



**BOARD OF DIRECTORS
MARCH 6, 2019
SUPPLEMENTAL INFORMATION**

**ITEM #F5 – TRAPEZE WORKFORCE MANAGEMENT AND
TIMEKEEPING SOFTWARE APPLICATION**

CONTRACT AMENDMENT #9

THIS AMENDMENT is made effective this ____ day of _____, 2019 between:

1. **Trapeze Software Group, Inc.** with a place of business at 5265 Rockwell Drive NE, Cedar Rapids, Iowa 52402, (“Trapeze”); and
2. **Omnitrans**, a joint powers authority (“Licensee”), with its principal place of business at 1700 West Fifth Street, San Bernardino, California 92411-2499, U.S.A.

WHEREAS Trapeze and Licensee intend to amend the Software Maintenance Agreement dated September 21st, 2001 (the “Agreement”), in order to add the software listed on Exhibit A-9 (“New Software”) to receive maintenance services.

NOW THEREFORE Trapeze and Licensee agree as follows:

Amendment to Agreement

1. The New Software is added to the scope of the Agreement. Exhibit A-9 attached hereto is incorporated in and added to the Agreement.
2. The New Software shall receive support and maintenance services in accordance with the Agreement, and according to the applicable warranty and maintenance pricing identified in Exhibit A-9.
3. All remaining terms, conditions, and covenants of the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Contract Amendment to be signed by their duly authorized representatives as of the date above.

TRAPEZE SOFTWARE GROUP, INC.:

OMNITRANS:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A-9
(Software Maintenance Agreement)

1. New Software:

- OPS-WEB Employee Information
- OPS-WEB Bidding Requests
- OPS CORE (for additional employees):
 - Bidding
 - Dispatching
 - Workforce Management
 - Timekeeping
- OPS-SIT
- OPS-FMLA

2. Warranty and Long Term Support:

Item	Description	OPS	Ops-SIT	Ops-Web	Total
1	Warranty	included	included	include	NA
2	Year 1 Maintenance	\$63,115	\$2,364	\$32,289	\$97,768

Long Term Support Notes:

- For all subsequent annual renewals, the annual maintenance fee will be based on the operational characteristics of licensed use by OmniTrans at that time and subject to Trapeze's then current pricing.
- The 90-day Software warranty begins upon installation in OmniTrans' Test environment.

CONTRACT AMENDMENT #9

THIS AMENDMENT is made effective this _____ day of _____, 2019 between:

1. **Trapeze Software Group, Inc.** with a place of business at 5265 Rockwell Drive NE, Cedar Rapids, Iowa 52402, (“Trapeze”); and
2. **Omnitrans**, a joint powers authority (“Licensee”), with its principal place of business at 1700 West Fifth Street, San Bernardino, California 92411-2499, U.S.A.

WHEREAS Trapeze and Licensee intend to amend the Software License Agreement dated September 21st, 2001 (the “Agreement”), in order to add the software listed on Exhibit A-9 (“New Software”) to the list of licensed products and to incorporate certain contractual provisions required under applicable United States Federal regulations.

NOW THEREFORE Trapeze and Licensee agree as follows:

Amendment to Agreement

1. The New Software is added to the scope of the Agreement. Exhibit A-9 attached hereto is incorporated in and added to the Agreement. The New Software is licensed and limited under the Agreement.
2. The pricing, payments, and implementation of the New Software will be according to the Project Budget and Statement of Work, attached hereto as Exhibit B-9. Exhibit B-9 is incorporated in and added to the Agreement.
3. The acceptance of the New Software shall be in accordance with the acceptance provisions listed in the Statement of Work attached hereto as Exhibit B-9.
4. The warranty period for the New Software shall be for ninety (90) days following installation into Omnitrans’ test environment.
5. Notwithstanding the anything in this Contract Amendment 9 to the contrary, the Parties agree that: (i) Trapeze shall be subject to the federal, state, and local government requirements attached as Exhibit C-9 as they apply to Trapeze’s performance of this Contract Amendment 9; and (ii) the products sold and software licensed hereunder are off-the-shelf, such federal, state, and local government requirements shall:
 - (a) be in effect only to the extent that such clauses are applicable to the subject matter hereof;
 - (b) have a DBE content requirement of 0%;
 - (c) not include Buy America requirements unless a Buy America certificate has been signed by Trapeze in relation to this agreement;
 - (d) not transfer ownership of any intellectual property;
 - (e) not include any bonding requirements for this agreement; and
 - (f) not include any liquidated damages for this agreement.
 - (g) Further, should such federal, state, and local government requirements cause the scope, schedule, or deliverables to change, then that parties agree that Trapeze shall be allowed an equitable adjustment.
6. All remaining terms, conditions, and covenants of the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Contract Amendment to be signed by their duly authorized representatives as of the date above.

[Signatures Page Follows]

TRAPEZE SOFTWARE GROUP, INC.:

OMNITRANS:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A-9

Item	Software	Description & Configuration	License Date
1.	OPS-WEB Employee Information	Base configuration	Effective date of this Contract Amendment
2.	OPS-WEB Bidding Requests	Base configuration	Effective date of this Contract Amendment
3.	OPS CORE (for additional employees) Bidding	Base configuration	Effective date of this Contract Amendment
	OPS CORE (for additional employees) Dispatching	Base configuration	Effective date of this Contract Amendment
	OPS CORE (for additional employees) Workforce Management	Base configuration	Effective date of this Contract Amendment
	OPS CORE (for additional employees) Timekeeping	Base configuration	Effective date of this Contract Amendment
	OPS-SIT	Base configuration	Effective date of this Contract Amendment
	OPS-FMLA	Base configuration	Effective date of this Contract Amendment

Notes:

- The Software licenses are based on 130 maintenance and 140 management additional processed employees.

