METROLINK®

Southern California Regional Rail Authority

CONFORMED CONTRACT

NO. SP445B-16

IT TECHNICAL SUPPORT SERVICES
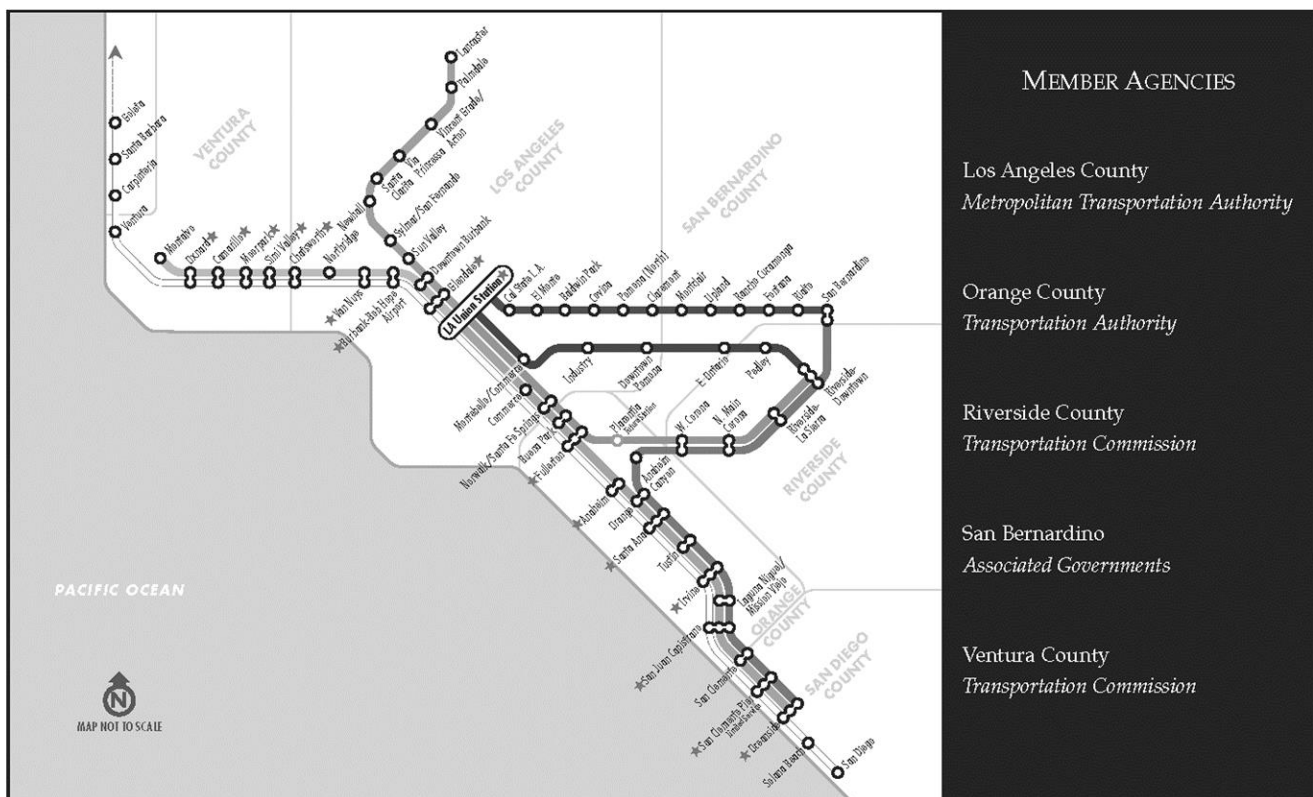
CONTRACT AGREEMENT

between

CONTRACTOR Auriga Corporation 890 Hillview Court, Suite 130 Milpitas, CA 95035 Telephone: (408) 946-5400 Project Manager: Ramesh Daryani rdaryani@aurigacorp.com	))))))))))))))	**CONTRACT NO. SP445B-16** **IT TECHNICAL SUPPORT SERVICES**

And

Southern California Regional Rail Authority
One Gateway Plaza, 12th Floor
Los Angeles, California 90012
(hereinafter "Authority")

Authority Project Manager:
Name: Arun Chakladar
Title: Sr. Director, Information
                Technology
Telephone: (213) 452-0263
Email: ChakladarA@scrra.net

Contract Administrator:
Name: Angelos Kastrisianakis
Title: Contracts Administrator
Telephone: (213) 452-0215
Email: KastrisianakisA@scrra.net

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
METROLINK COMMUTER RAIL SYSTEM

CONTRACT NO. SP445B-16

IT TECHNICAL SUPPORT SERVICES

TABLE OF CONTENTS

Table of Contents (continued)

This Agreement is made and entered into as of the 10th of June, 2016 by and between the SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (hereinafter referred to as "AUTHORITY") and AURIGA COPRORATION (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, AUTHORITY is a joint powers AUTHORITY organized under Sections 6500 et seq. of the California Government Code and Section 130255 of the California Public Utilities code with power to contract for services described in Attachment A to this Agreement entitled "Attachment A - Scope of Services" (hereinafter referred to as "Work");

WHEREAS, CONTRACTOR has indicated it is qualified to perform such Services and (1) has reviewed all the available data furnished by AUTHORITY pertinent to the Work to be rendered; (2) has inspected and reviewed the Work to be rendered; (3) will exercise the ordinary care and skill expected of a practitioner in its profession; and (4) is willing to accept responsibility of performing the Work set forth in this Agreement for the compensation and in accordance with the terms, requirements and conditions herein specified;

NOW, THEREFORE, for the consideration hereinafter stated, the parties agree as follows:

1.   SCOPE OF SERVICES

A.   CONTRACTOR will perform the Work and related tasks as described in ATTACHMENT A - SCOPE OF SERVICES attached hereto and is incorporated by reference into and made a part of this Agreement.

B.   This is a non-exclusive Agreement, whereby AUTHORITY may, at its sole discretion, augment or supplant the work with its own forces or forces of another Contractor or entity. CONTRACTOR will cooperate fully with AUTHORITY's staff or other CONTRACTOR or entity that may be providing similar or the same Work for AUTHORITY.

2.   PERIOD OF PERFORMANCE

The base period of performance shall be for base period of three years from August 1, 2016 to July 31, 2019, with two one-year options that may be exercised at the sole discretion of the Authority.

3.   PAYMENT

A.   For CONTRACTOR's full and complete performance of its obligations under this Agreement, the AUTHORITY shall pay CONTRACTOR using the fixed unit rates listed in Exhibit 1, Cost Schedule in accordance with the provisions of this Article. Authority's maximum cumulative payment obligation under this Contract will be

dependent on the Annual Fiscal Year budget approval. Work under this contract will be authorized under individual releases.

B.	AUTHORITY's maximum cumulative payment obligation under this Agreement shall not exceed One Million Four Hundred Thousand Dollars ($1,400,000) per year for the bench of all firms, including all amounts payable to CONTRACTOR for all costs, including but not limited to direct labor, other direct costs, subcontracts, indirect costs including but not limited to leases, materials, taxes, insurance, and profit.

C.	Invoicing

CONTRACTOR shall invoice AUTHORITY on a monthly basis no later than the 15th of each month. CONTRACTOR shall furnish information as may be requested by AUTHORITY to substantiate the validity of an invoice.

Contractor/Consultant shall submit invoices via e-mail to:

accountspayable@scrra.net

Each invoice shall include the following information:

- Contract number
- Release number
- Detail description of the Work rendered
- Time period covered by the invoice
- Amount of payment requested
- Information as requested by AUTHORITY

D.	Payment

AUTHORITY shall remit payment within thirty (30) calendar days of approval of the invoices.

