging to the CITY, the CONTRACTOR shall account for the same and dispose of it in the manner the CITY directs.
- 10.2 Upon receiving notice of Agreement termination, the CONTRACTOR shall begin the transition of service and equipment back to the CITY and/or the CITY's designated replacement contractor in an amount of time to be determined by the CITY.

- 10.3 If the CITY determines that the CONTRACTOR has not materially complied with the terms of this Agreement, the CITY shall notify the CONTRACTOR of such noncompliance and reserves the right to terminate this Agreement. Reasons for such termination may include, but shall not be limited to, the failure to provide service within agreed performance standards as evidenced by CITY inspection, through surveys, or by communications from users of a service. Termination shall be affected by giving a notice of termination to the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. In the event of termination for default of the CONTRACTOR, the CONTRACTOR shall only be paid the contract price for supplies delivered and accepted and for services performed in accordance with the manner of performance set forth in this Agreement.
- 10.4 In the event of contract termination due to noncompliance, the CONTRACTOR may request a delay in such termination in order to present an appeal to the Los Angeles City Council.
- 10.5 In case of default by CONTRACTOR, the CITY reserves the right to procure the articles or services from other sources and to hold the CONTRACTOR responsible for any excess costs incurred by the CITY.
- 10.6 The CITY, by written notice, may terminate this Agreement, in whole or in part, when it is in the CITY's interest. If this Agreement is terminated, the CITY shall be liable only for payment under the payment provisions of this Agreement for services rendered before the effective date of termination.
- 10.7 Similarly, the CITY retains the right to terminate the work of a subcontractor for any cause, including but not limited to default by subcontractor upon written notice to the CITY at least thirty (30) days prior to the effective date of such termination. Good faith efforts shall be made by both the CITY and the CONTRACTOR to correct identified problems and issues prior to Agreement termination.
- 10.8 If the CONTRACTOR is unable or refuses to comply with the Scope of Work for any reason, the CITY reserves the right to terminate this Agreement with the CONTRACTOR and hire another party to perform the work at the CONTRACTOR's expense.
- 10.9 The Parties agree to be bound by the termination provisions in Attachment A - Standard Provisions for City Contracts (Rev. 1/25 [v.2]), PSC-9 [Termination.] attached hereto and incorporated herein.

11. STANDARD PROVISIONS FOR CITY CONTRACTS

11.1 Standard Provisions

By entering into this Agreement with the CITY, the CONTRACTOR agrees to abide by the provisions set forth in Attachment A - Standard Provisions for City Contracts (Rev. 1/25 [v.2]) attached hereto and incorporated herein.

11.2 Indemnification

Except for the active negligence or willful misconduct of the CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, the CONTRACTOR shall defend, indemnify, and hold harmless the CITY and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands, and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including CONTRACTOR's employees and agents, or damage or destruction of any property of either Party hereto or of third parties, arising in any manner by reason of an act, error, or omission by the CONTRACTOR, subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies available to the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. This provision shall survive expiration or termination of this Agreement.

11.3 Intellectual Property Indemnification

The CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the CITY, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands, and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by the CONTRACTOR, or its subcontractors, in performing the work under this Agreement; or (2) as a result of the CITY'S actual or intended use of any Work Product (as defined in PSC-21) furnished by the CONTRACTOR, or its subcontractors, under this Agreement. The rights and remedies of the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. This provision shall survive expiration or termination of this Agreement.

12. GENERAL CONTRACTOR REQUIREMENTS

12.1 Disputes

Disputes regarding the interpretation or application of any provisions shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. The CITY shall make every effort to limit the negotiating period for a time not to exceed thirty (30) days. Failure to come to a negotiated settlement will allow the aggrieved Party to seek recourse in the courts of law. This Agreement shall be solely governed by and construed in accordance with the laws of the State of California. Each of the Parties

hereby agrees that the courts in Los Angeles County shall have exclusive jurisdiction to enforce this Agreement.

12.2 Agreement

This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators and assigns of the Parties hereto.

12.3 Federal Transit Administration (FTA) Contractual Provisions

12.3.1 The CONTRACTOR shall comply with all FTA Contractual Provisions required for agencies that accept Federal Grant Funds attached hereto and incorporated herein as Attachment B - FTA Contractual Provisions.

12.3.2 The CITY is a recipient of Federal Grant Funds. The CONTRACTOR acknowledges compliance with the FTA Contractual Provisions reporting requirements and shall submit the following certifications and forms in response to this Agreement.

12.3.2.1 Certifications and Forms

- A. Certification of Compliance with Federally Required Contract Clauses
- B. Lobbying Requirements
- C. Substance Abuse
- D. DUNS and Email (Debarment and Suspension)
- E. Buy America Requirements
- F. Worksite Federal Transit Administration Compliance Officer

12.3.3 Where a conflict exists between Federal, State, local, or the manufacturer's recommended or specified guidelines, the CONTRACTOR shall apply the more stringent requirement.

12.4 Liaison with Municipal Agencies

The CONTRACTOR shall coordinate closely with affected municipal representatives on all matters that affect the daily operation of transit service, e.g., road closures, accidents, and inclement weather. The CONTRACTOR shall immediately advise the CITY of all such efforts.

12.5 Intergovernmental Relations

The Executive Officer of LADOT Transit and/or his/her authorized representative(s) of LADOT shall be responsible for all intergovernmental relation efforts within the CITY. All correspondence shall be directed to the Executive Officer of LADOT and/or his/her authorized representative's attention. The CONTRACTOR shall attend staff meetings with the CITY as requested. The CONTRACTOR shall provide all personnel necessary to achieve the operational objectives as set forth herein.

12.6 Cooperation with the CITY

12.6.1 Contacts with Media/Major Incidents

The CONTRACTOR shall refer all media requests to the CITY and shall not provide any information without prior approval by the CITY. In the event of a significant incident affecting the CONTRACTOR's operation of CITY service, the CONTRACTOR shall defer all media inquiries to the CITY. The CONTRACTOR shall not issue a press release or initiate other media contact without first receiving approval from the Chief of Transit Programs or his/her representative.

12.6.2 CITY Representation Authorization

The CONTRACTOR shall refrain from any action, which would create or tend to create obligations, express or implied, on behalf of the CITY. It is understood that the CONTRACTOR is not and shall not be the legal representative or agent of the CITY and that the CONTRACTOR shall not be authorized to make any promise, warranty, or representation except as expressly provided for in this Agreement or as otherwise agreed to in writing between the Parties.

12.6.3 CITY Identified Meetings and/or Training Sessions

The CONTRACTOR shall be required to attend all meetings and/or training sessions as identified by the CITY. The CONTRACTOR may be excused from attendance only by prior written consent from the CITY.

12.7 Safety Program

The CONTRACTOR shall ensure that regular and continuous formal safety instruction for all personnel assigned to perform any activities under this Agreement is provided and shall require them to attend regularly scheduled safety meetings.

12.8 Taxes and Other Charges

The CONTRACTOR shall pay all taxes of whatever character that may be levied or charged upon its equipment, facilities improvements, fixtures, or upon its operation hereunder. The CONTRACTOR shall also pay all licenses or permit fees necessary or required by law or the CITY for the conduct of its operation hereunder. It is expressly understood and acknowledged by the Parties hereto that any amounts payable hereunder shall be paid in gross amount, without reduction for any other governmental taxes or charges. The CONTRACTOR is responsible for assuming and remitting any applicable federal or state withholding taxes, estimated tax payments, social security payments, unemployment compensation payments, or any other fees, taxes, or expenses whatsoever.

12.9 Property and Equipment

All property, equipment (computers, copying machines, cell phones, hotspots, etc.), and vehicles purchased with capital and or start-up funds provided under this Agreement

shall become the property of the CITY and shall be returned to the CITY upon the termination of this Agreement, except as provided otherwise. All property purchased with funds provided under this Agreement shall be approved by the CITY prior to the purchase and used and maintained by the CONTRACTOR as follows:

- 12.9.1 The property shall be used in proportion to the direct use of the budgeted amount for the performance of this Agreement.
- 12.9.2 No modifications shall be made to the property without the prior written approval of the CITY.
- 12.9.3 The CONTRACTOR shall be liable for all losses, damage, or destruction of property acquired under this Agreement during the period said property is under the control of the CONTRACTOR, except losses, damage, or destruction resulting from reasonable wear and tear. Losses, damage, or destruction of the property shall be immediately reported to the CITY.

12.10 Liability

12.10.1 Neither Party, the CITY or the CONTRACTOR, shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused (1) by causes beyond that party's reasonable control and (2) occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of non-liability, the Party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

12.10.2 Such events may include, but are not restricted to, the following: (1) Governmental restrictions or limitations; (2) Failure or shortage of fuel, water, fuel oil or other utility or services; (3) Riot, war, insurrection or other national or local emergency; (4) Natural disasters; and/or (5) Route impasses due to construction, accidents or other reasons.

12.11 Data and Intellectual Property

All CITY data used or generated in association with the operation of the Commuter Express and Community DASH Services as outlined in this Agreement, its Exhibits, Attachments, Amendments, and Addendums are considered CITY property.

12.11.1 Data

All rights, titles, and interests in CITY data shall remain the property of the CITY. The CONTRACTOR has no intellectual property rights or other claims to CITY data that is hosted, stored, or transferred to and from the products or the cloud

services platform utilized by the CONTRACTOR or to the CITY's confidential information. The CONTRACTOR shall cooperate with the CITY if the CONTRACTOR becomes aware of any potential infringement of those rights in accordance with the provisions listed in this Agreement.

12.11.2 Software

To the extent possible, all applicable software (excluding proprietary) and hardware is considered CITY property and shall be turned over to the CITY and/or a CITY designated CONTRACTOR at the CITY's instruction at the end of the term of this Agreement.