EXHIBIT B-9

STATEMENT OF WORK

1 Introduction

The following information defines the services to be provided by Trapeze for the Project and the effort that will be required from Omnitrans staff and resources. Sections throughout this Statement of Work (SOW) will outline the resource requirements and tasks that Omnitrans will be required to complete to support the implementation.

2 Proposed Products

- OPS-Core (for additional employees)
 - Bidding
 - Dispatch
 - Workforce Management
 - Timekeeping
- OPS-Web
 - Bidding Requests
 - Employee Information
- OPS-SIT
- OPS-Family Medical Leave Act (FMLA)

3 Trapeze Services

3.1 Implementation Methodology

The Software solution designed for OmniTrans will be deployed in seven (7) key phases. The following table defines the phases and their accompanying key activities for implementing this project:

Phase	Key Activities
Initiation	<ul style="list-style-type: none">• The initiation stage is a collaborative effort between OmniTrans and Trapeze that documents the objectives and timelines of the project.• At the completion of this phase, a draft project plan (inclusive of a preliminary project schedule) will be developed and agreed upon.• Upon delivery of the draft project plan, the stage concludes with a signed Purchase Order and contract.
Planning	<ul style="list-style-type: none">• The planning stage is a joint effort between OmniTrans and Trapeze and is critical in defining the detailed scope and requirements of the project.

Phase	Key Activities
	<ul style="list-style-type: none"> • The scope and business requirements will be vetted through a series of onsite and offsite project design review meetings. • The Trapeze generic OPS Web pages will be employed as the basis for this installation. • At the completion of this phase, any modifications to the scope of the project will be defined and approved. The master project schedule will be revised as necessary.
Execution	<ul style="list-style-type: none"> • The execution stage is where Trapeze’s technical teams configure and construct each deliverable within the scope of the project, while ensuring adherence to the timeline and budget. • The solution is tested internally and installed in OmniTrans’ Test and Production environment. • At the completion of this stage, the solution will be configured in OmniTrans’ Test environment and Installation Testing will be performed.
Training	<ul style="list-style-type: none"> • Trapeze’s technical resources will train OmniTrans’ Subject Matter Experts (SMEs) on the use of the system. A successful and seamless project depends on OmniTrans’ SMEs attending training and testing all aspects of the Software within the agreed upon timelines defined in the project schedule. • At the completion of this phase, training will be completed and approved.
Testing	<ul style="list-style-type: none"> • OmniTrans will perform User Acceptance Testing to ensure the Software functions as designed. • Trapeze will deploy a pilot for the OPS-Web Software which will be followed by Parallel System Acceptance Testing of OPS. This form of testing will ensure that the new Software will produce the same output as the original method. • At the completion of this phase, all testing efforts will be completed and approved.
Deployment	<ul style="list-style-type: none"> • This phase of the project moves the system into a production or “live” environment. • At the completion of this phase, the Software will be used to support OmniTrans’ operational and functional needs.
Closure	<ul style="list-style-type: none"> • Closure includes releasing the final deliverables, releasing project resources, communicating project closure to all stakeholders, and

Phase	Key Activities
	<p>transitioning the project to Trapeze’s long-term maintenance and support program.</p> <ul style="list-style-type: none"> • At the completion of this phase, the project will be complete and any ongoing support for the deployed Software will be transitioned to Trapeze’s long-term maintenance and support program.

4 Project Implementation Phases

4.1 Phase 1: Initiation

The initiation phase defines the objectives for the project and provides an opportunity for the Trapeze project team to develop a solid understanding of OmniTrans’ operating and technical environment and personnel. With this understanding, Trapeze will be able to effectively assign the appropriate project team and resources.

Key tasks associated with this phase include:

- Understand project and system requirements
- Design preliminary hardware and network infrastructure
- Identify potential project risks and mitigation strategies
- Prepare high level project plan and plan resources
- Structure project team roles and responsibilities

4.1.1.1 Roles and Responsibilities

Trapeze

- Coordinate internal meetings to review key project tasks (listed above)
- Coordinate meetings in advance of Project Design

OmniTrans

- Identify a Project Manager
- Identify Subject Matter Experts

4.1.1.2 Phase 1 Deliverables

- Preliminary Project Schedule

4.2 Phase 2: Planning

During the planning phase, the project team will organize a series of on-site and off-site meetings with OmniTrans stakeholders. To assist with preparations for these discussions, OmniTrans will be expected to provide the Trapeze team with any operational material and/or documentation as requested. These efforts include a thorough review of processes and an in-depth analysis of the project requirements.

4.2.1 Project Design Review

The design review meetings are integral to the project implementation. Trapeze will provide up to five (5) days on-site to perform and complete the design review, where the project team will conduct a thorough in-depth analysis

of OmniTrans business processes, business rules, infrastructure, and integration points. Key tasks associated with the Project Design Review include:

- Review current operational policies and procedures as they relate to the Software
- Discuss specific Software configuration items
- Review and finalize Project timelines
- Discuss testing, training, and transition strategies
- Setup project delivery templates: Issues List, Status Report format and Meeting Minutes
- Refine preliminary Project Schedule and provide OmniTrans with a detailed project schedule

Trapeze will use the knowledge gained in these meetings to create a Project Design Document (PDD). The document will identify the deliverables, goals and objectives, configurations, and expected project timelines for the implementation.