At its sole discretion, AUTHORITY may decline to make full payment for any Work until such time as CONTRACTOR has documented, to AUTHORITY's satisfaction, that CONTRACTOR has fully completed all required Work.

In the event the AUTHORITY should overpay CONTRACTOR, such overpayment shall not be construed as a waiver of AUTHORITY's right to obtain reimbursement for the overpayment. Upon discovering any overpayment, either on its own or upon notice of AUTHORITY, CONTRACTOR shall immediately reimburse AUTHORITY the entire overpayment.

## 4.	AUDIT AND INSPECTION OF RECORDS

CONTRACTOR agrees that AUTHORITY or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent

transaction, activity, time cards, employment records or other records relating to this Agreement. Such material, including all pertinent cost, accounting, financial records and proprietary data must be kept and maintained by CONTRACTOR for a period of three (3) years after completion of this Agreement unless AUTHORITY's written permission is given to dispose of material prior to this time.

5.   NOTIFICATION

All notices hereunder concerning this Agreement and the Work to be performed shall be physically transmitted by courier, overnight, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To the AUTHORITY: To the CONTRACTOR:

Southern California Regional Rail Authority   Auriga Corporation

One Gateway Plaza, 12th Floor   890 Hillview Court, Suite 130
Los Angeles, CA 90012   Milpitas, CA 95035
Attn: Angelos Kastrisianakis   Attn: Parkash Daryani
Contracts Administrator   President

6.   AUTHORITY AND CONTRACTOR'S REPRESENTATIVES

A.   Authority's Project Manager

Project Manager: Arun Chakladar, Sr. Director, Information Technology

a.   The Project Manager is the authorized representative for matters related to this Agreement. The Project Manager or his/her designee is empowered to:

1.   Have general oversight of the Work and the Agreement, including the power to enforce compliance with the Agreement.

2.   Reserve the right to remove any portion of the Work from the Contractor which have not been performed to Authority's satisfaction.

3.   Subject to the review and acceptance by the Authority, negotiate with the Contractor all adjustments pertaining to contract for revisions.

b.   In addition to the foregoing, the Project Manager shall have those rights and powers expressly set forth in other sections of the Agreement.

B. Contractor's Key Personnel

The following are CONTRACTOR's key personnel, shown with their roles in the Work to be provided:

Name	Role
Ramesh Daryani	Project Manager
Soham Mookerjea	Systems Engineer
Shyam Nathan	Application Development

AUTHORITY awarded this Agreement to CONTRACTOR based on AUTHORITY's confidence and reliance on the expertise of CONTRACTOR's key personnel described above. CONTRACTOR shall not reassign key personnel or assign other personnel to key personnel roles until AUTHORITY approves a replacement in writing.

7. TERMINATION FOR CONVENIENCE

AUTHORITY may terminate this Agreement for AUTHORITY's convenience at any time by giving CONTRACTOR ten (10) days written notice thereof. Upon receipt of said notice, CONTRACTOR shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. AUTHORITY shall pay CONTRACTOR its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by CONTRACTOR to effect such termination. Thereafter, CONTRACTOR shall have no further claims against AUTHORITY under this Agreement. All finished or unfinished documents and materials procured for or produced under this Agreement shall become AUTHORITY property upon date of such termination.

8. TERMINATION FOR BREACH OF AGREEMENT

A. If CONTRACTOR fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger timely performance of this Agreement, AUTHORITY may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to the AUTHORITY within the time permitted by AUTHORITY, then AUTHORITY may terminate this Agreement due to CONTRACTOR's breach of this Agreement.

B. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then AUTHORITY may immediately terminate this Agreement.

C. If CONTRACTOR violates Article 24.0, Compliance with Lobbying Policies, then AUTHORITY may immediately terminate this Agreement.

D. In the event AUTHORITY terminates this Agreement as provided in this Article, AUTHORITY may procure, upon such terms and in such manner as AUTHORITY may deem appropriate, Work similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to AUTHORITY for all of its costs and damages, including, but not limited, any excess costs for such Work.

E. All finished or unfinished documents and materials produced or procured under this Agreement shall become AUTHORITY property upon date of such termination.

F. If, after notice of termination of this Agreement under the provisions of this Article, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Article, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 7, Termination for Convenience.

G. The rights and remedies of AUTHORITY provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

9. ASSIGNMENT

This Agreement, any interest herein or claim hereunder, may not be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONTRACTOR, without the prior written consent of AUTHORITY. Consent by AUTHORITY shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

10. SUBCONTRACTING

AUTHORITY hereby consents to CONTRACTOR's subcontracting of portions of the Work to the parties identified below for the functions described in CONTRACTOR's proposal. CONTRACTOR shall include in each subcontract agreement the stipulation that CONTRACTOR, not AUTHORITY, is solely responsible for payment to the subcontractor for the amounts owing and that the subcontractor shall have no claim, and shall take no action against AUTHORITY, Member Agencies or officers, directors, employees or sureties thereof for nonpayment by CONTRACTOR.

Subcontractors Names and Addresses	Work to Be Performed
CAPGEMINI US, LLC 3500 W Olive Ave., #600 Burbank, CA 91505	Oracle Database and eBusiness support as needed Help desk and Desktop support as needed Software development and support as needed

11. INDEPENDENT CONTRACTOR

CONTRACTOR's relationship to AUTHORITY in the performance of this Agreement is that of an independent Contractor. CONTRACTOR's personnel performing Work under this Agreement shall at all times be under CONTRACTOR's exclusive direction and control and shall be employees of CONTRACTOR and not employees of AUTHORITY. CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

12. INSURANCE

Throughout the duration of this Contract, Contractor shall maintain the following insurance, which shall be first dollar-coverage insurance and, unless approved in writing by Authority, not subject to self-insurance. Contractor shall not of its own initiative cause such insurance to be canceled or materially changed during the course of this Contract.

A. Within 10 days after receiving Notice of Award, Contractor shall furnish to Authority, an endorsement showing the required insurance coverages for Contractor and further providing that:

1. Authority and its member agencies, and their officers, directors, employees, and agents are named as an additional insured via endorsement on Commercial General Liability and Automobile Liability insurance with respect to performance hereunder.

2. The coverage shall be primary and noncontributory as to any other insurance with respect to liability hereunder.

3. Thirty (30) days prior written notice of cancellation or of material change in coverage shall be given to Authority by endorsement.

B. "Occurrence," as used herein, means any event or related exposure to conditions which results in bodily injury or property damage.

C. Any deductibles or self-insured retentions must be declared to and approved in writing by the Authority. At the option of the Authority, either the Contractor shall reduce or eliminate such deductibles or self-insured retentions with respect to this Contract to be awarded or shall procure a bond guaranteeing the amount of the deductible or self-insured retention. If the Authority agrees in writing to a deductible or self-insured retention, then the Contractor shall be responsible for the full cost of such deductible or self-insured retention.

D. Minimum Limits of Insurances. The Contractor shall maintain limits no less than:

1. **Commercial General Liability**: CGL to include Products/Completed Operations, Independent Contractor, Contractual Liability, and Personal Injury Liability; with at least the following limits of liability:

   a. Primary Bodily Injury Liability Limits of $2,000,000 per occurrence, and

   b. Primary Property Damage Liability Limits of $2,000,000 per occurrence; or

   c. Combined single limits of liability for Primary Bodily Injury and Primary Property Damage of $4,000,000 per occurrence.