12.11.3 Licenses

12.11.3.1 The CONTRACTOR shall be responsible for providing and maintaining all software licenses required to perform the work outlined in this Agreement, including those necessary for LADOT staff and designated service providers. Software licenses include proprietary licenses, GNU general public licenses, end-user license agreements (EULA), workstation licenses, concurrent use licenses, site licenses, perpetual licenses, and non-perpetual licenses.

12.11.3.2 The CONTRACTOR shall maintain all licenses during the term of this Agreement and the CONTRACTOR shall transfer all licenses to the CITY and/or a CITY designated CONTRACTOR at the end of this Agreement at no cost to the CITY.

13. MUNICIPAL LOBBYING ORDINANCE

The CONTRACTOR is required to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, if the CONTRACTOR qualifies as a lobbying entity under Los Angeles Municipal Code §48.02. Agreements submitted without a completed CEC Form 50 by CONTRACTORS that qualify as a lobbying entity under Los Angeles Municipal Code §48.02 may be subject to penalties, termination of this Agreement, and debarment.

14. DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE

14.1 The CONTRACTOR shall comply with Los Angeles Administrative Code Section 10.50 et seq., 'Disclosure of Border Wall Contracting.' The CITY may terminate this Agreement at any time if the CITY determines that the CONTRACTOR failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in Los Angeles Administrative Code Section 10.50.1.

14.2 The CONTRACTOR shall complete and upload a Disclosure Ordinance Affidavit, on www.rampla.org.

15. CONTRACTOR PERFORMANCE EVALUATION ORDINANCE

At the end of this Agreement, the CITY shall conduct an evaluation of the CONTRACTOR's performance. The CITY may also conduct evaluations of the CONTRACTOR's performance during the term of this Agreement. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on several criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the CONTRACTOR assigns to the contract. A CONTRACTOR who receives a "Marginal" or "Unsatisfactory" rating shall be provided with a copy of the final CITY evaluation and allowed fourteen (14) calendar days to respond. The CITY will use the final CITY evaluation, and any response from the CONTRACTOR, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

16. CITY OBLIGATIONS

CITY shall provide CONTRACTOR with such resources, information, access, and assistance as CONTRACTOR may reasonably request in connection with the performance of its obligations under this Agreement. CITY acknowledges and agrees that CONTRACTOR's ability to successfully provide the services in a timely manner is contingent upon its receipt from CITY of the information, resources, access, and assistance requested. CONTRACTOR shall have no liability for deficiencies in the services resulting from the acts or omissions of the CITY, or its agents or employees.

17. GENERAL PROVISIONS

17.1 Governing Law and Venue

This Agreement and any action related thereto shall be governed and interpreted by and under the laws of the State of California, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. Each Party hereby expressly consents to the exclusive personal jurisdiction and venue in the state and federal courts of Los Angeles County, California, for any lawsuit filed there against it by the other Party arising from or related to this Agreement.

17.2 Export

The CONTRACTOR shall not export, report, or transfer, directly or indirectly, any CITY Data, or any products utilizing such data, in violation of United States export laws or regulations. Without limiting the foregoing, the CONTRACTOR agrees that (1) it is not, and is not acting on behalf of, any person who is a citizen, national, or resident of, or who is controlled by the government of any country to which the United States or other applicable government body has prohibited export transactions (e.g., Iran, North Korea, etc.); (2) is not, and is not acting on behalf of, any person or entity listed on a relevant list of persons to whom export is prohibited (e.g., the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, the U.S. Commerce Department Denied Persons List or Entity List, etc.); and (3) it shall not use any CITY Data for, and shall not permit any CITY Data to be used for, any purpose prohibited by applicable law.

17.3 Severability

If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement shall remain enforceable, and the invalid or unenforceable provision(s) shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

17.4 No Assignment

Neither Party shall assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of the other Party, and any attempted such assignment, subcontract, delegation, or transfer in violation of the foregoing shall be null and void.

17.5 No Third-Party Beneficiaries

Nothing herein is intended to create a third-party beneficiary in any subcontractor. The CITY has no obligation to any subcontractor. No privity is created with any subcontractor by this Agreement. Even if the CONTRACTOR uses subcontractors, the CONTRACTOR remains responsible for complete and satisfactory performance of the terms of this Agreement.

17.6 Amendments

This Agreement may be amended by mutual agreement of the Parties. No amendment or modification to this Agreement or its attachments shall be effective unless in writing and signed by an authorized signatory of each Party.

17.7 No Waiver

Any waiver or failure to enforce any provision of this Agreement or its attachments on one occasion shall not be deemed a waiver of any other provision or of such provision on any other occasion.

17.8 Counterparts and Electronic Signatures

This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one (1) instrument. The Parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by the CITY) and sent by email shall be deemed original signatures.

17.9 Number of Pages and Attachments

This Agreement includes fifty-eight (58) pages (including the signature page) and four (4) Attachments, which constitute the entire understanding and agreement of the Parties with respect to the subject matter hereof.

17.10 Entire Agreement

This Agreement, and any exhibits, attachments, or documents incorporated herein by inclusion or by reference, constitutes the final, complete, and entire Agreement between the CITY and the CONTRACTOR, with respect to the subject matter hereof, and supersedes and merges all prior discussions between the Parties with respect to such subject matter. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, shall be effective unless in writing and signed by an authorized signatory of each Party pursuant to Section 17.6, Amendments.

18. ORDER OF PRECEDENCE

Unless otherwise provided for in the Agreement, in the event of any inconsistencies between the bodies of this Agreement and Attachments, the order of precedence shall be as follows:

- 1) This Agreement between the CITY and CONTRACTOR and its Amendments
- 2) Attachment A - Standard Provisions for City Contracts (Rev. 6/24 [v.1])
- 3) Attachment B - Federal Transit Administration (FTA) Contractual Provisions
- 4) Attachment C - GMV Cost Proposal (Option 1)
- 5) Attachment D - Master Data License and Protection Agreement
- 6) Request for Proposals Enhanced Transit Technology Services, February 2024, RAMP ID 210489
- 7) Contractor Proposal submitted in response to RFP No. RAMP ID 210489

ATTACHMENTS

Attachment A - Standard Provisions for City Contracts (Rev. 1/25 [v.2])
Attachment B - Federal Transit Administration (FTA) Contractual Provisions
Attachment C - GMV Cost Proposal (Option 1)
Attachment D - Master Data License and Protection Agreement

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS**

SIGNATURE PAGE

IN WITNESS WHEREOF, the City of Los Angeles and the Contractor have caused this Agreement to be executed by their duly authorized representatives.

THE CITY OF LOS ANGELES
a Municipal Corporation

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By: _____
Laura Rubio-Cornejo
General Manager
Department of Transportation

Date: _____

APPROVED AS TO FORM:
HYDEE-FELDSTEIN-SOTO, City Attorney

By: _____
Kevin Dufner
Deputy City Attorney

Date: _____

ATTEST:
PETTY F. SANTOS, Interim City Clerk

By: _____

Date: _____

GMV SYNCROMATICS CORP.
a California Corporation

Approved Signature Methods:

- 1) Two signatures: One of the Chairman of the Board of Directors, President, or Vice-President, **and** one of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.
- 2) One signature of a Corporate-designated individual together with a properly attested resolution of the Board of Directors authorizing the individual to sign.

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

City Business License Number: BTRC Number 0002300965-0001-2
Internal Revenue Service Taxpayer Identification Number: TIN/EIN:
City Contracts Agreement Number: _____
Council File Number: CF 24-0090

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 1/25 [v.2])

STANDARD PROVISIONS FOR CITY CONTRACTS

TABLE OF CONTENTS

PSC-1	<u>Construction of Provisions and Titles Herein</u>	1
PSC-2	<u>Applicable Law, Interpretation and Enforcement</u>	1
PSC-3	<u>Time of Effectiveness</u>	1
PSC-4	<u>Integrated Contract</u>	2
PSC-5	<u>Amendment</u>	2
PSC-6	<u>Excusable Delays</u>	2
PSC-7	<u>Waiver</u>	2
PSC-8	<u>Suspension</u>	2
PSC-9	<u>Termination</u>	3
PSC-10	<u>Independent Contractor</u>	5
PSC-11	<u>Contractor's Personnel</u>	5
PSC-12	<u>Assignment and Delegation</u>	6
PSC-13	<u>Permits</u>	6
PSC-14	<u>Claims for Labor and Materials</u>	6
PSC-15	<u>Current Los Angeles City Business Tax Registration Certificate Required</u>	6
PSC-16	<u>Retention of Records, Audit and Reports</u>	6
PSC-17	<u>Bonds</u>	7
PSC-18	<u>Indemnification</u>	7
PSC-19	<u>Intellectual Property Indemnification</u>	7
PSC-20	<u>Intellectual Property Warranty</u>	8
PSC-21	<u>Ownership and License</u>	8
PSC-22	<u>Data Protection</u>	9
PSC-23	<u>Insurance</u>	9

TABLE OF CONTENTS (Continued)

PSC-24	<u>Best Terms</u>	9
PSC-25	<u>Warranty and Responsibility of Contractor</u>	10
PSC-26	<u>Mandatory Provisions Pertaining to Non-Discrimination in Employment</u>	10
PSC-27	<u>Child Support Assignment Orders</u>	10
PSC-28	<u>Living Wage Ordinance</u>	11
PSC-29	<u>Service Contractor Worker Retention Ordinance</u>	11
PSC-30	<u>Access and Accommodations</u>	11
PSC-31	<u>Contractor Responsibility Ordinance</u>	12
PSC-32	<u>Business Inclusion Program</u>	12
PSC-33	<u>Slavery Disclosure Ordinance</u>	12
PSC-34	<u>First Source Hiring Ordinance</u>	12
PSC-35	<u>Local Business Preference Ordinance</u>	12
PSC-36	<u>Iran Contracting Act</u>	12
PSC-37	<u>Restrictions on Campaign Contributions in City Elections</u>	12
PSC-38	<u>Contractors' Use of Criminal History for Consideration of Employment Application</u>	13
PSC-39	<u>Limitation of City's Obligation to Make Payment to Contractor</u>	13
PSC-40	<u>Compliance with Identity Theft Laws and Payment Card Data Security Standards</u>	14
PSC-41	<u>Compliance with California Public Resources Code Section 5164</u>	14
PSC-42	<u>Possessory Interests Tax</u>	14
PSC-43	<u>Confidentiality</u>	15
PSC-44	<u>Contractor Data Reporting</u>	15
Exhibit 1	<u>Insurance Contractual Requirements</u>	16

STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services

suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
- 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
- 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
- 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR'S** discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY'S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY'S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR'S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY'S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR'S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Regional Alliance Marketplace for Procurement ("RAMP") at <https://www.rampla.org/s/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through RAMP. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance

under the Contract, and the principals of those Subcontractors (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

"Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # _____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("**CITY**") officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

PSC-38. Contractors' Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City's Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR'S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low-cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. Primary Coverage. CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

4. Modification of Coverage. The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. Failure to Procure Insurance. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

6. Workers' Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum LimitsName: **GMV Syncromatics Corp.**Date: **05/13/2022**Agreement/Reference: **RFP: Enhanced Transit Technology**

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

☒ **Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**
WC StatutoryEL \$1,000,000☒ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act
☒ **General Liability** City of Los Angeles must be named as Additional Insured
\$2,000,000☒ Products/Completed Operations☐ Sexual Misconduct☐ Fire Legal Liability☐
☒ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)
\$1,000,000
☒ **Professional Liability** (Errors and Omissions)
\$1,000,000Discovery Period 12 Months After Completion of Work or Date of Termination
☐ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)
☐ All Risk Coverage☐ Boiler and Machinery☐ Flood☐ Builder's Risk☐ Earthquake☐
☐ **Pollution Liability**
☐
☐ **Surety Bonds - Performance and Payment (Labor and Materials) Bonds**

100% of the contract price

☐ **Crime Insurance**
Other: Umbrella Liability = \$5 MillionB. Cyber Security Insurance Requirements:1. Technology Errors and Omissions Liability and Professional Misconduct Liability - limits not less than \$ 1 million per occurrence.2. Unauthorized Computer Access, Security and Privacy Liability, Network Interruption, and Cyber Extortion - limits not less than \$1 Million per occurrence.

Attachment B Federal Transit Administration (FTA) Contractual Provisions

FTA Requirements Checklist

Part 1 – FTA Contracting Requirements

Part 2 – FTA Required Clauses

Federal Transit Administration (FTA) Contractual Provisions

PART 1 – Federal Transit Administration (FTA) Contracting

Requirements (rev. 6.6.2024)

FTA Checklist – Service/Operations

The Proposer shall complete the following certification forms and submit them with the response to the proposal.

✓	FORMS
	Certification of Compliance – Federal Clauses
	DUNS and Email (Debarment and Suspension)
	Lobbying Requirements
	49 CFR part 655 (Drug and Alcohol)



**CERTIFICATION OF COMPLIANCE
WITH FEDERALLY REQUIRED CONTRACT CLAUSES**

This Contract is subject to a financial assistance agreement between the City of Los Angeles Department of Transportation (LADOT) and the Federal Transit Administration (FTA) of the U.S. Department of Transportation. All laws, regulations, guidelines, and provisions of the financial agreement will apply to this Contract.

As an authorized representative of the Bidder, I confirm that we have received a copy of the general FTA terms and conditions applicable to this project, dated _____, and agree to these requirements as noted in "FEDERALLY REQUIRED AND OTHER CONTRACT CLAUSES FOR TRANSIT PROJECTS FUNDED THROUGH THE FEDERAL TRANSIT ADMINISTRATION (FTA)."

Project name:	
Project address:	
Bidder (firm) Name:	
Authorized Representative (print):	Title:
Signature of Authorized Representative:	Date:



DUNS AND E-MAIL INFORMATION

The DUNS number is a unique nine-digit number established and assigned by Dun & Bradstreet, Inc. (D&B). All proposers must have a DUNS number as noted in the latest United States of America Department of Transportation Federal Transit Authority (US DOT FTA) Master Agreement in effect.

To be completed by the Bidder:

Print

Date:
Entity (Company):
Project:
DUNS Number:
Expiration Date:
E-Mail Address:

To obtain a DUNS number, request one at <https://fedgov.dnb.com/webform/pages/CCRSearch.jsp> or call D&B at 866-705-5711.

REGISTRATION IN SAM.GOV

You must have an active registration in SAM to do business with the Federal Government. The System for Award Management (SAM) is an official website of the U.S. government. Registration is free. Renew and revalidate your registration at least every 12 months from the date you registered to maintain an active status in SAM.

How do I access or register my business in SAM?

If your point of contact has changed and you currently don't have access to the Entity Registration, please create a user account and submit a Notarized Letter to get access to the registration. If you need assistance on Renewing or updating your registration, please review the Update/Renew Quick Start Guide.

To create an account and access SAM as a new user:

Go to www.sam.gov. Click on "Create a User Account" and follow the options.

To update your entity's SAM registration, check at the SAM Homepage: www.sam.gov.

Certification for Suspension and Debarment

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTION

(To be submitted with all bids exceeding \$25,000.)

- (1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

The lower tier participant (Bidder/Contractor), _____, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

DATE _____

SIGNATURE _____

COMPANY _____

NAME _____

TITLE _____

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public _____

My Appointment Expires _____

LOBBYING REQUIREMENTS

31 U.S.C. 1352

2 CFR § 200.450

49 CFR Part 20

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

(Appendix A, 49 CFR Part 20 Certification Regarding Lobbying)

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards 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 certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. §1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

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

Print Name and Title of Contractor's Authorized Official:
Signature:
Date:

BIDDER/PROPOSER: _____

**CERTIFICATE OF COMPLIANCE WITH 49 CFR PART 655,
PREVENTION OF ALCOHOL MISUSE AND
PROHIBITED DRUG USE IN TRANSIT OPERATIONS**

Bidder/Proposer hereby certifies that:

A. Safety Sensitive Functions Requirement

(Choose one of the following alternatives by checking the appropriate box)

1. ☐ To the best of my knowledge and belief the Work required under the Contract WILL NOT require the performance of "Safety Sensitive Functions" as defined in 49 CFR Part 655.

OR

2. ☐ To the best of my knowledge and belief the Work required under the Contract WILL require the performance of "Safety Sensitive Functions" as defined in 49 CFR Part 655.

If alternative A.1 was chosen, Bidder/Proposer shall proceed directly to Section D.

If alternative A.2 was chosen, Bidder/Proposer must complete Section B, parts 1 and 2, and Section C, prior to proceeding to Section D.

B. Required Drug and Alcohol Programs

1. Anti-drug Use and Alcohol Misuse Program

(Choose one of the following alternatives by checking the appropriate box)

- a. ☐ Bidder/Proposer has established and implemented an anti-drug use and alcohol misuse program meeting the requirements on 49 CFR 655.

OR

- b. ☐ Bidder/Proposer will establish and implement an anti-drug use and alcohol misuse program meeting the requirements on 49 CFR 655 prior to contract award.

2. Drug and Alcohol Testing Program

(Choose one of the following alternatives by checking the appropriate box)

- a. ☐ Bidder/Proposer has established and implemented a drug and alcohol testing program that complies with 49 CFR Part 655.

OR

- b. ☐ Bidder/Proposer will establish and implement a drug and alcohol testing program that will comply with 49 CFR Part 655 prior to contract award.

BIDDER/PROPOSER: _____

C. Submittals

If Bidder/Proposer marked Section A.2 above, Bidder/Proposer understands and acknowledges that it must submit (1) its Anti-drug Use and Alcohol Misuse Program and (2) its Drug and Alcohol Testing Program to LADOT for review and approval prior to contract award.

Bidder/Proposer Initials _____

D. Signatures

Bidder/Proposer: _____

Authorized Representative: _____

Signature of Authorized Representative: _____

Title: _____

Date: _____

FEDERAL TRANSIT ADMINISTRATION (FTA) CONTRACTUAL PROVISIONS

Part 2- Federal Transit Administration (FTA) Required Clauses

(REVISED 6.6.2024)

FTA Clauses – Service & Operations

Fly America
Charter Service
School Bus Operations
Energy Conservation
Clean Air, Federal Water Pollution Control Act
Anti-Lobbying
Solid Wastes
Access to Records and Reports
Federal Changes
Recycled Products
Contract Work Hours and Safety Standards Act
Rights to Inventions Made Under a Contract or Agreement
Procurement of recovered materials
Simplified Acquisition Threshold
Special Notification Requirements for States
Prohibition on certain telecommunications and video surveillance services or equipment
Notification to FTA; Flow Down Requirement
No Federal Government Obligations to Third Parties
Program Fraud and False or Fraudulent Statements and Related Acts
Termination
Debarment and Suspension (Non-procurement)
Privacy Act
Civil Rights Laws and Regulations
Violation and Breach of Contract

Public Transportation Employee Protective Arrangements
Davis-Bacon Act
Disadvantaged Business Enterprises (DBE)
Prompt Payment
Federal Tax Liability and Recent Felony Convictions
Incorporation of Federal Transit Administration (FTA) Terms
Drug and Alcohol Testing
Full and Open Competition
Prohibition Against Exclusionary or Discriminatory Specifications
Conformance with ITS National Architecture
Patent Rights and Rights in Data
Americans with Disabilities Act (ADA)
Notification of Federal Participation
Interest of Member or Delegates to Congress
Ineligible Contractors and Subcontractors
Veterans Preference
Other Contract Requirements
Compliance with Federal Regulations
Access to Services for Persons with Limited English Proficiency
Environmental Justice
Geographic Information and Related Spatial Data
Geographic Preference
Organizational Conflicts of Interest
Federal Single Audit Requirements
Safe Operation of Motor Vehicles

FEDERALLY REQUIRED AND OTHER CONTRACT CLAUSES FOR TRANSIT PROJECTS FUNDED THROUGH THE FEDERAL TRANSIT ADMINISTRATION (FTA)

Notification of Federal Participation

The selected team of consultants/contractors for this project are subject to financial assistance obligations between the City of Los Angeles Department of Transportation (LADOT or the Agency) and the FTA of the U.S. Department of Transportation. All laws, regulations, guidelines, and provisions of the financial assistance agreement will apply to this Contract.

