

FORMAL PRODUCT PURCHASE CONTRACT

THIS CONTRACT (or "Agreement") is made and entered into by and between the CITY OF FRESNO, a California municipal corporation, hereinafter called the "City," and Global Traffic Technologies, LLC hereinafter called the "Contractor" or "GTT," as follows:

1. CONTRACT DOCUMENTS. This Contract along with all of its Attachments, including the General Conditions, Federal Requirements, Special Conditions, and Technical Specifications, and any and all drawings, plans, and documents specifically referred to herein and in said Attachments, are hereby incorporated into and made a part of this Contract, and shall be known as the Contract Documents.
2. PRICE. For the estimated monetary consideration of Two-hundred-twenty-three-thousand-eight-hundred-forty-four DOLLARS AND thirty-three CENTS (\$223,844.33) Contractor promises and agrees to furnish or cause to be furnished, in a new and working condition, and to the satisfaction of City, all of the items as set forth in the Contract Documents.
3. PAYMENT. City accepts Contractor's quote of \$223,844.33 and agrees to pay the consideration stated, at the times, in the amounts, and under the conditions specified in the Contract Documents, unless the amount differs solely due to the final sales tax calculation. Contractor agrees to accept electronic payment from City.
4. INDEMNIFICATION: To the furthest extent allowed by law, including California Civil Code section 2782 (if applicable), Contractor shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including, but not limited to personal injury, death at any time and property damage) incurred by City, Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly out of performance of this Contract. Contractor's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or by the willful misconduct, of City or any of its officers, officials, employees, agents or volunteers.

If Contractor should subcontract all or any portion of the work to be performed under this Contract, Contractor shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

5. LIMITATION OF LIABILITY: IN NO EVENT WILL GTT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER ASSERTED IN TORT, CONTRACT, WARRANTY, STATUTORY OR OTHER THEORY OF LIABILITY. GTT SHALL ALSO NOT BE LIABLE FOR ANY PERSONAL INJURY, WRONGFUL DEATH OR PROPERTY DAMAGES CAUSED BY OR ARISING FROM ANY ALLEGED DEFECT, NON-CONFORMANCE, OR FAILURE OF ITS SYSTEMS TO FUNCTION, OPERATE OR PERFORM, WHETHER ASSERTED IN WARRANTY, CONTRACT, TORT OR OTHER THEORY OF LIABILITY. IN ANY EVENT, GTT SHALL BE SOLEY LIABLE FOR ACTUAL DAMAGES CAUSED BY GTT'S BREACH AND GTT'S TOTAL LIABILITY HEREUNDER, REGARDLESS OF THE LEGAL THEORY, WILL NOT EXCEED THE AMOUNT PAID TO GTT PURSUANT TO THE RESPECTIVE ORDER FOR PRODUCTS AND SERVICES IN THE ONE YEAR IMMEDIATELY PRECEDING THE START OF THE EVENT GIVING RISE TO THE CLAIM. IN NO EVENT WILL GTT BE REQUIRED TO INDEMNIFY CUSTOMER OR ANY OTHER PARTY. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF OR ALLEGING EITHER A BREACH OF ANY WARRANTY OR A BREACH OF ANY CONTRACTUAL TERM OR LEGAL DUTY BY GTT MAY BE BROUGHT MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES.

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year here below written, of which the date of execution by City shall be subsequent to that of Contractor's, and this Contract shall be binding and effective upon execution by both parties.

GLOBAL TRAFFIC TECHNOLOGIES, LLC

By: [Signature]

Name: Nicole Rennalls

Title: President

Dated: 5-17-2019

By: [Signature]

Name: Mike Haldane

Title: Vice President, Marketing

Dated: 5-16-19

CITY OF FRESNO,
a California municipal corporation

By: _____

Melissa Perales, Purchasing Manager Finance Department

Dated: _____

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: _____

Deputy

APPROVED AS TO FORM:
City Attorney's Office

By: [Signature]

Date 5/21/19
Deputy City Attorney

Attachments:

- A- General Conditions
- B- Federal Requirements
- C- Special Conditions
- D- Proposal Specifications
- E- Product Details
- F- Additional Terms, Conditions and definitions
- G- Supplemental Statement of Work
- H- Warranty

City address:

City of Fresno
Attention: Melissa Perales, Purchasing Manager
2600 Fresno Street, Room 2156
Fresno, CA 93721

ATTACHMENT A

FORMAL PRODUCT PURCHASE CONTRACT FOR ON-BOARD VEHICLE TRAFFIC SIGNAL PRIORITY EQUIPMENT

GENERAL CONDITIONS

1. DEFINITIONS: Wherever used in the Specifications, including the Instructions to Bidders and the Bid Proposal, or any of the Contract Documents, the following words shall have the meaning herein given, unless the context requires a different meaning.
 - A. "Bidder" shall mean and refer to each person or other entity submitting a bid proposal, whether or not such person or entity shall become a Seller by virtue of award of a Contract by the City.
 - B. "City," "Buyer," "Owner," "Vendee" and "City of Fresno" shall each mean and refer to the City of Fresno, California.
 - C. "Contract" and "Contract Documents" shall each mean and refer to these Specifications, including the Instructions to Bidders, the Bid Proposal and any addenda thereto, the Agreement and other standard Specifications, City's Specifications and other papers and documents incorporated by reference into or otherwise referred to in any of the foregoing documents, whether or not attached thereto.
 - D. "Contractor," "Seller," "Supplier" and "Contractor" shall each mean and refer to each person or other entity awarded a Contract hereunder and named or to be named in the Agreement with the City to furnish the goods or services, or both, to be furnished under the Contract.
 - E. "Council" and "City Council" shall each mean and refer to the Council of the City.
 - F. "Goods" and "Merchandise" shall each mean and refer to the equipment, material, article, supply or thing to be furnished by the Seller under the Contract.
 - G. "Purchasing Manager" shall mean and refer to the Purchasing Manager of the City.
 - H. "Specifications" shall mean and refer to all of the Contract Documents.
 - I. "Working day" shall mean and refer to City regular business day.
2. PRODUCTS LIABILITY INSURANCE: If these Specifications are for equipment with moving parts, the Contractor shall maintain, and provide the City of Fresno with verification of, manufacturer's products liability insurance policy in excess of \$1,000,000 on said Bid Item(s) equipment.
3. INDEMNIFICATION BY CITY: City shall indemnify, defend and hold harmless GTT and its officers, directors, employees, agents, representatives, subsidiaries, parents, affiliates, vendors, resellers, independent contractors, successors and permitted assigns (collectively, "GTT Indemnified Parties") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and attorneys' fees and the costs of enforcing any right to indemnification under this Agreement and the attorneys' fees and cost of pursuing any insurance providers, incurred by GTT Indemnified Parties or awarded against GTT Indemnified Parties relating to, arising out of, or resulting from: (1) any claim of a third party arising out of or occurring in connection with Customer's gross negligence, willful misconduct, violation of any applicable law or regulation, or breach of this Agreement; or (2) the ownership, licensing, selection, possession, leasing, renting, operation, control, use, maintenance, delivery, return, or other disposition of the Products or Services that results in any personal injury, wrongful death, or property damage resulting in relation to the use of the Products or Services.