Following completion of the draft PDD, Trapeze will conduct a Post Design Review on-site at OmniTrans for up to three (3) days to shadow the employees in order to verify that the findings concluded in the PDD are in accordance with their current processes.

Upon completion of the on-site post design review, Trapeze will update the PDD. Trapeze will provide OmniTrans with the draft document to review and provide comments. OmniTrans will have ten (10) business days to complete this review, after which the Trapeze Project Manager will coordinate a meeting with OmniTrans' project team to review the comments. Following this meeting, Trapeze will revise the PDD to address OmniTrans' comments and feedback and will provide the finalized PDD.

4.2.2 Payroll Document

In addition to the PDD, Trapeze will compose an OPS Payroll document. The OPS Payroll Document is integral to the project. During the Planning phase the project team will conduct a thorough review of OmniTrans' payroll rules—which will be documented in the OPS Payroll Document. This document will outline at very detailed level how employees are paid in all different scenarios. This document will be the basis for the OPS timekeeping configuration and will be maintained throughout the project.

During the review process, Software functionality may be identified that is not currently handled by the standard Trapeze Software. If desired, Trapeze can provide estimates to address these gap items, however addressing any gaps as documented in the PDD will be considered out-of-scope.

4.2.3 OPS-Web Customization

Trapeze will configure the OPS Web based on the standard functionality of the product. The configuration settings will be determined during the Project Design Review and documented in the PDD.

The Trapeze generic OPS Web pages will be employed as the basis for this installation. The following changes will be permitted as part of the web page customization:

- Adding one custom logo to the OPS Web pages that replaces the current generic logo
- One-time modification of web page accent colors as documented in the PDD

Trapeze has included up to three (3) days to complete the web page customizations, where the web page customization services will be provided remotely.

4.2.3.1 Roles and Responsibilities

Trapeze

- Conduct Project Design Review
- Conduct Post Design Review
- Update PDD

OmniTrans

- Participate in Design Review meetings
- Provide documentation on business processes including scheduling practices, union contracts, work rules, codes, and key reports
- Highlight critical processes related to the operation of all proposed Software
- Participate in job shadowing as necessary

4.2.3.2 Phase 2 Deliverables

- Project Design Document
- Detailed Project Schedule

4.3 Phase 3: Execution

During the execution phase Trapeze and OmniTrans will work together to complete the following tasks:

- Software Configuration
- Internal Acceptance Testing
- Software Installation
- Installation Testing

4.3.1 Software Configuration and Rule Development

Trapeze will configure all work rules and progressive discipline rules that are indicated in the PDD. Trapeze will also configure all timekeeping rules that are indicated in the Payroll Document. Note that if additional rules or configuration are requested that are not identified in either of these documents, the additional services requested to complete this work will need to be addressed through the Trapeze change order process.

Trapeze will be responsible for the creation and maintenance of these work, progressive discipline and timekeeping rules throughout the project. Trapeze and OmniTrans' project teams are responsible to test all configuration rules to ensure they meet the requirements listed in the Project Design Review and Pay Rules Documents. The configuration and rule development scope is limited to rules and configuration that can be configured using standard rules in the Trapeze OPS modules being configured.

Trapeze has included up to twenty (20) days to configure and test work, progressive employee, bidding, yard management, workforce management and timekeeping rules.

4.3.2 Internal Acceptance Testing

Internal Acceptance Testing (IAT) is completed by Trapeze before any Software is installed in OmniTrans' Test environment. During IAT, Trapeze Testing Specialists will perform unit and regression testing in order to test all standard features for completeness and accuracy. These specialists will also update any automated regression test scripts to expand coverage as needed.

After unit and regression testing is completed, the Trapeze Technical Product Specialists will run through a series of tests to ensure that all Software functions properly against OmniTrans' specific data in a local testing environment. This allows Trapeze to proactively determine any potential data-related issues and ensures that all standard setup and configuration tasks are able to be performed for OmniTrans.

4.3.3 Software Installation

Following the completion of Internal Acceptance Testing, Trapeze will work with OmniTrans to remotely install the Software in OmniTrans' Test environment. After all training and testing is completed, Trapeze will assist with installing the configured Software in OmniTrans' Production environment.

Note: The 90-day Software warranty begins upon Software installation into OmniTrans' Test environment.

4.3.4 Installation Testing

Installation Testing will occur after the Software has been installed in OmniTrans' Test environment. This testing is completed to ensure that the Software is functioning properly within OmniTrans' environment and working with third party software as necessary.

During Installation Testing, Trapeze will validate the following:

- Applications are connected to the appropriate database(s)
- General Software functionality is working as designed
- All configurations and customizations, as agreed to in the PDD, are functioning as designed

During Installation Testing, OmniTrans will grant Trapeze remote access to their servers so that Trapeze can perform testing of key Software functionality and validate that the Software functions properly in OmniTrans' Test environment. Upon completion of Installation Testing, Trapeze will work with OmniTrans to schedule training.

4.3.4.1 Roles and Responsibilities

Trapeze

- Consulting support as required

OmniTrans

- IT/Network support for installation, network integration, security analysis, etc.
- Installation operating system and DBMS as for required hardware.
- Provide access to the OmniTrans' Test and Production environments as required
- Provide technical consulting as required

4.3.4.2 Phase 3 Deliverables

- Installed Software in OmniTrans' Test and Production environment

4.4 Phase 4: Training

Training provided will be based on Trapeze standard training agendas, where training sessions will vary in length depending on topic. Training will be provided for OmniTrans' Subject Matter Experts (SMEs) in a workshop environment, and all training will be conducted using a Train-the-Trainer approach.