The following clauses are applicable to this contract and are part of the contract requirements.

Each clause has flow down requirements. These requirements state responsibilities under Federal laws, regulations, or directives, of third-party contractors and their contracts at every tier and sub-recipients and their sub-agreements at every tier.

FLY AMERICA

a) Definitions. As used in this clause—

1) “International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

2) “United States” means the 50 States, the District of Columbia, and outlying areas. 3) “U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411. b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services. c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property. d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]: e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

CHARTER SERVICE

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that Recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under: 1. Federal transit laws, specifically 49 U.S.C. § 5323(d); 2. FTA regulations, "Charter Service," 49 C.F.R. part 604; 3. Any other federal Charter Service regulations; or 4. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include: 1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA; 2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or 3. Any other appropriate remedy that may apply.

The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

SCHOOL BUS OPERATIONS

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under: 1. Federal transit laws, specifically 49 U.S.C. § 5323(f); 2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605; 3. Any other Federal School Bus regulations; or 4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or 2.
- Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued

pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

- (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.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

- (1) 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. (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA."

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency.

SOLID WASTES

A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of

recovered materials identified in the EPA guidelines

ACCESS TO RECORDS AND REPORTS

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-Contracts, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. Apart from the more limited record access provisions of the Common Grant Rules, 49 U.S.C. Section 5325(g) provides FTA and DOT officials, the U.S. Comptroller General, or any of their representatives, access to and the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under of its Award, the accompanying Underlying Agreement, and any Amendments thereto, and to make site visits as needed in compliance with the U.S. DOT Common Rules.

FEDERAL CHANGES

49 CFR Part 18 Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

RECYCLED PRODUCTS

The Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6962, requires governmental recipients to provide a competitive preference to products and services that conserve natural resources, protect the environment, and are energy efficient. EPA guidelines, "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR Part 247, direct that third party contracts of \$10,000 or more with governmental recipients specify a competitive preference for products containing recycled materials identified in those EPA guidelines. For information about EPA's recovered materials advisory notices, see EPA's Web site: <http://www.epa.gov/cpg/backgrnd.htm>.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of

this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT AGREEMENT

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the Recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

PROCUREMENT OF RECOVERED MATERIALS

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

1. Environmentally Preferable Products Purchasing Program: In accordance with City of Los Angeles Administrative Code Section 10.32 et seq., it is the policy of the City to specify and purchase Environmentally Preferable Products and services where criteria have been established by governmental or other widely recognized and respected third-party authorities.
2. Suppliers and Contractors are encouraged to offer environmentally preferable products and services at competitive prices, and to consider environmental impacts of service delivery by using environmentally preferable products and delivery methods whenever possible. Suppliers shall certify in writing the minimum, if not the exact percentage of Recycled Material, both Post- Consumer Recycled Content and Secondary Waste, and other environmental attributes in products to be provided in the performance of any awarded contract. The supplier shall provide such certification even in instances in which the product contains no Recycled Material or other environmental attributes. Failure to

provide such certification shall result in the product being deemed to contain no Recycled Material or Environmentally Preferable attributes.

SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America’s eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).)

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
- (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
- (3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents The State agrees to provide the information required under this provision in the following documents:

- (1) applications for federal assistance,
- (2) requests for proposals or solicitations,
- (3) forms,
- (4) notifications,
- (5) press releases,
- (6) other publications.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. 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. 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. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, 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).
 - 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 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.
4. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

NOTIFICATION TO FTA; FLOW DOWN REQUIREMENT

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

- a. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- b. Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.
- c. Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or

Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The Agency and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Agency, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

(1) *Civil Fraud.* The Recipient acknowledges and agrees that:

- (i) Federal laws, regulations, and requirements apply to itself and its Underlying Agreement, including the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801, et seq., and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR Part 31.
- (ii) By executing the Underlying Agreement, the Recipient certifies and affirms to the Federal Government the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation that the

Recipient provides to the Federal Government.

- (iii) The Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if the Recipient presents, submits, or makes available any false, fictitious, or fraudulent information.
- (2) *Criminal Fraud.* The Recipient acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the Recipient provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

TERMINATION

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (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 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 be paid only 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 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 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.

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.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

DEBARMENT AND SUSPENSION

(Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

- a. Complies with federal debarment and suspension requirements; and
- b. Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

PRIVACY ACT

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

- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- (2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

CIVIL RIGHTS LAWS AND REGULATIONS

1 Federal Equal Employment Opportunity (EEO) Requirements. Each FTA recipient has agreed that it and its third party contractors at each tier will comply with:

These include, but are not limited to:

- a) **Nondiscrimination in Federal Public Transportation Programs.** 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b) **Prohibition against Employment Discrimination.** Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

VIOLATION AND BREACH OF CONTRACT

Rights and Remedies of the Agency

The Agency shall have the following rights in the event that the Agency deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the Agency, the Contractor expressly agrees that no default, act or omission of the Agency shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the Agency directs Contractor to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Contract will be a default of this Contract. In the event of a default, the Agency will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Contract by the Contractor before the Agency takes action contemplated herein, the Agency will provide the Contractor with sixty (60) days written notice that the Agency considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by an authorized representative of Agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Agency's authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Agency's authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the Agency's direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by Agency, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Agency and the Contractor arising out of or relating to this Contract or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent

jurisdiction within the State in which the Agency is located.

Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

As a condition of award of federal assistance appropriated or made available for FTA programs involving public transportation operations, the Recipient agrees to comply and assures that each Third Party Participant will comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

- (1) *U.S. DOL Certification.* When its Award, the accompanying Underlying Agreement, or any Amendments thereto involve public transportation operations and are supported with federal assistance appropriated or made available for 49 U.S.C. §§ 5307 – 5312, 5316, 5318, 5323(a)(1), 5323(b), 5323(d), 5328, 5337, 5338(b), or 5339, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a certification of employee protective arrangements before FTA may provide federal assistance for that Award. The Recipient agrees that the certification issued by U.S. DOL is a condition of the Underlying Agreement and that the Recipient must comply with its terms and conditions.
- (2) *Special Warranty.* When its Underlying Agreement involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The Recipient agrees that its U.S. DOL Special Warranty is a condition of the Underlying Agreement and the Recipient must comply with its terms and conditions.
- (3) *Special Arrangements for Underlying Agreements for Federal Assistance Authorized under 49 U.S.C. § 5310.* The Recipient agrees, and assures that any Third Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not “necessary or appropriate” to apply the conditions of 49 U.S.C. § 5333(b) to any Subrecipient participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate.

DAVIS-BACON ACT

As amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

To the extent authorized by applicable federal laws, regulations, or requirements, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs), in the Underlying Agreement as follows:

(1) *Statutory and Regulatory Requirements.* The Recipient agrees to comply with:

- (i) Section 11101(e) of IIJA; 54
- (ii) U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 CFR Part 26; and
- (iii) Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement.

(2) *DBE Program Requirements.* A Recipient that receives planning, capital and/or operating assistance and that will award prime third party contracts exceeding \$250,000 in a federal fiscal year must have a DBE program that is approved by FTA and meets the requirements of 49 CFR Part 26.

(3) *Special Requirements for a Transit Vehicle Manufacturer (TVM)*. The Recipient agrees that:

- (i) *TVM Certification*. Each TVM, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 CFR Part 26; and
- (ii) *Reporting TVM Awards*. Within 30 days of any third party contract award for a transit vehicle purchase, the Recipient must submit to FTA the name of the TVM contractor and the total dollar value of the third party contract using the Transit Vehicle Award Reporting Form on FTA's website. The Recipient must also submit additional notifications if options are exercised in subsequent years to ensure that the TVM is still in good standing. It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBEs"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

PROMPT PAYMENT

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

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

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) *Transactions Prohibited*.

- (i) The Recipient agrees that, prior to entering into any Third Party Agreement with any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the Recipient will obtain from the prospective Third Party Participant a certification that the Third Party Participant—

(A) Does not have any 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) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months. 26

- (ii) If the prospective Third Party Participant cannot so certify, the Recipient agrees to refer the matter to FTA and not to enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.
- (2) *Flow-Down.* The Recipient agrees to require all Third Party Participants to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

INCORPORATION OF FTA TERMS

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions of this Agreement and the clauses herein include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth. 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. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause Participant to be in violation of the FTA terms and conditions.

DRUG AND ALCOHOL TESTING/SUBSTANCE ABUSE REQUIREMENTS

(a) *Drug-Free Workplace.* The Recipient agrees to:

- (1) Comply with the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. § 8103, et seq.;
- (2) Comply with U.S. DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 49 CFR Part 32; and
- (3) Follow and facilitate compliance with U.S. OMB regulatory guidance, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 2 CFR Part 182, particularly where the U.S. OMB regulatory guidance supersedes comparable provisions of 49 CFR Part 32.

(b) *Alcohol Misuse and Prohibited Drug Use.*

- (1) Requirements. The Recipient agrees to comply and assures that its Third Party

Participants will comply with:

- (i) Federal transit laws, specifically 49 U.S.C. § 5331;
 - (ii) FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655; and
 - (iii) Applicable provisions of U.S. DOT regulations, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs," 49 CFR Part 40.
- (2) *Remedies for Non-Compliance.* The Recipient agrees that if FTA determines that the Recipient or a Third Party Participant receiving federal assistance under 49 U.S.C.

chapter 53 is not in compliance with 49 CFR Part 655, the Federal Transit Administrator may bar that Recipient or Third Party Participant from receiving all or a portion of the federal transit assistance for public transportation it would otherwise receive.