This section shall survive termination or expiration of this Contract.

4. WORKMANSHIP GUARANTY: The workmanship of the goods or services provided to the City by the Contractor will be in accordance with generally accepted industry standards.
5. WARRANTY: For the purchase of equipment and material, the Contractor, unless otherwise provided in the Specifications, shall guarantee all items furnished in accordance with the standard guarantee offered by the Contractor to cities and consumers of the product, included herein as Attachment H.
6. PRECEDENCE OF CONTRACT DOCUMENTS: The order of precedence of documents shall be: (1) Rules and Regulations of Federal Agencies relating to the source of funds for this purchase; (2) Supplemental agreements, Change Orders, or Contract the one dated later having precedence over another dated earlier; (3) Special Conditions; (4) General Conditions; (5) Technical Specifications. To the extent that the terms of Attachment F contradict the terms of Attachment A, Attachment A will govern. Whenever any conflict appears in any portion of the Contract, it shall be resolved by application of the order of precedence.
7. CONTRACT DOCUMENTS: Upon award of the Contract, the Contractor shall execute and submit all required documents (which will include the "Contract," a sample of which is included in these Specifications on page 1.10) to the Purchasing Manager, 2600 Fresno Street, Room 2156, Fresno, California 93721 in a form acceptable to the City of Fresno within 15 calendar days (except in the event federal funding is applicable to this Contract, then 10 working days) from the date of Notice of Award. Failure to provide said documents within the designated period shall be sufficient cause to forfeit the Contractor's bid deposit and initiate a departmental recommendation to the Council to award the Contract to the next lowest responsive and responsible Bidder.
8. ASSIGNMENT OF PAYMENT: Contractor hereby agrees it will not assign the payment of any monies due it from the City under the terms of this Contract to any other individual(s), corporation(s) or entity(ies). The City retains the right to pay any and all monies due Contractor directly to Contractor.
9. PATENTS: For the purchase of equipment and material, the Contractor shall hold the City of Fresno, its officers and employees, harmless from any and all liability for damages arising out of the use of any third party patented material, equipment, device or process incorporated into or made a part of or required by the manufacturer's specifications to be used on or in connection with the material, equipment or supplies purchased by the City pursuant to these Specifications, and Contractor agrees, by submission of a proposal hereunder, to defend the City, at Contractor's sole expense, in any action or suit for damages or injunctive relief on account of any allegedly unauthorized use of or infringement of patent rights on any patented material, equipment, device or process, if the City is named as a defendant in any such action or suit.
10. INTELLECTUAL PROPERTY:
 - A. Definition of Intellectual Property. "Intellectual Property" shall mean all intellectual property and industrial property rights and assets, however arising, pursuant to the laws of any jurisdiction throughout the world, whether registered or unregistered, including without limitation any and all: (a) trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, sponsorship, association or origin, together with the goodwill connected with the use of and symbolized by and all registrations, applications and renewals for, any of the foregoing; (b) works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights, author, performer, moral and neighboring rights and all registrations, applications for registration and renewals of such copyrights; (c) inventions, discoveries, trade secrets, business and technical information and know-how, databases, data collections and other confidential information and all rights therein; (d) patents (including all reissues, divisionals, provisionals, continuations and continuations-in-part, re-examinations, renewals, substitutions and extensions thereof), patent applications and other patent rights and any other

governmental authority-issued indicia of invention ownership (including inventor's certificates, petty patents and patent utility models); and (e) software and firmware, including data files, source code, object code, scripts, mark-up language, application programming interfaces, architecture, files, records, schematics, computerized databases and other related specifications and documentation.

- B. Deliverables. The term "Deliverables" shall include only materials and services delivered to Customer by GTT that are expressly identified in ATTACHMENT A or any subsequent schedules, if any ("Deliverables"). Unless otherwise stated in ATTACHMENT G or any subsequent schedules, GTT owns and to the extent not owned, is hereby assigned by Customer, all right, title and interest in all Deliverables including without limitation all Intellectual Property in and to such Deliverables. Subject to the terms of this MSA, GTT grants a limited, non-exclusive, royalty-free license to Customer to the Deliverables and GTT Intellectual Property related to the Deliverables solely to extent and term necessary for Customer to use the Deliverables as contemplated under ATTACHMENT G or the applicable subsequent schedules.

11. OSHA COMPLIANCE: For the purchase of equipment and material, the items covered by this Contract must conform with the Safety Orders of the State of California, Division of Industrial Safety, pursuant to the California Occupational Safety and Health Act, and the Federal Standards established by the Occupational Safety and Health Act of 1970, and their present and future amendments during the term of this Contract. In the event of a conflict between such Safety Orders and Federal Standards, the items shall conform to the respective Order or Standard which is more restrictive.
12. RECYCLING PROGRAM: In the event Contractor maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, Contractor at its sole cost and expense shall:
 - A. Immediately establish and maintain a viable and ongoing recycling program, approved by City's Solid Waste Management Division, for each office and facility. Literature describing City recycling programs is available from City's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.
 - B. Immediately contact City's Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit and cooperate with such Division in their conduct of the audit for each office and facility.
 - C. Cooperate with and demonstrate to the satisfaction of City's Solid Waste Management Division the establishment of the recycling program in paragraph (i) above and the ongoing maintenance thereof.
13. DELIVERY AND EXTENSIONS: Delivery terms are F.O.B. Shipment. INCOTERMS 2010 will govern this Contract. If Contractor is delayed making delivery by any conditions or events beyond the reasonable control of Contractor and without its fault or negligence such as acts of God or the public enemy, acts of City in its contractual capacity or otherwise, illegal strikes, boycotts or like illegal obstructive action by employee or labor organizations, illegal general lockouts or other defensive action by employers, whether general or by organizations of employers, fires, floods, epidemics, quarantine restrictions, and delays of common carriers; Contractor shall have no claim for damages against City for any such cause of delay, but shall in such cases be entitled to such extension of time as shall reasonably compensate for actual loss of time occasioned thereby, upon application to said City Manager for such extension; provided, that no such extension of time shall be granted unless Contractor shall have notified the Purchasing Manager in writing, of the condition or event which is expected to cause a delay in delivery and the actual or estimated number of days of delay anticipated on account thereof, within one week after the commencement or occurrence of the condition or event. Contractor shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Purchasing Manager of the cessation of such occurrence. The decision of said City Manager as to the number of additional days, if any, to be allowed for completion of delivery on account of such condition or event, shall be given in writing to Contractor.
14. PAYMENT: Unless otherwise provided in the Specifications, payment of the Contract price shall be made by City to

Contractor in lawful money of the United States by warrant of City issued and delivered to Contractor in the ordinary course of City business promptly after completion of delivery of the specified item(s) and their acceptance by City.

