

County of Nevada, California  
**AGREEMENT FOR LICENSED SOFTWARE, SERVICES, AND MAINTENANCE**

This AGREEMENT is made by and between the **County of Nevada**, a political subdivision of the State of California (herein "County"), and **GMV Syncromatics Corp (GMV)** (herein "Contractor"), wherein Contractor agrees to provide the software and services commonly known as **Computer Aided Dispatch, Automatic Vehicle Location and Real-Time Passenger Information (Intelligent Transportation Software aka ITS)**. As described in the Schedules comprising this Agreement, Contractor will successfully implement **GMV ITS** consisting of all system modules and capabilities necessary to meet the County's requirements as defined in the System Feature List presented in Appendix B-1.

This AGREEMENT, including the following Schedules, constitutes the entire understanding and agreement between the Parties. This AGREEMENT may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties.

- Schedule A: General Terms and Conditions**
- Schedule B: Software License Agreement**  
**Appendix B-1: System Feature List**
- Schedule C: Software Maintenance Agreement**  
**Appendix C-1: Hosting Services Agreement**
- Schedule D: Scope of Professional Services**  
**Appendix D-1: Hardware Specifications**  
**Appendix D-2: Preliminary Project Schedule**
- Schedule E: Schedule of Charges and Payments**

**CONTRACTOR:**

**COUNTY OF NEVADA:**

\_\_\_\_\_  
Name: Ian Sephton  
Title: CEO

\_\_\_\_\_  
Honorable Lisa Swarouth  
Chair, Board of Supervisors

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Attest: \_\_\_\_\_

Clerk of the Board, or designee

## SCHEDULE A: GENERAL TERMS AND CONDITIONS

### Definitions

- 1.1 *Acceptance:* The Software shall be considered accepted for all purposes upon the earlier of: (a) notification by County that the Software is in compliance with all requirements specified in this Agreement; (b) expiration of the Test Period if County fails to notify Contractor of any material nonconformity during that period; or (c) use of the Software by County in a production environment for at least thirty (30) days.
- 1.2 *Acceptance Certificate:* A certificate provided by the Contractor that is signed by the County confirming the Acceptance of each phase as defined within the Project Management Plan.
- 1.3 *Acceptance Plan:* That document, delivered as a component of the Implementation Plan document, which defines and describes the acceptance tests and conditions which define Acceptance.
- 1.4 *Agreement:* This Agreement, all schedules, appendices and exhibits thereto, and any and all subsequent duly executed amendments thereto.
- 1.5 *Authorized Representative:* The person or persons authorized by County to work with Contractor to implement changes to the Software, submit Software issues to Contractor to resolve, and authorize the Contractor to make changes to the list of Users who can use the Software.
- 1.6 *Compliance Update:* A change made to the Software to reflect a mandated change in the applicable law.
- 1.7 *Computer System:* The desktop hardware and software components and programs that are used by County in conjunction with the Software, but do not include the Hosting Servers.
- 1.8 *Confidential Information:* Copyrights, Trade Secrets, Technical Information, Technology, and any and all other confidential and/or proprietary information provided by one Person ("Discloser") to another Person ("Recipient") pursuant to this Agreement or otherwise, relating to, among other items, the research, development, products, processes, business plans, customers, finances, suppliers, and personnel data of or related to the business of Discloser, including, without limitation, the Software and all Documentation. Confidential Information shall also include all "non-public personal information" as defined in Title V of the Gramm-Leach-Bliley Act (15 U.S. C. Section 6801, et seq.) and the implementing regulations thereunder (collectively, the "GLB Act"), as the same may be amended from time to time. Confidential Information does not include any information: (1) Recipient knew before Discloser provided it; (2) which has become publicly known through no wrongful act of Recipient; (3) which Recipient developed independently, as evidenced by appropriate documentation; or, (4) of which Recipient becomes aware from any third Person not bound by non-disclosure obligations to Discloser and with the lawful right to disclose such information to Recipient. Notwithstanding the foregoing, specific information will not be deemed to be within the foregoing exceptions merely because it is contained within more general information otherwise subject to such exceptions.
- 1.9 *Copyrights:* Copyrighted and copyrightable materials, whether or not registered, published, or containing a copyright notice, in any and all media, and further including, without limitation, any and all moral rights and corresponding rights under international agreements and conventions, all Derivatives thereof, and any and all applications for registrations, registrations, and/or renewals of any of the foregoing.
- 1.10 *Customization:* Any improvement, derivation, extension or other change to the Software made by Contractor at the request of the County, including any that result from the joint efforts or collaboration of Contractor and County. Contractor may, from time to time, incorporate Customizations into the Software as "Enhancements."
- 1.11 *Data:* All data entered or used by County in order to use the Software, including but not limited to user account data and the data for which the Software is designed to store, manipulate, analyze and report in performing its functional requirements.
- 1.12 *Data Conversion Plan:* The formal plan to be prepared by Contractor with County support that identifies the data conversion elements: schedule, information, personnel, and any other items agreed upon as integral to the conversion of existing systems data to the configured databases by the County's Project Manager and the Contractor's Project Manager.

- 1.13 *Database Software*: Relational database management systems (RDMS), such as Microsoft SQL Server, Oracle, or similar Third-Party Software that is utilized by the Software to store COUNTY data on a disk sub-system as part of the operation of the Software.
- 1.14 *Defective Work*: Work that (i) is unsatisfactory, faulty, or deficient, (ii) does not conform to the Statement of Work, (iii) does not meet the requirements of any inspection, test, or approval referred to in the Acceptance Criteria, or (iv) does not meet or exceed the requirements specified in this Agreement.
- 1.15 *Deliverables*: Those components, milestones, and/or materials, including, without limitation, the Software, Documentation, Maintenance Modifications, and Enhancements to be completed by one Party and delivered or otherwise provided to the other Party in accordance with the terms of this Agreement and/or an effective Maintenance Agreement. Deliverables can mean either Deliverables required from Contractor (“Contractor Deliverables”) or Deliverables required from County (“County Deliverables”).
- 1.16 *Derivatives*: Any and all adaptations, enhancements, improvements, modifications, revisions, extensions or translations, whether to Intellectual Property or otherwise.
- 1.17 *Documentation*: Standard user publications relating to use of the Licensed Software, such as reference, installation, administrative, maintenance, and programmer manuals, provided by Contractor to County, all of which are made available to County by Contractor by either hard copy or electronic delivery.
- 1.18 *End User*: Any employee(s), affiliate(s), agent(s), or representative(s) of the County, or any other person under the direction or control of the County that uses the Software to perform certain functions or tasks as required by the County.
- 1.19 *Enhancement*: A change or addition, other than maintenance modifications, to Software and related Documentation, including, without limitation, all new releases, that improve functions, add new functions, or significantly improve performance by changes in system design or coding; *provided, however*, that Enhancements do not include any New Product.
- 1.20 *Error*: Either (a) any error or defect resulting from an incorrect functioning of Software caused by the Software’s failure to meet Specifications therefor; or, (b) any error or defect resulting from an incorrect or incomplete statement in Documentation caused by the failure of the Software and/or the Documentation to meet the Specifications therefor.
- 1.21 *Error Correction (may also be referred to as “Patch”)*: Either (a) a temporary repair or replacement or other modification or addition that, when made or added to the Software, corrects an Error, or (b) a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect of an Error on the County. Temporary repair may be made permanent and released in Subsequent Releases of the Software.
- 1.22 *Explanatory Documentation*: Documents that describe the escrow contents and explain how to compile and load the software program in the event that the escrow materials are released to the County.
- 1.23 *Final Acceptance Certificate*: County’s final written acceptance of the Programs and services to be provided under this Agreement.
- 1.24 *Hardware*: The Computer System components and equipment, other than the Licensed Software and Third-Party Software.
- 1.25 *Hosting Services Agreement*: That certain Hosting Services Agreement, between Contractor and Hosting Vendor, providing for the Hosting Servers that store the Hosted Software and Data for County’s access.
- 1.26 *Hosting Servers*: Those servers controlled and managed by Contractor for hosting the Hosted Software and which may be accessed by County for purposes of utilizing the Hosted Software.
- 1.27 *Hosted Software*: A fully operational, stable and up to date Version of the Software that Contractor will make accessible to County via the Internet and that is installed on the Hosting Servers.
- 1.28 *Implementation Plan*: That deliverable, provided by Contractor, that includes the specific tasks and deliverables required for the implementation of the identified work, and the specific dates for completion thereof. The Implementation Plan shall also include the Test Plan and Acceptance Plan for the identified work.

- 1.29 *Intellectual Property:* Trade Secrets, Copyrights, Derivatives, Documentation, Patents, Software, Technical Information, Technology, and any and all proprietary rights relating to any of the foregoing.
- 1.30 *Licensed Software:* The proprietary computer software program(s) identified in the Software License and all related materials, Documentation, all corrections, patches or updates thereto, and other written information received by County from Contractor, whether in machine-readable or printed form.
- 1.31 *Maintenance Release:* A Subsequent Release of the Licensed Software that includes Error Corrections and/or Updates.
- 1.32 *New Product:* Any change or addition to Software and/or related Documentation that: (1) has a value or utility separate from the use of the Software and Documentation; (2) as a practical matter, may be priced and offered separately from the Software and Documentation; and, (3) is not made available to Contractor's licensees generally without separate charge.
- 1.33 *Notice of Completion:* A written notice from Contractor stating that delivery, installation and implementation of all Licensed Software, and/or Third-Party Software at County's site has been completed and that the Software is available for acceptance testing.
- 1.34 *Object Code:* Machine readable compiled form of Licensed Software provided by Contractor.
- 1.35 *Party:* Either Contractor or County, and "Parties" means both of the same.
- 1.36 *Patents:* All patentable materials, letters patent, and utility models, including, without limitation, all reissues, continuations, continuations-in-part, renewals, Derivatives, and extensions of any of the foregoing and all applications therefor (and patents which may issue on all such applications).
- 1.37 *Professional Services:* Any Installation, Customization, Training, Consulting, Support Service(s), and other similar service(s) performed by Contractor under the terms of this Agreement.
- 1.38 *Project Management:* The process of planning, scheduling, and controlling certain activities in order to meet project objectives.
- 1.39 *Project Management Plan:* A comprehensive plan for execution of the Project to implement the Software, which includes subsidiary plans that include the Project Schedule, List of Deliverables, Data Conversion Plan, Issue Management Plan, Interface Specifications, Training Plan, Risk Management Plan, Resource Plan, Communication Plan, Change Control Plan, Document Control Plan, Acceptance Plan, and Quality Management Plan.
- 1.40 *Programs:* The Software, as written by the Contractor and approved Third Party Vendors, integrated by Contractor and delivered to the County, in the form of executable code providing fully compatible communication with the Contractor's licensed software engine, to operate on the Hardware for purposes of accomplishing the functional capabilities as set forth in this Agreement.
- 1.41 *Release:* Means a version of the Software denoted by the number to the left of the decimal point (as compared to a change in the number to the right of the decimal point). For example, 4.x and 4.1 are the same Release; 4.x and 5.x are two different Releases. Releases include major Enhancements and the incorporation of any Version developed after the Release immediately preceding the most current Release.
- 1.42 *Seat:* A unique physical device, such as a terminal, microcomputer, or similar computing device that is part of the Computer System at which an End User has access to some or all of the Software or Third-Party Software.
- 1.43 *Site:* A single physical location and single database for which the Software is licensed. The number of Sites for which County is licensed to use the Software shall be specified in the applicable Schedule.
- 1.44 *Software:* The software program(s) identified on Schedule E, including Error Corrections, Compliance Updates, and new Versions and Releases of such program(s) that may be provided under this Agreement. The term "Software" excludes any Third-Party Software.
- 1.45 *Software Acceptance Date:* The date of final acceptance of the System by County as described in Schedule D of this Agreement.
- 1.46 *Specifications:* The functional, operational, and performance characteristics of the Licensed Software as described in Contractor's current published Documentation.

- 1.47 *Subsequent Release:* A release of the Licensed Software for use in a particular operating environment which supersedes the Licensed Software. A Subsequent Release is offered and expressly designated by Contractor as a replacement to a specified Licensed Software product. A Subsequent Release will be supported by Contractor in accordance with the terms of this Agreement. Multiple Subsequent Releases may be supported by Contractor at any given time.
- 1.48 *Support Services:* Those services provided by Contractor as described in Schedule C: Software Maintenance Agreement.
- 1.49 *System:* The Licensed Software and associated interfaces furnished by Contractor for the Client and the Equipment on which such software operates, the combination of which shall satisfy the requirements set forth in the Specifications.
- 1.50 *System Cutover:* The point at which the County approves Contractor's initiation of the System, or a phase of the project, to a production status and the County may terminate use of the current software system it uses to perform the same business functions.
- 1.51 *Test Period:* The thirty (30) day period following: (a) County's receipt of the Notice of Completion or (b) in the case where County requests or causes a material delay in the performance of implementation services, the date set forth in the Implementation Plan for commencement of Acceptance Testing.
- 1.52 *Third Party Software:* Software utilized in tandem with the Licensed Software, and necessary to enable the Licensed Software to perform the Specifications, supplied by Contractor with the Licensed Software or acquired directly by County on the advice of Contractor.
- 1.53 *Trademarks* – trademarks, service marks, logos, trade names, and/or domain names including, without limitation, any and all common law and/or statutory rights therein and any and all applications to register and/or registrations therefor, anywhere within or outside of the Territory.
- 1.54 *Update:* A revision of the Software released by Contractor to its end user customers receiving maintenance and support services from Contractor. "Update" does not include any New Product or added features for which Contractor generally imposes a separate charge.
- 1.55 *Upgrade:* Either an enhancement to the Licensed Software code to add new features or functions to the Licensed Software or software programming revisions containing corrections to Error Corrections that have been reported by users or discovered by the Contractor. Upgrades include revisions that are made to the Software to conform to a newer version of the operating system software.
- 1.56 *Users:* People who, in accordance with the terms of this Agreement, are authorized by County's Authorized Representatives to access the Software for purposes of performing data entry, analysis, or reporting, or for providing technical support.
- 1.57 *Version:* A new version of the Software that includes minor Enhancements, Error Corrections, and/or Compliance Updates, which is indicated by a different number to the right of the decimal point (e.g., "4.1" and "4.2" represent different Versions of Release "4").
- 1.58 *Warranty Period:* Commencing on the Software Acceptance Date and continuing during the Term, including any renewals or extension, all Errors shall be corrected by the Contractor without charge to the County.
- 1.59 *Work or Project:* The implementation, assembly, installation, optimization, and integration as required by this Agreement, whether completed or partially completed, including all labor, materials, and services provided, or to be provided by Contractor to fulfill Contractor's obligations hereunder. The Work, therefore, constitutes all of the requirements for providing the Programs and all services under this Agreement to the County.

## Notices

This Agreement shall be managed and administered on behalf of the respective parties by the individuals identified below. All invoices shall be submitted to and approved by the County's representative so identified. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed to said party and shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

**Contractor:**  
**GMV Syncromatics Corp**  
700 S. Flower Street, Suite 740  
Los Angeles, CA 90017

**County of Nevada:**  
950 Maidu Avenue  
Nevada City, California 95959

Contact Person:  
**Jeff Hunter**  
**Director of Business Development**

Contact Person:  
**Robin VanValkenburgh**  
**Transit Program Manager, Public Works**

**(213)-328-5471**

**(530)-470-2833**

[jhunter@gmv.com](mailto:jhunter@gmv.com); [sales-na@gmv.com](mailto:sales-na@gmv.com)

[Robin.VanValkenburgh@nevadacountyca.gov](mailto:Robin.VanValkenburgh@nevadacountyca.gov)

### **Standard of Performance**

Contractor represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, Contractor shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor is engaged. All products of whatsoever nature which Contractor delivers to County pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession. Permits and/or licenses shall be obtained and maintained by Contractor without additional compensation. Contractor's personnel, when on the County's premises, shall comply with the County's regulations regarding security, safety and professional conduct, including but not limited to Nevada County Security Policy (NCSP) 102 regarding data security.

### **Contractor as Independent**

In providing services hereunder, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County.

### **Indemnification**

#### **1.1 General**

Contractor shall defend, indemnify and save harmless the County, its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, judgments damages, losses or expenses (including, without limitation, defense costs and attorney fees of litigation) arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof, including, but not limited to, any act or omission to act on the part of the Contractor or his agents or employees or other independent contractors directly responsible to him; except those liabilities, claims, demands, judgments damages, losses or expenses to the extent resulting from the negligence or willful misconduct of the County. With respect to any and all liabilities, claims, demands, judgments damages, losses or expenses arising from the joint or concurrent negligence of Contractor and the County, each party shall assume responsibility in proportion to the degree of its respective fault as determined by a court of competent jurisdiction. Contractor's obligation to indemnify County is contingent upon the County giving prompt notice to Contractor of any claims, permitting Contractor to defend, compromise, or settle any claim, and cooperate with the defense of any such claim. Contractor shall notify the County immediately in the event of any accident or injury arising out of or in connection with this Agreement.