2. **Automobile Liability with the following limits:**

   a. Primary Bodily Injury with limits of $1,000,000 per occurrence; and

   b. Primary Property Damage with limits of $1,000,000 per occurrence; or

   c. Combined single limits of Liability for Primary Bodily and Primary Property Damage of $2,000,000 per occurrence.

3. **Workers' Compensation Insurance** with the limits established and required by the State of California, or other state in which Work will be performed.

4. **Employer's Liability** with limits of $1,000,000 per occurrence.

5. Proof on Insurance will be required prior to commencement of work under the contract. A certificate of insurance will be required to be furnished to the Authority's Contract Administrator. The insurance coverage is subject to the following requirements:

   a. The Authority, its member agencies, officers, directors, employees and agents are named as an additional insured via endorsement on

Commercial General Liability and Automobile Liability insurance with respect to performance of work under the contract.

b. The coverage shall be primary and noncontributory as to any other insurance with respect to liability hereunder.

c. Thirty (30) days prior written notice of cancellation or of material changes in coverage is to be given to the Authority by endorsement.

d. Any deductibles or self-insured retentions (SIR) must be declared to and approved by the Authority. At the option of the Authority, either the Contractor shall reduce or eliminate such deductibles or self-insured retentions with respect to this Contract to be awarded or shall procure a bond guaranteeing the amount of the deductible or self-insured retention. If the Authority agrees in writing to a deductible or self-insured retention, then in the event of any claims or suits which may arise for which Authority seeks coverage under such policy as an additional insured, Contractor shall satisfy such deductible or self-insured retention to the extent of any loss covered by such policy arising from or connected with any alleged act or omission of Contractor its officers, directors, employees, agents, Subcontractors, or suppliers, even if Contractor is not a named defendant in the lawsuit. Contractor's policies shall neither obligate nor prohibit the Authority or any Additional Insured, from paying any portion of any Contractor deductible or SIR.

E. Contractor shall include the following as insured under its Certificate of Insurance:

Insured:

Southern California Regional Rail Authority (SCRRA)

Additionally Insured:

Burlington Northern Santa Fe Corporation (BNSF)
Los Angeles County Metropolitan Transportation Authority (MTA)
National Railroad Passenger Corporation (Amtrak)
Orange County Transportation Authority (OCTA)
Riverside County Transportation Commission (RCTC)
San Bernardino Associated Government (SANBAG)
Union Pacific Railroad Company (UPRR)
Ventura County Transportation Commission (VCTC)
Others at the request of Authority.

13. INDEMNITY

CONTRACTOR shall indemnify, defend and hold harmless AUTHORITY, and its member agencies, and their officers, directors, employees and agents from and against any and all liability, expense (including but not limited to defense costs and attorneys' fees),

claims, causes of action, and lawsuits for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage (including property of CONTRACTOR) arising from or connected with any alleged act and/or omission of CONTRACTOR, its officers, directors, employees, agents, subcontractors or suppliers. This indemnity shall survive termination of this Agreement and/or final payment thereunder.

14. REVISIONS IN SCOPE OF SERVICES

By written notice or order, AUTHORITY may, from time to time, order work suspension or make changes to this Agreement. The facilities to be maintained under this Agreement as listed in Attachment A, Scope of Services may be increased or decreased during the term of the Agreement at the Authority's discretion. If and when this occurs, the Scope of Services and Cost Schedules will be adjusted accordingly, and changes in the Work shall be incorporated into an amendment to this Agreement. Upon execution of an amendment, CONTRACTOR shall perform the Work, as amended.

15. RIGHTS IN TECHNICAL DATA

A.   No material or technical data prepared by the CONTRACTOR under this Agreement is to be released by CONTRACTOR to any other person or entity except as necessary for the performance of the Work. All press releases or information concerning the Work that might appear in any publication or dissemination, including but not limited to newspapers, magazines, electronic media, shall first be authorized in writing by the AUTHORITY.

B.   The originals of all letters, documents, reports and other products and data produced under this Agreement shall become the property of the AUTHORITY without restriction or limitation on their use and shall be made available upon request to the AUTHORITY at any time. Original copies of such shall be delivered to the AUTHORITY upon completion of the work or termination of the work. The CONTRACTOR shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the prior written approval of the AUTHORITY.

16. OWNERSHIP OF REPORTS AND DOCUMENTS

The originals of all letters, documents, reports and other products and data produced under this Agreement shall be delivered to, and become the property of AUTHORITY. Copies may be made for CONTRACTOR's records, but shall not be furnished to others without written authorization from AUTHORITY. Such deliverables shall be deemed works made for hire, and all rights in copyright therein shall be retained by AUTHORITY.

17. OWNERSHIP RIGHTS

A.   In the event the Authority rightfully obtains copies of Proprietary Data under the terms of the separate License Agreement and Escrow Agreement that govern rights in Documentation, Software and Intellectual Property created and/or

developed by Contractor, its Third Party Software Contractors and its Suppliers as part of the Project, any derivative works and associated documentation created by or on behalf of the Authority by Permitted Programmers (as defined in the License Agreement) shall be the sole and exclusive property of the Authority (collectively, "Authority Intellectual Property"), and the Authority may use, disclose and exercise dominion and full rights of ownership, in any manner in the Authority Intellectual Property in connection with the use, operation and maintenance of a transportation system administered by the Authority. No use of the Authority Intellectual Property shall be made for any purpose other than in conjunction with a transportation system administered by the Authority, and the Authority shall not sell, lease, rent, give away or otherwise disclose any Authority Intellectual Property to any outside third party other than Permitted Programmers. To the extent there may be any question of rights of ownership or use in any Authority Intellectual Property, Contractor shall require all of its SubContractors and Suppliers (including without limitation its Third Party Software Contractors) to assign to Authority, all worldwide right, title and interest in and to all Authority Intellectual Property in a manner consistent with the foregoing terms of this paragraph. Contractor shall execute any documents as Authority may from time to time reasonably request to effectuate the terms of this paragraph.

B.   All documentation and Software which predates this Contract and which otherwise owned by Contractor or its Third Party Software Contractors, and all Documentation and Software which is created by Contractor or its Third Party Software Contractors shall be Licensed Software or Licensed Documentation, as appropriate. All Licensed Software and Licensed Documentation shall be governed by the License Agreement by and between the parties of even date herewith.

18.   SUBMITTAL OF CLAIMS BY CONTRACTOR

CONTRACTOR shall file any and all claims with AUTHORITY's Project Manager in writing within thirty (30) days of the event or occurrence giving rise to the claim. The claim shall be in sufficient detail to enable AUTHORITY to ascertain the claim's basis and amount, and shall describe the date, place and other pertinent circumstances of the event or occurrence giving rise to the claim and the indebtedness, obligation, injury, loss or damages allegedly incurred by CONTRACTOR.

Even though a claim may be filed and/or in review by AUTHORITY, CONTRACTOR shall continue to perform in accordance with this Agreement.

19.   EQUAL OPPORTUNITY

CONTRACTOR shall not discriminate against, or grant preferential treatment to, any individual or group, or any employee or applicant for employment because of race, age, religion, color, ethnicity, sex, national origin, ancestry, physical handicap, mental condition, political affiliation, sexual orientation or marital status. CONTRACTOR shall

take action to ensure that applicants and employees are treated without regard to the above.