15. TERMINATION FOR CONVENIENCE: The City reserves the right to terminate this Contract upon 60 calendar days' prior written notice to the Contractor. In the event of such termination, the Contractor shall be paid for satisfactory service performed and for any Goods manufactured for City which could not reasonably be resold by Contractor in the ordinary course of business to the date of termination.
16. TERMINATION FOR NON-PERFORMANCE: If Contractor shall (i) materially breach any of its obligations under this Contract (including, without limitation, the failure to meet quality standards or to complete delivery, within the time specified herein, of all or any part of the materials, equipment, supplies or services to be provided under the Contract), and (iii) fail to commence and diligently pursue reasonable efforts to cure such breach within thirty (30)) calendar days after written notice by the City specifically describing the breach; the City Manager or his/her designee, acting for and on behalf of the City, may at any time after the expiration of the time for delivery, terminate the Contract as to the whole thereof, or in the event partial delivery has been made and Accepted (defined herein), as to such items or service to be furnished which have not been delivered or Accepted prior to such termination. Such termination shall be effective upon receipt by Contractor of written notice of termination from said City Manager or his/her designee, which notice shall be deemed to have been received by Contractor, if mailed, within forty-eight hours to Contractor's address as contained in the Contractor's Bid Proposal or, if personally delivered, upon the delivery thereof to Contractor, the authorized representative of Contractor, or to the Contractor's said address.

The Contractor may terminate this Contract if City materially breaches any of its obligations under this Contract and fails to commence and diligently pursue reasonable efforts to cure such breach within fourteen (14) calendar days after written notice by the Contractor specifically describing the breach. Such termination shall be effective upon receipt by City of written notice of termination from Contractor, which notice shall be deemed to have been received by City, if mailed, within forty-eight hours to City's address as contained on the signature page of the Contract or, if personally delivered, upon the delivery thereof to the authorized representative of City or to City's said address.

17. NOTICES: Except as otherwise expressly provided in the Specifications, any notice required or intended to be given to either party under the terms of this Contract shall be in writing and shall be deemed to be duly given if delivered personally or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of the Bid Proposal in the case of the Contractor and at the address set forth on the signature page of the Contract in the case of the City, or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.
18. BINDING: Subject to the following section, once this Contract is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.
19. ASSIGNMENT: The Contract is personal to the Contractor and there shall be no assignment, transfer, sale, or subcontracting by the Contractor of its rights or obligations under the Contract without the prior written approval of the City. Any attempted assignment, transfer, sale or subcontracting by the Contractor, its successors or assigns, shall be null and void unless approved in writing by the City.
20. COMPLIANCE WITH LAW: In providing the services required under this Contract, Contractor and its subcontractors shall at all times comply with all applicable laws of the United States, the State of California and City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Contract.
21. WAIVER: The waiver by either party of a breach by the other of any provision of this Contract shall not constitute a

continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Contract. No provisions of this Contract may be waived unless in writing and signed by all parties to this Contract. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

22. HEADINGS: The section headings in this Contract are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Contract.
23. SEVERABILITY: The provisions of this Contract are severable. The invalidity, or unenforceability of any one provision in this Contract shall not affect the other provisions.
24. INTERPRETATION: The parties acknowledge that this Contract in its final form is the result of the combined efforts of the parties and that, should any provision of this Contract be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Contract in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.
25. ATTORNEY'S FEES: If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of the Contract, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.
26. EXHIBITS: Each exhibit and attachment referenced in this Contract is, by the reference, incorporated into and made a part of this Contract.
27. CUMULATIVE REMEDIES: No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
28. NO THIRD-PARTY BENEFICIARIES: The rights, interests, duties and obligations defined within this Contract are intended for the specific parties hereto as identified in the preamble of this Contract. Notwithstanding anything stated to the contrary in this Contract, it is not intended that any rights or interests in this Contract benefit or flow to the interest of any third parties other than expressly identified within this section. The parties do intend that in the event that the State of California is funding the purchase hereunder, that the State of California be a third-party beneficiary under this Contract and all rights, interest and benefits of this Contract accrue to the State.
29. FUNDING: This Contract is contingent on the appropriation of funds by City. Should funds not be appropriated, this Contract may be terminated by City upon prior written notice to Contractor notwithstanding any other provision of these General Conditions.
30. GOVERNING LAW AND VENUE: The Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of the Contract and any rights and duties hereunder shall be Fresno County, California.
31. EXTENT OF CONTRACT: Each party acknowledges that they have read and fully understand the contents of this Contract. This Contract represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral.
32. MODIFICATIONS AND CHANGE ORDERS: This Contract may be modified only by written instrument duly authorized and executed by both City and Contractor in accordance with City's current applicable contract change order resolution, as may be revised. The City reserves the right to add, modify or delete items from the Contract including, without limitation, the Special Conditions and Technical Specifications. Any such changes shall be made only by means of a formal change order signed by both the City and the Contractor.

ATTACHMENT B

FORMAL PRODUCT PURCHASE CONTRACT FOR ON-BOARD VEHICLE TRAFFIC SIGNAL PRIORITY EQUIPMENT FEDERAL REQUIREMENTS

FEDERAL GOVERNMENT CONDITIONS

This contract is subject to a financial assistance contract between the City of Fresno and the Federal Transit Administration, which requires that this contract contain the following clauses:

NO GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Local Governments

In accordance with 49 CFR 18.36(i), the Contractor agrees to provide the City, 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 that are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 USC 5302(a)1, which is receiving federal financial assistance through the programs described at 49 USC 5307, 5309 or 5311.

State Governments

In accordance with 49 CFR 633.17, the Contractor agrees to provide the City, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 USC 5302(a)1, which is receiving federal financial assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Federal Funding, Incorporation of FTA Terms and Federal Changes

The preceding provisions include, in part, certain standard terms and conditions required by the Department of Transportation, whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F or its successors are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act or refuse to comply with any

City of Fresno requests that would cause **City of Fresno** to be in violation of the FTA terms and conditions.

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. And U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307(n)(1) on the contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

(1) Where the Purchaser is a local government and is the FTA Recipient in accordance with 49 CFR 18.36(i), the Contractor agrees to provide the Purchaser, 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'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.

(2) Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 CFR 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the 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. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

(3) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, an hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 CFR 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents,

papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

(4) Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)(1)) through other competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, 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.

(5) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(6) The Contractor agrees to 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 the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representative, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

(7) FTA does not require the inclusion of these requirements in subcontracts.

FEDERAL CHANGES

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

TERMINATION

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

CIVIL RIGHTS

(1) Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 20000d, 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, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract.