#### **1.2 Intellectual Property**

- a. Notwithstanding any language contained herein to the contrary, Contractor warrants that the Software does not infringe upon or violate any patent, copyright, trade secret, contract right, or any other proprietary right of any third party within the United States. Except as otherwise provided, Contractor, at its own expense, will defend, indemnify and hold County harmless from any claim made or threatened or any suit or proceeding brought against County insofar as it is based on an allegation that the Software furnished by Contractor under this Agreement infringes any copyright or patent in existence on the date the Software was initially provided to County, but only if County does all of the following:
  - i. notifies Contractor of that action in writing within a reasonable period of time (such that Contractor suffers no prejudice to its rights);
  - ii. gives Contractor the right to control and direct the defense and settlement of that action;

- iii. makes no compromise, settlement, or admission of liability; and
  - iv. provides reasonable assistance and cooperates in the defense of that action at Contractor's reasonable expense.
- b. Subject to the limitations set forth in this Agreement, Contractor shall pay any resulting damages, costs and expenses finally awarded to a third party, including, but not limited to, reasonable legal fees, incurred as a result of the Software's infringement of a copyright or patent right. Contractor will have no responsibility for the settlement of any claim, suit, or proceeding made by County without Contractor's prior written approval.
- c. If the Software is held to infringe, and the use of the Software is enjoined, Contractor, at its expense, will do one of the following:
- i. procure for County the right to continue using the infringing or potentially infringing Software;
  - ii. replace the infringing or potentially infringing Software with non-infringing software; or
  - iii. modify the infringing or potentially infringing Software so that it becomes non-infringing.
  - iv. If none of the foregoing remedies are commercially feasible, Contractor will return to County the initial license fee actually paid by County to Contractor under this agreement, and upon such a return, any licenses granted to County for the Software shall terminate immediately.

**2.0 Artificial Intelligence Technology (AI Technology)** includes any machine learning, deep learning, or artificial intelligence ("AI") technologies, such as statistical learning algorithms, models (including large language models), neural networks, and other AI tools or methodologies, as well as all software implementations and related hardware or equipment capable of generating content (e.g., text, images, video, audio, or computer code) based on user-supplied prompts.

County Data includes all information, data, materials, text, prompts, images, or other content provided to the Contractor under this Agreement or any other agreements between the Contractor and the County.

**Responsibilities and Training:**

Contractor is responsible for all information in the machine learning model, intellectual property rights associated with the information, and software and coded instructions used to generate AI content. County is responsible for the accuracy, utility and formulation of prompts and other inputs used to access the AI services and for decisions made, advice given, actions taken, and failures to take action based on AI content generated from AI services, except for AI content that is generated from erroneous or non-existing information in Contractor's machine learning models or from malfunctioning AI service software.

Contractor shall not use, or permit any third party to use, County Data to train, validate, update, improve, or modify any AI Technology, whether for Contractor's benefit or that of a third party, without the County's prior written authorization, which the County may grant or withhold at its sole discretion.

**2.1 Notification of Data Security Incident**

For purposes of this section, "Data Security Incident" is defined as unauthorized access to the Contractor's business and/or business systems by a third party, which access could potentially expose County data or systems to unauthorized access, disclosure, or misuse. In the event of a Data Security Incident, Contractor must notify County **in writing as soon as possible and no later than 48 hours after Contractor determines a Data Security Incident has occurred**. Notice should be made to all parties referenced in the "Notices" section of the Agreement. Notice must reference this contract number. Notice under this section must include the date of incident, Contractor's systems and/or locations which were affected, and County services or data affected. The duty to notify under this section is broad, requiring disclosure whether

any impact to County data is known at the time, to enable County to take immediate protective actions of its data and cloud environments.

Failure to notify under this section is a material breach, and County may immediately terminate the Agreement for failure to comply.

## **2.2 Data Location**

**2.2.1** Contractor shall not store or transfer non-public County of Nevada data outside the United States. This prohibition includes backup data and Disaster Recovery locations. The Contractor will permit its personnel and contractors to access County of Nevada data remotely only as required to provide technical support. Remote access to data from outside the continental United States is prohibited unless expressly approved in advance and in writing by the County.

**2.2.2** The Contractor must notify the County **in writing within 48 hours** of any location changes to Contractor's data center(s) that will process or store County data. Notice should be made to all parties referenced in the "Notices" section of the Agreement.

## **2.3 Data Encryption**

2.3.1 The Contractor shall encrypt all non-public County data in transit regardless of the transit mechanism.

2.3.2 The Contractor shall encrypt all non-public County data at rest.

2.3.3 Encryption algorithms shall be AES-128 or better.

## **2.4 Cybersecurity Awareness and Training**

The County maintains a robust Cybersecurity Awareness and Training program intended to assist employees and contractors with maintaining current knowledge of changing cybersecurity threats and countermeasures. Any contractor that is assigned a County network account will be assigned User Awareness training and must complete it within the time period it is assigned. Training completion progress is monitored by sponsor departments and non-compliant users may have their account suspended or restricted.

The County conducts email Phish testing on a regular basis to expose account holders to the types of potential threats.

Contractor will maintain a Cybersecurity Awareness and Training program for training staff at a minimum of once a year. Contractor will maintain records of the program for review by the County when requested.

## **3.0 Insurance**

During the performance of this Agreement, Contractor shall maintain in full force and effect the following insurance coverages:

3.1 Commercial General Liability Insurance: (County Resolution No. 90674) Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- a. Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount of \$1,000,000.
- b. An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from Seller's product(s) and/or the services provided under this contract;
- c. A provision that said insurance shall be primary and other insurance maintained by the County shall be excess only and not contributing with Contractor's insurance; and
- d. A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium). Upon receipt of such notice, County will provide Contractor in

writing a notice that Contractor has until the effective date of termination, change in coverage protection, or reduction in coverage limits to secure new insurance coverage as required herein, and that Contractor's failure to do so will constitute default under the terms of this Agreement.

- 3.2 Data Processing Errors and Omissions Insurance: Contractor shall maintain either a professional liability or errors & omissions policy in an amount of no less than \$1,000,000, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.
- 3.3 Cyber Liability Insurance: Without limiting any of the obligations or liabilities of Contractor, Contractor shall carry and maintain, at its own expense including any applicable deductibles or retentions, as long as respective, applicable statute(s) of limitation or repose are in effect relating to the specific purposes of this Agreement, Cyber Liability insurance with limits of not less than \$ 2,000,000 for each occurrence and an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.
- 3.4 Automobile Liability Insurance: (County Resolution No. 90676) For each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:
- e. Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount of \$1,000,000.
  - f. An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided under this Agreement;
  - g. A provision that said insurance shall be primary and other insurance maintained by the Buyer shall be excess only and not contributing with Seller's insurance; and,
  - h. A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium). Upon receipt of such notice, County will provide Contractor in writing a notice that Contractor has until the effective date of termination, change in coverage protection, or reduction in coverage limits to secure new insurance coverage as required herein, and that Contractor's failure to do so will constitute default under the terms of this Agreement.
- 3.5 Worker's Compensation: (County Resolution No. 90674) Before commencing to utilize employees in providing Services under this Agreement, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor. CONTRACTOR shall maintain said policy or self insurance as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to the County.
- 3.6 Miscellaneous Insurance Provisions: (County Resolution No. 90675) All policies of insurance required by this Agreement shall remain in full force and effect throughout the life of this Agreement and shall be payable on a "per occurrence" basis unless the County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Agreement or any extensions hereof, then Contractor shall carry prior acts coverage.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Agreement. Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Agreement shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Agreement, or both.

## **7.0 Ownership of Data**

County is and shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion, except for computer software which shall be owned or licensed as provided in this Agreement. Contractor shall not release any materials under this section without prior written approval of County.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as provided in this Agreement or except as determined at the sole discretion of the County. County shall have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or part, any reports, data, documents or other similar materials prepared under this Agreement, except for the Software and other Intellectual Property, which shall be subject to the ownership and other restrictions set forth in this Agreement.

## **8.0 Assignment and Subcontracting**

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Agreement are personal to the County and Contractor. They may not be transferred, subcontracted, or assigned without the prior written consent of both parties.

Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee shall constitute a Material Breach of this Agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which COUNTY may elect to suspend payments hereunder, or terminate this Agreement, or both.

## **9.0 Confidentiality**

The parties hereto acknowledge that information obtained about the other party pursuant to this Agreement may include confidential and proprietary information (hereinafter the "Confidential Information"). Each party agrees not to use Confidential information except in accordance with the terms of this Agreement or any other agreements between the parties, and not to disclose Confidential Information to any third parties without the prior written consent of the other party, except as required by law. The parties agree that the Confidential Information does not include any information which, at the time of disclosure, is generally known by the public. County shall make no attempt to reverse compile, disassemble, or otherwise reverse engineer the Software or any portion thereof. These obligations of confidentiality shall survive termination of the License and this Agreement.

## **10.0 Warranty**

Contractor warrants the Software to operate in all material respects as specified in the Contractor-provided documentation. If Contractor makes or has made claims in response to specifications listed in a County solicitation, then the Contractor warrants the Software to operate in all material respects as claimed in response to the solicitation. Contractor warrants that the Software does not contain any disabling devices that would allow Contractor to terminate operation of the Software. Contractor further warrants that, to the best of its knowledge, the Software does not contain any malicious code or components such as viruses, malware or spyware. Contractor warrants as follows for all customization made by Contractor for the County: (1) All Customizations will continue to be supported by Contractor under its maintenance agreement as defined in Schedule C; (2) All Customizations will be preserved and will remain functional in any future software versions, revisions, or updates provided by Contractor; (3) All future software versions, revision, or updates provided by Contractor will not cause the County to incur any additional cost as a result of the Customizations. These provisions shall apply for as long as the County is covered by the Contractor's maintenance agreement.

**THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OF CONDITIONS, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM THE COURSE OF DEALING OR USAGE OF TRADE. CONTRACTOR DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE WILL**

**OPERATE ERROR-FREE OR UNINTERRUPTED AND THAT ALL PROGRAM ERRORS IN THE SOFTWARE CAN BE FOUND IN ORDER TO BE CORRECTED. NOR DOES CONTRACTOR MAKE ANY WARRANTIES REGARDING THE ACCURACY, RELIABILITY OR CURRENCY OF ANY INFORMATION CONTENT.**

**CONTRACTOR'S LIABILITY AND RESPONSIBILITY FOR ANY AND ALL CLAIMS, DAMAGES OR LOSSES ARISING FROM USE OF THE SOFTWARE BY COUNTY SHALL BE ABSOLUTELY LIMITED TO THE INSURANCE OCCURRENCE LIMIT OF \$1 MILLION. THIS LIMITATION OF CONTRACTOR'S LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE. THE STATED EXPRESS WARRANTIES ARE IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON THE PART OF CONTRACTOR ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, AND/OR PERFORMANCE OF THE SOFTWARE.**

Unless otherwise stated in the applicable Schedule, Contractor shall not be liable for, and County hereby assumes the risk of and shall indemnify and hold harmless Contractor against, any claim, injury, loss, damage, or expense (including attorneys' fees), either direct or indirect, incurred, made, or suffered by County in connection with or in any way arising out of the furnishing, performance, or use of services provided by any third party contracted by County to perform services in connection with the Software.

**11.0 Nondiscrimination and Compliance with Laws**

In providing Services hereunder, Contractor agrees to comply with all applicable laws and regulations, including but not limited to those relating to nondiscrimination and civil rights. Contractor agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes and unemployment compensation and workers' compensation premiums. Contractor shall have and keep current at all times during the term of this contract all licenses and permits required by law.

**12.0 Prior Nevada County Employment (County Resolution No. 03-353)**

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contact with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by COUNTY, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

**13.0 Intellectual Property**

County acknowledges that Contractor owns all right, title and interest in and to the Software, the Documentation, and other information relating thereto, including all patents, trademarks, copyrights, trade secrets and other Intellectual Property rights. No rights, other than those granted pursuant to the License, are transferred to County.

**14.0 Conflict of Interest**

Contractor covenants that Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor. This covenant shall not prohibit Contractor from offering the same or similar Software and Services to other entities.

**15.0 Responsibilities of County**

County shall provide all information reasonably necessary to Contractor in performing the Services provided herein.

Contractor shall not be responsible for any delays caused by County's failure to provide information or failure to perform obligations.

## **16.0 Technology Life Expectancy**

County understands, acknowledges, and agrees that the technology upon which the Hardware, Software, and Third-Party Software is based changes rapidly. County further acknowledges that Contractor will continue to improve the functionality and features of the Software to improve legal compliance, accuracy, functionality, and usability. As a result, Contractor does not represent or warrant that the Hardware, Software, and/or Third-Party Software provided to County under this Agreement or that the Computer System recommended by Contractor will function for an indefinite period of time. Rather, Contractor and County may, from time to time, analyze the functionality of the Hardware, Software, Third-Party Software, and Computer System in response to changes to determine whether upgrades are advised. Contractor shall, for the duration of the maintenance period covered by this Agreement, and at no additional cost to County, maintain the Software to be compatible with Microsoft-supported operating systems and databases. County upgrades may include, without limitation, the installation of a new Release, additional disk storage and memory, and workstation and/or server upgrades. County upgrades may also include the installation and/or removal of Third-Party Software. County is solely responsible for all costs associated with such future resources and upgrades,

## **17.0 Term and Termination**

17.1 The Term of this Agreement shall commence upon execution by both parties (hereinafter the "Effective Date") and shall continue until all Tasks and Deliverables have been completed by Contractor and Accepted by County unless terminated earlier in accordance with this section. The Terms of the Software Maintenance Agreement and Software Escrow shall be as described in the respective Schedules, as applicable and defined below in section 17.2.

### **17.2 Termination by County**

- a. County may, by written notice to Contractor, terminate this Agreement in whole or in part at any time, whether for County's convenience or because of the failure of Contractor to fulfill the obligations hereunder. Upon receipt of such notice, Contractor shall discontinue all services affected (unless the notice directs that the Disentanglement provision herein shall be invoked), and shall deliver to County all data, estimates, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by Contractor in performing services under this Agreement, whether completed or in process.
- b. For Convenience: County may, by written notice stating the extent and effective date, terminate this Agreement in whole or in part at any time, provided that County gives Contractor at least thirty (30) days' prior written notice. Upon receipt of such notice, Contractor shall notify County as to the status of its performance and shall cease work as of the effective date of termination. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for services performed to the date of termination, to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Contractor shall furnish to County such information as is necessary to determine the mutually agreeable reasonable value of the services rendered by Contractor. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.
- c. For Cause: Should Contractor default in the performance of this Agreement or materially breach any of its provisions, the County may elect to immediately suspend payments or terminate the contract, or both, without notice. County shall pay Contractor for all services performed and work successfully rendered through the effective date of termination.

### **17.3 Termination by Contractor**

- a. For Nonpayment: Should County fail to pay Contractor all or any part of the payment set forth in Schedule E, Contractor may, at Contractor's option, terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.
- b. For Cause: Should County default in the performance of this Agreement or materially breach any of its

provisions, Contractor, at Contractor's sole option, may terminate this Agreement upon thirty (30) days written notice.

#### 17.4 Disentanglement

If directed by County, Contractor shall cooperate with County and County's other vendors and contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County to accomplish a complete transition of the services as set forth in this Agreement being terminated to County or to any replacement provider designated by County, without any interruption or adverse impact on those services or any other services provided by third parties. Contractor shall fully cooperate with County and any new service provider and otherwise promptly take all steps, including but not limited to providing to County or any new service provider all requested information or documentation required to assist County in effecting a complete transition to the new service provider. Contractor shall provide all information or documentation regarding the services to be transitioned, including but not limited to data conversion tables, client files, interface specifications, and training materials. Contractor shall provide for the prompt and orderly conclusion of all work required under the Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to County or the County's designee. All Contractor work done as part of the Disentanglement shall be performed by Contractor and will be reimbursed by the County at no more than Contractor's costs, up to the total amount of this Agreement. Contractor shall not receive any additional or different compensation for the work otherwise required by the Agreement. Contractor's obligation to provide the Services shall not cease until the earlier of the following: a) the Disentanglement is completed to the County's reasonable satisfaction, or b) twelve (12) months after the expiration of the then-current Term of the Agreement.

#### 17.5 Return, Transfer and Removal of Data and other Assets

- a. Upon termination of this Agreement, Contractor shall return to County all County-furnished assets in Contractor's possession.
- b. Upon termination of this Agreement, Contractor shall ensure that any and all of County's data maintained by Contractor is extracted in a commercially recognized format acceptable to County prior to the termination date or the completion of the Disentanglement period, whichever is later, and that said data is securely transmitted or delivered to County or County's designee.