The following training topics/durations will be provided under this implementation:

Module	Training Topic	Duration (Days)	On-site/Remote
OPS-Core	Bidding Training	5.0	On-site
	Dispatch Training	5.0	On-site
	Workforce Management Training	3.0	On-site
	Timekeeping Training	2.0	On-site
OPS-Web	Bidding Requests and Employee Information Training	1.0	On-site
Total		16.0	

Note: OPS-SIT training will be covered during dispatch training and OPS-FMLA training will be covered during Workforce management training.

Upon completion of the training sessions, the OmniTrans SMEs will be responsible for developing the structure and content of the formal training plans which will be used to train all end-users, providing actual training for all end-users, completing any assigned follow up data development tasks, and testing the system.

4.4.1.1 Roles and Responsibilities

Trapeze

- Schedule training topics with the OmniTrans
- Delivery of training sessions

OmniTrans

- Ensure trainees are prepared and engaged in the training activities

4.4.1.2 Phase 4 Deliverables

- Training agenda(s)
- Training attendance sheet
- Completed training sessions

4.5 Phase 5: Testing

4.5.1 User Acceptance Testing

After training is completed, OmniTrans will begin User Acceptance Testing (UAT). This involves OmniTrans utilizing the Software in the Test environment to ensure the Software responds accurately to users input and the features and functions of the Software work as specified.

OmniTrans will have ten (10) business days in which to perform a round of UAT, which is expected to be a comprehensive, end-to-end test of the Software. During UAT, OmniTrans will document and prioritize any defects encountered during the testing period (if they exist). Following the completion of a round of testing, OmniTrans will provide Trapeze with a complete list of all perceived defects, which Trapeze will assess for root cause and resolve where appropriate based on the severity of each defect.

The severity of defects is based on the impact that an identified defect has on OmniTrans' business and operations. OmniTrans will work with Trapeze to determine defect severity levels, which are defined as follows:

1. Critical – system cannot function or application is unresponsive (e.g. results in the failure of fundamental business process or in the shutdown of the system being tested).
2. Major – system is still functioning but is causing major business risk to OmniTrans. The defect cannot be addressed through a work around solution.
3. Minor – system is still functioning but is causing minor or short-term inconveniences. The defect can be addressed through a work around solution.

If no defects are identified in the initial round of UAT, the Software will be deemed accepted and deployed in OmniTrans' production environment. If defects are identified, Trapeze will evaluate them and work to resolve all confirmed defects, after which OmniTrans will validate their resolution by executing another round of UAT.

Once OmniTrans confirms all Critical and Major defects are resolved, UAT will be considered complete, the Software will be deemed accepted, and it will be deployed in OmniTrans' production environment. Any remaining minor defects will be transitioned to Trapeze's long-term maintenance support program.

Payroll Testing

One of the most critical aspects of the Trapeze OPS Software is payroll record automation testing. To support testing of payroll records, OmniTrans will need to complete two (2) pay periods of dispatch data in order to compare with historical production payroll records. One of the pay periods should include a holiday, as it is imported to test for additional complexity as a result of holiday pay rules.

During this process, the OPS Timekeeping rules delivered by Trapeze will be tested by calculating employee pay records and identifying variances with production payroll records. Variances will need to be reviewed and root causes identified by OmniTrans to ensure payroll is comparable between MARC's existing system and the Trapeze OPS Software. Acceptance for Payroll Testing shall be given when all pay rule deliverables identified in the PDD have been implemented.

Typically, variances fall into three categories:

1. Dispatch data entry errors
2. Trapeze Timekeeping errors
3. Acceptable variances

Payroll testing is considered complete upon closure of all Trapeze Timekeeping errors.

OPS-Web Pilot

For OPS-Web, OmniTrans will complete pilot testing which requires identifying a small group of employees who will use OPS-Web in a “production-like” setting prior to full Software deployment. These employees will be responsible for:

- Ensuring PIN’s are verifying correctly
- Ensuring Employee information is correct
- Ensuring that work information is correct for bidding purposes
- Ensuring that weekly/daily vacation quotas are correct for bidding purposes

Trapeze will be on-site for up to five (5) days to support OmniTrans during UAT as well as the Payroll and OPS-Web Pilot testing.

End User Deployment Training

OPS End-users include supervisors, dispatchers, drivers and other employees who use the Software to support their daily tasks and responsibilities. OPS End-users will be trained by OmniTrans OPS Subject Matter Experts prior to the Deployment phase without assistance from Trapeze. If assistance is deemed necessary, additional services to provide support will need to be addressed through the Trapeze change order process.

4.5.2 Parallel Testing

Parallel System Acceptance Testing is designed to ensure that there are no errors or omissions from the system requirements, to identify and resolve data related errors, and to ensure reports and interfaces function as expected. This will also ensure that the sign-in cards are functioning and producing correct reads from the sign in devices. This phase involves OmniTrans utilizing the system in the production environment to ensure the system responds accurately to users’ input and the features and functions of the Software work as designed.

During this testing period, a full System Acceptance Test will be conducted where the Software will be used to support production operations at the same time as the legacy payroll system to verify that the OPS Software is functioning as expected.

A Trapeze Technical Product Specialist will be on-site for up to five (5) business days to support Parallel System Acceptance Testing, and if additional support periods are deemed necessary they will need to be addressed through the Trapeze change order process.