20. STANDARD OF PERFORMANCE

A. CONTRACTOR shall perform and exercise, and require its subcontractors to perform and exercise due professional care and competence in the performance of the Work in accordance with the requirements of this Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, completeness and coordination of the Work, it being understood that AUTHORITY will be relying upon such professional quality, accuracy, completeness and coordination in utilizing the Work. The foregoing obligations and standards shall constitute the "Standard of Performance" for purposes of this Agreement. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

B. All workers shall have sufficient skill and experience to perform the Work assigned to them. AUTHORITY shall have the right, at its sole discretion, to require the removal of CONTRACTOR's personnel at any level assigned to the performance of the Work at no additional fee or cost to AUTHORITY, if AUTHORITY considers such removal in its best interests and requests such removal in writing and such request is not done for illegal reasons. Further, an employee who is removed from performing Work under this Agreement under this Article shall not be re-assigned to perform Work under this Agreement without AUTHORITY's prior written authority.

21. NOTIFICATION OF EMPLOYMENT OF SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY BOARD MEMBERS/ALTERNATES AND EMPLOYEES

To ensure compliance with AUTHORITY's Ethics Policy, CONTRACTOR shall provide written notice to AUTHORITY disclosing the identity of any individual who CONTRACTOR desires to employ or retain under a contract, and who (1) presently serves as a Board Member/Alternate or an employee of the AUTHORITY, or (2) served as a Board Member/Alternate or an employee of the AUTHORITY within the previous 12 months of the date of the proposed employment or retention by CONTRACTOR. CONTRACTOR's written notice shall indicate whether the individual will be an officer, principal or shareholder of the entity and/or will participate in the performance of the Agreement.

22. DISQUALIFYING POLITICAL CONTRIBUTIONS

In the event of a proposed amendment to this Agreement, CONTRACTOR shall provide a written statement disclosing any contribution(s) of $250 or more made by CONTRACTOR or its subcontractor within the preceding twelve (12) months of the date of the proposed amendment. Applicable contributions include those made by any agent/person/entity on behalf of CONTRACTOR or subcontractor.

23. COMPLIANCE WITH LAW

CONTRACTOR shall familiarize itself with and perform the Work required under this Agreement in conformity with requirements and standards of AUTHORITY, municipal and public agencies, public and private utilities, special districts, and railroad agencies whose facilities and work may be affected by Work under this Agreement. CONTRACTOR shall also comply with all Federal, California and local laws and ordinances.

24. COMPLIANCE WITH LOBBYING POLICIES

A.   CONTRACTOR agrees that if it is a Lobbyist Employer or if it has retained a Lobbying Firm or Lobbyist, as such terms are defined by AUTHORITY in its Ethics Policy, it shall comply or ensure that its Lobbying Firm and Lobbyist complies with AUTHORITY's Ethics Policy.

B.   If CONTRACTOR (Lobbyist Employer) or its Lobbying Firm or Lobbyist fails to comply, in whole or in part, with AUTHORITY's Ethics Policy, such failure shall be considered a material breach of this Agreement and AUTHORITY shall have the right to immediately terminate or suspend this Agreement.

25. PUBLIC RECORDS ACT

A.   All records, documents, drawings, plans, specifications and other material relating to conduct of AUTHORITY's business, including materials submitted by CONTRACTOR in its proposal and during the course of performing the Work under this Agreement, shall become the exclusive property of AUTHORITY and may be deemed public records. Said materials may be subject to the provisions of the California Public Records Act. AUTHORITY's use and disclosure of its records are governed by this Act.

B.   AUTHORITY will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of trade secret, confidential or proprietary. AUTHORITY will accept materials clearly and prominently labeled "TRADE SECRET" or" CONFIDENTIAL" or "PROPRIETARY" as determined by CONTRACTOR. AUTHORITY will endeavor to notify CONTRACTOR of any request of the disclosure of such materials. Under no circumstances, however, will AUTHORITY be liable or responsible for the disclosure of any labeled materials whether the disclosure is required by law or a court order or occurs through inadvertence, mistakes or negligence on the part of AUTHORITY or its officers, employees and/or CONTRACTORs.

C.   In the event of litigation concerning the disclosure of any material submitted by CONTRACTOR, AUTHORITY's sole involvement will be as a stake holder, retaining the material until otherwise ordered by a court. CONTRACTOR, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the materials, and shall defend, indemnify and hold

AUTHORITY harmless from all costs and expenses, including attorneys' fees, in connection with such action.

26.   WAIVER/INVALIDITY

No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of the provision, or of any other breach of the provision of the Agreement. Failure of either party to enforce any provision of this Agreement at any time shall not be construed as a waiver of that provision.

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

27.   FORCE MAJEURE

Performance of each and all CONTRACTOR's and AUTHORITY's covenants herein shall be subject to such delays as may occur without CONTRACTOR's or AUTHORITY's fault from acts of God, strikes, riots, or from other similar causes beyond CONTRACTOR's or AUTHORITY's control.

28.   CONFIDENTIALITY

CONTRACTOR agrees that for and during the entire term of this Agreement, any information, data, figures, records, findings and the like received or generated by CONTRACTOR in the performance of this Agreement, shall be considered and kept as the private and privileged records of AUTHORITY and will not be divulged to any person, firm, corporation, or other entity except on the direct written authorization of AUTHORITY. Further, upon expiration or termination of this Agreement for any reason, CONTRACTOR agrees that it will continue to treat as private and privileged any information, data, figures, records and the like, and will not release any such information to any person, firm, corporation or other entity, either by statement, deposition, or as a witness, except upon direct written authority of AUTHORITY.

29.   CONTRACTOR'S INTERACTION WITH THE MEDIA AND THE PUBLIC

A.   AUTHORITY shall review and approve in writing all AUTHORITY related copy proposed to be used by CONTRACTOR for advertising or public relations purposes prior to publication. CONTRACTOR shall not allow AUTHORITY related copy to be published in its advertisements and public relations programs prior to receiving such approval. CONTRACTOR shall ensure that all published information is factual and that it does not in any way imply that AUTHORITY endorses CONTRACTOR's firm, service, and/or product.

B.   CONTRACTOR shall refer all inquiries from the news media to AUTHORITY, and shall comply with the procedures of AUTHORITY's Public Affairs staff regarding statements to the media relating to this Agreement or the Work.

C.   If CONTRACTOR receives a complaint from a citizen or the community, CONTRACTOR shall inform AUTHORITY as soon as possible and inform AUTHORITY of any action taken to alleviate the situation.

D.   The provisions of this Article shall survive the termination or expiration of this Agreement.

30.   GOVERNING LAW

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California, and the proper venue of any action brought hereunder is and shall be Los Angeles County, California.

31.   MODIFICATIONS TO AGREEMENT

Unless specified otherwise in the Agreement, this Agreement may only be modified by written mutual consent evidenced by signatures of representatives authorized to enter into and modify the Agreement. In order to be effective, amendments may require prior approval by the AUTHORITY's Board of Directors, and in all instances require prior signature of an authorized representative of the AUTHORITY.

32.   PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, (2) Attachment A – Scope of Services, (3) provisions of RFP No. SP445-16 and (4) CONTRACTOR's proposal dated February 25, 2016.

33.   ENTIRE AGREEMENT

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between AUTHORITY and CONTRACTOR and supersedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date shown below, and effective on the date first hereinabove written.