FULL AND OPEN COMPETITION

The Recipient agrees to conduct all its third party procurements using full and open competition as provided in 49 U.S.C. § 5325(a), and as determined by FTA.

PROHIBITION AGAINST EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

The Recipient agrees that it will not use any federal assistance under 49 U.S.C. chapter 53 for any procurement based on exclusionary or discriminatory specifications, as provided in 49 U.S.C. § 5325(h), unless authorized by other applicable federal laws, regulations, or requirements.

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent transportation system (ITS) property and services must comply with the National ITS Architecture and Standards to the extent required by 23 U.S.C. Section 517(d) and FTA Notice, “FTA National ITS Architecture Policy on Transit Projects,” 66 FR 1455 et seq., January 8, 2001, and later published policies or implementing directives FTA may issue. Consequently, third party contracts involving ITS are likely to require provisions to ensure compliance with Federal requirements.

PATENT RIGHTS AND RIGHTS IN DATA

Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by FTA or U.S. DOT.

The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions:

Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

For purposes of this Contract, the term “subject data” means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of “subject data” include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical

reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and

b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.

2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

AMERICANS WITH DISABILITIES ACT (ADA)

The Recipient agrees to comply with the following federal prohibitions against discrimination based on disability:

- (1) Federal laws, including:
 - (i) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination based on disability in the administration of federally assisted Programs, Projects, or activities; 57
 - (ii) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101, et seq., which requires that accessible facilities and services be made available to individuals with disabilities:
 - (A) For FTA Recipients generally, Titles I, II, and III of the ADA apply; but
 - (B) For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of “employer;”
 - (iii) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151, et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities;
 - (iv) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination; and
 - (v) Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.
- (2) Federal regulations and guidance, including:
 - (i) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR Part 37;
 - (ii) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 CFR Part 27;
 - (iii) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 49 CFR Part 38;
 - (iv) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger

Vessels,” 49 CFR Part 39;

- (v) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 CFR Part 35;
- (vi) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 CFR Part 36; 58
- (vii) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630;
- (viii) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 CFR Part 64, subpart F;
- (ix) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 CFR Part 1194;
- (x) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 CFR Part 609;
- (xi) FTA Circular 4710.1, “Americans with Disabilities Act: Guidance;” and
- (xii) Other applicable federal civil rights and nondiscrimination regulations and guidance.

NOTIFICATION OF FEDERAL PARTICIPATION

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

INTEREST OF MEMBERS OR DELEGATES TO CONGRESS

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

INELIGIBLE CONTRACTORS AND SUBCONTRACTORS

Any name appearing upon the Comptroller General’s list of ineligible contractors for federally assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General’s list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

VETERANS PREFERENCE

As provided in 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients: (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53; and (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

OTHER CONTRACT REQUIREMENTS

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

COMPLIANCE WITH FEDERAL REGULATIONS

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to comply shall constitute a material breach of this contract.

ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to persons with limited understanding of English by following:

- (1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, (65 Fed. Reg. 50121); and
- (2) (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005.

ENVIRONMENTAL JUSTICE

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and

(3) The most recent and applicable edition of FTA Circular 4703.1, “Environmental Justice Policy Guidance for Federal Transit Administration Recipients,” August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance.

GEOGRAPHIC INFORMATION AND RELATED SPATIAL DATA

The Recipient agrees that each Project or related activity that implements the Award will conform to the Federal Geographic Data Committee’s National Spatial Data Infrastructure if the Project or related activity directly or indirectly involves spatial data, or geographic information systems, and it will follow U.S. OMB Circular A-16, “Coordination of Geographic Information and Related Spatial Data Activities,” August 19, 2002, and U.S. OMB Circular A-16 Supplemental Guidance, “Geospatial Line of Business,” November 10, 2010.

GEOGRAPHIC PREFERENCE

The Recipient agrees that it will not use any state or local geographic preference, except as permitted by federal law (for example, 66 Section 25019 of the Infrastructure Investment and Jobs Act of 2021, Pub. L. 117- 58), regulation, requirement, or guidance.

ORGANIZATIONAL CONFLICTS OF INTEREST

Engaging in practices that result in organizational conflicts of interest is prohibited per 2 C.F.R. § 200.112, *Conflict of interest*. The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest.

(1) Occurrence. An organizational conflict of interest occurs when any of the following circumstances arise:

- a. Lack of Impartiality or Impaired Objectivity. When the contractor is unable, or potentially unable, to provide impartial and objective assistance or advice to the recipient due to other activities, relationships, contracts, or circumstances.
- b. Unequal Access to Information. The contractor has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.
- c. Biased Ground Rules. During the conduct of an earlier procurement, the contractor has established the ground rules for a future procurement by developing specifications, evaluation factors, or similar documents.

(2) Remedies. FTA expects the recipient to analyze each planned acquisition in order to identify and evaluate potential organizational conflicts of FTA C 4220.1F Page 6 11/01/2008 Rev. 1, 04/14/2009 Rev. 2, 07/01/2010 Rev. 3, 02/15/2011 Rev. 4, 03/18/2013 interest as early in the acquisition process as possible, and avoid, neutralize, or mitigate potential conflicts before contract award.

FEDERAL SINGLE AUDIT REQUIREMENTS

The Recipient agrees that it must obtain an annual “Single Audit,” which is a financial and compliance audit consistent with the requirements of the Single Audit Act Amendments of 1996, 31 U.S.C. § 7501, et seq., and applicable U.S. DOT “Single Audit” requirements of 2 CFR Part 1201, which incorporate by reference 2 CFR Part 200, for each Award, the accompanying Underlying Agreement, and any Amendments to any Underlying Agreement.

SAFE OPERATION OF MOTOR VEHICLES**Seat Belt Use**

In compliance with Federal Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third party 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.

Texting While Driving and Distracted Driving

Consistent with Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009, FTA encourages each third party contractor to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies that to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to include this provision in each third party subcontract involving the project.

ATTACHMENT C

GMV Cost Proposal (Option 1)

Attachment C - GMV Cost Proposal (Option 1)

COMPONENTS	MAXIMUM COST PER COMPONENT			OPTION YEAR 4	OPTION YEAR 5
	YEAR 1	YEAR 2	Year 3		
HARDWARE COMPONENTS (C-5)					
1. CCTV System	6,356,197				
2. Public WiFi Modems	-				
3. Bike Rack Availability System (Hardware)	406,998				
4. On-Board Public Information System	83,275				
5. Route Annunciator System	17,011				
6. Computer-Aided Dispatching (CAD)/Automatic Vehicle Location (AVL) System	3,557,731				
7. Mobile Data Terminal/Advanced Transportation and Congestion Management Technologies Deployment (ATCMTD)	-				
8. Automatic Passenger Counters (APC)	125,268				
9. Vehicle Network Gateway Router	2,496,319				
10. Headsign/Sidesign/Rearsign Remote Access Editing	19,690				
11. Viriciti	-				
12. Warranty/Annual Fees	529,666	545,382	561,098	577,712	594,983
13. Other Components (Hardware)	506,458				
TOTAL HARDWARE	14,098,612	545,382	561,098	577,712	594,983
SOFTWARE COMPONENTS (C-6)					
14. Software/Mobile Application/Integration	560,500	577,125	594,225	612,275	630,800
15. Ridership Reporting Program	41,450	13,339	13,739	14,151	14,576
16. Bike Rack Availability System	27,495	28,341	29,187	30,033	30,879
17. TAP Integration for cellular use	-	-	-	-	-
18. Cellphone Text Capability for Bus Arrival Information	26,500	27,295	28,114	28,957	29,826
19. Cloud/Data Storage	-	-	-	-	-
20. Host Website/Server Maintenance	-	-	-	-	-
21. Internet/Modem/Cell Phone Costs	-	-	-	-	-
22. Advanced Bus Yard Management System (Optional)	2,374,910	327,400	337,222	347,339	357,760
23. Electronic Bus Charge Management System (Optional)	384,550	180,550	185,967	191,546	197,292
24. Other Components (Software)	1,679,972	1,723,312	1,776,930	1,832,819	1,889,938
25. Unsolicited Options (See C-6 Software)	875,578	690,357	2,232,871	736,189	760,046
TOTAL SOFTWARE	5,970,955	3,567,719	5,198,255	3,793,309	3,911,117
ADMINISTRATIVE COMPONENTS (C-7)					
25. Administrative Costs	814,710	839,151	864,325	890,255	916,962
TOTAL ADMINISTRATIVE	814,710	839,151	864,325	890,255	916,962
TOTAL	20,884,277	4,952,252	6,623,678	5,261,276	5,423,062

5 Year Total
43,144,545

- Any unfinished work from the first two-years of this contract will be finished at the proposed Year 2 costs, using the remaining budget from Year 2. The City will pay all annual and recurring costs associated with this RFP as indicated above.

ATTACHMENT D

Master Data License and Protection Agreement

MASTER DATA LICENSE AND PROTECTION AGREEMENT

Between

CITY OF LOS ANGELES acting by and through the Los Angeles Department of Transportation

And

[INSERT COMPANY NAME]

This Master Data License and Protection Agreement (the “**Agreement**”) is made as of _____ (the “**Effective Date**”) by and between the City of Los Angeles acting by and through the Department of Transportation (“**LADOT**” or “**City**”), a municipal corporation of the State of California, and **[INSERT COMPANY NAME]** (“**Contractor**”), referred to herein collectively as “**Parties**” and individually as a “**Party**”.

WHEREAS, data relating to Mobility Service Providers (“**Provider**”) operating on the streets of Los Angeles will be made available to Contractor as a function of the City’s Mobility Data Specification (“**MDS**”) rules; and

WHEREAS, LADOT will enter into a contract with Contractor (the “**City Contract**”) pursuant to which Contractor will provide services to LADOT in order to store, process, analyze and present such data to facilitate, among other things, more informed transportation planning (“**Contracted Services**”).