4.5.2.1 Roles and Responsibilities

Trapeze

- Support OmniTrans during UAT

OmniTrans

- Perform UAT
- UAT and prioritization of Critical and Major defect(s) closure

4.5.2.2 Phase 5 Deliverables

- Prioritized defects log

4.6 Phase 6: Deployment

4.6.1 Preparation of Production Environment

After completion of UAT, Trapeze will migrate the necessary ancillary data and configuration settings from OmniTrans' Test environment to their Production environment as part of the Software deployment phase.

4.6.2 Deployment Support

OmniTrans' SMEs must be capable of providing first level support for the end-users. The SMEs will be expected to provide support on how to use the new system, answer questions regarding functions that may be unfamiliar to end users and reinforce key functionality and training concepts.

To support the Software deployment in OmniTrans' Production environment, Trapeze will provide up to five (5) days on-site of go-live support for the Software. This support will be provided by two separate technical resources; one (1) for Maintenance employees and one (1) for management employees. Note that OmniTrans will be expected to support the rollout of OPS-Web to all employees.

OmniTrans can leverage these off-site services to address any questions or support needs that may arise from using the Software to support live operations. This support will be provided for up to one (1) week from the Software installation in OmniTrans' production environment during standard business hours, after which all ongoing support needs will be transitioned to and provided by Trapeze's long-term maintenance program.

4.6.2.1 Roles and Responsibilities

Trapeze

- Migrating ancillary data and configuration settings into the OmniTrans' Production environment

OmniTrans

- Provide frontline SME support for questions
- Escalate defects to appropriate Trapeze Product Specialists
- Update the production system to ensure all records are up to date
- Ensure data correctness
- Confirm connectivity, logins, etc.

4.6.2.2 Phase 6 Deliverables

- Trapeze Software will be operational and functional in OmniTrans' production environment

4.7 Phase 7: Closure

After deployment of the Software into the production environment, on-going support will be transitioned to the Trapeze long-term maintenance program. All new support issues will need to be entered through the standard support maintenance support channels, and OmniTrans will receive full access to all Software collateral as available through Trapeze Collaborate for their Sustainable Streets division.

4.7.1.1 Roles and Responsibilities

Trapeze

- Releasing project resources
- Actively monitor and review Software performance during operational availability period

OmniTrans

- Provide Trapeze with final acceptance of services and deliverables
- Actively monitor and review Software performance during operational availability period

4.7.1.2 Phase 7 Deliverables

- Final Transition document

5 Project Duration

This implementation is expected to be completed within twelve (12) months from the project kick-off meeting. Following the receipt of the written notice, a mobilization period of up to forty-five (45) days may be required to kick off the project and align project resources. Trapeze will work to minimize this mobilization period through proactive planning with OmniTrans.

6 Project Management

Trapeze will provide project management support for the duration of the project. The Trapeze project manager will be responsible for ensuring that project requirements are communicated and understood and milestones are met. The Project Manager will be the key point of contact for OmniTrans during the project. Trapeze requires that OmniTrans also assign a Project Manager. The two project managers will work together to ensure that consistent dialogue is maintained through an established channel.

Trapeze Project Managers provide the following key services:

- **Scope Management:** The project manager is the link between OmniTrans' requirements, the contract, the product specifications, and the project's scope of work. The project manager is critical to defining and documenting the tasks and deliverables necessary to complete the project. The project manager ensures that the project's resources remain focused on the project objectives.
- **Schedule Management:** The project manager is responsible for managing the master project schedule. This detailed work plan outlines all of the activities that are required in order to deliver the project scope within time constraints. The project management team will provide regular updates to the work plan and escalate major issues and risks that will impact the project schedule for mitigation planning.
- **Risk Management:** The project manager understands the risks involved with Trapeze's deliverables that are included in the scope of this project. The project manager ensures that tight controls are implemented to minimize these risks, and that these risks are tracked and raised to OmniTrans leadership when appropriate.
- **Change Management:** As it relates to Trapeze's deliverables included in the scope of this project, when a change is made mid-project, the project manager understands the global impact of this change and initiates the necessary actions to ensure timelines and project costs are adjusted.

- **Milestone Sign-Offs:** As each milestone is achieved, OmniTrans will be asked to sign-off on the milestone, confirming that OmniTrans is in agreement that the project is moving forward.

6.1.1 Project Management Office Tools

Trapeze project managers employ the following tools to support the implementation of projects:

- **Project Work Plan:** The project tasks, deliverables, and dependencies are defined according to the contract documentation, the business requirements review and the project’s resource constraints. All major tasks, deliverables and milestones are itemized and scheduled in Microsoft Project document.
- **Meeting Minutes and Action Logs:** Trapeze’s Project Manager will use the meeting minutes to track the project issues, decisions, and resolutions. Meeting minutes are a clear and concise way of coordinating the work of both OmniTrans and Trapeze, especially as minutes prevent confusion and duplication of work. The minutes can be published to the entire team based on the needs of OmniTrans. Action logs are also included in weekly status reporting, to define the key activities in the work plan that the team must focus on, and the required due date to keep the project schedule on track.
- **Risk Registers and Issue Log:** Throughout the lifecycle of a project, a number of different risks to project constraints will present themselves. Resource risk, technology risk, and environmental risks all exist and will need to be managed to ensure successful project outcomes. Risks with a certainty of occurrence are issues, and must also need to be managed with a high priority. Risk registers and issue logs will be delivered on a regular basis so the project team can prioritize based on impacts to the project, and escalate if required to ensure appropriate mitigation plans are developed.