(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, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulation, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246

Relating to Equal Employment Opportunity, "42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. In addition, the Contractor agrees to 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, the contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to 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, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "regulations to Implement the Equal employment Provisions of the Americans with Disabilities Act, "29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(1) This Agreement is subject to the requirements of 49 U.S.C. §5332, as stated in Section 12.a, and 49 CFR Part 26 "Participation by Disadvantaged Business Enterprises in Department of Transportation Finance Assistance Programs. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement and Contractor assures that it will comply with all applicable requirements thereof and will not discriminate on the basis of race, color sex or national origin in performance of this Agreement and in the entering into subcontracts for the performance of work hereunder.

(2) Contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of subcontracts under this Agreement. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform subcontracts. Failure by contractor to carry out these requirements is a material breach of this Agreement which may result in its termination or such other remedy as City deems appropriate.

(3) The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. City's goal for participation of Disadvantaged Business Enterprises (DBE) is 13%.

Contractor agrees to incorporate the above paragraphs in all subcontracts and further require all subcontractors and all subsequent subcontractors of subcontractors be required to incorporate it into their contracts.

INCORPORATION OF FTA TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any City of Fresno request, which would cause the City of Fresno to be in violation of the FTA terms and conditions.

Flow Down – The incorporation of FTA terms has unlimited flow down.

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

No contract shall be made with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension" and 49 CFR part 29. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency (31 U.S.C. Chapter 61).

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA (FOR AWARDS EXCEEDING \$150,000)

The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The certificate titled *Buy America Certification* must be completed and returned with your bid. This certificate is located at the end of this Attachment.

RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION

(1) The validity of this Agreement and of any of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of California. In the event of litigation between the two parties, proper venue shall be laid in a court of competent jurisdiction in the County of Fresno, State of California.

(2) Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s Maintenance Manager. This decision shall be final and conclusive unless with ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Maintenance 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 the Maintenance Manager shall be binding upon the contractor and the Contractor shall abide by the decision.

(3) Pending final resolution of a dispute in hereunder, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the City's decision.

LOBBYING

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$150,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$150,000 and that all such subrecipients shall certify and disclose accordingly.

The certificate titled *Non-Lobbying Certification* must be completed and returned with your bid. This certificate is located behind the bid form page 18.

CLEAN AIR

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

CLEAN WATER

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

CARGO PREFERENCE REQUIREMENTS – (IF SHIPPING BY OCEAN VESSEL)

Use of United States-Flag Vessels. The Contractor agrees:

- (1) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.
- (2) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington D.C. 20590 and the FTA recipient (through the Contractor in the case of a subcontractor's bill-of lading.)
- (3) to include these requirements in all subcontracts issued pursuant to the contract when the subcontract may involve the transport of equipment, materials, or commodities by ocean vessel.

FLY AMERICA – (When property or persons covered under this contract are transported by air between U.S. and foreign destinations or between foreign locations)

The 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 subrecipients 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. The 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. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Flow Down – The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

ENERGY CONSERVATION

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

Flow Down – The Energy Conservation requirements extend to all third-party contractors and their contracts at every tier and subrecipients and their sub-agreements at every tier.

RECYCLED PRODUCTS

Applicable to: *The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. These regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000.*

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.

AMERICANS WITH DISABILITIES ACT (ADA)

The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Contractor agrees to comply with applicable implementing Federal regulations and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing.

FEDERAL TRANSIT ADMINISTRATION (FTA) PROTEST PROCEDURES

A protestor wishing to file a protest with FTA should consult FTA Circular 4220.1F for details on FTA's bid protest procedures. FTA will only review protests regarding the alleged failure of the grantee to have written protest procedures or alleged failure to follow such procedures. Alleged violations of a specific federal requirement that provides an applicable complaint procedure shall be submitted and processed in accordance with that federal regulation. Alleged violations on other grounds are under the jurisdiction of the appropriate state or local administrative or judicial authorities.

Protests must be filed with FTA (with a concurrent copy to FAX) within five (5) days after FAX renders a final decision or five (5) days after the protestor knows or has reason to know that FAX failed to render a final decision. After five (5) days, FAX will confirm with FTA that FTA has not received a protest on the contract in question.

Circular 4220.1F is available for review at FAX offices. A copy can be obtained from FTA on the FTA's website at http://www.fta.dot.gov/legislation_law/12349_8641.html.

FAX shall not be responsible for any protest not filed in a timely manner with FTA. FTA's decision on any appeal will be final. FTA will consider no further appeals.

SUSPENSION AND DEBARMENT

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to 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.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by FAX. If it is later determined that the contractor knowingly rendered an erroneous certification, in addition to remedies available to FAX, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

INTELLIGENT TRANSPORTATION SYSTEMS (ITS)

The Contractor agrees to conform to the National Intelligent Transportation Systems Architecture requirements of 23 U.S.C. § 517(d), unless it obtains an exemption from those requirements, and to follow FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455, January 8, 2001, and all other applicable federal guidance.

NONLOBBYING CERTIFICATION

Contractor shall complete and return with the Contract Documents the form on page 18, *Non lobbying Certification*. See Section 2 of Division III, Federal Requirements, of these Specifications. As part of the federal requirements, Contractor shall also include the form in its subcontract documents, and comply with 40 CFR Part 34, 49 CFR Part 19, and 49 CFR Part 20. Certifications forms submitted by subcontractors who are awarded a construction subcontract shall be provided to City and retained for audit purposes.

CONTRACTOR'S NAME: Global Traffic Technologies, LLC

(Submit with Contract Documents)

NON LOBBYING CERTIFICATION

LOBBY RESTRICTIONS

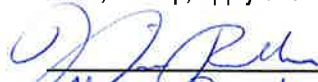
Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$150,000). The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$150,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$150,000 for each such expenditure or failure.]

The Contractor, Global Traffic Technologies, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.



Nicole Pennalis, GTT President
5-17-2019

Signature of Contractor's Authorized Official
Name and Title of Contractor's Authorized Official
Date
Firm Address/ Phone Number/ Email Address

CONTRACTOR'S NAME: Global Traffic Technologies, LLC
(Submit with Contract Documents)

NON DISCRIMINATION CLAUSE

1. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), marital status, age (over 40) or denial of family care leave. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900 (a-f), set forth in Chapter 5 of Division 4 of Title 2 or the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
2. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

THE UNDERSIGNED CERTIFIES THAT THE CONTRACTOR WILL COMPLY WITH THE ABOVE REQUIREMENTS.

CONTRACTOR OR
SUBCONTRACTOR NAME: Global Traffic Technologies, LLC

CERTIFIED BY:

NAME: Nicole Pennells TITLE: President

SIGNATURE:  DATE: 5-17-2019

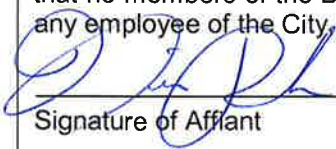
NONCOLLUSION AFFIDAVIT

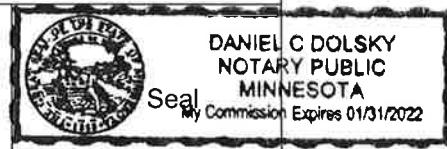
In accordance with Title 23 United States Code, Section 112 and Public Contract Code, Section 7106, the Bidder declares under penalty of perjury under the laws of the State of California that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the City of anyone interested in the proposed Contract; that all statements contained in the Bid Proposal are true; and, further, that the Bidder has not, directly or indirectly, submitted his/her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

The above Noncollusion Affidavit is part of the Bid Proposal. Signing this Bid Proposal on the signature page thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false declaration may subject the certifier to criminal prosecution.