AURIGA CORPORATION

SOUTHERN CALIFORNIA
REGIONAL RAIL AUTHORITY

Parkash Daryani

Parkash Daryani
President

Arthur T. Leahy

Arthur T. Leahy
Chief Executive Officer

Date _August 2, 2016_

Tax I.D. No. _77 0264541_

APPROVED AS TO FORM:
DON DEL RIO
General Counsel

By: _____

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
METROLINK COMMUTER RAIL SYSTEM

CONTRACT NO. SP445B-16

IT TECHNICAL SUPPORT SERVICES

EXHIBIT 1:

COST SCHEDULE

| Team Resource Requirements | | | Hourly Labor Rates | | | | |
| | | | Straight Time | | | Range for Position | |
Item	Alignment/Resource Mapping	Service Coverage	Actual	Overhead	Fully Burdened Labor	Low (2-5 years of experience)	High (5+ years of experience)
1	Helpdesk/Desktop Support Tech	1). 1st Level Customer Support 2). Desktop repairs and support 3). Operational Monitoring and Issue Management 4). Adds/Changes/Deletes 5). Technical Troubleshooting 6). General Networking (Client Config) 7). Field Support (Remote Office Support)	$30.00	$37.50	$74.25	$30.00	$37.50
2	Network Engineer	1). Server / performance monitoring 2). Capacity Management 3). Email/SPAM/Firewall 4). Unix/Linux Admin 5). Security 6). Scripting and Admin Utility development 7). MS Domain Configuration and Maintenance 8). VM Management	$45.00	$56.25	$101.25	$45.00	$65.00
3	Programming & Software Development - Oracle EBS	1). Oracle EBS Apps Technical Developer 2). Forms and Package development (PLSQL/Oracle Forms) 3). Financial Specific Reporting (FSG/Discoverer/Views/POLARIS) 4). Workflow Management (Workflow Configurator) 5). SOA/Scripting 6).Interface Development	$70.00	$87.50	$157.50	$70.00	$87.50
4	Programming & Software Development(Other)	1). Web Development 2). Salesforce.com Development (Basic Knowledge) 3). Reporting Development (Business Objects/Crystal) 4). MS Technologies (Visual Basic/C#/.net/Power shell/ Office 365) 5). Point solution application Development and support 6). Sharepoint customizations	$55.00	$68.75	$123.75	$55.00	$68.75
5	DBA (Oracle and SQL Server Databases)	1). Database administration 2). Performance Monitoring 3). Capacity Planning 4). Data/ETL Management 5). Concurrent Manager / Jobs / Processes 6). Troubleshooting/Issue Management 7). Install / Patch / Maintain 8). Systems Admin / Corrections / Troubleshooting	$65.00	$81.25	$146.25	$65.00	$81.25

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
METROLINK COMMUTER RAIL SYSTEM

CONTRACT NO. SP445B-16

IT TECHNICAL SUPPORT SERVICES

ATTACHMENT A:

SCOPE OF SERVICES

**SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
METROLINK COMMUTER RAIL SYSTEM**

CONTRACT NO. SP445B-16

IT TECHNICAL SUPPORT SERVICES

ATTACHMENT A – SCOPE OF SERVICES

TABLE OF CONTENTS

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
METROLINK COMMUTER RAIL SYSTEM

CONTRACT NO. SP445B-16

IT TECHNICAL SUPPORT SERVICES

ATTACHMENT A – SCOPE OF SERVICES

1.   BACKGROUND

Information technologies, systems and tools are central to the Authority's ability to operate efficiency and effectively; communicate with its customers; manage, track and forecast costs and operate our trains.

The Information Technologies department is responsible for the effective management and support of the information technology tools and the computing environment that they operate in. To be effective in this role, the information technology department must have a deep and broad functional understanding of the systems, processes, procedures and business practices of the Agency such that they can coach, mentor and provide expertise in the adoption, use and implementation of Information technology tools.

At the same time, the Information Technology department must have the technical expertise and competence to understand, implement, troubleshoot and support the various technologies that the agency relies on to support its day to day operations.

To address these differing roles and to provide for the flexibility required of the technical and support teams, the Information Technology department will utilize a bench of Information Technology service providers to provide staffing for information technology functions such as the help desk, technical support and certain technology specific roles, while retaining in-house resources to staff application support teams, core technology and supervisory roles.

2.   SCOPE OF SERVICES

The Contractor will support the Authority in certain noncore support areas, the scope of such services includes:

Services Scope		
Support Area	**Skill Sets**	**Service Coverage**

| Oracle and SQL Server Administration | • Installation, configuration, migration of databases
• Backup, recovery and security of databases
• Plan storage capacity of databases
• Perform monitoring and performance tuning of databases
• Design logical and physical databases or review descriptions of changes to database design to understand how changes to be made affect physical database
• Establish physical database parameters
• Code database descriptions and specify identifiers of database to database management systems
• Maintain availability and integrity of databases, including referential integrity checking
• Monitor and manage database backups and perform restorations, loads and updates to databases,
• Port databases or parts of databases when needed
• Define, create and maintain production, development, and test environments
• Monitor database performance such as distribution of records and amount of available memory, drive space, and table space allocations.
• Be responsible for the starting and stopping of databases
• Monitor and maintain security of databases and database software on all corporate database applications and database instances
• Specify user roles and access levels for each segment of one or more data items
• Facilitate sharing of common data by overseeing proper key management and data dictionary maintenance
• Develop technical written specifications and procedures for database applications
• Train users and answer user questions as necessary
• Consult with department personnel on database needs to determine impact of database changes on other systems and staff costs for making changes | Oracle and SQL Servers and database instances

Live support and coverage during core business hours (8:00am pst – 5:00pm pst)

Remote support and coverage during noncore business hours |

	• Review project requests and parameters and provide appropriate project structure and time of project completion, including data conversion, data updates, data deletion, cost of data related issues, etc. • Recommend improvements or modifications to increase processing performance as necessary	
Oracle EBS Database Administration	• Installation, configuration, migration of EBS environments and instances • Backup, recovery and security of EBS databases and environments • Plan storage capacity of EBS databases and instances • Perform monitoring and performance tuning of EBS databases, EBS application environment and EBS processes • Maintain availability and integrity of EBS environments and application components, including concurrent managers, workflow engines, notification and alert engines and other key system processes • Monitor and manage EBS database backups and perform restorations, loads and updates to databases • Port EBS environments and databases or parts of environments and databases when needed • Define, create and maintain production, development, Patch and other pre-production environments • Calculate optimum values for EBS database and application parameters • Monitor and maintain security of the EBS environments, including specify user roles and access levels • Configure and maintain EBS profiles, configurations and core administrative components • Train application administrators answer user questions as necessary • Consult with department personnel on EBS architecture needs to determine impact of application stack or tech stack changes on EBS processes or interfaced systems	Oracle EBS instances Live support and coverage during core business hours (8:00am pst – 5:00pm pst) Remote support and coverage during noncore business hours

	• Review project requests and parameters and provide appropriate project structure and time of project completion, including data conversion, data updates, data deletion, cost of data related issues, etc. • Recommend improvements or modifications to increase processing performance as necessary	
Network Services Engineering and Administration	• Monitor systems in order to optimize performance and to initiate recovery control systems access and security. • Perform regular maintenance program system patches, security fixes and software updates. • Design, develop and test network computer applications, systems, network support databases and IP address assignment databases. • Maintain the Authority's network by ensuring hardware and software are operational on a 24/7 basis. • Oversee the operations and support of the wired and wireless data communication networks. • Provide on-call support to Information Technology on a rotating basis. • Assist in the development and design for the overall computer system and for each application from its conception to implementation phase. • Develop technical written specifications and procedures for hardware, software, and network applications. • Recommend and implement network policies and standards ensuring adherence to security procedures.	Live support and coverage during core business hours (8:00am pst – 5:00pm pst) Remote support and coverage during noncore business hours