NOW THEREFORE, in consideration of the covenants recited in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions

1.1 “City Data” means any and all data provided to the Contractor by or on behalf of the City, including as a result of Contractor’s performance of the Contracted Services, through the City’s MDS rules, set out at <https://github.com/CityOfLosAngeles/mobility-data-specification>, or any successor MDS, including, without limitation, any data received through any application programming interface (“**API**”); and any and all output, copies, reproductions, improvements, modifications, adaptations, derivations, aggregations, or translations thereof, even if such data was obtained by, transferred to, or reproduced, improved, modified, adapted, derived, or aggregated by Contractor prior to the effective date of this Agreement.

1.2 “Deliverables” means any reports, results, or analyses based on City Data required to be provided to the City as part of the Contracted Services under the City Contract.

1.3 [INSERT TOOLING PRODUCT TERM & DESCRIPTION]

2. License

2.1 City Data. The Parties agree that Contractor has no ownership of and, except as expressly provided in Section 2.5 of this Agreement, acquires no rights in City Data. As between the parties, City retains all right of ownership, title, and interest in and to City Data, including all intellectual property rights therein.

2.2 Except as specified in Section 2.2.1, City retains all right of ownership, title, and interest in and to any Deliverables and any work products originated and prepared using any part of City Data, including all intellectual property rights therein. Contractor hereby assigns to City all goodwill, copyright, trademark, patent, trade secret, and all other intellectual property rights worldwide in any work products originated and prepared using any part of City Data, except as specified in Section 2.2.1. Contractor further agrees to execute any documents necessary for City to perfect, memorialize, or record City’s ownership of rights provided herein.

2.2.1 Contractor, and its licensors, if any, retains all right, title, and interest in and to the **[INSERT TERM FROM CLAUSE 1.3]**, and all intellectual property rights therein. In addition, Contractor, and its licensors, if any, retains all right, title, and interest in and to those work products that are mere improvements or modifications to the **[INSERT TERM FROM CLAUSE 1.3]**, including updates to the functionality of tools provided therein.

2.3 Contractor agrees that a monetary remedy for breach of this Agreement may be inadequate, impracticable, or difficult to prove and that a breach may cause City irreparable harm. City may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude City from seeking or obtaining any other relief to which City may be entitled.

2.4 To the extent authorized in Section 9.6 of this Agreement, City acknowledges and agrees Contractor may use third-party subprocessors (“**Subprocessor**”) that may view, access, or possess City Data. Any subcontract entered into by Contractor related to the provision of Contracted Services with a Subprocessor shall include provisions sufficient to contractually bind Subprocessor such that City’s ownership, rights, and control of City Data and Contractor’s obligations to protect City Data, are preserved and protected as intended herein.

2.4.1 Contractor’s use of employees and independent contract staff to perform Contracted Services (“**Personnel**”) shall be formalized with such Personnel in writing and shall include employee policy or contract provisions sufficient to bind those Personnel such that Contractor’s obligations and City’s rights are preserved and protected as intended herein.

2.5 Subject to the confidentiality and other terms of this Agreement, LADOT grants Contractor a non-transferable (except as expressly contemplated by Section 9.5), non-exclusive, terminable at-will, license to use, analyze, host, store, and process City Data, for the purpose of performing the Contracted Services for LADOT. Contractor shall not use, analyze, host, store, or process City Data for any other purpose. Nothing in this Agreement shall prevent Contractor from improving the **[INSERT TERM FROM CLAUSE 1.3]** with City Data processed in the course of providing the Contracted Services, to the extent that no City Data is used, stored, or retained beyond the scope and term of this Agreement.

2.5.1 Contractor shall not exploit or commercialize City Data for any reason. Except as authorized in Section 4 of this Agreement, Contractor shall not disclose, sell, assign, or otherwise provide any part of City Data to any third party.

3. Data Protection.

3.1 In General. The protection of personal privacy and personally identifiable data shall be an integral part of the business activities of Contractor, and Contractor shall use all reasonable efforts to prevent inappropriate or unauthorized use of City Data at any time and safeguard the confidentiality, integrity, and availability of City Data and comply with the following conditions:

3.1.1. Contractor shall implement and maintain appropriate administrative, technical and organizational security measures in order to safeguard against unauthorized access, disclosure, or theft of City Data. Such security measures, as further described below, shall be reasonable and appropriate in light of the sensitivity and volume of City Data held by Contractor, the size and complexity of Contractor’s business, and the cost of available tools to improve security and reduce vulnerabilities. Contractor agrees to protect City Data using security means and technology necessary to meet this reasonableness standard and agrees, in any event, that such security measures shall be no less stringent than the measures Contractor applies to its own personal or confidential data.

3.1.2 Unless otherwise stipulated in writing, Contractor shall encrypt all City Data at rest and in transit with controlled access. The Contractor shall apply and support encryption solutions that are certified against U.S. Federal Information and Processing Standard 140-2, Level 2, or equivalent industry standard, and verify that the encryption keys and keying material are not stored with any associated data. Whenever and wherever applicable, Contractor shall apply and support industry standards or better for tokenization, fraud-use protection, format-preserving encryption, and data encryption technology.

3.1.3 At no time shall any City Data be copied, disclosed, or retained by Contractor or any party related to Contractor, including its Subprocessors, for use in any process, publication, or transaction that is not specifically authorized by Section 4 of this Agreement or by the City in writing.

3.1.4 In accordance with Section 3.1.1, Contractor shall secure and protect all City Data from hacking, viruses, ransomware, and denial of service and related attacks. All City Data held by Contractor must be encrypted in accordance with Section 3.1.2. and Contractor shall take the measures required by this Section 3 to secure, and protect such City Data at all times.

3.2 Data, Development and Access-Point Location. Contractor shall provide its services to the City and its end users solely from data centers in the continental United States of America. Storage of City Data at rest shall be located in the continental United States of America. Contractor shall not allow its Personnel or Subprocessors to store City Data on portable devices, including personal computers, except for devices that are used and kept only at Contractor’s continental United States of America headquarters or data centers. Contractor may permit its Personnel and Subprocessors to access City Data remotely only as required to provide Contracted Services. Contractor shall neither access, nor allow a third-party access to City Data from any location outside of the continental United States

of America. Contractor shall not provide any services under this Agreement from a location outside of the continental United States of America, absent receipt of City's express approval.

3.2.1 Access Limitations. Contractor, insofar as this is possible, shall use precautions, including, but not limited to, physical software and network security measures, personnel screening, training and supervision, and appropriate agreements to:

3.2.1.1 Prevent anyone other than City, Personnel, and Subprocessors with a specific need to know, for a purpose authorized under this Agreement, from monitoring, using, gaining access to City Data;

3.2.1.2 Protect appropriate copies of City Data from loss, corruption, or unauthorized alteration; and

3.2.1.3 Prevent the disclosure of City and Contractor usernames, passwords, API keys, and other access control information to anyone other than authorized City personnel.

3.2.2 Security Best Practices. Contractor shall implement the following security best practices with respect to City Data and to any service provided:

3.2.2.1 Least Privilege: Contractor shall authorize access only to the minimum amount of resources required for a function.

3.2.2.2 Separation of Duties: The Contractor shall divide functions among its staff members to reduce the risk of one person committing fraud undetected.

3.2.2.3 Role-Based Security: The Contractor shall restrict access to authorized users and base access control on the role a user plays in the Contractor's organization.

3.2.3 Credential Restrictions. Contractor shall restrict the use of, and access to, administrative credentials for accounts and system services accessing City Data, to only those of Contractor's Personnel and Subprocessors whose access is essential for the purpose of providing the Contracted Services or performing obligations under this Agreement. Contractor shall require Personnel and Subprocessors to log on using an assigned user-name and password when administering City accounts or accessing City Data. These controls must enable Contractor to promptly revoke or change access in response to terminations or changes in job functions, as applicable. Contractor shall encrypt all passwords, passphrases, and PINs, using solutions that are certified against U.S. Federal Information and Processing Standard 140-2, Level 2, or equivalent industry standard, and verify that the encryption keys and keying material are not stored with any associated data. Contractor will implement any City request to revoke or modify user access within twenty-four hours or the next business day of receipt of City's request. Contractor will disable user accounts after at most 10 consecutive invalid authentication attempts.

3.2.4 Physical and Environmental Security. Contractor facilities that process City Data must be housed in secure areas and protected by perimeter security such as barrier access controls including security guards and picture identification badges that provide a physically secure environment from unauthorized access, damage, and interference.

3.3 System Administration and Network Security.

3.3.1 Operational Controls. Contractor shall implement operational procedures and controls designed to ensure that technology and information systems are configured and maintained according to prescribed internal standards and consistent with applicable Industry Standard Safeguards. Examples of Industry Standard Safeguards are ISO/IEC 27002:2005, NIST 800-44, Microsoft Security Hardening Guidelines, OWASP Guide to Building Secure Web Applications, SOC 2 Type 2, and the various Center for Internet Security Standards. Moreover, Contractor shall use application security and software development controls designed to eliminate and minimize the introduction of security vulnerabilities.

3.3.2 Antivirus. Contractor shall have and maintain antivirus protection configured to automatically search for and download updates (daily, at a minimum) and perform continuous virus scans. Malware and threat detection must be updated continuously, and software patches provided by vendors must be downloaded and implemented in a timely manner. If Contractor is unable to implement these controls in a timely manner, Contractor shall notify City in writing.

3.3.3 Vulnerability Management and Patching. Contractor shall employ vulnerability management and regular application, operating system, and other infrastructure patching procedures and technologies designed to identify,

assess, mitigate, and protect against new and existing security vulnerabilities and threats, including viruses, bots, and other malicious code.

3.3.4 Network Controls. Contractor shall have, shall implement, and shall maintain network security controls, including the use of firewalls, layered DMZs and updated intrusion, intrusion detection and prevention systems, reasonably designed to protect systems from intrusion or limit the scope or success of any attack or attempt at unauthorized access to City Data.