This affidavit is to be filled out and executed by the Bidder; if a corporation makes the bid, then by its properly executed agent. The name of the individual swearing to the affidavit should appear on the line marked "Name of Affiant." The affiant's capacity, when a partner or officer of a corporation, should be inserted on the line marked "Capacity." The representative of the Bidder should sign his or her individual name at the end, not a partnership or corporation name, and swear to this affidavit before a notary public, who must attach his or her seal.

State of <u>Minnesota</u> , County of <u>Washington</u>	
I, <u>Nicole Pennells</u> , being first duly sworn, do hereby state that (Name of Affiant)	
I am _____ (Capacity)	President of <u>Global Traffic Technologies, LLC</u> (Name of Firm, Partnership or Corporation)
whose business is <u>7800 3rd Street, North, St. Paul, MN 55128</u>	
and who resides at <u>80 Broadway St, Minneapolis, MN 55413</u>	
and that <u>Global Traffic Technologies, LLC</u> (Give names of all persons, firms, or corporations interested in the bid)	
is/are the only person(s) with me in the profits of the herein contained Contract; that the Contract is made without any connection or interest in the profits thereof with any persons making any bid or Bid for said Work; that the said Contract is on my part, in all respects, fair and without collusion or fraud, and also that no members of the Board of Trustees, head of any department or bureau, or employee therein, or any employee of the City, is directly or indirectly interested therein.	
 Signature of Affiant	<u>5-17-2019</u> Date
Sworn to before me this <u>17</u> day of <u>May</u> , 20 <u>19</u> .	
Notary public My commission expires <u>1-31-22</u>	



BUY AMERICA CERTIFICATION

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it **WILL MEET** the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date 5-17-2019

Signature [Signature]

Company Name GTT

Title President

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The contractor hereby certifies that it **CANNOT** comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

ATTACHMENT C

FORMAL PRODUCT PURCHASE CONTRACT FOR ON-BOARD VEHICLE TRAFFIC SIGNAL PRIORITY EQUIPMENT SPECIAL CONDITIONS

DELIVERY

Minimum value of orders placed to be delivered to the City will be __N/A____. No minimum value will be guaranteed for will call orders. Cancellation of backorders is not acceptable.

Except as otherwise expressly provided herein, delivery(ies) shall be made within thirty (30) calendar days from the respective City notification of release of goods against this Contract. The Contractor must fill orders in their entirety within sixty (60) calendar days or must receive written approval from the City for an extension of the delivery date. **Any goods deemed by the City to be defective, or any wrong parts shipped in error, must be replaced within twenty-one (21) calendar days of notification. The City must be notified forty-eight (48) hours in advance of delivery or shipment may be refused.**

Delivery of items is to be F.O.B. SHIPMENT, FREIGHT PREPAID AND ALLOWED, to:

2223 "G" Street
FAX Maintenance - ATTN: Susan Rogers
Fresno, CA 93706

Delivery is to be made between the hours of 8:00 A.M. and 3:30 P.M. and during regular City of Fresno working days. Notice is to be given 48 hours prior to delivery.

NON-DELIVERY

If the Contractor fails to meet delivery requirements, the City may, but is not obligated to, procure the goods from another source and recover any loss occasioned thereby (including, without limitation, any increase in cost and liquidated damages for Contractor's delay up to date of delivery and acceptance by City of goods from another source), from any unpaid balance due the Contractor or through reduction of future invoices. Otherwise, Contractor will reimburse City within 30 days of receipt of invoice from the City. The price paid by the City shall be considered the prevailing market price at the time purchase is made. City will notify Contractor of any decision to procure the goods from another source. Such notification may be by telephone, electronic mail, or facsimile to Contractor or Contractor's authorized representative.

LIQUIDATED DAMAGES

Time of delivery is of the essence, and the City and Contractor, by executing the Contract, each agree that actual damages to the City, and actual damages for the inconvenience and loss which will flow to the inhabitants of the City, from any delay in delivery beyond the date or dates provided herein, or portions thereof, are extremely difficult or impossible to determine, and, accordingly, it is agreed that the Contractor shall be liable for and shall pay to the City, as fixed, agreed, and liquidated damages, and not as a penalty the sum _____ \$100 _____ per day for each calendar day of delay in delivery of item(s) from the maximum delivery date as specified herein (unless such a delay arises from Attachment A, Section 12 of this Agreement) or in any other written extension of time granted by the City. Such payment due the City will be deducted by the City from any payments due to the Contractor for item(s) delivered. Otherwise, Contractor will reimburse City within 30 days of receipt of invoice from the City.

PAYMENT

The Contractor shall be eligible for progress payments upon delivery and Acceptance of any number of items.

The Contractor must invoice the correct department in the City of Fresno, Department of Transportation – Fresno Area Express Maintenance, in order to initiate the payment process. Invoices shall be supplied in duplicate and conspicuously displayed with the City of Fresno Purchase Order Number and shall be sent to:

City of Fresno
2223 "G" Street
FAX Maintenance - ATTN: Susan Rogers
Fresno, CA 93706

ATTACHMENT D

FORMAL PRODUCT PURCHASE CONTRACT FOR ON-BOARD VEHICLE TRAFFIC SIGNAL PRIORITY EQUIPMENT

PROPOSAL SPECIFICATION

GENERAL

- (a) It is the purpose and intent of these Specifications to describe the minimum requirements for on-board vehicle traffic signal priority equipment, to be used by the Transportation Department within the City of Fresno.
- (b) All items not specifically mentioned which are required for a complete unit shall be included in the unit bid price.
- (c) All equipment and accessories to be furnished must be new and in current production. All products shall conform in design, strength, quality of material and workmanship to current industry standards.
- (d) Each bid shall be accompanied by a copy of any applicable manufacturer's Published Price List or website, and two copies of the manufacturer's descriptive literature and specifications or website, including a copy of the manufacturer's standard warranty.
- (e) All equipment and accessories shall comply with regulations of the Federal Occupational Safety and Health Administration (OSHA) and the California Occupational Safety and Health Administration (Cal/OSHA), whichever is more restrictive.
- (f) Installation is not included in this procurement.
- (g) Technical support shall be provided for all products defined in this technical bid specification at no additional cost for the life of the product.