6.1.2 Communication Strategy

Effective and timely communications with all project stakeholders is critical. A successful implementation requires consistent messaging to keep all stakeholders informed with relevant and up-to-date information. In order to ensure that effective communication practices are followed, Trapeze will adhere to a similar communication plan as outlined below (which will be finalized during the Project Design activities):

Format	Participants/ Facilitators	Frequency	Individual(s) Responsible	Recipients
Status Report	Project Team	Bi-Weekly	Trapeze Project Manager	Trapeze and OmniTrans’ Project Team
Project Plan	Project Team	Bi-Weekly	Trapeze and OmniTrans’ Project Team	Trapeze and OmniTrans’ Project Team
Risk/Defects Log	Project Team	Bi-Weekly	Trapeze and OmniTrans’ Project Team	Trapeze and OmniTrans’ Project Team

7 OmniTrans’ Resource Requirements

The table below identifies the resource requirements for OmniTrans.

Resource	Resource Allocation	Responsibilities
Project Manager	70% of their time during the full duration of the project	<ul style="list-style-type: none"> • Coordinate all resources from OmniTrans • Coordination of conference calls and meetings, as required • Coordinate training facility preparation • Coordinate training sessions • Coordinate requirement meeting sessions with OmniTrans SME • Coordinate completion of Ancillary Data development • Coordinate completion of User Acceptance testing • Work with the Trapeze Project Manager to identify risks, issues, and mitigations throughout the project
Subject Matter Experts	<p>60% during Project Design</p> <p>5% during Software Installation and Configuration</p> <p>100% during SME Training</p> <p>75% during User Acceptance Testing</p> <p>100% during Deployment</p>	<ul style="list-style-type: none"> • Participation in the completion of the Project Design Review • Review and provide feedback on all documentation submitted by Trapeze to ensure accuracy • Respond to any questions from Trapeze, when additional information is required • Evaluate and validate gap analysis and participate in the specification development sessions • Participate in training as necessary • Develop end user training materials • Execute User Acceptance Testing • Test final solution and participation in defect(s) review meetings • Assist in solution deployment as required
System Administrators / IT	25% during Software Installation, Testing, and Deployment	<ul style="list-style-type: none"> • Configure and maintain environments • Assist with troubleshooting any network or technical issues • Provide access to servers as necessary throughout the project • Maintain system security controls & permissions, user accounts, etc. • Procure and configure system hardware to a 'Trapeze Ready State' (i.e. operating system installed, connected to the network, servers and workstations configured)

Resource	Resource Allocation	Responsibilities
End Users	100% of their time during the Deployment phase of the project	<ul style="list-style-type: none"> Participate in end user training and system deployment

8 Project Budget

The project budget presented below includes all licenses, implementation services and expenses to bring OmniTrans live with the Software product described in this document.

Item	Description	
1	Software Licenses -OPS-WEB Employee Information -OPS-WEB Bidding Requests -Bidding -Dispatching -Workforce Management -Timekeeping -OPS-SIT -OPS-FMLA	\$238,459
2	Implementation Services	\$417,826
3	Expenses	\$30,900
4	Management Discount	(\$)202,690
	Total Cost	\$484,495

Pricing Notes:

- The Software will be implemented as a fixed-fee project.
- The Software licenses are based on 130 maintenance and 140 management additional processed employees.
- Expenses assume a minimum of two weeks' notice is provided by OmniTrans to Trapeze in advance of any on-site trip being scheduled.
- Additional expenses may apply if two weeks' notice is not provided.
- Pricing is valid until February 28th, 2019.

8.1.1 Long Term Support

Item	Description	OPS	Ops-SIT	Ops-Web	Total
1	Warranty	included	included	include	NA
2	Year 1 Maintenance	\$63,115	\$2,364	\$32,289	\$97,768

Long Term Support Notes:

- For all subsequent annual renewals, the annual maintenance fee will be based on the operational characteristics of licensed use by OmniTrans at that time and subject to Trapeze’s then current pricing.
- The 90-day Software warranty begins upon installation in OmniTrans’ Test environment.

8.1.2 Payment Milestones

Below are the payment milestones to be followed throughout the implementation.

Payment Milestones	
Contract Signing	100% of Licenses
Acceptance Criteria: <ul style="list-style-type: none"> • Execution of Contractual Agreement 	
Due upon completion of the Project Design Document	20% of Services and Expenses
Acceptance Criteria: <ul style="list-style-type: none"> • Delivery of PDD • Delivery of detailed project schedule 	
Due upon Software Installation into OmniTrans’ Test environment	20% of Services and Expenses
Acceptance Criteria: <ul style="list-style-type: none"> • Installed Software in OmniTrans’S Test environment 	
Due upon completion of SME Training	20% of Services and Expenses
Acceptance Criteria: <ul style="list-style-type: none"> • Delivery of SME Training sessions 	
Due upon completion of User Acceptance Testing	20% of Services and Expenses
Acceptance Criteria: <ul style="list-style-type: none"> • Resolution of Priority 1 and 2 defects as defined in the UAT section 	
Due upon completion of Deployment Support	20% of Services and Expenses
Acceptance Criteria: <ul style="list-style-type: none"> • Delivery of Transition Document to OmniTrans 	

9 Project Assumptions

1. OmniTrans is responsible for the purchase and installation of any required server hardware (servers shall be preconfigured to Trapeze’s specifications).
2. No customizations will be provided as part of this implementation.
3. The Software will be implemented “off the shelf” and will provide functionality as described in the most current Software literature.