	• Provide second lever support to ensure the business functionality and uptime and resolve trouble tickets from end-users. • Serve as an information resources person/internal consultant for the acquisition, installation, and support of new applications and hardware. • Provide user training. • Provide quality customer service by maintaining and improving the Authority's information systems and networks. • Perform hardware maintenance on all system layers. • Reconfigure hardware and software as approved. • Coordinate system activities with end users to identify needs. • Evaluate operations and activities of new applications or systems and their impact on network performance. • Audit, monitor, analyze and reconfigure network environments for performance improvement and future scalability. • Recommend modifications and improvements as necessary. • Participate in scheduled maintenance during non-peak/non-business hours and may be off premises.	
Linux (Redhat) OS Administration	• Monitor systems in order to optimize performance and to initiate recovery control systems access and security. • Perform regular maintenance program system patches, security fixes and software updates. • Maintain the Authority's infrastructure software are operational on a 24/7 basis. • Provide on-call support to Information Technology on a rotating basis. • Recommend and implement OS policies and standards ensuring adherence to security procedures. • Serve as an information resources person/internal consultant for the acquisition, installation, and support of new applications and hardware.	Live support and coverage during core business hours (8:00am pst – 5:00pm pst) Remote support and coverage during noncore business hours

|		
	• Perform OS, OS Utilities, and OS driver maintenance on all systems. • Coordinate system activities with end users to identify needs. • Audit, monitor, analyze and reconfigure OS environments for performance improvement and future scalability. • Recommend modifications and improvements as necessary. • Participate in scheduled maintenance during non-peak/non-business	
Programming, Software Development and Software Application Support	• Design, develop and test extensions to packaged applications and custom developed applications in use by the Authority • Develop and maintain a variety of complex data file structures and analyze, modify, test and debug existing applications • Design and develop integration solutions • Analyze problems from a conceptual design and flow chart • Provide daily assistance and training to users. • Work with industry standard development tools and report writers to design and implement complex systems and reports based on user inputs and needs. • Assist with user implementation of application software and user documentation • Collect, monitor and analyze data to assist with troubleshooting • Provide project status including data conversion, data updates, security requirements, data deletion, cost of data related issues, etc.	Live support and coverage during core business hours (8:00am pst – 5:00pm pst) Remote support and coverage during noncore business hours
Help Desk Customer and Technical Support	• Answer 1st and 2nd level help desk calls for support • Provided end user support, assistance and mentoring on the use of office technologies including, desktops, laptops, mobile devices and associated peripherals • Prepare software images of desktop environments, manage these and install them on equipment to be delivered to end users • Manage desktop equipment and peripherals, track equipment inventory, prepare and deliver	Live support and coverage during core business hours (8:00am pst – 5:00pm pst) Remote support and coverage

	requested equipment to users, retrieve and prepare equipment collected from users • Windows XP/7 desktop troubleshooting and support • Desktop Software Installation, troubleshooting and support (MS Office, MS Access, Adobe, Printers, Peripherals and Drivers) • Perform desktop software Installations, troubleshooting and support activities (MS Office, MS Access, Adobe, Printers, Peripherals and Drivers) • Perform portable device configurations, troubleshooting and support activities (Cell Phones, Tablets) • Provide general user support (coaching and mentoring on the use of technology, computing devices, and interfaced devices) • General LAN Administration, Troubleshooting and Support (IP Configurations, Local Domain Administration, Printers, File Shares, Access Issues)	during noncore business hours

3.   CURRENT CONDITIONS

Data Centers: The Agency maintains 2 main Data Centers in Los Angeles and Pomona for its systems. Production systems reside in both data centers with data being replicated across the Data Centers. The 2 main data centers are equipped with redundant power and cooling systems.

Infrastructure: Metrolink has standardized on Dell blade server hardware running Windows Server 2012 R2 in a virtualized server environment. Metrolink utilizes VMware virtual machine technology for server deployments. Storage is managed on Dell SAN storage appliances. File and print services are provided through Microsoft network technology with e-mail and cloud services provided through Microsoft Office365.

Network: Metrolink has standardized on HP enterprise switch equipment and Cisco router equipment. Metrolink's network consists of a switched core network between the 2 main data centers with remote sites connected via T1 private line, MPLS, or IPsec VPN. Metrolink also maintains redundant WatchGuard firewalls for network security. A high level network diagram is shown below.
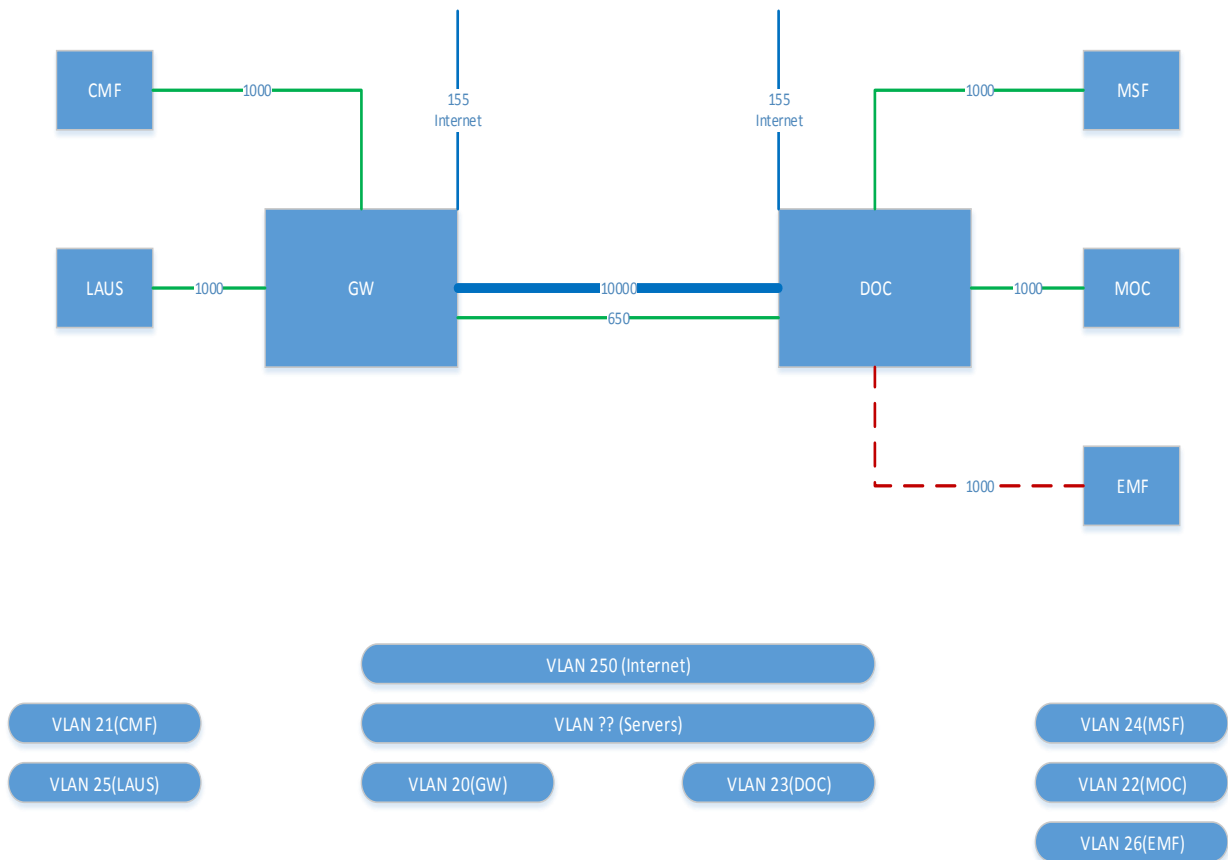
Applications:

Metrolink currently supports 31+ distinct software packages supporting its operations from financial tools to train operations. This scope of this RFP is to provide services to support Metrolink Business Systems, with a focus on core Enterprise Business systems, which are shown below:
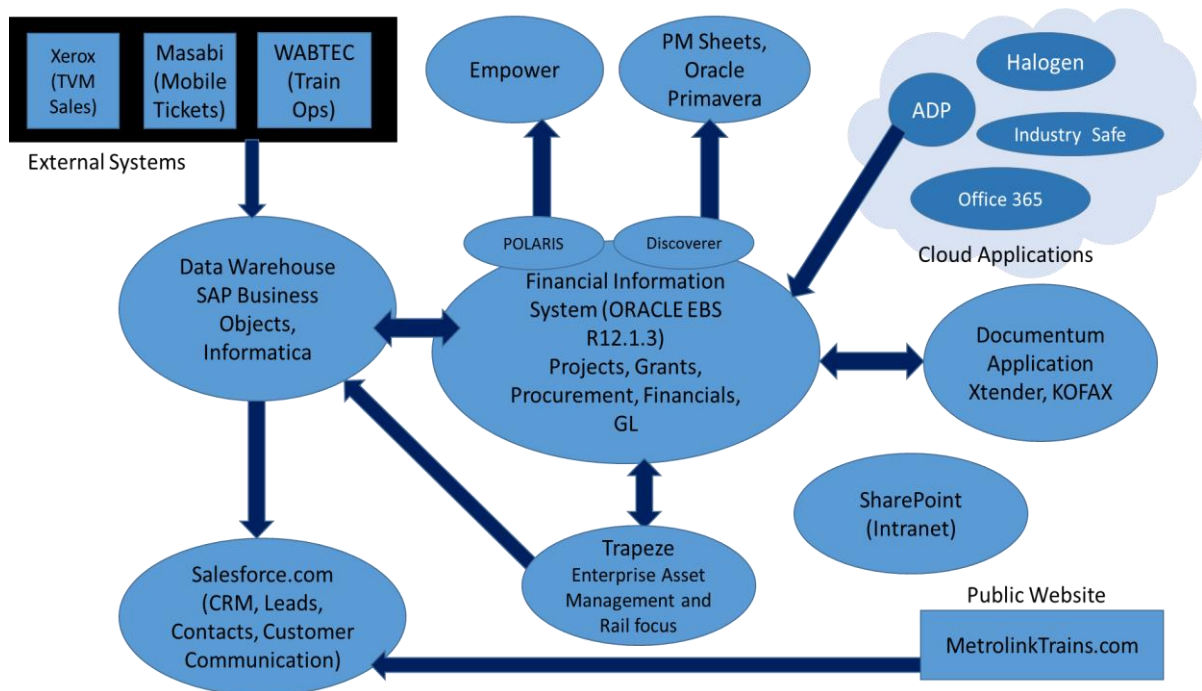
Metrolink Logical Application Portfolio – Core applications

These applications support an administrative team including Finance, Grants, Project Management, Operations, Procurement and Administrative Services supporting roughly 500 active directory accounts representing both contractors and permanent employees.

Metrolink desktop standards include Dell hardware, for both desktop and laptop devices, running Windows 7 in a Windows 2012 network OS environment. Metrolink also issues Mobile phones - primarily Android and secondarily iOS phones to employees and contractors.

The current application catalog is as follows:

Software Inventory

| Item	System	Owner	Usage	Functional Overlap
1	Sympro	Finance	Treasury Management	Oracle
2	CFS TAX	Finance	Tax Management	Oracle
3	Unitime / EmpowerTime Software	Finance - Payroll	Time tracking	
4	ADP	Finance - Payroll	Payroll	Oracle
5	Identipass	Administration	Building / Site Security	
6	Filetrail	Administration	Physical File Tracking	
7	SureTrack/Fast Look (Primavera/Oracle)	Engineering	Project Management	Oracle
8	Microstation CAD	Engineering	Engineering Diagrams and Documentation	
9	Bartender Software	Inventory Control	Labeling and barcoding software	Assetworks
10	Documentum - Application Xtender/AXO	Administration	Document management solution	SharePoint
11	SiteHelpDesk	IT	Helpdesk tracking system	SalesForce.com
12	Maximus - Assetworks	Operations, Mechanical, Equipment, Inventory Management, Signals, Track, Structures, Bombardier Administration	Inventory Fleet Management Parts Management Maintained and Repair Asset Management Operational Management	Oracle
13	SharePoint	Multiple		Multiple/Undefined
14	MultiRail			
15	Pagegate	MOC/Operations	Paging services	
16	Stancil	MOC/Operations	Voice Recording Services	
17	Metro Citation	MOC/Safety	Citation tracking and reporting	
18	AIRG	MOC/Safety	FRA Reporting	
19	PACMS	Customer Comm	Station Signage	
20	Smart Draw	Security	Scheduling	MS Visio
21	MOWIS/Zeta Tech	Engineering-MOW	Track and Tie Inspection system	Assetworks
22	ETS	Operations - Compliance	Efficiency Testing Database	
23	Teletrol/Gasboy/FuelFocus	Facilities/Equipment	Fuel Management	Assetworks
24	Business Objects Enterprise	Corporate (All)	Business Intelligence, Data warehouse and Reporting solution	Oracle Discoverer
25	Oracle eBusiness Suite 11i	Finance	Accounting and Financial Management	Assetworks
26	Digicon	Dispatch	Train Management and Dispatch	PTC
27	Halogen	HR	Performance rating and staff management	
28	Salesforce.com	Research & Planning Manager	CRM system for ticket information	
29	ENSCO (VTI)	Engineering-MOW	Vehicle Tracking System - Ride Quality and GPS coordinates	Assetworks
30	Metrolinktrains.com	Research & Planning Manager	Metrolink's Internet Web Page	SalesForce.com
31	RailWayWorks	Engineering-Signals	Record and track signals defects/trouble tick	Assetworks

Metrolink Application Listing

The Authority supports several Oracle database instances listed below:

Environment	Server Name	SID	Purpose
Prod(FIS/EBS)			Production Finance system
Database	ors62	R12PROD	Database Tier
Middle	laerpwebprod1		WebTeir
Concurrent/Reports	laerpcmprod1		Concurrent Tier
Discoverer	laerpdscprod1		Discoverer Tier
Standby (FIS/EBS)			Prodcution Standby/DR Environment for Finance system
DR-Database	ors62r	R12PRODS	Database Tier
DR-Middle	docerpwebprod1		WebTeir
DR-Concurrent/Reports	docerpcmprod1		Concurrent Tier
DR -Discoverer	docerpdscprod1		Discoverer Teir
DEV(FIS/EBS)			Development Environement Finance System
Database	ors69	R12DEV	Database Tier
Middle	laerpwebdev1		WebTeir
Concurrent/Reports	laerpcmdev2		Concurrent Tier
Discoverer	laerpdscdev1		Discoverer Teir
UAT(FIS/EBS			User Acceptance Testing environement Finance System
Database	ors68	R12UAT	Database Tier
Middle	laerpwebtest1		WebTeir
Concurrent/Reports	laerpcmtest1		Concurrent Tier
Discoverer	laerpdsctest1		Discoverer Teir
DBA(FIS/EBS			DBA environment for Finance System
Database	ors66	R12DBA	Database Tier
Middle	docerpwebdba1		WebTeir
Concurrent/Reports	docerpcmdba1		Concurrent Tier
Discoverer	docerpdscdba1		Discoverer Teir
Grid Control			Monitoring tool for Oracle Databases
Prod	lagcprod1	OMSPROD	Monitors all oracle databaase environments
Train Schedule/Multi-Rail			Train Schedule System
Prod	ORS71	MRPAX	Prodcution Train Scheduling System
Test	ORS73	MRPAXT	Test Train Scheduling system
DR-Database	ORS71R	MRPAXR	Standby Train sceduling system
ASSETWORKS			Inventory system
PROD	ors71	EAMP2	Prodcution Inventory Managment system
DEV	ors73	EAMD2	Development Management system
UAT	ors75	EAMT2	Test inventory management system
DR-Database	ors71r	EAMR2	standby inventory management system
Primavera			Project Management Software
Prod	ors31	scrra	Project management System
DR-Database	ors31r	scrrar	DR Project management System
Financial Development Support			
Prod	ors31	FDST	Finacial development support tool
Data Wharehouse			Data Whareouse & Business Intellegance Tools
Prod	ors51	ware	Used for Busines Intelligence Reproting
Dev	ors53	wared	Used for Busines Intelligence Reproting
Prod	ors51	info	Used for Busines Intelligence Reproting
PTC			Train Control database
PROD	ors31	CGIP	Train Control Prodcution Databases
DEV	ors73	CGID2	Train control dev database .