ITEM QTY DESCRIPTION

SEE ATTACHMENT E FOR LINE ITEM DETAILS

			<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1.	20	Opticom Model 4010 Vehicle Computer - 76-1000-1298-0	\$ 1,650.00	\$ 33,000.00
2.	20	Opticom Model 2101 Series Vehicle Kit - 76-1000-1156-0	\$ 1,000.00	\$ 20,000.00
3.	20	Preemption/priority TSP Software - 76-1000-1350-0	\$ 1,000.00	\$ 20,000.00
4.	20	Automated Schedule (ASM) - 76-1000-1297-0	\$ 1,500.00	\$ 30,000.00
5.	20	Vehicle Management - 76-1000-1308-0	\$ 150.00	\$ 3,000.00
6.	20	5 yr. Extended Warranty for Vehicle Computer – 76-1000-1298-0-W	\$ 1,897.50	\$ 37,950.00
7.	20	5 yr. Extended Warranty for GPS Preemption Kit (LP) - Series 200076-1000-1156-0-W	\$ 1,150.00	\$ 23,000.00
8.	20	Annual SW Maintenance: Preemption/Priority	\$ 750.00	\$ 15,000.00
9.	20	Annual SW Maintenance: ASM	\$ 1,125.00	\$ 22,500.00
10.	20	Annual SW Maintenance: Vehicle Management	\$ 112.50	\$ 2,250.00

SALES TAX (7.975%) \$ 16,484.33

TOTAL NET AMOUNT: \$ 223,184.33

Total Net Amount is two-hundred-twenty-three-thousand-one-hundred-eighty-four Dollars

and thirty-three Cents, unless the amount differs solely due to the final sales tax calculation.

ATTACHMENT E

FORMAL PRODUCT PURCHASE CONTRACT FOR ON-BOARD VEHICLE TRAFFIC SIGNAL PRIORITY EQUIPMENT

PRODUCT DETAILS

Opticom Model 4010 Vehicle Computer - 76-1000-1298-0 - A universal vehicle computer to load software to assist priority vehicles through signalized intersections by providing right-of-way to the transit vehicle if behind schedule.

Opticom Model 2101 Series Vehicle Kit - 76-1000-1156-0 - GPS receiver/emitter, which obtains information about bus's location and sends this information to the intersection equipment to assist vehicle in receiving priority through an intersection if behind schedule.

Preemption/priority TSP Software - 76-1000-1350-0 - Manages the receiving and sending of bus location and request for priority through an intersection when it has fallen behind schedule.

Automated Schedule (ASM) - 76-1000-1297-0 – Turns the priority control system on based on the bus's schedule, dwell time, etc., as the bus traverses down the corridor and through intersections, assisting the bus to stay on schedule.

Vehicle Management - 76-1000-1308-0 – Assists in managing the vehicle's priority control system.

5 yr. Extended Warranty for Vehicle Computer – 76-1000-1298-0-W - Extends the original 5-year warranty to a 10-year warranty. Should an Opticom component fail within the first ten years after purchase, GTT will repair or replace the product at no charge to FAX.

5 yr. Extended Warranty for GPS Preemption Kit (LP) - Series 2000 – 76-1000-1156-0-W - Extends the original 5-year warranty to a 10-year warranty. Should an Opticom component fail within the first ten years after purchase, GTT will repair or replace the product at no charge to FAX.

Annual Software Maintenance: Preemption/Priority - See Note "A" for details.

Annual Software Maintenance: Advance Schedule Management - See Note "A" for details.

Annual SW Maintenance: Vehicle Management - See Note "A" for details.

Note A: Software maintenance/support contracts include remote troubleshooting and support provided via the telephone and online channels, as well as installation assistance and basic usability assistance.

ATTACHMENT F

ADDITIONAL TERMS, CONDITIONS AND DEFINITIONS

1. DEFINITIONS.

A. "Customer" – as used herein, means any purchaser or user of any of GTT's products and/or services, including but not limited to, contractors, dealers, end users and original equipment manufacturers.

B. "Products" – as used herein, means any hardware and/or software, excluding any software offered as a service, as specified in any schedule, purchase order or otherwise, regardless of whether such Products are purchased, leased, or subscribed to.

C. "Software" – as used herein, means the executable code made available to Customer as a perpetual license, including documentation and to the extent software maintenance is kept current, software updates.

D. "Services" – as used herein is defined as the services provided by GTT or its subcontractors as outlined in the Agreement, which may include but are not limited to:

"Up-Front Services" – as used herein, means the Services provided initially that are necessary to achieve First Productive Use (defined herein):

- a. Site survey (intersections and/or vehicles) – GTT will survey Customer's intersections and vehicles to determine current infrastructure and needs, including wiring, hardware mounting locations and other key information necessary to ensure a successful deployment. For avoidance of doubt, Customer agrees to make vehicles and intersections available to GTT to enable the site survey.
- b. Project management – GTT will assign a project manager to work with Customer to create a project plan and then manage the resources deployed to execute the plan.
- c. Installation (intersections) – GTT will install, configure and test phase selectors, modems, radios, antennas and/or cables, including testing to ensure proper operation and in preparation for Final Testing (defined herein).
- d. Installation (vehicles) – GTT will install, configure and test vehicle kits, computers, modems, radios, antennas, cables and/or software, including testing to ensure proper operation and in preparation for Final Testing.
- e. Training (2 days, 1 trainer; includes travel) – GTT will provide two days of training at the Customer's location. Customer may have an unlimited number of participants so long as they are employees or representatives of Customer. Customer must provide the training room and any needed audio/visual equipment.
- f. Engineering services – GTT will provide custom work if/when applicable and included in the Agreement.

"Ongoing Services" – as used herein, means the Services provided subsequent to Up-Front Services:

- g. Hosting – GTT will install its software on a remote, secure, 3rd party server, to be accessed by Customer and/or GTT as a service. All maintenance of the server is included. Fees for this service are billed annually, quarterly or monthly, depending upon the payment terms outlined in the Agreement.
- h. Data collection and reporting – GTT will collect data, generate reports and publish as defined as appropriate by GTT, or as agreed to in writing by the Parties.

- i. Monitoring and optimizing – GTT will monitor Customers' systems to ensure operational status. GTT will also look for opportunities to optimize the system, which will be communicated to Customer as applicable. To the extent outages are discovered, GTT will (or alert Customers as to the need to) deploy resources to provide repair/replacement services locally. For avoidance of doubt, monitoring includes reviewing data related to vehicles and intersections, but does not include outages that aren't managed by GTT (e.g., Wi-Fi networks).
- j. Repairs/replacements (intersections) – When outages occur, GTT will attempt to repair remotely if possible and will deploy local resources to provide services when needed. Local resources will be GTT, GTT's dealers, or other 3rd party resources approved and subcontracted by GTT.
- k. Repairs/replacements (vehicles) – When outages occur, GTT will attempt to repair remotely if possible and will deploy local resources to provide services when needed. Local resources will be GTT, GTT's dealers, or other 3rd party resources approved and subcontracted by GTT.
- l. Cellular data – Machine to machine cellular connectivity. Provided by vendor of GTT's choice, but contracted by GTT for the benefit of Customer.
- m. "Software Maintenance" – Provides Customer with access to the customer care center, defect fixes and Software Updates.
- n. "Software as a Service" or "SaaS" – Hosted software made available as a Service to Customer by GTT, where no perpetual license is granted.