#### 17.6 Source Code Escrow. – Not applicable

17.7 Renegotiation Option: In view of the fact that it is unknown how long the products and services will be employed by County and that County will require ongoing maintenance and support of the products for as long as the system is operational, therefore after completion of the initial term of the contract including any extensions and renewals, County and Contractor may renegotiate the contract upon mutual agreement of the parties parties in alignment with the Cost Price Index (CPI) for software services and maintenance or 3% whichever is less..

17.8 Effect of Termination: Contractor shall cooperate with County to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County to ensure that any and all of County's data maintained in the software licensed to the County by Contractor is extracted in a commercially recognized format acceptable to County prior to the termination date, and that said data is securely transmitted to County. The termination of this Agreement shall not affect the County's rights to the Software pursuant to Schedule B (License Agreement) provided that County has paid all Software license fees set forth in the Schedule E and County is not in breach of any provision of this Agreement or the Schedules. If County terminates this Agreement prior to the payment of all Software license fees, or if County is in breach of this Agreement, County shall immediately cease using the Software and shall either destroy or return the original and all copies, in whole or in part, in any form, of the Software and related materials. County shall certify such action in writing to County within one (1) month after the termination date. Obligations and rights in connection with this Agreement which by their nature would continue beyond the termination of this Agreement, including without limitation, Section 11 of this Schedule A, shall survive termination of this Agreement.

## **18.0 Informal Dispute Resolution**

If a dispute, controversy, or claim arises between the parties relating to this Agreement, the parties shall promptly notify one another of the dispute in writing. Each party shall promptly designate a representative to resolve the dispute. The representatives shall meet within ten (10) days following the first receipt by a party of such written notice and shall attempt to resolve the dispute within fifteen (15) days.

## **19.0 Compliance with Public Records Law**

All information County receives from Contractor, whether received in connection with Contractor's proposal or in connection with any services performed by Contractor, will be disclosed upon receipt of a request for disclosure pursuant to the California Public Records Act; provided, however, that if any information is set apart and clearly marked "Confidential Information" pursuant to Section 9, above, when it is provided to County, County shall give notice of Contractor of any request for disclosure of such information. Contractor shall then have five (5) days from the date it receives such notice to enter into an agreement with the County, satisfactory to the County Counsel, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by County in any legal action to compel the disclosure of such information under the California Public Records Act. Contractor shall have sole responsibility for defense of the actual "Confidential" designation of such information.

Contractor and County understand and agree that any failure by Contractor to respond to the notice provided by County and/or to enter into an agreement with County, in accordance with the provisions above, shall constitute a complete waiver by Contractor of any rights regarding the information designated "Confidential" by Contractor, and County shall disclose such information pursuant to applicable procedures required by the Public Records Act.

## **20.0 Books of Record and Audit Provision**

Contractor shall maintain complete records relating to this Agreement for a period of five (5) years from the completion of Services hereunder. Said records shall be maintained in sufficient detail to establish the accuracy of charges for services provided and corresponding calculations of any sales tax payable.

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by County, upon fifteen (15) days notice. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the total Contract amount.

## **21.0 Taxes**

With the exception of sales or use taxes which may be levied by the State of California for software or related materials, County shall not be responsible for paying any taxes on Contractor's behalf, and should County be required to do so by state, federal, or local taxing agencies, Contractor agrees to promptly reimburse County for the full value of such paid taxes plus interest and penalty, if any. Similarly, Contractor shall not be responsible for paying any taxes on County's behalf, and should Contractor be required to do so by state, federal, or local taxing agencies, County agrees to promptly reimburse Contractor for the full value of such paid taxes plus interest and penalty, if any (The fees set forth in Schedule E do not include any amounts for sales taxes, as it is anticipated that all software and related materials will be provided by Contractor by electronic delivery.)

## **22.0 Jurisdiction and Venue**

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

## **23.0 Compliance with Applicable Laws**

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.

## **24.0 Authority**

All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied

with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Contractor is obligated, which breach would have a material effect hereon.

#### **25.0 Expert Witness**

If requested by County, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Agreement.

#### **26.0 Section Headings**

The headings of the several sections of this Schedule A and other Sections which comprise this Agreement, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

#### **27.0 Severability**

If any one or more of the provisions of this Agreement shall for any reason be held to be invalid or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

#### **28.0 Amendment and Waivers**

Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the Party to be bound thereby. The waiver by a Party of any breach hereof or default hereunder shall not be deemed to constitute a waiver of any other breach or default. The failure of any Party to enforce any provision hereof shall not be construed as or constitute a waiver of the right of such Party thereafter to enforce such provision.

#### **29.0 Force Majeure**

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile action, or catastrophic natural event. Should there be such an occurrence that impacts the ability of either party to perform their responsibilities under this Agreement, the nonperforming party shall give immediate written notice to the other party to explain the cause and probable duration of any such nonperformance.

#### **30.0 Publicity**

County authorizes Contractor to use County's name in its list of customers. The parties agree that either party or both may issue a mutually acceptable news release regarding County's use of the applicable Software and Support Services. Each party's approval of such news release will not be unreasonably withheld or delayed. Once a press release has been issued, Contractor may publicly refer to County (by name only) as being a customer of Contractor, and only in relation to this Agreement except as otherwise authorized by County.

## **SCHEDULE B—SOFTWARE LICENSE AGREEMENT**

### **1.0 Agreement to License**

This Agreement provides for the license of Software by Contractor as Licensor to County as Licensee, in accordance with the terms and conditions of this Agreement. Contractor shall license to County and County shall license from Contractor, the Software as described in Schedule E: Schedule of Charges and Payments.

#### **Grant of License**

Unless this Agreement is terminated in accordance with the provisions of Schedule A: General Terms and Conditions, Contractor grants to County a, nontransferable (except as otherwise provided in Section 8 of Schedule A, "Assignment and Subcontracting"), revocable and nonexclusive subscription license for use of the Software (machine readable version) and Documentation therefor in accordance with the terms and conditions of this Agreement. Such use shall be limited to County only. Title to the Software remains in Contractor, which shall be the sole and exclusive owner of all rights to Patents, Copyrights, Trademarks, Trade Secrets, and all other Intellectual Property rights in the Software and in all Customizations, Derivatives and Enhancements thereto. Any data supplied by the County shall remain the property of the County.

#### **Right to New Versions**

If Contractor creates a new Version of the Software, Contractor will provide that new Version to County at no additional charge so long as the County is current with payments to Contractor for the Annual Software Subscription Fee. The delivery of each Version and Release will include Installation, any necessary data conversions, and Release documentation that will include Release/Version notes, and any updated Training materials prepared by Contractor. Notwithstanding anything in the foregoing to the contrary, the County shall, at its own expense, be responsible for the User Training with respect to each Version and Release. For clarity, new Versions will maintain the functionality of Customizations, Enhancements and Interfaces performed by Contractor and provided for under this Agreement or any Change Order. County understands implementation of a new Version may require County to upgrade its Computer Systems.

### **2.0 Third Party Software and Technologies**

County shall execute all documents reasonably requested by Contractor and will abide by all reasonable requirements with respect to Third Party Software licensed or sublicensed by Contractor to County hereunder, or necessary to the performance of the Software hereunder in accordance with the Specifications, and County agrees to maintain in effect all required licenses and approvals of all applicable third persons.

Any third party technologies required to properly execute the Software may change over time. Additional network, communications or computer resources may be required to enable County to install and use enhancements, promotions or new Versions of the Software. Contractor will provide County a minimum of 180 days notice of additional third party software products that may be required, and provide information to allow County to evaluate the impact of the enhancement, promotion or new Version on network performance and to plan for network upgrades.

### **3.0 Acceptance Testing**

During the Test Period, County may test the Software to verify that it conforms in all material respects to the Documentation. If the Software does not so conform, County shall promptly notify Contractor in writing, and Contractor shall work diligently to correct all priority 1 nonconformities at no additional charge to County.

#### **4.0 Rights of County as Licensee**

- 4.1 If the Software is licensed on a Seat basis, County may use and execute the Software only on the licensed number of Seats designated on Schedule E: Schedule of Charges and Payments. Unless otherwise provided on Schedule E, County must purchase a license for each Seat that has access to the Software.
- 4.2 If the Software is licensed on a Site basis, County may use and execute the Software only in connection with the operations of the Site(s). Unless otherwise provided in Schedule E, County must purchase a license for each site for which the Software is used.
- 4.3 County shall not make copies of the Software for backup and archival purposes.
- 4.4 County may make copies of the Documentation for County's internal use only, provided that Contractor's copyright and other proprietary legends are reproduced on each copy.
- 4.5 County may permit access to the Software to third parties for the purpose of loading data and/or generating reports, subject to execution by said parties of a non-disclosure agreement to be provided by Contractor.

#### **5.0 Restrictions**

In addition to other restrictions set forth in this Agreement, County may not:

- 5.1 Use, copy, modify or distribute the Software (electronically or otherwise) or any copy, adaptation, transcription, or merged portion thereof except as expressly authorized under this Agreement;
- 5.2 Use the Software for any purpose for the benefit of any third party (including any body of government other than the entity that executes this Agreement) in a commercial, retail, service bureau, or similar enterprise;
- 5.3 Without prior written approval of Contractor, modify or manipulate the data in the Software's database, except by means provided in the Software;
- 5.4 Without prior written approval of Contractor, modify, extend, or add tables, including, without limitation, the structure and sequence of any database or database files that are used by the Software, including those created by or for County under this Agreement; or
- 5.5 Intentionally remove the labels or any proprietary legends from the Software or its Documentation.

#### **6.0 Tools and Customizations**

County shall not have any right to independently make changes to the underlying code of the Software. County may develop, and shall retain ownership of, hooks, interfaces, or similar tools for use with the Software, provided that the hook, interface or tool does not use any part of the Software or require any modification or alteration of the underlying code of the Software. Contractor shall own all right, title, and interest (including all associated intellectual property rights) in and to any Customizations to the Software.

##### **Documentation**

Contractor will provide Documentation of the process and procedures for use of the Software, including all screens. Documentation will be embedded in the Software and accessible to End Users through a "Help" icon or menu.

##### **Data Dictionary**

Contractor shall provide a human-understandable data dictionary for the Database Software such that County staff may understand what, where and how data is stored in the Database and how the data elements relate to one another.

##### **Right to Audit**

Contractor shall have the right, up to two (2) times per calendar year and within ten (10) days of Contractor's written request, during normal business hours and at times mutually agreed upon by the parties, to audit County's use of the Software to monitor compliance with this Agreement. If an audit reveals that County has exceeded the restrictions on use, County shall be responsible for the prompt payment to Contractor of any underpayment of license fees.

## **Appendix B-1 System Feature List**

### **Equipment installed on 12 Fixed Route Vehicles to perform CAD/AVL functionalities, including:**

- CAD - Web based Computer Aided Dispatch software application
  - Includes initial configuration for Hawai'i County Transit routes, stops
  - Initial Schedule and Runcut is included
- AVL-Equipment based on GMV-HUB plus driver MDT
  - Expected service life for the life of the vehicle
  - Software package included to generate analytic and administrative control reports
  - Provided and installed by Company, in accordance with the SAEJ1708/J1587 vehicle integration standard and interface requirements, with the assurance that the products, as installed, will function properly as intended.
  - Integration with pre-existent Cradlepoint routers
  - Digital Vehicle Inspection with customer provided Tablets
- Real Time Passenger Information
  - GTFS & GTFS-RT
  - Passenger app
  - SMS and IVR telephone capabilities

Additional information is provided in Contractor's Technical Proposal, attached hereto as Appendix C-1, Attachment F.

## **SCHEDULE C—SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT**

### **1.0 Scope of Agreement**

- 1.1 This Schedule C covers the maintenance of Software licensed or delivered by Contractor for the benefit of the County pursuant to that certain concurrently effective Software License Agreement (Schedule B) between the parties, as listed on Schedule E: Schedule of Charges and Payments. This Agreement provides maintenance services only with respect to Software, including third party software, supplied by Contractor to County pursuant to the terms of the Software License Agreement. This Agreement does not provide for maintenance services for any third party software not provided by Contractor to County or for any hardware.
- 1.2 Contractor's obligation to provide Support Services shall extend to the current Release and prior Versions whose Release number begins with the same number or immediately preceding number as the current Release. For example, if the current Release is 4.5, Contractor will support only those Versions between 3.x and 4.5. If County desires support for earlier Versions of the Software, such support may be treated by Contractor as additional consulting services for which County will be billed at Contractor's then-current time-and-materials rates. County understands that its implementation of a new Version may require County to upgrade its Computer System.

### **2.0 Term of Agreement**

- 2.1 The initial term ("Initial Term") of this Agreement shall begin on the effective date of this Agreement and, unless sooner terminated or extended in accordance with the terms hereof, shall continue in effective for sixty months following the System Cutover. Unless sooner terminated or extended in accordance with the terms hereof, the term of this Agreement shall remain in effect for a period ending on the date immediately prior to the fifth (5th) annual anniversary date of the Maintenance Agreement Effective Date.
- 2.2 Upon expiration of the Initial Term, subject to the same fees paid by Contractor during the prior term unless adjusted in accordance with Section 8 below, the Agreement will automatically renew for a successive period of one (1) year ("First Renewal Term"), as set forth above, unless County gives Contractor written notice at least ninety (90) days prior to the expiration date of the Initial Term that the Agreement will not be renewed beyond the Initial Term. Thereafter, the Agreement will automatically renew for successive periods of one (1) year ("Subsequent Term(s)") unless either party gives the other party written notice at least ninety (90) days prior to the expiration of the then current Subsequent Term that such term will not be renewed. The Initial Term, First Renewal Term and the Subsequent Terms are herein collectively referred to as "Term".

### **3.0 Software Support and Maintenance Fees**

Software Support and maintenance fees shall be as detailed in Schedule E, Schedule of Charges and Payments.

### **4.0 Hosting Services**

Contractor shall arrange hosting of the Software on behalf of the County at a data storage center within the United States (excluding the U.S. territories). For the Term of this Agreement and any extensions or renewals hereto, County will have the ability to access and use the Software on the hosted servers provided by the Hosting Vendor selected by the Contractor subject to the limitations and rights set forth in this Agreement and in the Hosting Services Agreement. Contractor shall notify County of any change in Hosting Vendor within thirty (30) days following such change. Contractor will make commercially reasonable efforts to choose a new hosting provider that conforms to the specifications as set forth in Appendix C-1. Should Hosting Vendor not be approved by County, Contractor agrees that County will be offered the option of purchasing servers and maintaining the system by County, or selecting a new Hosting Vendor that is acceptable to both Contractor and County. If County decides to move to their own hosting provider or on premise there is the potential for lost functionality and the County will be responsible for all of the cost related to the move. Availability of access, data security, remedies related to the same and other similar matters will be governed by an agreement the Contractor has executed with the Hosting Vendor. County shall be solely responsible for accessibility as it relates to the Computer Systems, local connectivity to the internet, and other County network functionality.

Desirable, and should be requested: The hosting facility shall be in compliance with ISO 27031 Guidelines for Information and Communication Technology Readiness for Business Continuity.

**5.0 Data Backup, Retention and Disposal.** Contractor shall be responsible for creating and maintaining timely, accurate and readable electronic back-ups of all data, program and system files. Periodically, in accordance with information technology best practices, Contractor shall restore such backups to a test server to validate that the data backups are recoverable without lost or corrupted data.

Using appropriate and reliable storage media, Contractor will back up County data daily and retain such backup copies for a minimum of thirty-six months, or as consistent with requirements in federal, state and local law. At the end of that time period and at County's election, Contractor will direct the Hosting Vendor to destroy or overwrite the backup copies. Upon County's request, Contractor will supply County with a certificate indicating the nature of the storage media destroyed, the date the backups were destroyed or overwritten, and the method of destruction used. In addition, Contractor will provide certification of Department of Defense (DOD) 5220.22-M (or current) standard wipe of any hard drive media storage device removed from Contractor's production systems.

**6.0 Disaster Recovery**

The Contractor will maintain a Disaster Recovery Plan with respect to the services provided to the County. For purposes of this Agreement, a "Disaster" shall mean any unplanned interruption of the operation of or inaccessibility to the Contractor's service in which the Contractor, using reasonable judgment, requires relocation of processing to a recovery location. The Contractor shall notify the County as soon as possible after the Contractor deems a service outage to be a Disaster. The Contractor shall move the processing of the County's services to a recovery location as expeditiously as possible and shall coordinate the cut-over. During a disaster, optional or on-request services shall be provided by the Contractor only to the extent adequate capacity exists at the recovery location and only after stabilizing the provision of base services.