4. It is assumed that all Software will take advantage of the existing Trapeze infrastructure, data sources and software unless otherwise stated.
5. All hardware is the responsibility of OmniTrans.
6. Any integration with third party Software or systems will be the responsibility of OmniTrans.
7. All services are based on one (1) day equaling an eight (8) hour shift of work.
8. Loading of historical data from a legacy system is not included.
9. OmniTrans OPS end users and system administrators already have a strong familiarity with the product and how it applies to Fixed Route Operations. As such, minimal training is expected to be required for these users as OmniTrans will support any additional training requirements.
10. Trapeze will provide onsite training to OmniTrans (as outlined in this document) in a classroom environment suitable for computer software training. OmniTrans will be responsible for providing and preparing the training facility, including an appropriate number of computer workstations sufficient to train at least 12 participants.
11. Any services or requests that are outside the scope of this implementation will need to be addressed through a change order.
12. A minimum of two weeks' notice will be provided by OmniTrans to Trapeze in advance of any on-site trip being scheduled. OmniTrans may be subject to additional expense charges if two weeks' notice is not provided.
13. If the length of the project exceeds the proposed timeline due to delays by OmniTrans, a Project Change Request (PCR) will need to be issued and agreed upon by both parties to accommodate any additional support services required to support the increased project duration.
14. All services described herein will be performed in English.

EXHIBIT C-9
REGULATORY REQUIREMENTS

Exhibit C-9
REGULATORY REQUIREMENT
Table of Contents

Contents

NO FEDERAL OBLIGATION TO THIRD PARTIES	2
FALSE OR FRAUDULENT STATEMENTS OR CLAIMS – CIVIL AND CRIMINAL FRAUD	2
ACCESS TO THIRD PARTY CONTRACT RECORDS	3
FEDERAL FUNDING, INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS, AND FEDERAL CHANGES	4
CIVIL RIGHTS REQUIREMENTS (TITLE VI, ADA, EEO (EXCEPT SPECIAL DOL CONSTRUCTION CLAUSE).....	4
DISADVANTAGED BUSINESS ENTERPRISE (DBE) 49 CFR Part 26	5
TERMINATION 49 U.S.C. Part 18 FTA Circular 4220.1F.....	7
SUSPENSION AND DEBARMENT.....	8
COMPLIANCE WITH FEDERAL LOBBYING POLICY *	9
CLEAN WATER AND CLEAN AIR REQUIREMENTS	9
BREACHES AND DISPUTE RESOLUTION 49 CFR Part 18 FTA Circular 4220.1F	10
FLY AMERICA	11
ENERGY CONSERVATION REQUIREMENTS	12
RECYCLED PRODUCTS	12
NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS ARCHITECTURE AND STANDARDS	13
ADA ACCESS	13
WHISTLEBLOWER REQUIREMENTS	15
PUBLIC RECORDS ACT	15
PRIVACY ACT - 5 U.S.C. 552.....	15
VETERANS PREFERENCE	16

REGULATORY REQUIREMENTS

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

Required Clauses for All FTA-Assisted Third-Party Contracts and Subcontracts

RR-01

NO FEDERAL OBLIGATION TO THIRD PARTIES *

In connection with the Project, the Recipient agrees 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.

RR-02

FALSE OR FRAUDULENT STATEMENTS OR CLAIMS – CIVIL AND CRIMINAL FRAUD *

A. 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.

B. 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.

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

RR-03

ACCESS TO THIRD PARTY CONTRACT RECORDS *

- A. Access to Third Party Contract Records.
The Recipient agrees to require, and assures that its subrecipients require, their third party contractors and third party subcontractors at each tier 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 third party contract records as required by 49 U.S.C. § 5325(g). The Recipient further agrees to require, and assures that its subrecipients require, their third party contractors and third party subcontractors, at each tier, 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.

Contractor agrees to provide Omnitrans, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or the FTA's authorized representatives, including any FTA Project Management Oversight Contractor, access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a) 1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

- B. If this Contract is for a capital project or improvement (defined at 49 U.S.C. 5302(a) 1) and was entered in to through other than competitive bidding, the Contractor shall make records related to this Contract available to Omnitrans, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- C. Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Omnitrans, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

RR-04**FEDERAL FUNDING, INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS, AND FEDERAL CHANGES**

- A. This Contract includes, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008 and revised March 18, 2013 (including any changes), and are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Omnitrans requests which would cause Omnitrans to be in violation of the FTA terms and conditions.
- B. Federal Transit Administration of the US Department of Transportation and all laws, regulations, guidelines, and provisions of the financial assistance agreement apply to this Contract and are incorporated by reference as if fully set forth herein.
- C. Contractor shall at all times comply with all applicable federal laws and regulations, including without limitation FTA regulations, policies, procedures and directives, including those listed directly or by reference in Applicable Grant Agreements between Omnitrans and FTA, as they may be amended or promulgated from time to time during the term of this Contract collectively "Federal Requirements". These Federal Requirements may change and the changed Federal Requirements will apply to this Contract as required unless the Federal Government determines otherwise. Contractor's failure to so comply with the Federal Requirements shall constitute a material breach of this Contract.

RR-05**CIVIL RIGHTS REQUIREMENTS (TITLE VI, ADA, EEO (EXCEPT SPECIAL DOL CONSTRUCTION CLAUSE ***

- A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Contractor shall comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- B. Equal Employment Opportunity
 - (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Contractor shall comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of

Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq. , (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Contract. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor shall comply with any implementing requirements FTA may issue.

- (b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, Contractor shall refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor shall comply with any implementing requirements FTA may issue.
- (c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor shall comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor shall comply with any implementing requirements FTA may issue.
- (d) Contractor shall include these requirements in each subcontract, modified only if necessary to identify parties, as required by Federal regulations.