THE INFORMATION ABOVE CONCERNING SERVICES IS INTENDED TO DEFINE ALL AVAILABLE SERVICES OFFERED BY GTT, WHICH MAY OR MAY NOT BE INCLUDED IN THIS AGREEMENT. THE FACT THAT SUCH DEFINITIONS ARE INCLUDED IN THE AGREEMENT IN NO WAY IMPLIES OR IMPLICATES GTT TO PROVIDE SUCH SERVICES, UNLESS THE SERVICES ARE SPECIFICALLY LISTED IN ATTACHMENT G.

E. "Services Completion" – is defined as the point at which individual Services have been delivered, as determined and documented by GTT. Services Completion represents acceptance of the individual Services delivered when Services Completion occurs.

F. "Final Testing" is the point at which the following can be confirmed and documented by GTT, or in the case of delays caused by the Customer, 30 days from the date Services Completion occurred, whichever is sooner:

As applicable, all vehicles available for testing can send a request for priority control and documentation of the events can be provided to Customer.

As applicable, all intersections available for testing can receive a request for priority control and documentation of the event can be provided to Customer.

As applicable, GTT's management software can connect with all intersections and vehicles available for testing and documentation of the event can be provided to Customer.

G. "First Productive Use" is the point at which the following can be confirmed and documented by GTT, or in the case of delays caused by the Customer, 30 days from the date Service Completion occurred, whichever is sooner:

Services Completion has occurred.

Successful Final Testing has occurred.

H. "Order" – as used herein, means any written document, signed by the Customer, to purchase Products and/or Services from GTT.

2. INTELLECTUAL PROPERTY INDEMNIFICATION.

GTT agrees to indemnify, hold harmless and defend Customer and its directors, officers, employees and agents from and against all losses, liabilities, damages, claims and expenses, including reasonable attorneys' fees and court costs, arising out of or relating to any claim by any third party unaffiliated with the Customer alleging that: (i) Customer's use of the Products or Services in accordance with this MSA infringes or violates the patent, copyright, trade secret, proprietary, or other Intellectual Property right of any such third party. Should Customer's use of the Products or Services in accordance with the terms and conditions of this MSA become, or in GTT's opinion be likely to become, the subject of such a claim described in the immediately foregoing clause, then, Customer will permit GTT, at GTT's option and expense, either to: (1) procure for Customer the right to continue its use in accordance with the terms and conditions of this MSA of the Products and Services, (2) replace or modify the Products and Services so that Customer's use of the Products and Services in accordance with the terms and conditions of this MSA no longer infringes or violates the Intellectual Property rights of any third party, provided such replaced or modified Products and Services provides at least substantially equivalent functionality and comparable performance characteristics in all material respects; or (3) terminate this MSA (and all licenses granted hereunder), or any addenda or portion thereof (including without limitation the license of specific software or lease of certain products) and Customer shall return the non-conforming Products and Services and GTT shall refund the purchase price of such materially impacted Products and Services. The cost of all return shipping to GTT is the sole responsibility of Customer. Notwithstanding any provision herein to the contrary, GTT shall have no obligation or liability to Customer to the extent any such third party claim of infringement or other violation of any Intellectual Property right of any such third party is caused by the unlicensed use of the Products or Services by Customer, Customer's failure to operate the Products or Services solely as a part of a system comprised entirely of GTT or GTT authorized hardware and software, use of the Products or Services with software or hardware other than as intended.

Customer agrees to indemnify, hold harmless and defend GTT and its directors, officers, employees and agents from and against all losses, liabilities, damages, claims and expenses, including reasonable attorneys' fees and court costs, arising out of or relating to any claim by any third party unaffiliated with GTT relating to, arising out of, or concerning any infringement or misappropriation of the Intellectual Property rights of a third party to the extent any such third party claim of infringement or other violation of any Intellectual Property right of any such third party is not indemnified by GTT pursuant to Section 11.3.1 of this MSA.

The Party seeking indemnification (the "Indemnified Party") shall notify the party from which the Indemnified Party is seeking indemnification (the "Indemnifying Party") promptly after the Indemnified Party receives notice of a claim for which indemnification is sought under this MSA, provided, however, that no failure to so notify the Indemnifying Party shall relieve the Indemnifying Party of its obligations under this MSA except to the extent that it can demonstrate damages directly attributable to such failure. The Indemnifying Party shall have authority to defend or settle the claim; provided however that the Indemnified Party, at its sole discretion and expense, shall have the right to participate in the defense and/or settlement of the claim and provided further, that the Indemnifying Party shall not settle any such claim imposing any liability or other obligation on the Indemnified Party without the Indemnified Party's prior written consent.

ATTACHMENT G

SUPPLEMENTAL STATEMENT OF WORK EFFECTIVE DATE: EFFECTIVE DATE OF AGREEMENT

1. For subscription or capital lease sales, the billing cycle will begin upon First Productive Use (defined herein), however the amount invoiced will be prorated on a monthly basis ("Interim Rent") to the point of the Commencement Date (defined herein), based on the number of vehicles and intersections deployed upon First Productive Use. For the purpose of determining termination of this ATTACHMENT G, the term of this ATTACHMENT G will not begin until the first day of the month following Services Completion (defined herein) for all Up-Front Services (defined herein) for all vehicles and intersections ("Commencement Date"), unless otherwise agreed to by the Parties in writing. For avoidance of doubt, Interim Rent will be invoiced monthly.
2. When included, intersection installation pricing assumes a standard configuration without complications. Not included in this proposal are the following items, which will require additional cost: a) crushed conduit or any other issues preventing cable from being installed, b) lane or road closures, c) police or other resources needed at the installation area and/or d) other third-party costs not known at the time of the proposal.
3. Proposal assumes the intersection cabinets are in good working order and contain wiring diagrams. Vehicle installation assumes standard installation and does not include: a) special mounting brackets, b) excess wiring and/or c) swapping out previously installed (replacement) vehicle hardware.
4. Proposal excludes any activities associated with: a) traffic control plan, b) water pollution control plan, c) changeable message signs/flaggers, d) permits/bonds/fees and/or e) removal/repair/replacement of concrete, asphalt, conduits or wiring.
5. Customer agrees to accept all applicable hardware and software upon shipment ("Acceptance"), where shipment is defined as the point at which hardware and/or software has been picked up from a GTT facility by the shipper ("Shipment") for delivery to Customer or its designated 3rd party, however Acceptance in no way relieves GTT from its obligations as described in this Agreement or its product warranties.
6. Customer Care center phone support: GTT operates a Customer Care call center that is dedicated to supporting all GTT customers, whether in or out of warranty. To access GTT's Customer Care, customers can dial 800-258-4610 within the United States, or for callers outside of the United States, 651-789-7333. GTT's Customer Care call center will use commercially reasonable efforts to provide technical or sales support, process warranty claims and/or route calls to other GTT departments. For technical issues, a ticketing system is in place to track cases through to resolution, escalating within the organization if/where necessary to ensure calls are resolved as quickly as possible. Customer Care is not available to customers of GTT's software Products if such customer is not current on its Software Maintenance.