**7.0 Administrative Functions Performed by Contractor.** Contractor shall provide certain limited administrative services regarding the maintenance of the Software including, (i) setting permissions, (ii) adding, modifying or deleting attributes, events, statutes, program and case types and lookup items, (iii) adding and deleting case types, and (iv) creating and modifying workflows, (v) adding and modifying assessments and related scoring. If any change requested by the County for the administration of the Software require changes to reports, interfaces, workflows, creation of an event(s) or similar, the change order process outlined in Schedule C will be used to describe the work to be performed and any costs to be borne by County.

**8.0 Confidentiality of County Information.**

8.1 Any information obtained by Contractor or a subcontractor, such as Hosting Vendor, that is considered confidential by federal or state law, shall remain confidential and not disclosed unless court ordered to do so. The System must employ industry standard protections to prevent unauthorized access of confidential data. Any unauthorized access to data that will violate this confidentiality statement shall promptly be reported to the County.

8.2 Contractor shall not use County's library patron details such as names, addresses, etc., for any purpose other than providing requested services to the County and shall not transmit County data to any third party, except as requested by the County.

8.3 Contractor shall report to County within twenty four (24) hours any violations of these provisions with regard to confidentiality of data, or any data security incidents that may result in the unauthorized disclosure of County information. Data security incident means any actual or reasonably suspected: (a) unauthorized use of, or unauthorized access to, Contractor systems; (b) inability to access County information or Vendor systems due to a malicious use, attack or exploit of such information or systems; (c) unauthorized access to, theft of or loss of County information; (d) unauthorized use of County information for purposes of actual or reasonably suspected theft, fraud or identify theft; (e) unauthorized disclosure of County information; or (f) breach of, or transmission of malicious code to County's Computer Systems arising from, in whole or part, an act, error, or omission by Contractor.

8.4 Contractor shall conduct an internal data security risk assessment and implement reasonable administrative, technical, and physical safeguards designed to protect County information from unauthorized disclosure. Contractor shall update the risk assessment and related safeguards at least annually. Upon request by the County, Contractor agrees to provide documentation sufficient to demonstrate Contractor's compliance with the terms of this paragraph.

**9.0 Covered Maintenance**

Contractor will provide to County: (a) all services required to ensure that the Software operates in conformity with all Specifications; and (b) all Enhancements developed by Contractor for the Software and related Documentation during the Term of this Agreement. Covered Maintenance Services do not include the costs of accessories and expendable supplies necessary to operate the Software, such as magnetic tape cards, optical disks, disk packs, paper, and similar items, and such items are not provided free of charge by Contractor hereunder.

## **10.0 County Obligations**

- 10.1 County may designate up to five (5) persons by whom requests by County for Support Services may be made ("Support Team"). Contractor shall not be required to accept calls or requests from anyone other than a designated contact person. County may change its designated contact person, or request that additional people be made contact persons, at any time upon notice to Contractor.
- 10.2 County shall implement and follow the reasonable written instructions of Contractor regarding operation of the Software.
- 10.3 County shall maintain a Computer System that complies with the Specifications described in Appendix D-1. The Computer System shall be housed with site conditions that conform to common industry standards for all computer systems and/or media devices. County shall, at its own expense, install and periodically update a computer virus program to protect its Computer System from computer viruses that may, from time to time, be transmitted or downloaded. Contractor expressly disclaims any liability for loss or damage caused by any computer virus on County's Computer System, except those which may prove to be attributed to Contractor's software or activities.
- 10.4 County shall, at its own expense, protect the security of its Computer System and adopt policies and practices needed to prohibit unauthorized access to the Computer System. Contractor shall not be responsible for any security breach of County's Computer System and expressly disclaims any liability for loss or damage caused by the unauthorized access to County's Computer System other than that which is caused by an employee of Contractor. Contractor shall ensure that the Hosting Services Agreement includes provisions ensuring security of the Software and Data.
- 10.5 Software Administration. County, as a general matter, shall perform all tasks associated with the administration of the Software, other than those that are assigned to Contractor, including without limitation, adding, modifying, removing and otherwise maintaining users, templates, lookups, and logons and passwords,
- 10.6 Communications Equipment. County shall, at its sole expense, install and maintain communications equipment that will permit County to have high speed internet access to the Software. County acknowledges that maintenance of the appropriate communications equipment is a condition precedent to Contractor's provision of use for the Software.

## **11.0 Compliance Updates**

Where applicable, Contractor shall exercise due diligence in accordance with the highest professional standards and provide County, in a timely manner, with Compliance Updates. Contractor agrees to monitor changes in the applicable California laws and regulations to help the County maintain the system compliance. The County agrees to promptly notify Contractor when it becomes aware of any applicable change in the laws or regulations which the Software is designed to support. Contractor will provide up to 1000 hours of technical effort per calendar year in furtherance of legislative compliance updates. Any hours over 1000 that are required to meet a compliance update effort by Contractor shall be spread on an equitable basis across Contractor's affected client base on a time and materials basis.

## **12.0 Service Level Agreement**

- 12.1 Contractor will maintain a website accessible by County, which contains information concerning the Software and Support Services.
- 12.2 Contractor will respond to County requests for software support services regarding the licensed software in accordance with the procedures identified below. In each case, County may describe and submit notice of the support need by telephone, facsimile or electronic mail.

- 12.3 All Contractor staff assigned to provide services to County will be appropriately qualified by education, training and experience to deliver those services, and will be familiar with the functional capabilities of the Software.
- 12.4 Telephone Support includes: (i) remote diagnostics; (ii) service desk and dispatch; (iii) question and answer consulting; and, (iv) non-chargeable user error remedies. Contractor shall provide a toll-free maintenance telephone number. Remote diagnostics equipment is required at County's location for remote support, which equipment is to be obtained by County at its sole expense.
- 12.5 Contractor shall provide County with telephone support services for Software from 8:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday, excluding County-recognized holidays.
- 12.6 Response Policy. Contractor shall respond to any Errors reported by County based on the priority code assigned to each such Error. County shall identify the priority code when it initially reports the Error to Contractor. Contractor may, in its reasonable discretion, re-classify the Error after its initial investigation. In the event Contractor does not meet the service level response for the Error as described in the table below, the County may request to escalate the Error to a higher priority code, which request the Contractor shall not unreasonably deny.  
  
<Insert table illustrating negotiated SLA, with definitions and response standards for each priority code.>
- 12.7 Remedies: In the event Contractor fails to meet the service level standards described herein, County may, without penalty, withhold payment for maintenance and support fees until said standards are met.

### **13.0 Right to Modify or Cancel Support**

- 13.1 County may choose to cancel software maintenance and support at the next renewal date upon thirty (30) calendar days notice to Contractor.
- 13.2 County may delete a subset of licenses that are no longer in use from software maintenance and support at the agreement next renewal date upon thirty (30) days notice to Contractor.
- 13.3 County may resume software maintenance and support for lapsed periods by paying Contractor an amount no greater than the support fee that would have been due if maintenance and support had been continued over the lapsed period. Upon payment of such fees for lapsed periods, Contractor agrees to provide County with right to any software upgrades released during that period.
- 13.4 The parties agree that County may request additional services not covered under this Agreement by delivering to Contractor a Change Order request. Services to be provided pursuant to a Change Order may include, without limitation, services related to: (a) additional Training; (b) programming, configuration and data migration or repair; (c) research, development and business analysis related to the estimates and bidding for Customizations and Enhancements. Contractor shall provide County with a written response to the Change Order request which describes in general the work requested, an estimate of the time required to perform such services, and a schedule of the fees related thereto. For clarity, the scope and nature of a requested Change Order may require the development of specific requirements and an analysis of the impact on the Software and reports in order to provide detailed estimate for the requested work. The County understands and acknowledges that Contractor shall not undertake detailed specification development or estimate preparation until a signed Change Order authorizing such work is signed by County. The County shall be charged at the rates set forth in Schedule E for the development of requirements by Contractor. All work detailed in a Change Order will be performed on a time and materials basis at the rates set forth in Schedule E, unless specified otherwise in the Change Order. Any impact on the Software License Fee will also be reflected in the Change Order.

**Appendix C-1  
Contractor Services Agreement**

FIXED PRICE PRODUCT & SERVICES MAINTENANCE SUPPORT AGREEMENT

This Fixed Price Product & Services Maintenance Support Agreement (the "Agreement") is made as of this \_\_\_\_\_ day of July, 2026 (the "Effective Date") by and between GMV SYNCROMATICS CORP., a California corporation (the "Contractor") and County of Nevada, a political subdivision of the State of California ("County", "Agency" or "Recipient"). Each of Contractor and Agency are considered a "Party" and together, the "Parties."

R E C I T A L S

WHEREAS, Contractor has created and sells Intelligent Transportation Systems, vehicle tracking products and other related products and services; and

WHEREAS, Agency wishes to purchase products and services from Contractor as described below and in the proposal (the "Proposal") attached hereto as Attachment F.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

A G R E E M E N T

1. Scope: Products and Services. Contractor shall provide Agency with the products (the "Products") and services (the "Services") comprising the Intelligent Transportation System ("ITS") as provided in this Agreement and the Proposal (the "Project"). The Products shall not include any Third Party Products (as defined below). Any additional Products and/or Services requested or optioned by Agency shall be made pursuant to an additional order signed by both Parties.
2. Price, Payment, and Taxes.
  - 2.1. Price. The acquisition cost for the Project under this Fixed Price Product & Services Maintenance Support Agreement for the Initial Term (as defined below) shall be for Two Hundred Five Thousand and Nine Hundred Ninety-Six dollars (\$205,996). Any additional Products and/or Services requested or optioned by Agency, annual service fees, each Term Extension (as defined below) optioned by Agency, and each extended warranty optioned by Agency shall be subject to Agency's payment of additional fees in accordance with the Proposal or as otherwise mutually agreed upon by the Parties in writing.
  - 2.2. Payment. All fees owed to Contractor shall be paid pursuant to the payment and deliverables schedule attached hereto as Attachment B ("Contract Milestones") or, if not specified therein, upon mutual written agreement of the Parties. All fees shall be payable by Agency within thirty (30) days of Agency's receipt of Contractor's invoice.
  - 2.3. Taxes. The fees due hereunder exclude all state and local sales, service, use, and similar taxes (collectively, "Taxes"), except to the extent any such taxes are specifically set forth in the Proposal and/or Contract Milestones. All Taxes are the sole responsibility of Agency. Any taxes set forth in the Proposal and/or Contract Milestones are based on the tax rate in effect at the time of execution of this Agreement and any changes in the rate that occur during the Term of this Agreement shall result in an increase or decrease in the amount of Tax charged, as applicable.
3. Deployment, Operations, and Acceptance. Contractor shall install and configure the Products and Services as set forth in the Proposal, as may be modified by mutual written agreement of the Parties.
  - 3.1. Contractor shall work with Agency to finalize a plan and schedule for the installation, configuration, training and testing of the Project. Agency shall appoint a person to be the designated point of contact (the "POC") between Contractor's Project Manager (the "PM") and Agency relating to all decision-making, operational requests for support and approval of elements of the Project as deployment proceeds.

- 3.2. The POC and PM shall work together to determine the method of delivery of the Products and the Services, and assign responsibilities as between Agency and Contractor. The POC's support during the deployment is especially important to enable the PM to deliver a functional system pursuant to the Proposal. To assist Agency in understanding the support needed from the POC and Agency, additional terms for the Project are included in Attachment C attached hereto.
- 3.3. Upon fulfillment of each milestone as described in Attachment B (each, a "Milestone Completion"), Contractor shall provide written notice to Agency that the specific contract milestone has been fulfilled. Thereafter, Agency shall have a period not to exceed five (5) days (the "Milestone Acceptance Period") during which to review and/or conduct additional inspection, at the end of which time or earlier, Agency shall issue a written Milestone Acceptance notification to Contractor or dispute Milestone Completion with specific reason(s) for dispute, in writing. Should Agency not issue a Milestone Acceptance notification or dispute Milestone Completion in the manner described above, the Milestone Acceptance notification shall automatically be deemed to be issued the day after the date on which the applicable Milestone Acceptance Period concludes.
- 3.4. Deployment Completion.
- (i) Upon written notice from Contractor to Agency that Contractor has completed delivery of the base system (the "Notice of Completion"), Agency shall have a period not to exceed fifteen (15) days (the "Deployment Acceptance Period") during which to conduct testing and validation of the base system as a whole, at the end of which time or earlier, Agency shall issue a written Deployment Acceptance notification. The Deployment Acceptance Checklist ("Checklist") of agreed upon deliverables and system functionality are included in Attachment D attached hereto.
  - (ii) Should Agency identify during the Deployment Acceptance Period any portion of the base system that does not perform as stipulated in the Checklist, it shall provide written notice to Contractor (each, a "Correction Notice") identifying in reasonable detail the deficiencies of such item(s) and shall allow Contractor sufficient time to correct same. Should fifteen (15) days elapse from the date of Notice of Completion yet there remain outstanding issues identified in a Correction Notice, the Deployment Acceptance Period shall be extended to the date that is fifteen (15) days after Contractor initially provides notice to Agency of the corrections being completed. Thereafter, the Parties shall repeat the process set forth in Section 4.4(i) and this Section 4.4(ii) until the Deployment Acceptance notification is issued; provided, however, that if Agency reasonably rejects one or more item(s) comprising the base system on at least two (2) occasions, the deliverable will be deemed rejected (a "Rejected Deliverable") and the Parties will reasonably agree upon a credit to be provided Agency for such Rejected Deliverable, which such credit shall be proportional to the degree to which such Rejected Deliverable comprised the overall base system. The foregoing sets forth Agency's exclusive remedy and Contractor's sole liability and obligation with respect to any Rejected Deliverable.
  - (iii) Should Agency not issue a Deployment Acceptance notification within the Deployment Acceptance Period (as may have been extended pursuant to Section 4.4(ii) above) then, other than with respect to any Rejected Deliverable, the Deployment Acceptance notification shall automatically be deemed to be issued the day after the date on which the Deployment Acceptance Period concludes. The date on which the Deployment Acceptance notification is issued shall be the "Deployment Acceptance Date".

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

4. License. Subject to the terms of this Agreement, Contractor grants Agency a limited, non-exclusive, non-transferable license to use the central hosted software component of the Intelligent Transportation System ("ITS Software") as provided for in this Agreement and the Proposal. The ITS Software is offered as a fully managed system for which Agency shall have a right to use and receive all upgrades free of charge, provided recurring service fees are paid. The onboard vehicle components are the exclusive and permanent property of Agency (subject to Agency's payment hereunder) and may be used by Agency for any purpose, independent of the ITS Software. Agency shall also be entitled to receive software upgrades to onboard hardware, free of charge as Contractor may release them during the Term of this Agreement at Contractor's discretion. Contractor will not install any software at Agency's fixed facility, nor is any special software needed to operate the ITS system beyond what is specified herein. The implementation of the ITS system for Agency will be an exclusive configuration.

5. Optional Items. Contractor may provide pricing for suggested optional hardware and services from time to time. Should Agency purchase any optional items following the Deployment Acceptance Date, Contractor shall pro-rate any service fees for such options for the remainder of the Term from the applicable In Service Date for such options.
6. Service Dates. For each Product installed that has an associated maintenance/support fee, the first of the month following installation of that Product on all agreed-upon vehicles will be considered the date on which warranty term and services begin (the "In Service Date") and upon which the recurring fees are timed, regardless of when the fees are actually paid.
7. Federal Clauses. If any portion or all of the funding for this Agreement has been derived from Federal sources, Contractor must abide by the additional Federal clauses set forth in the Federal Clauses and Requirements attached hereto as Attachment A.
8. Potential Subcontractors.
  - 8.1. Nothing contained in this Agreement or otherwise shall create any contractual relation, obligation, or liability between Agency and any of Contractor's subcontractors, and no third-party contract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor's obligation to pay its subcontractors is not an obligation assumed by Agency. As a result, Agency shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
  - 8.2. Subcontractors and Sub-agreements Affected. To the extent applicable, Federal requirements extend to third-party subcontractors and their contracts at every tier, and to the subcontractors of third-party subcontractors and their subcontracts at every tier. Those requirements are set forth in the Federal Clauses and Requirements attached hereto as Attachment A. Accordingly, Contractor agrees to include, and to require its third-party subcontractors to include, Attachment A in each third-party contract and each subcontract financed in whole or in part with financial assistance provided by FTA.
9. Cellular Connections, Use of Third Party Data Connections. Agency shall provide a recommendation to Contractor prior to the procurement of any hardware based on which (if any) cellular provider Agency prefers or believes to provide better cellular service in the service area. As available, Agency shall provide the ability for in-vehicle hardware provided by Contractor to connect to Contractor's data center through the use of previously-installed broadband connection devices ("Third Party Connections"). Contractor will be provided an opportunity to conduct a preliminary investigation to determine whether the Third-Party Connections are a viable alternative to the use of Contractor's proposed standalone cellular connection. Contractor will need to validate the software and hardware connectivity in a test environment to make a final determination. The Parties each acknowledge that any such Third Party Connection is operated in conjunction with a separate entity that is not a Party to this Agreement, and no warranty, express or implied, is included in this Agreement with respect to the reliability of such equipment or its data service. Contractor shall not have any responsibility for the functionality, reliability, or maintenance of the Third Party Connections, which shall be the sole responsibility of Agency. In the event that Agency and Contractor find that the Third Party Connection is unsuitable for their needs, Contractor may provide separate, optional costs for an independent cellular connection which Agency may elect to implement at its sole discretion.
10. Ownership of Data. Agency shall be the exclusive owner of the data actually entered into or collected by the ITS system during the Term where such data was collected by Agency's vehicles operating with the Products. Such data shall include, but not be limited to, geo-location of all vehicles at all times during the Term; vehicle status information collected; route, schedule and performance information; driver and dispatcher information; passenger information; website(s) created by Contractor for Agency (if any) and branded with Agency's logo and/or name; statistical reports, database files and any other such related data. Presentation of and access to this data is limited to those reports, formats, or Application Programming Interfaces ("APIs") set forth in the Proposal.
11. Third Party Products. Agency agrees to provide Contractor with access to Agency's existing hardware and software, and any other hardware and software not provided by Contractor (collectively, "Third Party Products") to the extent necessary or convenient for Contractor to fulfill its responsibilities under this Agreement. Should any Third Party Product malfunction or fail, Agency shall promptly remediate such malfunction or failure and provide assistance to Contractor to mitigate the effect of such malfunction or failure on the Project. Notwithstanding anything contained herein to the contrary, Contractor shall not have any responsibility for the installation, functionality, reliability, or maintenance of any

Third Party Product, which shall be the sole responsibility of Agency. No warranty, express or implied, is provided by Contractor with respect to any Third Party Products.