3.3.5 Logging and Monitoring. Unless prohibited by applicable law, Contractor shall, and shall require Subprocessors to, continuously monitor its networks and Personnel for malicious activity and other activity that may cause damage or vulnerability to City Data. Contractor shall maintain logs of administrator and operator activity and data recovery events related to City Data.

3.3.6 Changes in Service. Contractor shall notify the City of any changes, enhancement, and upgrades to the System Administration and Network Security, or changes in other related services, policies, and procedures, as applicable, which can adversely impact the security of City Data.

3.4 Policies, Assessments, and Audits.

3.4.1 Policies. Contractor shall, and shall require Subprocessors to, establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards, and procedures (collectively “Information Security Policy”), and communicate the Information Security Policy to all of its respective Personnel in a relevant, accessible, and understandable form. Contractor shall regularly review and evaluate the Information Security Policy to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks. Upon execution of this Agreement and thereafter within three (3) days of City’s request, Contractor shall make available for review by the City Contractor’s Information Security Policy and any related SOC audits or other evidence that Contractor has in place appropriate policies and procedures regarding information protection and security.

3.4.2 Vulnerability and Risk Assessments. At least annually, Contractor shall perform vulnerability tests and assessments of all systems that contain City Data. For any of Contractor’s applications that process City Data, such testing must also include penetration tests using intercept proxies to identify security vulnerabilities that cannot be discovered using automated tools, and code review or other manual verifications to occur at least annually.

3.4.3 Right of Audits by City/Security Review Rights. City and its agents, auditors (internal and external), regulators, and other representatives as City may designate, may inspect, examine, and review the facilities, books, systems, records, data, practices, and procedures of Contractor (and any Personnel and Subprocessors that Contractor may use) that are used in rendering services to City to verify the integrity of City Confidential Information and to monitor compliance with the confidentiality and security requirements for City Confidential Information. In lieu of an on-site audit, at City’s discretion and upon request by the City, the Contractor agrees to complete, within fourteen (14) days of receipt, an audit questionnaire provided by the City regarding the Contractor’s data privacy and information security program. Contractor shall comply with all recommendations that result from such inspections, tests, and audits within reasonable timeframes.

3.5 Data Backup and Emergency Recovery. Contractor shall employ a multilayered approach to backups and disaster recovery including the use of a primary data center and a backup data center. Contractor shall perform both local and remote backups of the complete server infrastructure including server operating systems, applications, and data. Contractor shall perform Disaster Recovery Tests no less than semi-annually. Contractor shall maintain and comply with a reasonable written plan (the “DR Plan”) setting forth procedures for (a) mitigating disruption to systems during and after an earthquake, hurricane, other natural disaster, war, act of terrorism, act of cyberterrorism, and other natural or man-made disaster, including without limitation Force Majeure Events (as that term is used in PSC-6, Excusable Delays, of the Standard Provisions for City Contracts (Rev. 10/17)[v.3] (collectively, a “Disaster”); and (b) restoring Service functionality promptly after a Disaster. The DR Plan will include procedures no less protective than industry standard, and Contractor shall update the DR Plan as the industry standard changes.

3.6 Data Return and Destruction. At the conclusion of the Agreement and as instructed by City, Contractor shall (at its sole cost) return, delete, or destroy City Data then in its possession or under its control including, without limitation, originals, and copies of such City Data in accordance with Section 4.1.2. The following types of information are excluded from this requirement: (i) City Data that becomes a part of the public domain, including through court filings; and (ii) City Data that Contractor is required to maintain, by law, regulations, or by the terms

of this Agreement, but only for the time period required. For the avoidance of doubt, anything that is stored on routine backup media solely for the purpose of disaster recovery will be subject to destruction in due course rather than immediate return or destruction pursuant to this paragraph, provided that Personnel are precluded from accessing such information in the ordinary course of business prior to destruction.

3.6.1 Contractor shall implement and utilize appropriate methods to ensure the destruction of City Data. Such methods shall be in accordance with recognized industry best practices and shall leave no data recoverable on Contractor's computers or other media.

3.6.2 Certification of Destruction. Contractor agrees to certify that City Data has been returned, deleted, or destroyed from its systems, servers, off-site storage facilities, office locations, and any other location where Contractor maintains City Data within 45 days of receiving City's request that the information be returned, deleted, or destroyed. Contractor shall document its verification of data removal, including tracking of all media requiring cleaning, purging or destruction.

3.7 Data Breaches. Contractor shall notify City in writing as soon as reasonably feasible, but in any event within forty-eight hours, or if later, the next business day after Contractor's discovery of any unauthorized access of City Data or Contractor becoming reasonably certain that such unauthorized access has occurred (a "Data Breach"), or of any event that compromises the integrity, confidentiality or availability of City Data (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. Contractor shall begin remediation immediately. Contractor shall provide daily updates if requested by City, and, in any event, reasonably frequent updates, regarding findings and actions performed by Contractor until the Data Breach or Security Incident has been resolved to City's satisfaction. Contractor shall conduct an investigation of the Data Breach or Security Incident and shall share a report of the investigation findings with City. At City's sole discretion, City and/or its authorized agents shall have the right to conduct an independent investigation of a Data Breach. Contractor shall cooperate fully with City and its agents in that investigation. If the City is subject to liability for any Data Breach or Security Incident that arises as a result of Contractor's negligent performance of services for the City or Contractor's breach of this Section 3, the Contractor shall fully indemnify and hold harmless the City and defend against any resulting actions.

3.8 This Section 3 applies only to City Data under Contractor's care; in Contractor's possession, custody, or control; or being accessed by Contractor.

3.9 City shall be responsible for the security of City usernames, passwords, API keys and other credentials required to access the [INSERT TERM FROM CLAUSE 1.3], to the extent such usernames, passwords, API keys and other credentials are in City's care, custody, or control. City shall be responsible for City's own disclosure of any City Data provided to City by Contractor or that City accessed through the [INSERT TERM FROM CLAUSE 1.3].

3.10 This Section 3 shall not apply to any data or information to which the confidentiality obligations set forth in Section 4.1.2 do not apply.

4. Confidentiality

4.1 City's Confidential Information. For purposes of this Section 4.1, "Confidential Information" means any nonpublic information whether disclosed orally or in written or digital media, received by Contractor that is either marked as "Confidential" or "Proprietary" or which the Contractor knows or should have known is confidential or proprietary information. City Data shall be treated as Confidential Information by Contractor under this Agreement, even if such data is not marked "Confidential" or "Proprietary" or was obtained by or transferred to Contractor prior to the effective date of this Agreement.

4.1.2 Protection of Confidential Information. Except as expressly authorized herein, Contractor shall (a) hold in confidence and not disclose any Confidential Information to third parties and (b) not use Confidential Information for any purpose other than fulfilling its obligations and exercising its rights under this Agreement or performing the Contracted Services. Contractor shall limit access to Confidential Information to Contractor Personnel and Subprocessors disclosed under Section 9.6, (1) who have a need to know such information for the purpose of Contractor performing its obligations or exercising its rights under this Agreement, or performing Contracted Services; (2) who have confidentiality obligations no less restrictive than those set forth herein; and (3) who have been informed of the confidential nature of such information. In addition, the Contractor shall protect Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary

information of a similar nature, but in no event with less than reasonable care. At LADOT's request or upon termination or expiration of this Agreement, the Contractor will return to LADOT any Deliverables not provided to the City and Contractor will destroy (or permanently erase in the case of electronic files) all copies of Confidential Information, and Contractor will, upon request, certify to City its compliance with this sentence.

4.1.3 Exceptions. The confidentiality obligations set forth in Section 4.1.2 shall not apply to any Confidential Information that (a) is at the time of disclosure or becomes generally available to the public through no fault of the Contractor; (b) is lawfully provided to the Contractor by a third party free of any confidentiality duties or obligations; (c) was already known to the Contractor at the time of disclosure free of any confidentiality duties or obligations; or (d) the Contractor can demonstrate was independently developed by Personnel of the Contractor without reference to the Confidential Information. In addition, the Contractor may disclose Confidential Information to the extent that such disclosure is necessary for the Contractor to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that (to the extent legally permissible) the Contractor promptly notifies LADOT in writing of such required disclosure, cooperates with LADOT if LADOT seeks an appropriate protective order, and the Contractor discloses no more information that is legally required.

4.2 Contractor's Confidential Information. For purposes of this Section 4.2, "Confidential Information" means any nonpublic information received by City that is either marked as "Confidential" or "Proprietary" at the time of disclosure, or, if provided orally, through verbal identification as confidential at the time of disclosure that, under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary. "Confidential Information" under this Section 4.2 is further limited to information that is a "trade secret," as defined in subdivision (d) of Section 3426.1 of the California Civil Code, or paragraph (9) of subdivision (a) of Section 499c of the California Penal Code, including but not limited to Contractor's (a) business plans, methods, and practices; (b) personnel, customers, and suppliers; (c) inventions, processes, methods, products, patent applications, and other proprietary rights; or (d) specifications, drawings, sketches, models, samples, tools, computer programs, technical information, or other related information, which is maintained by the Contractor as confidential.

4.2.2 Protection of Confidential Information. Except as expressly authorized herein, City shall hold in confidence and not disclose any Confidential Information to third parties and not use Confidential Information for any purpose other than fulfilling its obligations under this Agreement or the City Contract or realizing the benefits of the Contracted Services delivered thereunder. City shall limit access to Confidential Information to employees and contractors (1) who have a need to know such information for a purpose authorized under this Agreement; (2) who have confidentiality obligations no less restrictive than those set forth herein; and (3) who have been informed of the confidential nature of such information. In addition, City will protect Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At Contractor's request, City will, to the extent permitted by the State of California's records retention laws, destroy (or permanently erase in the case of electronic files) all copies of Confidential Information, and City will, upon request, certify to Contractor its compliance with this sentence.