RR-06

DISADVANTAGED BUSINESS ENTERPRISE (DBE) 49 CFR Part 26

Disadvantaged Business Enterprises

- A. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The agency's overall goal for DBE participation is 1%.
- B. Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Contract. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Omnitrans deems

appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

- C. Bidders are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following concurrent with and accompanying sealed bid concurrent with and accompanying an initial proposal prior to award:
1. The names and addresses of DBE firms that will participate in this contract;
 2. A description of the work each DBE will perform;
 3. The dollar amount of the participation of each DBE firm participating;
 4. Written documentation of the bidder's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
 5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
 6. If the contract goal is not met, evidence of good faith efforts to do so.

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

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

- D. Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 7 days after the contractor's receipt of payment for that work from the Omnitrans. In addition, Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to his contract is satisfactorily completed.
- E. Contractor must promptly notify Omnitrans whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Omnitrans.

Required Clauses for Awards Exceeding \$10,000

RR-07

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

Applicability to Contracts

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

Flow Down

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

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

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

- c. **Waiver of Remedies for any Breach** In the event that Omnitrans elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Omnitrans shall not limit Omnitrans remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

- d. **Termination for Default (Construction)** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, Omnitrans may terminate this contract for default. Omnitrans shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, Omnitrans may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to Omnitrans resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Omnitrans in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The contractor, within [10] days from the beginning of any delay, notifies Omnitrans in writing of the causes of delay. If in the judgment of Omnitrans, the delay is excusable, the time for completing the work shall be extended. The judgment of Omnitrans shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Omnitrans.

Required Clauses for Awards Exceeding \$25,000

RR-08

SUSPENSION AND DEBARMENT*

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

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

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

Awards Exceeding \$100,000 by Statute

RR-09

COMPLIANCE WITH FEDERAL LOBBYING POLICY *

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

RR-010

CLEAN WATER AND CLEAN AIR REQUIREMENTS*

A. CLEAN WATER REQUIREMENTS

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

B. CLEAN AIR

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and all applicable Clean Air

Standards of the State of California or any state or local agency having jurisdiction. Contractor shall report each violation to Omnitrans. Omnitrans will, in turn, report each violation as required to FTA, the appropriate EPA Regional Office and all other agencies having jurisdiction.

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

RR-011

NON-CONSTRUCTION ACTIVITIES

Activities Not Involving Construction. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, and other participant at any tier of the Project, with the employee protection requirements for nonconstruction 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 Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5.

Required Clauses for Awards Exceeding the Simplified Acquisition Threshold (\$150,000)

RR-012

BREACHES AND DISPUTE RESOLUTION 49 CFR Part 18 FTA Circular 4220.1F

Applicability to Contracts

All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down

The Breaches and Dispute Resolutions requirements flow down to all tiers.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the Omnitrans. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to Omnitrans Construction Manager. In connection with

any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of Omnitrans Project Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by Omnitrans, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Omnitrans and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which Omnitrans is located.

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

Transport of Property or Persons

RR-013 FLY AMERICA

A. Applicability

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

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

the requirements of this section in all subcontracts that may involve international air transportation.

NON-CONSTRUCTION ACTIVITIES

Activities Not Involving Construction. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, and other participant at any tier of the Project, with the employee protection requirements for nonconstruction 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 Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5.

MISCELLANEOUS SPECIAL REQUIREMENTS

RR-014

ENERGY CONSERVATION REQUIREMENTS

A. **Applicability**

This Article applies to all federally funded contracts.

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

RR-015

RECYCLED PRODUCTS

A. **Applicability**

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

- B. To the extent practicable and economically feasible, a competitive preference shall be given for products and services that conserve natural resources and protect the environment and are energy efficient.
- C. The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not

limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS ARCHITECTURE AND STANDARDS

To the extent applicable, the Recipient agrees 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.

RR-016 ADA ACCESS

A. Applicability

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

B. Access Requirements for Persons with Disabilities

Contractor shall comply with:

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

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

C. Campaign Contributions

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

**RR-01
WHISTLEBLOWER REQUIREMENTS ***

A. Applicability

This Article applies to all contracts.

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

**RR-02
PUBLIC RECORDS ACT ***

A. Applicability

This Article applies to all contracts.

- B. Except as otherwise provided herein, all records, documents, drawings, plans, specifications, and all other information relating to the conduct of Omnitrans business, including all information and documents submitted by Contractor (“Records”), shall become the exclusive property of Omnitrans and shall be deemed public records. Said Records are subject to the provisions of the California Public Records Act (Government Code §6250 et. seq.). Omnitrans use and disclosure of its records are governed by this Act. Omnitrans will use its best efforts to inform the Contractor of any request for any financial records or documents marked “Trade Secret”, “Confidential” or “Proprietary” provided by Contractor to Omnitrans. Omnitrans will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act.
- C. In the event of litigation concerning the disclosure of any Records, Omnitrans sole involvement will be as a stakeholder, retaining the Records until otherwise ordered by a court. The submitting party, at its sole expense and risk, shall be fully responsible for any and all fees for prosecuting or defending any action concerning the Records and shall indemnify and hold Omnitrans harmless from all costs and expenses including attorney’s fees in connection with any such action.

**RR-03
PRIVACY ACT - 5 U.S.C. 552**

Applicability to Contracts

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

Flow Down

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

Model Clause/Language

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

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

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

RR-04

VETERANS PREFERENCE

Veterans Employment. Contractors working on a capital project funded using FTA assistance shall give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

ND OF REGULATORY REQUIREMENTS