12. Warranty and Product Replacement. Contractor shall provide a full replacement warranty on all Products provided hereunder for a standard period of one (1) year, with the exception of the "GMV Hub" which shall be two (2) years. The warranty is such that if any Product shall fail to perform as specified in the Proposal, upon receiving written notice of such failure, Contractor shall replace such Product as specified in the Proposal at no cost to Agency. Warranty dates for each Product (including optional items) shall begin on each Product's applicable In Service Date. Replacement of Products shall only occur for a failure of the Product itself when used properly, and not for any damage to the unit caused by the intentional or negligent acts or omissions of a party other than Contractor or its officers, directors, or employees.
13. Service Level Agreement and Technical Support. During the Term, Contractor shall provide technical support to Agency and also be responsible for the maintenance and operation of the ITS system as specified in the Proposal. Contractor warrants that the ITS system shall, when used as contemplated herein and in the Proposal, perform in all material respects to the specifications. The specific terms of Contractor's service level agreement are contained in the Service Level Agreement attached hereto as Attachment E. The Service Level Agreement provides that Contractor shall make available to Agency free upgrades to software at such time as Contractor publicly releases new versions or new features. Contractor is a software company engaged in continuous software development. While not all new features and products developed by Contractor are anticipated to be free of charge, Agency can generally anticipate one or more new, free features per year and as many as one new software update (either to the back end system or the installed GMV Hub software) per quarter. Releases, updates and most new features will be made available at no additional cost to Agency.
14. Antitrust Claims. By signing this Agreement, Contractor hereby certifies that if the Products or Services are obtained by means of a competitive bid, Contractor shall comply with the requirements of the Government Codes Sections set out below.
  - 14.1. The Government Code Chapter on Antitrust claims contains the following definitions:
    - (i) Public purchase means a purchase by means of competitive bids of goods, services, or materials by Agency or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professional Code.
    - (ii) Public purchasing body means Agency or the subdivision of Agency making a public purchase. Government Code Section 4550.
  - 14.2. Contractor agrees to assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to Contractor. Government Code Section 4552.
15. Examination of Records. Agency shall have access to any books, records, and documents of Contractor and its subcontractors that are pertinent to this Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Contractor shall include a clause to this effect in every subcontract entered into relative to the Project.
16. Publication, Reproduction, and Use of Material. Except as specifically authorized by Agency in writing, information and other data furnished by Agency to Contractor in the performance of this Agreement shall be used only in connection with services provided to Agency.
17. Confidentiality.
  - 17.1. Definition of Confidential Information. "Confidential Information" means all information disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and

the circumstances surrounding disclosure. Confidential Information of each Party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such Party. Notwithstanding the foregoing, Confidential Information shall not include any information that (i) is or becomes generally available to the public other than as a result of a disclosure by Receiving Party in violation of this Agreement, (ii) was in the possession of or known to the Receiving Party on a non-confidential basis prior to its disclosure by the Disclosing Party, (iii) is disclosed to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, which such source is entitled, to the Receiving Party's knowledge, to make the disclosure, or (iv) was independently developed by the Receiving Party without reference to or use of such Confidential Information of the Disclosing Party.

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

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

18. Indemnification.

18.1. Indemnification. Contractor shall defend, indemnify, and hold harmless Agency, its officers, directors, and employees (the "Agency Parties") from and against any and all third party claims, actions, suits, demands, damages, obligations, losses, settlements, judgments, costs and expenses, including reasonable attorneys' fees and costs (collectively, "Claims") which arise out of or result from any bodily injury or death, or loss of or damage to property to the extent due to any negligent act or willful misconduct of Contractor in the performance of this Agreement. Contractor will not be obligated under the foregoing, and Agency will defend, indemnify, and hold harmless Contractor, its officers, directors, and employees (the "Contractor Parties") for any Claims that arise out of or relate to, in whole or in part, the negligent or intentional acts or omissions of any Agency Party.

18.2. Process. The obligations of the indemnifying Party (the "Indemnifying Party") under this Section 20 shall be subject to the Party seeking indemnification (the "Indemnified Party") (i) promptly notifying the Indemnifying Party in writing of Claims for which the Indemnified Party seeks indemnity, (ii) providing the Indemnifying Party with reasonable information and assistance in defending or settling the Claim, and (iii) providing the Indemnifying Party with sole control over the defense or settlement of such Claim. The Indemnified Party agrees not to make any admission that might be prejudicial to the Indemnifying Party.

19. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, (I) THE PRODUCTS, SERVICES, SOFTWARE, ITS SYSTEM, AND PROJECT, AND ALL INFORMATION, SERVICES, CONTENT AND MATERIALS PROVIDED IN CONNECTION THEREWITH, ARE PROVIDED AND DISTRIBUTED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND WHATSOEVER; (II) CONTRACTOR MAKES NO WARRANTIES OF ANY KIND (WHETHER EXPRESS, STATUTORY, IMPLIED OR OTHERWISE) TO AGENCY OR ANY OTHER THIRD PARTY; AND (III) CONTRACTOR SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WITH RESPECT TO ALL PRODUCTS, SERVICES, SOFTWARE, AND THE ITS SYSTEM, OR OTHERWISE RELATED TO THIS AGREEMENT OR THE PROJECT. AGENCY ACKNOWLEDGES THAT CONTRACTOR DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE PRODUCTS, SERVICES, SOFTWARE, AND ITS SYSTEM MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. CONTRACTOR IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH ISSUES.

20. Notices. Any notices hereunder shall be in writing and be delivered to the Parties as set forth below. Delivery may be made at the designated address below by (i) hand, (ii) nationally recognized overnight courier, or (iii) certified or registered first-class mail, return receipt requested, and shall be deemed given upon (a) delivery if by hand, (b) the date that such delivery is accepted or rejected, as the case may be, if by overnight courier, or (c) three (3) business days after mailing if by certified or registered first class postal mail, return receipt requested. Either Party may change its

address for receipt of notice by delivering written notice of such change pursuant to this Section.

If to Agency via Certified US Mail to:

<b>COUNTY OF NEVADA:</b>	
Nevada County – Transit Services Division	
Address:	12350 LaBarr Meadows Rd
City, St, Zip	Grass Valley, CA 95949
Attn:	Robin VanValkenburgh
Email:	Robin.VanValkenburgh@nevadacountyca.gov
Phone:	530-470-2833

If to Contractor via Certified US Mail to:

GMV Syncromatics Corp.  
700 S. Flower St, Suite 470  
Los Angeles, CA 90017  
Attn: President

With a copy via email to: sales-na@gmv.com

21. Force Majeure. If either Party's performance of obligations under this Agreement is delayed, interrupted, or interfered with due to any event or circumstance beyond the reasonable control of such Party, including, but not limited to: fire, explosion, casualty, lockout, strike, labor conditions, embargo, unavoidable accident, riot, war or other hostilities, civil disturbance, earthquake, flood, landslides or any other natural disaster, pandemic, epidemic, or other acts of God, failure of third parties (including suppliers or subcontractors) to perform their obligations to Contractor, or by the enactment, issuance, or operation of any municipal, county, State, or federal law, ordinance or executive, administrative, or judicial regulation, order or decree, or by any local or national emergency (collectively, the "Force Majeure"), such Party shall be excused from performance of this Agreement for a period equal to any such delay, interruption, or interference and therefore, if this Agreement specifies a time period for performance of an obligation of either Party, that time period shall be extended by the period of any delay in such Party's performance caused by the Force Majeure.
22. Independent Contractor. The Parties are independent contractors and neither Party is an employee, agent, joint venturer, or partner, fiduciary, or trustee of the other Party.
23. Applicable Law. This Agreement shall be governed by California law without regard to its conflicts of laws principles.
24. Arbitration. Any dispute arising in connection with or under this Agreement will be submitted to a single arbitrator in Los Angeles, California mutually selected by the Parties, and each Party therefore waives its respective rights to a jury trial. The arbitrator will apply the rules of the American Arbitration Association governing commercial transactions, and the arbitrator's decision will be final and binding on the Parties.
25. No Third-Party Beneficiaries. No provisions of this Agreement shall in any way inure to the benefit of any third party, including the public at large, so as to constitute such person a third-party beneficiary of this Agreement or of any one or more of the terms and conditions of this Agreement, or otherwise give rise to any cause of action in any person not a Party to this Agreement, except as expressly provided elsewhere in this Agreement.
26. Assignment. Neither Party may assign this Agreement except with the prior written consent of the other Party, which consent may not be unreasonably withheld.
27. Complete Understanding; Modification. This Agreement, including referenced attachments, exhibits, schedules and addendums, constitutes the complete and exclusive understanding and agreement of the Parties and supersedes all prior understandings and agreements, whether written or oral, with respect to the subject matter hereof. No oral agreements or conversation with any officer, director, agent or employee of either Party shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any modification or amendment of any provision of this Agreement will be effective only if in writing and signed by the Parties hereto.

28. Construction and Waiver. The section and paragraph headings used in this Agreement are for convenience only and shall not be used in interpreting or construing this Agreement. This Agreement shall be interpreted as having been drafted together by each of the Parties and duly reviewed by each Party with the assistance of its respective legal counsel. Failure by a Party to enforce any right, remedy, or provision hereof will not be deemed a waiver of the same or any future enforcement of that or any other right, remedy, or provision, unless (and only to the extent) that such waiver is in writing and signed by a duly authorized representative of the Party.
29. Severability of Provisions. If any provision of this Agreement is held to be illegal, invalid, or unenforceable for any reason, then such provision shall be enforced to the maximum extent permissible so as to effectuate the original intent of the Parties with respect to such provision, and the remainder of the Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.
30. Controlling Provisions. In the case of any conflict or inconsistency between the provisions of the main body of this Agreement and any attachment, exhibit, schedule or addendum attached hereto, the order of precedence shall be (1) any attachment, exhibit, schedule or addendum to this Agreement, and (2) the provisions of the main body of this Agreement.
31. Signatures; Counterparts. Contractor hereby represents and warrants to Agency that Contractor has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement, and that signature and execution of this Agreement has been duly authorized. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which will be deemed a single agreement, and may be executed by exchange of electronic signatures exchanged via electronic transmission.

IN WITNESS WHEREOF, each of the Parties hereto have caused this Agreement to be executed by their duly authorized representatives, effective as of the date first above written.

**GMV SYNCROMATICS CORP**

**COUNTY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Ian Sephton  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

CEO  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**ATTACHMENTS:**

- A. FEDERAL CLAUSES AND REQUIREMENTS (IF REQUIRED)
- B. CONTRACT MILESTONES
- C. ITS AND SYSTEM STANDARDS
- D. DEPLOYMENT ACCEPTANCE CHECKLIST
- E. SERVICE LEVEL AGREEMENT
- F. PROPOSAL

**Attachment A**  
**Federal Clauses and Requirements**

**1. No Federal Government Obligations to Third Parties**

In connection with the Project, the Recipient and the Contractor agree that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any subrecipient, lessee, third party contractor, or other participant at any tier of the Project, or other person or entity that is not a party to the Grant Agreement or Cooperative Agreement for the Project. Notwithstanding that the Federal Government may have concurred in or approved any solicitation, subagreement, lease, third party contract, or arrangement at any tier, the Federal Government has no obligations or liabilities to any entity other than the Recipient, including any subrecipient, lessee, third party contractor, or other participant at any tier of the Project.

**2. False or Fraudulent Statements or Claims**

The Recipient and the Contractor acknowledge and agree that:

(1) Civil Fraud. The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to the Recipient's activities in connection with the Project. By executing the Grant Agreement or Cooperative Agreement for the Project, the Recipient certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project. In addition to other penalties that may apply, the Recipient also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government, the Federal Government reserves the right to impose on the Recipient the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, to the extent the Federal Government deems appropriate.

(2) Criminal Fraud. If the Recipient makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal Government in connection with a Project authorized under 49 U.S.C. chapter 53 or any other Federal law, the Federal Government reserves the right to impose on the Recipient the penalties of 49 U.S.C. § 5323(l), 18 U.S.C. § 1001, or other applicable Federal law to the extent the Federal Government deems appropriate.

**3. Access to Third Party Contract Records.**

The Contractor and the Recipient agree to provide to the U.S. Secretary of Transportation and the Comptroller General of the United States or their duly authorized representatives, access to all contract records as required by 49 U.S.C. § 5325(g).

The Contractor and the Recipient agree to provide sufficient access to third party procurement records as needed for compliance with Federal laws and regulations or to assure proper Project management as determined by FTA.

**4. Changes to Federal Requirements**

The Recipient and the Contractor agree that Federal laws and regulations control Project award and implementation. The Recipient and the Contractor also agree that Federal directives, as defined in the Recipients' Master Agreement, provide Federal guidance applicable to the Project, except to the extent that FTA determines otherwise in writing. Thus, FTA strongly encourages adherence to applicable Federal directives. The Recipient and the Contractor understand and agree that unless the recipient requests FTA approval in writing, the Recipient may incur a violation of Federal laws or regulations, its Grant Agreement or Cooperative Agreement, or the Recipients' Master Agreement if it implements an alternative procedure or course of action not approved by FTA.

The Recipient and the Contractor understand and agree that Federal laws, regulations, and directives applicable to the Project and to the Recipient and the Contractor on the date on which the FTA Authorized Official awards Federal assistance for the Project may be modified from time to time. In particular, new Federal laws, regulations, and

directives may become effective after the date on which the Recipient executes the Grant Agreement or Cooperative Agreement for the Project, and might apply to that Grant Agreement or Cooperative Agreement. The Recipient and the Contractor agree that the most recent of such Federal laws, regulations, and directives will apply to the administration of the Project at any particular time, except to the extent that FTA determines otherwise in writing.

FTA's written determination may take the form of a Special Condition, Special Requirement, Special Provision, or Condition of Award within the Grant Agreement or Cooperative Agreement for the Project, a change to an FTA directive, or a letter to the Recipient signed by the Federal Transit Administrator or his or her duly authorized designee, the text of which modifies or conditions a specific provision of the Grant Agreement or Cooperative Agreement for the Project or the Recipients' Master Agreement. To accommodate changing Federal requirements, the Recipient agrees to include in each agreement with each subrecipient, each lease, each third party contract, and other similar document implementing the Project notice that Federal laws, regulations, and directives may change and that the changed provisions will apply to the Project, except to the extent that FTA determines otherwise in writing. All standards or limits in the Grant Agreement or Cooperative Agreement for the Project, and in the Recipients' Master Agreement are minimum requirements, unless modified by FTA.