	Resolution Category	Definition	Response Time Goal	Resolution Goal
	Immediate	Reported issue requires immediate attention.	Within 1 business hour	Same business day
	Moderate	Reported issue requires attention within 1-2 business days	Within same business day	2 business days

	Minor	Reported issue requires attention when convenient.	Within 1 business day	As feasible
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GLOBAL TRAFFIC TECHNOLOGIES

Global Traffic Technologies, LLC
7800 Third St., N.
Saint Paul, MN 55128
United States

800-258-4610 or 651-789-7333

Proposal

Direct Customer

Bill To	Customer	NetSuite Opp't	Date	Expires
City of Fresno, California	City of Fresno, California	9647	17-Apr-19	16-Jul-19
Ship To	Solution/Purchase Type	Term: For Ongoing Services		
City of Fresno, FAX 2223 G Street Fresno, CA 93706 Attn: Susan Rogers	Purchase Transit	5		
		Intersections	Vehicles	
			20	

Items	Qty	Description	Part Number	Price Per Item	Extended Price
				USD	USD
Vehicle components:					
	20	Model 2100/2101 series vehicle kit	76-1000-1156-0	\$ 1,000.00	\$ 20,000.00
	20	Model 4010 vehicle computer (2 year warranty)	76-1000-1298-0	\$ 1,650.00	\$ 33,000.00
	20	Preemption/priority software (distributed - per vehicle)	76-1000-1350-0	\$ 1,000.00	\$ 20,000.00
	20	Automated Schedule Management (ASM) software (per vehicle)	76-1000-1297-0	\$ 1,500.00	\$ 30,000.00
Software:					
	20	Vehicle management (per vehicle)	76-1000-1308-0	\$ 150.00	\$ 3,000.00
Extended warranties:					
	20	Extended warranty on Opticom™ vehicle components (years 6-10)		\$ 1,150.00	\$ 23,000.00
	20	Extended warranty on 4000 series vehicle computer (years 3-10)	76-1000-1298-0-W	\$ 1,897.50	\$ 37,950.00
Software maintenance:					
	20	Annual SW maint: Preemption/priority (distributed - per vehicle)		\$ 750.00	\$ 15,000.00
	20	Annual SW maint: ASM (per vehicle)		\$ 1,125.00	\$ 22,500.00
	20	Annual SW maint: Vehicle management (per vehicle)		\$ 112.50	\$ 2,250.00
Proposal notes:					
Quote assumes CVP Vehicle Kit will have internet connectivity for real-time data connection. CVP requires internet connectivity through cellular connection.					
Quote assumes purchaser will supply complete static GTFS data in the standard static GTFS format.					
Quote assumes customer is responsible for uploading the new static GTFS data as needed using the GTT provided Static GTFS update tool.					
Quote assumes real-time route and trip data is available through a web based API which includes current route and trip (tripID) information for all vehicles. The tripID provided through the real-time API is required to match the Static GTFS tripID.					
Unless otherwise stated, quote assumes purchaser will procure, install, and configure all networking equipment including but not limited to: switch, cellular and/or Wi-Fi modem, antennas, and network cabling. Alternatively, GTT can quote the procurement, installation and configuration of networking equipment required for interface to the proposed priority system on a time and materials basis. Note, these optional services are not included in the above pricing.					
Quote assumes purchaser will provide a 10" x 18" x 4" hardware installation location on the bus for the CVP Vehicle Kit.					
Quote assumes GTT has VPN remote access to server side GTT supplied software applications.					
Total before applicable shipping, duties and/or taxes					\$ 206,700.00

ATTACHMENT H

WARRANTY

To protect the purchases made by its valued customers and as demonstration of the superb quality of its Opticom products, Global Traffic Technologies, LLC ("GTT") offers a robust warranty program with its Opticom product line, pursuant to the terms and conditions herein. This warranty is made for the exclusive benefit of the original end-user customer and shall not accrue to the benefit of any other user, third party or dealer, unless otherwise required by law.

The Opticom warranty includes all Opticom hardware products sold to an end-user customer, with coverages as follows:

Years 1-5

Should an Opticom component* fail within the first five years after purchase, GTT will repair or replace (at GTT's discretion) the product at no charge to the end-user customer.

Years 6-10

Should an Opticom component fail within years 6-10 after purchase, GTT will repair or replace (at GTT's discretion) the product for a fee of 25% of the then current list price. All repairs carry a one-year warranty.

Extended Warranty

For an up-front fee of 15% of the original purchase price, any end-user customer may elect to extend the "Years 1-5" warranty to a ten-year warranty, meaning should an Opticom component fail within the first ten years after purchase, GTT will repair or replace (at GTT's discretion) the product at no charge to the end-user customer.

*Excludes 4000 series vehicle computers and 400 series GPS/radios.

Note: Opticom 795 emitters are excluded from the "Years 6-10" and "Extended Warranty" sections of this warranty program. Extended warranties for 4000 series vehicles computers and 400series GPS/radios are available. Consult your local GTT representative or dealer for specifics.

Exclusive Limited Warranty

GTT warrants that, during the warranty period described above, its Opticom system will deliver the same level of system operability and functionality as defined in the published GTT specifications applicable to the version of components purchased. Warranty Exclusions: This warranty shall not apply to (A) incandescent lamps (confirmation lamps) or (B) to any defect or impairment of operability or functionality resulting from or caused by: (1) alteration, misuse, incorrect installation, neglect of the system or damage due to an accident; (2) repair or modification of the system by persons not authorized by GTT; (3) extreme atmospheric or weather conditions; (4) events or use outside the normal or anticipated course; or (5) improper packaging or damage during shipment by the end-user customer or party other than GTT. In addition, the Opticom system integrates an array of matched components. GTT has designed, developed and tested Opticom system components as part of a matched component system. To ensure system integrity and optimal performance, the emitters, detectors, radios/GPS components, detector cables, phase selectors/discriminators and system software must all be GTT components. The use or integration of any GTT system with any non-GTT component shall void all GTT warranties with respect to such GTT system.

Sale and use of the Opticom system are expressly restricted to authorized agencies of government customers, within their specific jurisdictions. However, because the signal generated by the Opticom system is not exclusive, GTT does not warrant exclusive activation by purchaser. Authorized users desiring to use or coordinate use of the Opticom system with that of other jurisdictions must first obtain the prior written approval of each authorized user in the jurisdiction where use is sought.

Warranty Claim Process: Contact your authorized Opticom dealer, or contact GTT technical service at 800-258-4610  or download a warranty & services request form at www.gtt.com. Outside of the United States, please contact our headquarters in St. Paul, MN at 651-789-7333.