4.2.3 Exceptions. The confidentiality obligations set forth in Section 4.2.2 shall not apply to any Confidential Information that (a) is at the time of disclosure or becomes generally available to the public through no fault of the City; (b) is lawfully provided to the City by a third party free of any confidentiality duties or obligations; (c) was already known to the City at the time of disclosure free of any confidentiality duties or obligations; or (d) the City can demonstrate was independently developed by personnel of the City without reference to the Confidential Information. In addition, the City may disclose Confidential Information to the extent that such disclosure is necessary for the City to enforce its rights against Contractor under this Agreement or as required by law, including the California Public Records Act (CPRA), or by the order of a court or similar judicial or administrative body, provided that (to the extent legally permissible) the City promptly notifies Contractor in writing of such required disclosure and the City discloses no more information than is legally required.

4.2.4 Contractor undertakes and agrees to defend, indemnify and hold harmless City and any of City's boards, officers, agents, and employees from and against all suits, claims, and causes of action brought against City for City's refusal to disclose Confidential Information to any person making a request pursuant to the CPRA. Contractor's obligations herein include, but are not limited to, all reasonable attorney's fees (both in house and outside counsel), reasonable costs of litigation incurred by City or its attorneys (including all reasonable actual, costs incurred by City, not merely those costs recoverable by a prevailing party, and specifically including

reasonable costs of experts and consultants) as well as all damages or liability of any nature whatsoever arising out of any such suits, claims, and causes of action brought against City, through and including any appellate proceedings. Contractor's obligations to City under this indemnification provision shall be due and payable on a monthly, on-going basis within thirty (30) days after each submission to Contractor of City invoices for all fees and costs incurred by City, as well as all damages or liability of any nature. Contractor shall receive prompt written notice from City within five (5) business days of receipt of any (1) communication to City challenging City's refusal to disclose Confidential Information, and (2) any complaint or petition to the court challenging City's refusal to disclose Confidential Information. Further should Contractor choose to intervene in any court action relating to the City's refusal to disclose Contractor's information, City shall not oppose Contractor's motion to intervene. Contractor shall have no obligations to City under this provision in any circumstance where Contractor provides written confirmation to City that 1) all of the requested records at issue are not Confidential Information and 2) City may release said records to the requester.

4.3 Compliance with Privacy Laws. Contractor is responsible for ensuring that Contractor's performance of its obligations and exercise of its rights under this Agreement complies with all applicable local, state, and federal privacy laws and regulations, as amended from time to time. If this Agreement or any practices which could be, or are, employed in performance of this Agreement become inconsistent with or fail to satisfy the requirements of any of these privacy laws and regulations, City and Contractor shall in good faith execute an amendment to this Agreement sufficient to comply with these laws and regulations and Contractor shall complete and deliver any documents necessary to show such compliance. The City acknowledges and agrees that Contractor is not responsible for giving any notices to or obtaining any consents from any other party in order for Contractor to process the City Data as contemplated by this Agreement.

5. Warranties. Contractor represents and warrants that:

5.1 Disabling Code. No software or services to which the City is provided access and use hereunder contains any undisclosed disabling code (defined as computer code designed to interfere with the normal operation of the software or the City's hardware or software) or any program routine, device or other undisclosed feature, including but not limited to, a time bomb, virus, drip-dead device, malicious logic, worm, Trojan horse, or trap door which is designed to delete, disable, deactivate, interfere with or otherwise harm the software or the City's hardware or software.

5.2 Virus/Malicious Software. Contractor has used its best efforts to scan for viruses within Contractor's networks and information systems, and no malicious system will be supplied under this Agreement.

5.3 Information Security. Contractor's information security procedures, processes, and systems will at all times meet or exceed (i) the requirements of this Agreement; and (ii) all applicable information security and privacy laws, and legally binding standards, rules, and requirements related to the collection, storage, processing, and transmission of personally identifiable information.

6. Indemnification; Limitation of Liability

6.1 Indemnification. Except for the active negligence or willful misconduct of City, or any of its boards, officers, agents, employees, assigns, and successors in interest, Contractor shall defend, indemnify, and hold harmless City and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands, and expenses, including, but not limited to, attorney's fees (both in house and outside counsel), reasonable cost of litigation (including all actual litigation costs incurred by City, including but not limited to, costs of experts and consultants), damages, or liability of any nature whatsoever, for death or injury to any person, including Contractor's Personnel and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by Contractor, Subprocessors, subcontractors, or their boards, officers, agents, Personnel, assigns, and successors in interest. The rights and remedies of City provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. This provision will survive expiration or termination of this Agreement.

6.2 Limitation of Liability. Neither party shall be liable hereunder for special, indirect, consequential, or incidental losses or damages including, but not limited to, lost profits, lost or damaged data, failure to achieve cost savings, or the failure or increased expense of operations, regardless of whether any such losses or damages are characterized as arising from strict liability or otherwise, even if a party is advised of the possibility of such losses or

damages, or if such losses or damages are foreseeable. The limitations of Contractor's liability in this Section 6.2 do not apply to: (a) Contractor's breach of Section 4 (Confidentiality), and (b) Contractor's obligations in Section 6.1 (Indemnity).

6.3 Liability Cap. In no event shall either party's liability arising out of or relating to this Agreement exceed three times (3x) the fees paid under the City Contract during the twelve (12) months preceding the act, omission, or occurrence giving rise to such liability. The cap on liability in this Section 6.3 does not apply to Contractor's obligations under Section 3 (Data Protection), Section 4 (Confidentiality), and Section 6 (Indemnification),

7. Data Disclaimer. All data provided by or on behalf of City pursuant to this Agreement are provided "as is." City makes no representation or warranty, express or implied, regarding the data's accuracy, completeness or use. There are no express or implied warranties of merchantability or fitness for a particular purpose, or that the use of the data will not infringe any patent, copyright, trademark, or other proprietary rights. Without limiting the generality of the foregoing, City does not represent or warrant that the data or access to it will be uninterrupted or error free.

8. Term

8.1 Term. The term of this Agreement shall be coextensive with the City Contract.

8.2 Survival. The provisions of Sections 2, 3, 4, and 6 will survive the termination or expiration of this Agreement.

8.3 Retroactive Application. The Parties agree that, to the extent permitted by applicable law, the provisions of Sections 2, 4, 6, and 7 of this Agreement shall be applied retroactively to any and all Contracted Services performed by Contractor, and any of its Personnel or Subprocessors, even if those acts and actions occurred or were in progress prior to the effective date of this Agreement.

9. General Provisions

9.1 Governing Law and Venue. This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of California, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. Each party hereby expressly consents to the exclusive personal jurisdiction and venue in the state and federal courts of Los Angeles County, California for any lawsuit filed there against it by the other party arising from or related to this Agreement.

9.2 Export. Contractor agrees not to export, report, or transfer, directly or indirectly, any City Data, or any products utilizing such data, in violation of United States export laws or regulations. Without limiting the foregoing, Contractor agrees that (a) it is not, and is not acting on behalf of, any person who is a citizen, national, or resident of, or who is controlled by the government of any country to which the United States or other applicable government body has prohibited export transactions (e.g., Iran, North Korea, etc.); (b) is not, and is not acting on behalf of, any person or entity listed on a relevant list of persons to whom export is prohibited (e.g., the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, the U.S. Commerce Department Denied Persons List or Entity List, etc.); and (c) it will not use any City Data for, and will not permit any City Data to be used for, any purpose prohibited by applicable law.

9.3 Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

9.4 Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

9.5 No Assignment. Except as provided in Section 9.6, Contractor will not assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of LADOT, and any attempted such assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

9.6 Subprocessors. City acknowledges and expressly agrees that Contractor may retain Subprocessors in the course of providing Contracted Services. Contractor shall make available to City a current list of Subprocessors and

their respective services immediately upon execution of this Agreement. When Contractor engages any new Subprocessor after the execution of this Agreement, Contractor will notify LADOT of such Subprocessor at least 30 days before the Subprocessor accesses or processes any City Data. Any and all Subprocessors shall be bound by the obligations of Contractor under this Agreement; notwithstanding the foregoing, Contractor remains responsible for compliance of any such Subprocessor with the terms of this Agreement.

9.7 Notices. All notices required to be given pursuant to the terms of this Agreement shall either be personally delivered or delivered by certified mail return receipt requested to:

If to LADOT:

Laura Rubio-Cornejo, General Manager
Los Angeles Department of Transportation
100 South Main Street, 10th Floor
Los Angeles, California, 90012

With copies to:

Tomas Carranza, Chief Sustainability Officer
Los Angeles Department of Transportation
100 South Main Street, 10th Floor
Los Angeles, California, 90012

If to Contractor:

[INSERT NOTICE ADDRESS]

Attention: [INSERT NAME/TITLE/EMAIL]

Or to any such other address as the parties may designate in writing, from time to time. All mailed notices shall be deemed received three days after being deposited in the U.S. mail.

9.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

9.9 Entire Agreement. No-shrink-wrap, click-wrap, privacy policy, or other terms and conditions or agreements (“Additional Contractor Software Terms”) provided with any products, services, documentation, or software hereunder, or under the Contracted Services agreements, shall be binding on the City, even if use of the foregoing requires an affirmative “acceptance” of those Additional Contractor Software Terms before access is permitted. All such Additional Contractor Software Terms will be of no force or effect and will be deemed rejected by the City in their entirety. This Agreement is the final, complete and exclusive agreement of the parties with respect to the licensing, use and protection of City Data, and supersedes and merges all prior discussions between the Parties with respect to such subject matters. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by an authorized signatory of each Party.

In Witness Whereof, the Parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

THE CITY OF LOS ANGELES

[INSERT COMPANY NAME]

By: _____

Laura Rubio-Cornejo

General Manager

Department of Transportation

By: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By**: _____

By: _____

Title: _____

Date: _____

Date: _____