## **5. Civil Rights**

The Contractor and the Recipient agree to comply with all applicable civil rights laws and regulations, in accordance with applicable Federal directives, except to the extent that the Federal Government determines otherwise in writing. These include, but are not limited to, the following:

a. Nondiscrimination in Federal Public Transportation Programs. Contractor and the Recipient agree to comply with the provisions of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

b. Nondiscrimination – Title VI of the Civil Rights Act. Contractor and the Recipient agree to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. Except to the extent FTA determines otherwise in writing, the Contractor agrees to follow all applicable provisions of the most recent edition of FTA Circular 4702.1A, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," and any other applicable Federal directives that may be issued.

c. Equal Employment Opportunity. Contractor and the Recipient agree to comply with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., and implementing Federal regulations and any later amendments thereto. Except to the extent FTA determines otherwise in writing, the Contractor also agrees to follow all applicable Federal EEO directives that may be issued. Accordingly:

(1) General. The Contractor and the Recipient agree that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(2) Equal Employment Opportunity Requirements for Construction Activities. For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as "construction," the Contractor and the Recipient agree to comply and assure the compliance of each subrecipient, lessee, third party contractor, or other participant, at any tier of the Project, with all requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq.; with implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, and with other applicable EEO laws and regulations, and also agree to follow applicable Federal directives, except as the Federal Government determines otherwise in writing.

## **6. Disadvantaged Business Enterprise.**

To the extent authorized by Federal law, the Contractor and the Recipient agree to facilitate participation by Disadvantaged Business Enterprises (DBEs) in the Project and assures that each subrecipient, lessee, third party contractor, or other participant at any tier of the Project will facilitate participation by DBEs in the Project to the extent applicable as follows:

(1) The Contractor and the Recipient agree and assure that they shall comply with section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26.

(2) The Contractor and the Recipient agree and assure that they shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of any subagreement, lease, third party contract, or other arrangement supported with Federal assistance derived from U.S. DOT in the administration of its DBE program and shall comply with the requirements of 49 C.F.R. Part 26. The Contractor and the Recipient agree to take all necessary and reasonable steps as set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all subagreements, leases, third party contracts, and other arrangements supported with Federal assistance derived from U.S. DOT. As required by 49 C.F.R. Part 26, the Recipient's DBE program approved by U.S. DOT, if any, is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The Recipient agrees that it has a legal obligation to implement its approved DBE program, and that its failure to carry out that DBE program shall be treated as a violation of the Grant Agreement or Cooperative Agreement for the Project and the Recipients' Master Agreement. Upon notification by U.S. DOT to the Recipient of the Recipient's failure to implement its approved DBE program, U.S. DOT may impose the sanctions as set forth in 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter to the appropriate Federal authorities for enforcement under 18 U.S.C. § 1001, or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 et seq., or both.

## **7. Incorporation of FTA Terms**

The Contractor and the Recipient agree to comply with applicable third party procurement requirements of 49 U.S.C. chapter 53 and Federal laws in effect now or subsequently enacted; with applicable U.S. DOT third party procurement regulations at 49 C.F.R. § 18.36 or 49 C.F.R. §§ 19.40 through 19.48, and with other applicable Federal regulations pertaining to third party procurements and later amendments thereto. The Contractor and the Recipient also agree to follow the provisions of the most recent edition and revisions of FTA Circular 4220.1F, "Third Party Contracting Guidance," except to the extent FTA determines otherwise in writing. The Recipient agrees that it may not use FTA assistance to support its third party procurements unless its compliance with Federal laws and regulations is satisfactory. Although the FTA "Best Practices Procurement Manual" provides additional third party contracting information, the Recipient understands and agrees that the FTA "Best Practices Procurement Manual" may omit certain Federal requirements applicable to specific third party contracts.

## **8. Right of the Federal Government to Terminate**

Upon written notice, the Contractor and the Recipient agree that the Federal Government may suspend or terminate all or any part of the Federal assistance to be provided for the Project if the Contractor and the Recipient agree have violated the terms of the Grant Agreement or Cooperative Agreement for the Project including the Recipients' Master Agreement, or if the Federal Government determines that the purposes of the laws authorizing the Project would not be adequately served by the continuation of Federal assistance for the Project. The Contractor and the Recipient agree and understand that any failure to make reasonable progress on the Project or any violation of the Grant Agreement or Cooperative Agreement for the Project, or the Recipients' Master Agreement that endangers substantial performance of the Project shall provide sufficient grounds for the Federal Government to terminate the Grant Agreement or Cooperative Agreement for the Project. In general, termination of Federal assistance for the Project will not invalidate obligations properly incurred by the Contractor and the Recipient before the termination date to the extent those obligations cannot be canceled. If, however, the Federal Government determines that the Contractor and the Recipient have willfully misused Federal assistance by failing to make adequate progress, by failing to make reasonable and appropriate use of Project property, or by failing to comply with the terms of the Grant Agreement or Cooperative Agreement for the Project including the Recipients' Master Agreement, the Federal

Government reserves the right to require the Contractor and the Recipient to refund the entire amount of Federal assistance provided for the Project or any lesser amount as the Federal Government may determine. Expiration of any Project time period established for the Project does not, by itself, constitute an expiration or termination of the Grant Agreement or Cooperative Agreement for the Project.

**9. Debarment and Suspension**

The Contractor and the Recipient agree to comply with applicable provisions of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopt and supplement the provisions of U.S. Office of Management and Budget (U.S. OMB), "Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180. To the extent required by these U.S. DOT regulations and U.S. OMB guidance, the Contractor and the Recipient agree to review the "Excluded Parties Listing System" at <http://epls.gov/> and to include a similar term or condition in each lower tier covered transaction.

**10. Buy America**

The Contractor and the Recipient agree to comply with 49 U.S.C. § 5323(j) and FTA regulations, "Buy America Requirements," 49 C.F.R. Part 661, and any amendments thereto.

**11. Disputes, Breaches, Defaults, or Other Litigation**

The Contractor and the Recipient agree that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

a. Notification to FTA. The Contractor and the Recipient agree to notify FTA in writing of any current or prospective major dispute, breach, default, or litigation that may affect the Federal Government's interests in the Project or the Federal Government's administration or enforcement of Federal laws or regulations. If the Contractor and the Recipient seek to name the Federal Government as a party to litigation for any reason, in any forum, the Contractor and the Recipient agree to inform FTA in writing before doing so. At a minimum, each notice to FTA under this Section 56 of the Recipients' Master Agreement shall be provided to the FTA Regional Counsel within whose Region the Recipient operates its public transportation system or implements the Project.

b. Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of any proceeds derived from any third party recovery, based on the percentage of the Federal share awarded for the Project, except that the Recipient may return liquidated damages recovered to its Project Account in lieu of returning the Federal share to the Federal Government.

c. Enforcement. The Contractor and the Recipient agrees to pursue their legal rights and remedies available under any third party contract or available under law or regulations.

d. FTA Concurrence. FTA reserves the right to concur in any compromise or settlement of any claim involving the Project, the Contractor, and the Recipient.

e. Alternative Dispute Resolution. FTA encourages the Contractor and the Recipient to use alternative dispute resolution procedures, as may be appropriate.

## **12. Lobbying Restrictions**

The Contractor and the Recipient agree that:

- (1) In compliance with 31 U.S.C. § 1352(a), they will not use Federal assistance to pay the costs of influencing any officer or employee of a Federal agency, Member of Congress, officer of Congress or employee of a member of Congress, in connection with making or extending the Grant Agreement or Cooperative Agreement;
- (2) In addition, they will comply with other applicable Federal laws and regulations prohibiting the use of Federal assistance for activities designed to influence Congress or a State legislature with respect to legislation or appropriations, except through proper, official channels; and
- (3) They will comply, and will assure the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352, as amended.

## **13. Clean Air**

Except to the extent the Federal Government determines otherwise in writing, the Contractor and the Recipient agree to comply with all applicable Federal laws and regulations and follow applicable Federal directives implementing the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q. Specifically:

(1) The Contractor and the Recipient agree to comply with the applicable requirements of subsection 176(c) of the Clean Air Act, 42 U.S.C. § 7506(c); with U.S. EPA regulations, "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93, Subpart A; and with any other applicable Federal conformity regulations that may be promulgated at a later date. To support the requisite air quality conformity finding for the Project, the Contractor and the Recipient agree to implement each air quality mitigation or control measure incorporated in the applicable documents accompanying the approval of the Project. The Contractor and the Recipient further agree that any Project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure will be wholly consistent with the design concept and scope of the Project described in the SIP.

(2) U.S. EPA also imposes requirements implementing the Clean Air Act, as amended, that may apply to public transportation operators, particularly operators of large public transportation bus fleets. Accordingly, to the extent they apply to the Project, the Recipient agrees to comply with U.S. EPA regulations, "Control of Air Pollution from Mobile Sources," 40 C.F.R. Part 85; U.S. EPA regulations, "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 C.F.R. Part 86; and U.S. EPA regulations "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600, and any revisions thereto.

(3) The Contractor and the Recipient agree to comply with the notice of violating facility provisions of section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7414, and facilitate compliance with Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

## **14. Clean Water**

Except to the extent the Federal Government determines otherwise in writing, the Contractor and the Recipient agree to comply with all applicable Federal laws and regulations and follow applicable Federal directives implementing the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377. Specifically:

(1) The Contractor and the Recipient agree to protect underground sources of drinking water in compliance with the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300f through 300j-6.

(2) The Contractor and the Recipient agree to comply with the notice of violating facility provisions of section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and facilitate compliance with Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

#### **15. Activities Not Involving Construction**

The Contractor agrees to comply with the employee protection requirements for non-construction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., in particular with the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and with implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

#### **16. Energy Conservation**

The Contractor and the Recipient agree to comply with applicable mandatory energy standards and policies of State energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. §§ 6321 et seq., except to the extent that the Federal Government determines otherwise in writing. As applicable, the Recipient agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA assistance, in compliance with FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. Part 622, Subpart C.

#### **17. Preference for Recycled Products**

To the extent applicable, the Contractor and the Recipient agree to comply with the U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962. Accordingly, the Contractor agrees to provide a competitive preference for products and services that conserve natural resources, protect the environment, and are energy efficient, except to the extent that the Federal Government determines otherwise in writing.

#### **18. National Intelligent Transportation Systems Architecture and Standards**

To the extent applicable and reasonably feasible, the Contractor and the Recipient agree to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and follow the provisions of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

#### **19. Cargo Preference - Use of United States-Flag Vessels**

To the extent applicable, the Contractor and the Recipient agree to comply with 46 U.S.C. § 55305 and U.S. Maritime Administration regulations, "Cargo Preference - U.S.-Flag Vessels," 46 C.F.R. Part 381.

#### **20. Fly America**

The Contractor and the Recipient agree that the Federal Government will not participate in the costs of international air transportation of any individuals involved in or property acquired for the Project unless that air transportation is provided by U.S.-flag air carriers to the extent such service is available, in compliance with section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. GSA regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 through 301-10.143.

**Attachment B**  
**Contract Milestones & Pricing**

Milestone #	YEAR 1						YEAR 2	YEAR 3	Contract Total
	1	2	3	4	5	6	7	8	
Description	Contract Execution	Hardware Delivery	Notice of Completion	Spare Hardware Delivery	Deployment Acceptance	Annual Fees Year 1	Annual Fees Year 2	Annual Fees Year 3	Estimated Contract Value
Deliverables	System Licenses delivered upon contract execution	Delivery of 100% of required hardware	Installation on 100% of vehicles, validations complete	Delivery of 100% of spare hardware	Completion of 2 weeks of Deployment Acceptance period	1st year Annual Fees	2nd Year Annual Fees	3rd year Annual Fees + Extended Warranty	-
Estimated Date	6/15/2026	9/30/2026	10/31/2026	10/31/2026	11/15/2026	11/15/2026	11/15/2027	11/15/2028	
Milestone Value	\$10,260	\$45,000	\$25,200	\$3,750	\$11,405	\$33,210	\$33,210	\$39,810	
<b>Milestone Value w/ tax</b>	<b>\$10,260</b>	<b>\$48,375</b>	<b>\$25,200</b>	<b>\$4,031</b>	<b>\$11,405</b>	<b>\$33,210</b>	<b>\$33,210</b>	<b>\$40,305</b>	<b>\$205,996</b>

*Applicable Sale Tax: 7.5%*

**Milestone Cost Summary**

**Year 1 — Capital (Milestones 1 through 5 - \$99,271) + Annual Fees (Milestone 6 - \$33,210)**

Year 1 costs encompass the full system deployment and the annual fees for Year 1 and include the following scope items:

**Fixed Route CAD/AVL — 12 Vehicles**

- Hardware delivery
- Installation labor
- Vehicles and System Licenses
- Project Management fee

**Digital Vehicle Inspection — 12 Vehicles**

- Vehicles and System Licenses

**Additional Year 1 Items**

- Spare Hardware
- Annual Service Fees — Year 1

**Year 2 — Annual Fees (Milestone 7 - \$33,210)**

Year 2 costs are limited to the following:

- Annual Service Fees — Year 2

**Year 3 — Annual Fees (Milestone 8 - \$40,305)**

Year 3 costs include the following:

- Annual Service Fees — Year 3
- Hardware Extended Warranty

**Attachment C**  
**ITS and System Standards**

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

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

1. Personnel

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

2. Computer Requirements

- a. The GMV TRACK system can work in many computing environments, but due to the large amount of data transfer required to operate the tools and reports available, for full effectiveness, GMV has the following minimum recommended system requirements:

- i. The Agency should ensure their computers meet all the minimum requirements outlined for the most recent version of their choice of web browser(s) from those listed below:
  - a. [Chrome minimum requirements](#)
  - b. [Firefox minimum requirements](#)
  - c. [Google Maps minimum requirements](#)
- ii. Additionally, for Agencies that do not utilize GMV Voice Calls, computing requirements are as follows:
  - a. Web Browser: The most recent version of Chrome, Firefox, Safari, or Edge
  - b. Highest of the minimum CPU/RAM/storage requirements for their choice of the above browsers
  - c. Internet speed: 10mbps upload speed; 15mbps download speed
- iii. For Agencies that do utilize GMV Voice Calls, computing requirements are as follows:
  - a. Browser: Chrome
  - b. [Sinch minimum requirements](#)
  - c. More storage (e.g., CPU, RAM) than that listed for the minimum storage requirements for Chrome
  - d. Internet speed: more than 10mbps upload speed and 15mbps download speed

### 3. Routes and Schedules

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

### 4. Vehicle Operations

- a. It is required, and the GMV TRACK system is built on a platform that assumes, that all vehicles perform all trips of all routes as they are drawn in the TRACK route management setup, following the sequence of stops shared by the routes and matching schedules. Only on this basis can the ITS system properly calculate reliable arrival predictions as well as provide alerts and/or reporting of exceptions like route deviations, schedule deviations, skipping stops, missed trips, etc.
  - i. Arrival Predictions: When a vehicle deviates from route, public arrival predictions for the off-route vehicle will be removed from the real-time passenger information list, and instead, scheduled bus times, rather than actual real time arrival times for the off-route vehicle will be provided. This is done to prevent unhappy riders who may be unknowingly awaiting a vehicle that has deviated and will never return to route to service their stop.
  - ii. Stop Times: When a vehicle deviates from route, it may also prevent the GMV system from recording stop times. In order for the system to record a stop time at a given stop, a vehicle

needs to be travelling on route when it services that stop. And, since Stop Times are the key building block of report information, deviations from route may prevent valid data from being collected by the GMV system.

1. There are many tools that GMV provides to assist agencies in dealing with off-route behavior, such as the concept of a manual “Stop Area,” which creates larger deviation areas for certain transfer and layover locations, and “On-Break” scenarios for drivers who deviate from route for layover, refueling, or shift change maneuvers, but the core model requires routes to be followed as drawn
- iii. Deadheads: When drivers sign in to the first trip of their service while still in a yard location, and must drive a considerable distance (> 1 mile) to the first stop of the first trip of their service, scheduled arrival predictions will be provided to passengers while the vehicle is performing that “deadhead” portion of service on its way to the first stop. Actual arrival predictions based on a real-time ETA will not be provided, because there is no route upon which the vehicle is traveling, and therefore no prediction of travel time can be provided.
- iv. Passenger Counts: Valid driver assignments and proper servicing of the route, as drawn, are also required for accurate passenger counting reports in the GMV TRACK system. GMV will always count passengers that board and alight the vehicle, however, if the vehicle has deviated from route, or if there is no assignment information at all, passenger counts will be assigned to an “unknown stop” category. This will allow Agency to retain all counting statistics and improve operations in areas where drivers are deviating from route, not signing in, or picking up passengers in locations where they should not be.

## 5. Reports

a. GMV TRACK reports are designed both to (1) provide valuable analytical insights into the performance of Agency’s transit system and (2) provide insights into where Agency, or its drivers and staff, are not operating as designed. Thus, at times, missing data from certain reports is not necessarily the result of a failure in the GMV system, but instead an indicator of improper or incomplete service on the part of Agency. The following is a notable example:

- i. The Daily Schedule Performance (DSP) is a key reporting page used by many Agencies to track On Time Performance (OTP). Every scheduled trip in an Agency’s daily service will be listed in the DSP with schedule stop times for each stop (or timepoint), for each trip. As vehicles perform their trips throughout the day, actual service times for each stop will populate beside the scheduled time in the DSP, and the stop will be color-coded as “Early,” “On time,” or “Late,” depending on parameters set by Agency, as well as the calculated time of deviation. In order for data to arrive on the DSP, there must be (1) Properly working and connected vehicle equipment, (2) a valid driver assignment, and (3) vehicles following the route and its stops, as drawn, in proper sequence. If these requirements are not met, the DSP may not load data, show only partial data or a message of either “Missed Trip” or “No Assignment” will appear. This does not mean that the GMV system is not working. In fact, the GMV DSP, by not recording data exactly as expected, is showing the dispatch and operations team where vehicle equipment is failing, drivers are not signing in as directed, or where drivers are not servicing the route or its stops as drawn. GMV has, in this respect, designed the tool to provide valuable operational benefit from such missing data, and will provide training to Agency staff in how to utilize this tool to improve operational efficiency and to ensure the reliability of hardware themselves, without the need to just open a technical support ticket.

## 6. Integrations

a. If GMV is integrating with a pre-existing sub-system on your vehicles, it is the responsibility of Agency to ensure that the sub-system is working effectively prior to the GMV integration, and it is the sole responsibility of Agency to maintain the effective operability of those systems not installed by GMV. For example,

- i. If Agency has a pre-existing Automatic Passenger Counter (APC) system, it is expected that the APC system will be in working order, calibrated correctly, and accurately counting passengers, and GMV will require evidence of this accuracy and effectiveness prior to integration. GMV’s responsibility to integrate with such equipment extends only to

retrieving the counts provided by that system and displaying those counts in the TRACK software management portal. Should the accuracy of those counts come into question, it will be the responsibility of Agency to show that the equipment was providing accurate data prior to the integration.

- ii. Similarly, if the agency is using the GMV Automatic Vehicle Announcement System (AVAS), it is understood that any microphones, and radios running into the AVAS system, and any internal or external speakers already installed on the vehicle are in working order and will be maintained by Agency.
- iii. This is not an exhaustive list, but merely two frequently encountered examples.

b. As it pertains to head signs/destination signs, fare boxes or other peripheral devices that require a sign in code, GMV will configure the system to allow a single point of sign on, but it is the responsibility of Agency to ensure that schedules, route names, and sign in codes are all provided consistently across all systems to ensure a seamless deployment of these integrations. GMV will provide details on this in Kick Off and Training.

#### 7. Timeline

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

**Attachment D**  
**Deployment Acceptance Checklist**

PURPOSE: This document serves to enumerate the items required for GMV to achieve Deployment Acceptance. Deployment Acceptance signifies the attainment of the last Deployment Milestone and moves this contracted project from “Deployment” to “Active.” It should be noted that payment will be invoiced as per the Milestone Schedule accompanying the contract. Annual Fees and Warranty for all installed systems begin according to the contract’s In Service Date. This checklist shall be completed by the Customer Project Manager at the end of System Acceptance Testing, signifying the completed state of project deliverables.

Deployment Acceptance will evaluate the total vehicles available at the time of Installation. Vehicles pending delivery or otherwise unavailable will be scheduled for Installation and Validation on a mutually agreeable timeline.

**PROJECT DELIVERABLES:**

**Fixed Route CAD/AVL**

- GMV delivered and installed twelve (12) new GMV Hub devices with onboard Automated Voice Annunciator System.
- GMV delivered and installed twelve (12) rugged touchscreen drivers displays and other associated material required for installation on the vehicles
- At the time of the deployment acceptance review, at least 90% of all GMV HUBs are powering on/off, connecting to the cellular network, providing accurate GPS location data, allowing drivers to sign in and out, sending messages to dispatch, switching trips, going on break, and sending emergency messages. Operator Screen functionality is dependent on proper sign in and route servicing.

**Real Time Passenger Information**

- GMV delivered the Real Time Passenger Information suite, including:
  - Desktop and Mobile Web Application
  - Arrivals Predictions API
  - GTFS and GTFS-RT data feeds for third party consumption

**Spare Hardware**

- GMV delivered the following spare hardware systems:
  - One (1) GMV HUB w/AVAS System
  - One (1) Drivers Interface Touchscreen

**Definitions**

- “Proper Sign-In and Route Servicing” means the driver or dispatcher has assigned the vehicle and driver to a run, route, and/or trip; the sign-in is received by the GMV system. The vehicle then services the route and the stops in the order, and upon the route path, as defined in the tracking system.

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

**Dates and Signature**

Description	Date
Warranty Initiation ("In Service Date")	
Deployment Acceptance	

Customer Project Manager

Name:

Date:

Signature: \_\_\_\_\_

# 1 INSTALLATION, WARRANTY, AND SUPPORT

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

## 1-1. INSTALLATION PROCESS

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

### 1 - 1.1 PRE-INSTALLATION

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

### 1 - 1.2 INSTALLATION

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

### 1 - 1.3 POST-INSTALLATION

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

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

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

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

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

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

## 1-2. SERVICE LEVEL AGREEMENT AND SUPPORT

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

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

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

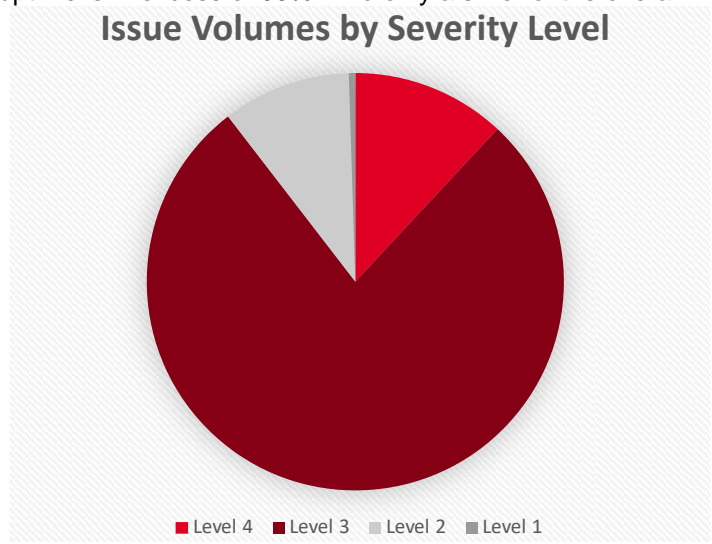
<sup>1</sup> GMV Status Page URL: <https://status.gmvsyncromatics.com/>

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

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

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

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



### 1-3. HARDWARE WARRANTY

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

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

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

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

**1-4. SERVER BACKUPS**

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

GMV’s backup schedule is as follows:

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

**Attachment F**  
**Technical Proposal**

## SCHEDULE D: SCOPE OF PROFESSIONAL SERVICES

### 1.0 Objectives of the Project

Contractor will manage and implement a project, in accordance with the methodology described herein, to enable the County to utilize Contractor's <Insert name of software system> software. In fulfilling their respective obligations as described in this Schedule and the resulting implementation plans, Contractor and County agree to use all commercially reasonable efforts to perform in accordance with the respective plans and schedules.

### 2.0 Project Personnel

2.1 Contractor will designate a Project Manager and provide individuals to meet the requirements and accomplish the work as stated in this Agreement. If, during the course of the implementation of this Agreement, it becomes necessary for the Contractor to change the person assigned as Contractor's Project Manager, Contractor will notify County in writing. The following positions on the Contractor's project team are identified as Contractor Key Roles:

#### Project Manager

- Responsible for successful project implementations by managing project scope, project deliverables, project resources, project communication, project timelines, and project risk
- Responsible for transition to support

#### Business Analysts

- Act as subject matter experts for the product
- Define and document data requirements and mapping elements, and configuration requirements through the product overviews and business process discovery
- Perform testing and work with clients on user acceptance testing
- Train the clients and periodically update user documentation
- Support during project completion through transition

#### Implementation Engineers

- Responsible for data migration and importing templates into the System's data structure
- Responsible for developing reports, extracts, and interfaces for the project team

2.2 Contractor's Project Manager will be responsible for all aspects of the project implementation and will be fully knowledgeable of the objectives of the project. Contractor's Project Manager will provide leadership to both Contractor and County personnel engaged in the Project implementation, and will coordinate all administrative and technical decisions on the project.

2.3 Contractor Project Manager will coordinate all of Contractor's on-site and off-site personnel working on the Project. The Contractor Project Manager will schedule Contractor implementation team resources and work with the County's Project Manager to ensure that the County's team is available for planned activities.

2.4 County will designate a Project Manager to serve as the primary point of contact with Contractor during the execution of the Project. If, during the course of the implementation of this Agreement, it becomes necessary for the County to change the person assigned as County's Project Manager, County will notify Contractor in writing.

2.5 Contractor's Project Manager shall deliver to County's Project Manager, weekly reports of Contractor's progress on the project, including progress toward completing the Tasks and

Deliverables as described herein. Each report must contain a description of the current status of the project, the Tasks on which time was spent, the estimated progress to be made in the next reporting period and the problems encountered, the proposed solutions to them and their effect, if any, on the project schedule.

- 2.6 Contractor will solicit and consider input from County prior to substitution of those individuals performing Key Roles as identified herein. Contractor further agrees that any substitution made pursuant to this paragraph must be of equal or higher skills, knowledge, and abilities than those personnel originally assigned and that County's concurrence with a substitution will not be construed as an acceptance of the substitution's performance potential. The personnel furnished must have the knowledge necessary to complete requirements as defined in this Agreement.
- 2.7 Upon request by County, Contractor shall give reasonable consideration to replacing any Contractor personnel who County determines to be unable to perform the responsibilities of the contract acceptably, e.g., inappropriate or unprofessional personal conduct, professional inabilities, etc.

### **3.0 County Responsibilities**

- 3.1 The County's Project Manager will coordinate with the Contractor Project Manager regarding the delivery of Data Conversion Services. County's Project Manager will be available to Contractor Project Manager as needed to enable Data Conversion Services to be performed efficiently, and will participate in meetings, training, and other activities related to the delivery of Data Conversion Services as reasonable requested by Contractor's Project Manager.
- 3.2 The County will make available End Users and additional staff as necessary and appropriate to enable the implementation to proceed as planned.
- 3.3 County will ensure that End Users who participate in Training have the background and experience required to enable them to understand the training and learn how to use the Software, including operation of workstations in a MS Windows environment.
- 3.4 County will provide a training room to accommodate up to twelve students and one trainer, each with their own PC.
- 3.5 The County is responsible for meeting the information technology infrastructure needs of the project, including procuring and licensing all hardware and software products, other than the software provided by Contractor, required for the Project. Contractor will provide advice and guidance as necessary to assist County in acquisition and configuration of infrastructure resources. Depending on the nature and extent of such assistance to be provided by Contractor, Contractor's technical services may be billable at then-current rates. Before any non-contract technical services charges are incurred, Contractor will provide a formal quote for said services, which will be managed through the Change Request process.
- 3.6 The County will provide timely access to its office facilities for Contractor personnel as needed during County's regular business hours (Monday through Friday, 8am to 5pm) for the duration of the project. After-hours access can be arranged in advance with the County Project Manager. The facilities to be provided shall include work areas, desks and chairs, telephones and wireless access, and access to copier and fax machines.
- 3.7 The County will provide timely access to all areas of its premises required for Contractor to perform its responsibilities under this Agreement. Access to restricted areas (including the server room, wiring closets, etc.) will require an authorized escort.
- 3.8 The County shall provide access to business, operational, and technical data for its environment, as necessary to meet the objectives of this Project. The County shall provide the necessary extracted data in the agreed upon intermediate format required to complete the data conversion. Data and data access will be provided under a mutually agreed security policy.

- 3.9 The County is responsible for all data cleansing activities. Contractor will provide subject matter experts to assist with troubleshooting and developing cleansing strategy.
- 3.10 The County shall be responsible for participating in the Product Overview sessions; Contractor-led 'Train-the-Trainer' sessions; identifying County subject matter experts responsible for defining and documenting the County business process using the Contractor product suite; and providing training resources to conduct the End-User Training sessions in the County offices prior to system deployment.
- 3.11 The County shall be responsible for developing testing scenarios from defined business processes, documented requirements, and current examples of business use cases. Execution of the functionality testing, as well as data conversion review and validation is the responsibility of the County. Contractor will provide subject matter experts to assist with troubleshooting, system training, and facilitate logging/tracking of identified product defects.

#### **4.0 Contractor Responsibilities**

- 4.1 Contractor will provide County with required specifications for Local Hardware, including software specifications for required operating systems and network software, so that County may procure and/or configure the necessary Local hardware at County's expense.
- 4.2 If requested by the County, Contractor will provide technical support services to assist County in evaluating its Local Hardware; identifying network, communications and computer resources required to properly operate the Software; and installing and configuring the Local Hardware for the County. If Contractor provides these services, it guarantees to the County that, at the time of installation, the Local hardware will be properly configured and installed, and will provide sufficient network communications, and computer resources to support the anticipated number of End Users.

#### **5.0 Place of Performance**

Contractor will perform project work at its own locations as well as in County offices. County will make available such office space and meeting space as is reasonably required for Contractor staff to perform their work. Contractor will provide WebX or similar technology for any remote collaborative sessions that may be needed for implementation.

#### **6.0 Project Management Plan**

Contractor Project Manager, with the assistance and consultation of the Project Management Team, will develop a Project Management Plan (PMP) to include the following components, either incorporated into the body of the PMP or presented as exhibits or schedules thereto:

- 6.1 Project Schedule: A preliminary high-level Project Schedule is provided in Appendix D-2. The Contractor and County Project Managers shall conduct a joint review of the Project Schedule during the initial stages of the project. Once the Project Schedule is agreed by the Project Management Team it will become the primary tool used to guide the project team, monitor, and control the project.
- 6.2 The Project Schedule will be reviewed and updated by the project management team on a regular basis in response to changing circumstances, actual progress and as more detailed planning becomes possible. Any material changes to the accepted Project Schedule which affect the schedule of milestone tasks or that are considered to be of significant impact by either Project Manager will be handled in accordance with the Change Control Plan.
- 6.3 Deliverables: A list of the key Deliverables, a form for tracking the completion of the Deliverables, and a sample of the Deliverable Acceptance Statement to be used to document completion of Deliverables. Deliverables will be tracked and County's acceptance of Deliverables will be documented. Deliverable documents will be provided to the County Project Manager in an electronic format via email unless otherwise mutually agreed by the project managers. Electronic documents will be delivered in the format of the tool used to

produce them (e.g. Word, Excel, MS Project) unless specified differently in the Deliverables List or otherwise mutually agreed by the project managers.

Where deliverables are not documents or where deliverable documents are delivered by a means other than email, the Contractor Project Manager will notify the County Project Manager by email that the deliverable is complete with an appropriate description of the delivery method and how the County can take possession of the deliverable. Where delivery method includes a delay before the County is in receipt of the item, e.g. mail, then the delivery date will be when the County receives the item.

- 6.4 Data Conversion Plan: A description of the overall approach, responsibilities, and timing of the process for converting data from the County's legacy database to the Licensed Software. The Data Conversion Plan will be based on a two-step data conversion effort. The County will design and develop the programs to extract and cleanse the data from the current data structures into an intermediate file format. Contractor will design and develop the programs to convert the data from the intermediate files into the new system. Both parties will build edit and data validation tables/files that at a minimum parallel those currently being utilized by the County for the purpose of validation in the accuracy of the data and files extracted/imported.
- 6.5 Issue Management Plan: A high-level description of how issues will be classified, logged, and resolved. This plan should include a template of the form to be used for logging issues and their resolutions.
- 6.6 Interface Specifications: A definition of external interfaces between the Software and other existing or planned information or communications systems. Contractor and County shall have responsibility for preparing and controlling all of the Interface Specifications.
- 6.7 Training Plan: A description of the strategy for providing comprehensive training in all aspects of system usage, administration and problem resolution will be developed during Project Initiation. The training strategy will include a needs analysis to define who needs training and on what topics, development of training curriculum, arrangement of training logistics, preparation of training materials, and assessing training effectiveness. Training will include classroom lectures and interactive training in concert with the online help resources and user manual. All training will have prescribed user-oriented objectives. Contractor will provide training materials. The Training Plan will incorporate training for the following groups of County staff, and include the indicated content:
  - a. Trainers – Contractor will provide general end-user 'train-the-trainer' training to designated County 'Trainers'. This training will be conducted during the pre-installation period. The information the County 'Trainers' acquire will be used as they train the End Users. Several different "train the trainer" classes will be taught prior to live implementation.
  - b. Key Users – County staff members identified by management who will be working with Contractor as a part of the installation and implementation team. This includes members of the County-designated Support Team who will be the principal points of contact with Contractor for ongoing maintenance as described in Schedule C.
  - c. Supervisors/Managers – County staff members who need to understand and facilitate the system at the operations level will train in a classroom setting. These users will learn how to manage the specifics of daily, weekly, and monthly operations as they pertain to facilitating the program as a whole system. This training will be conducted prior to live implementation.
- 6.8 Risk Management Plan: A high-level description of activities that Contractor and the County will implement to mitigate identified areas of risk to the successful completion of the Project. Risk management and control consists of keeping risks within agreed to bounds. It includes the identification, reporting and assessment of the status of each Project risk at the appropriate management levels. The set of identified Project risks is monitored via Project

cost, schedule and requirements management systems. New risks may be identified when any or all of the project control areas have significant deviation from the project plan. Risk reviews identify the status and the effectiveness of avoidance and contingency actions for each risk. This process will continually be reassessed during the reporting/status updates for the project. Details on procedures in place for managing risk during the implementation process, including a template for a Risk Log to be used in tracking risks and their mitigations, will be defined in this plan.

- 6.9 Resource Plan: A description of the roles and responsibilities (task responsibility matrix) of individuals whose efforts will be required to sufficiently staff the Project, as well as a description of how other personnel and non-personnel resources will be allocated and deployed for successful completion of the Project.
- 6.10 Communication Plan: A description of the communication procedures, reporting requirements and formats, and issue escalation process to be used in communications between Contractor and the County during the execution of the Project.
- 6.11 Change Control Plan: The procedures to be used for requesting and approving changes to the Project, including changes initiated by either the Contractor or the County. It should include a Change Request form template and list of situations/activities that will require a duly authorized Change Request to be considered valid. Change Control is a formal procedure to manage changes to project deliverables (including requirements, specifications and project plans). Through this process the impact of proposed change(s) on functionality, performance, cost, schedule, and quality objectives will be analyzed, evaluated, and reported. The Change Control Process will include, at a minimum:
  - a. A change request must be made in writing by the party desiring the change, to document the potential change.
  - b. The change will be reviewed and, if acceptable to County, Contractor will submit to County an estimate of the impact to cost, schedule, scope, and quality.
  - c. Contractor will continue performing the services in accordance with the original agreement unless otherwise agreed upon by the County's project manager. Work cannot commence on any new activities related to the change request until all parties agree in writing.
  - d. All change requests will be logged and tracked.
  - e. Contractor's Project Manager and County's Project Manager will adapt project plans to incorporate approved changes.
- 6.12 Document Control Plan: A description of the manner in which Contractor will index and publish project documentation, and make that documentation available to the County.
- 6.13 Acceptance Plan: A description of the criteria for final acceptance of the Project and the procedure by which Acceptance will be demonstrated and documented. Unless otherwise provided for in this Agreement or agreed upon in writing by both parties, acceptance testing will be performed on the County's site, on the County's equipment. The Acceptance Plan shall include the following provisions:
  - a. The review, approval, and acceptance of all project Deliverables will be the responsibility of County's Project Manager. The County will apply the following Software Acceptance Process to acceptance of all deliverables:
    - i. For the life of this contract, County has the right to complete a review of any deliverable received from Contractor and notify Contractor of County's findings; and
    - ii. If the deliverable is unacceptable, Contractor shall resubmit the deliverable after the appropriate correction or modifications have been made.

iii. The process described above will be repeated until final acceptance is obtained, the County waives the irregularity, or the Agreement is terminated.

b. "Final Acceptance" is defined as:

i. The successful completion of all deliverables as stated in the Scope of Professional Services and following the Software Acceptance Process described above, AND

ii. The final delivered product fully implemented in County's live production environment AND

c. County will have thirty-days following completion of the Software Acceptance Process, or such other period that is mutually agreed to by the Parties, in which to accept or reject it in writing. If County rejects it, County will specify in writing its grounds for rejection and Contractor will use its best efforts to make the product conform to the requirements of this contract as soon as possible and at no additional cost to County. Contractor shall continue to use its best efforts to make the product conform to the requirements of this Agreement until County accepts the product or terminates this Agreement upon written notice to Contractor.

6.14 Quality Management Plan: A high-level description of Contractor's procedures for ensuring the overall quality and efficacy of the Software.

## **7.0 Project Initiation**

7.1 Contractor will, in accordance with the Document Control Plan, establish a documentation library that is available to County. County shall have the option of making all documentation available on County's intranet site, provided that all documents are treated as confidential and proprietary, and not a matter of public record.

7.2 Contractor will initiate systems as described in the Project Management Plan for recording and managing issues, risks, and changes.

7.3 Contractor will conduct product overview sessions demonstrating the features of the Software and will review how the Software will be configured to meet the Specifications. The purpose of these sessions is to:

a. identify all product configurations necessary to enable functionality to meet defined requirements;

b. identify business processes changes required to be adopted by the Client in order to deploy the software; and

c. familiarize Client resources with the software for ultimate production usage – as introductory informal training,

## **8.0 Project Execution**

8.1 Contractor will manage the overall project effort and supervise each project subgroup tasked with all project deliverables.

8.2 Contractor will provide regular status reports in accordance with the Communication Plan.

8.3 Data Mapping Review

a. The data mapping review will build on the Data Conversion Plan to complete a detailed study of the data conversion requirements.

b. The County will be primarily responsible for providing information about the nature and purposes of the data. Contractor will provide subject matter expertise as specifically related to the Licensed Software and schema

c. The Data Mapping Review will consist of the following tasks:

- i. Confirm the source files containing data to be converted.
  - ii. Identify the data elements to be converted, or not converted, from each source file.
  - iii. Outline the programs required to extract the data.
  - iv. Provide an approach for controls and reconciliation to ensure the completeness of the mapping.
  - v. Identify data purification issues, including problem, magnitude, and correction alternatives.
  - vi. Document mapped data elements/files within a working document.
  - vii. Provide a “field-level” mapping of source file data elements to the new system database.
- d. In order to efficiently move through this process, the County may elect to engage Contractor to perform additional data conversion activities related to the overall data conversion deliverable. This additional work would be arranged through the Change Request process.

#### 8.4 **Data Conversion Development and Test**

The development and testing of data conversion programs and files primarily consists of two parallel efforts:

- a. County will develop and test the programs to extract the data from the current file structures and deliver them to Contractor in an intermediate file structure prescribed and provided by Contractor.
- b. Contractor will develop and test the programs to load the intermediate files into the Contractor database. Only data that is absolutely necessary for proper system function and within the scope of the current database structure will be converted. All data not within the current structure will either not be converted or will be converted at Contractor’s discretion at the then-current time and materials rate.
- c. Contractor and the County will develop a mutually agreeable data conversion test plan including appropriate audit trails and summary reports.

#### 8.5 **Data Conversion Delivery**

- a. Contractor will load the converted data into the agreed upon environment, so the County can conduct acceptance testing in accordance with the Acceptance Plan.
- b. Contractor and the County will work together to refine the process of extracting and loading the data to optimize time and resources required to execute the conversion at three separate points in time:
  - i. Initial data load – This conversion consists of a sample size set of data addressing the majority of business rules used to define/populate County data. Several iterations of this initial data may be loaded for review based on the number of corrections needed for successful use of the data in testing. The system will be configured using the base configuration for the state-specific features.
  - ii. Full/Complete data load – This conversion builds from the Initial Data Load to include all business rules and a complete set of the County data. Several iterations of this data load may also be necessary. The system will be configured using client-specific configurations identified in the product overview sessions. The goal is to use this database and conversion to move into the User Acceptance Testing activities.

- iii. Production data load – this is the final conversion and will be used to deploy the system into production use of the application. The configuration will be the one accepted from the User Acceptance Testing (UAT) activities.

## **9.0 Training**

Contractor will provide training in accordance with the Training Plan. Data used during training will be the County's converted data. In addition to training with the converted data, mock "live" sessions will be run so that the actions currently performed by each department can be simulated on the new system. On completion of each training class, Contractor will provide an assessment of each trainee's skill levels and capabilities with recommendations for any additional recommended training. Additional training will be managed through the Change Request process documented in the PMP at the then-current consulting services rates.

## **10.0 User Acceptance Testing (UAT)**

- 10.1 User Acceptance Testing is primarily concerned with testing the functionality of the delivered software against the County's business requirements and the Product Feature List provided in Appendix B-1.
- 10.2 The County has the primary responsibility for conducting this testing with some assistance from Contractor with process training and troubleshooting.
- 10.3 Acceptance of the converted data is not a part of UAT; it is addressed during the conversion process and tested with each delivery. If data is uncovered during UAT and deemed by the PMC as critical, then that error will be tracked and corrected as part of the UAT process.
- 10.4 Application or data faults or defects uncovered during UAT may require changes to the base application or conversion programs. Prior acceptance of the conversion tasks does not imply that such conversion adjustments will be change requests.
- 10.5 Additional levels of testing, such as system testing and integration testing, may be conducted at the discretion of the County.
- 10.6 The following activities will take place during UAT, as further defined in the deliverables section of Schedule:
  - a. Development of the Test Strategy Plan
  - b. Development of Testing Scenarios and Scripts
  - c. Execution of the Test Plan
  - d. Management, documentation, reporting of test results
  - e. Fault status tracking

## **11.0 Project Deliverables**

### **11.1 Deliverables Acceptance**

For each of the Deliverables there will be a formal acceptance process by which the County Project Manager provides Contractor with assurance that the County is satisfied that the Acceptance Criteria for the respective Deliverable have been met.

The procedure for formal acceptance of a deliverable will have the following steps:

- a. Contractor will complete the deliverable and present documentation or other evidence thereof to the County.
- b. For major project deliverables, Contractor will meet with the County Project Manager in person or by telephone conference call to outline the content of the deliverable and provide any points of clarification.

- c. A Deliverable Acceptance Statement (DAS) will be presented by the Contractor Project Manager to the County Project Manager.
  - d. The County Project Manager will review the DAS, confer with the appropriate team members, and sign and return the DAS indicating acceptance, or in the case of non-acceptance, documenting the reasons for the non-acceptance.
  - e. In the case of non-acceptance of a deliverable, Contractor will confirm receipt of the County's non-acceptance and provide a written response detailing the plan to address the non-acceptance issue(s).
  - f. The Contractor Project Manager will catalog the response on the Deliverable Register and, if the deliverable is not accepted, document the effect on the project in the next Project Status Report.
  - g. The County will make its best effort to approve, or reject project deliverables, or otherwise request an extension for deliverables. The timeframe for approval of the submitted DAS is also defined for each deliverable. In the event the County does not respond according to the defined acceptance period for a deliverable, Contractor will assume the deliverable is approved.
- 11.2 Deliverables List: Contractor will provide the deliverables described in the Deliverables List described in Attachment B . This Deliverables List is subject to revision in the Deliverables section of the Project Plan.
- 11.3 Final Project Acceptance
- a. Upon completion of all Deliverables, Contractor will present County with a Notice of Completion.
  - b. Upon receipt of the Notice of Completion, County will i) sign the Notice of Completion, indicating County's final acceptance of the project; or ii) submit in writing to Contractor notice of any errors that County believes exist within the Software.
  - c. If County has identified errors, Contractor will have a plan to correct any reproducible Priority 1, errors, as defined in Schedule C. If no Priority 1 errors exist, or if a plan to resolve has been delivered, then Contractor will provide a DAS to be executed by County to memorialize Acceptance.

## 12.0 Project Schedule

The chart below illustrates the timing and duration of the main activities and milestones of the project. The dates are estimates only as of the date of preparation of this Agreement. The chart is intended as an overview to aid in the general understanding of the project schedule. A more detailed schedule will be included in the Project Plan that falls within the overall structure of this summary schedule and that will be used as the working schedule for the project. The current implementation schedule calls for an X to Y month deployment. The Project Schedule will be developed during the Project Initiation phase and will include analysis of the current business cycle before determining a System Cutover target date.

Milestone #	Description	Deliverables	Start Date	End Date
<b>Milestone 1</b>	Contract Execution	System Licenses delivered upon contract execution	06/15/2026	06/15/2026
<b>Milestone 2</b>	Hardware preparation and delivery	Delivery of 100% of required hardware	06/16/2026	09/30/2026
<b>Milestone 3</b>	Notice of Completion	Installation on 100% of vehicles, validations complete	10/1/2026	10/31/2026
<b>Milestone 4</b>	Spare Hardware Delivery	Delivery of 100% of spare hardware	10/31/2026	10/31/2026
<b>Milestone 5</b>	Deployment Acceptance	Completion of 2 weeks of Deployment Acceptance period	11/01/2026	11/15/2026

### 13.0 Additional Services

County and Contractor contemplate that the Implementation Plan will from time to time be amended during the project. All amendments to the Implementation Plan shall be made in writing on a change control request form and signed by the Project Manager for each party. Services requested of and provided by Contractor that are not within Contractor's obligations under this Agreement shall be subject to the applicable rates as described in Schedule E.

**SCHEDULE E—SCHEDULE OF CHARGES AND PAYMENTS**

**1.0 License and Implementation Fees (Capital)**

Milestone #	1	2	3	4	5
Description	<b>Contract Execution</b>	<b>Hardware Delivery</b>	<b>Notice of Completion</b>	<b>Spare Hardware Delivery</b>	<b>Deployment Acceptance</b>
Deliverables	System Licenses delivered upon contract execution	Delivery of 100% of required hardware	Installation on 100% of vehicles, validations complete	Delivery of 100% of spare hardware	Completion of 2 weeks of Deployment Acceptance period
Estimated Date	6/15/2026	9/30/2026	10/31/2026	10/31/2026	11/15/2026
Milestone Value	\$10,260	\$45,000	\$25,200	\$3,750	\$11,405
<b>Milestone Value w/ tax</b>	<b>\$10,260</b>	<b>\$48,375</b>	<b>\$25,200</b>	<b>\$4,031</b>	<b>\$11,405</b>

*Applicable Sale Tax: 7.5%*

**2.0 Maintenance and Support Fees (Annual)**

The maintenance and support fees for the Licensed Software are as follows;

Year One	\$33,210
Year Two	\$33,210
Year Three	\$40,305

Milestone #	6	7	8
Description	<b>Annual Fees Year 1</b>	<b>Annual Fees Year 2</b>	<b>Annual Fees Year 3</b>
Deliverables	1st year Annual Fees	2nd Year Annual Fees	3rd year Annual Fees + Extended Warranty
Estimated Date	11/15/2026	11/15/2027	11/15/2028
Milestone Value	\$33,210	\$33,210	\$39,810
<b>Milestone Value w/ tax</b>	<b>\$33,210</b>	<b>\$33,210</b>	<b>\$40,305</b>

*Applicable Sale Tax: 7.5%*

The annual Maintenance and Support fee for Year One is included in the Total Project Charges and will be paid in accordance with the payment scheduled described in Section 6.1 of this Schedule E. Fees for subsequent years are due on the anniversary date the date of Final Acceptance.

**3.0 Payments**

3.1 <Insert payment schedule based on schedule of deliverables>

3.2 The contractual amounts described in this Schedule to be paid to Contractor constitute the

entire compensation due Contractor and all of County's obligations regardless of the difficulty, materials or equipment required. The contractual amount includes fees, licenses, overhead, profit and all other direct and indirect costs incurred or to be incurred by Contractor.

- 3.3 Any cost adjustments to the contract must be agreed upon by the parties by amending this contract. No claim for additional services, not specifically provided herein, will be allowed by County except to the extent provided by a valid amendment to this contract through the Change Request process.
- 3.4 Payment will be made by County upon receipt by County of invoices from Contractor. County will be allowed thirty days to process each payment.
- 3.5 The payment of an invoice by County will not prejudice County's right to object to or question that or any other invoice or matter in relation thereto. Contractor's invoice will be subject to reduction for amounts included in any invoice or payment made which are determined by County, on the basis of audits conducted in accordance with the terms of this contract, not to constitute allowable costs. Any payment will be reduced for overpayments, or increased for underpayments on subsequent invoices.
- 3.6 County reserves the right to deduct from amounts that are or will become due and payable to Contractor under this, or any contract between the parties, any amounts that are or will become due and payable to County by Contractor.
- 3.7 Reimbursement for Contractor staff travel and travel related costs associated with on-site work done in performance of this contract will be paid at the GSA Standard rate. Meals will be reimbursed on a per diem basis at the current GSA rate. Contractor will make every reasonable attempt to book air travel in advance to reduce costs. Payment for any travel costs that exceed the travel budget as agreed upon by the parties must be approved by County's Project Manager.

#### **4.0 Taxes**

The fees set forth in this Agreement do not include any amounts for taxes. Sales, use or excise taxes, to the extent they apply, are the sole responsibility of County. Contractor will not submit an invoice nor will Contractor collect such taxes from the County.

#### **5.0 Payment Terms**

All payments are due Net 30 Days following County's receipt of an accurate invoice.