Metrolink Application Listing

The Authority's Information Technology (IT) department is organized into Applications, Infrastructure and Help Desk teams, and will be supported by resources as proposed in a response to this RFP. The intention is that the support team proposed would integrate with and work in partnership with other elements of the IT organization. Each candidate external resource would be aligned under the appropriate IT functional team (i.e. Application or Infrastructure or Helpdesk).

The following conceptual organization chart reflects an illustrative sample of how proposed support resources would be aligned with Metrolink staff. While this structure suggests a number of specific positions, this should be taken as a guideline, not as a requirement.
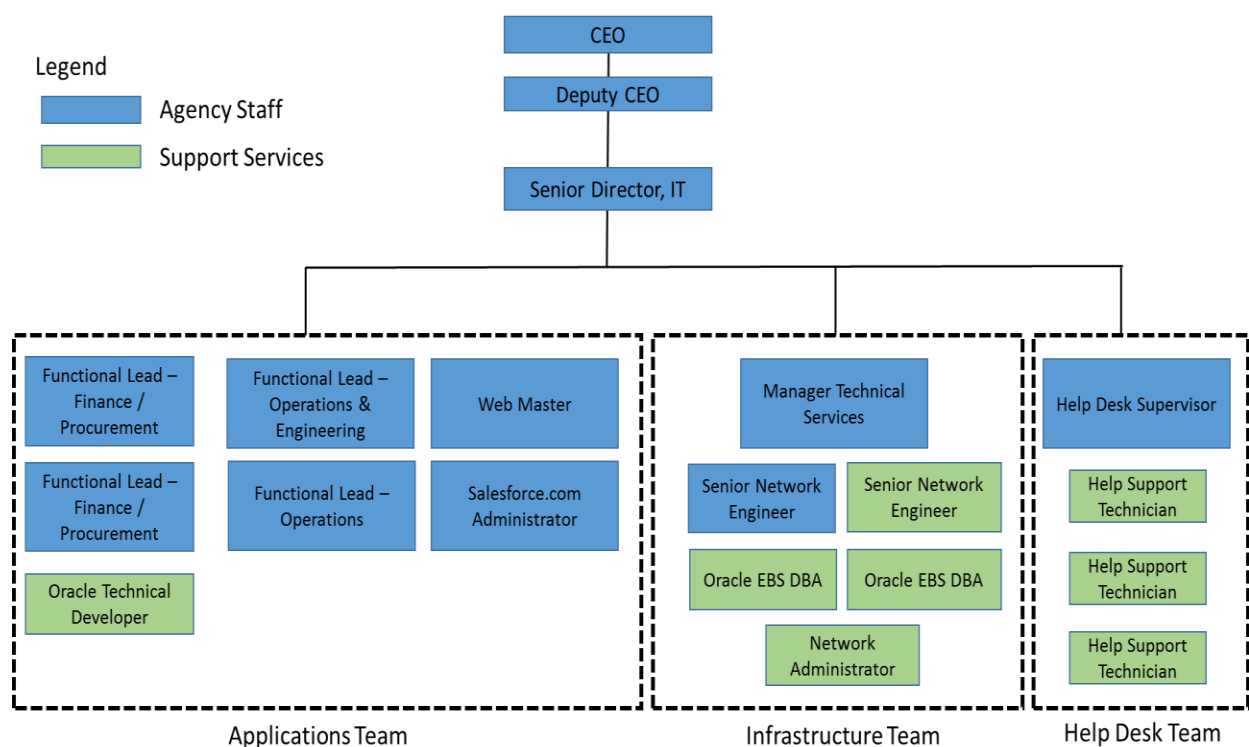
4. SERVICE LEVELS

The Authority requires that the vendor establish specific service levels for each service areas requested in this document. The established service levels are used to gauge the performance of the services provided against agreed to baseline standards and benchmarks. Service level objectives are provided in the next section and act to provide a guideline for the establishment of service levels.

5. SERVICE LEVEL OBJECTIVES AND RESOLUTION TARGETS

Availability

Server Type	Availability Service Level Objectives based on server functionality
Oracle Production Servers*: Assetworks Production Servers*:	Database Servers: 99.80% Application Servers: 99.50% Deployment Server: 99.50%
Oracle / Assetworks QA Servers	No SLO
Oracle / Assetworks Development Servers	No SLO

* Measured over the duration of each calendar month

Response Time

Service	Availability Service Level Objectives	Remarks
Help Desk Call	90%	During core hours, baseline call volume will be answered in 30 seconds and 5% abandonment after 30 seconds
Technical Support	90%	During core hours, tickets assigned to technical support will be acknowledged within 30 minutes of assignment. During noncore hours, tickets assigned to technical support will be acknowledged by the on call support resource within 1 hour of assignment.

Service Severity Levels

Service Severity Level	Description	Incident Characteristics
1	**Critical Impact** All or most users are affected. Business operations affected	• A complete crash, or unavailability, of the Applications; • Part of the Applications maintained is not operational, with 90% of users' operation impacted; • Severe problem, impact all services/operations and cannot be circumvented.
2	**High Impact** Important functions not available, no recovery option immediately available	• Part of the Applications maintained is not operational, with 50% of users' operation impacted; • Significant defect, results in degradation in major services or operations.
3	**Low Impact** Less important functions not available, recovery option available	• Part of the Infrastructure maintained is not operational, with minor or no impact on the operation of the JDE Application; • Minor defect, bypass or deviation available.
4	**Minimal Impact** Response to queries, one user affected	• Part of the Infrastructure maintained is not operational, with minor or no impact on the operation of the JDE Application; • Trivial defect has little or no impact on services or operations.

Resolution Targets

Severity	Description	Target Resolution or Bypass	Target Resolution & Close	Notification & Status Update
1	**Critical Impact** All or most users are affected. Business operations affected	> 80% within 4 hours	> 80% within 1 days	Notify Customers immediately with regular status update.
2	**High Impact** Important functions not available, no recovery option immediately available	> 80% within 1 days	> 80% within 2 days	Notify Customers if not resolved within 4 hours. Status updates on a 4 hour basis.
3	**Low Impact** Less important functions not available, recovery option available	> 80% within 4 days	> 80% within 15 days	Notify Customers if not resolved within 2 working days. Weekly status update.
4	**Minimal Impact** Responses to queries, one user affected	Not Applicable	> 80% within 30 days	Notify Customers if not resolved within 5 working days. Monthly status update.

6. SERVICE CONTACTS

The Authority requires that the vendor establish a contact sheet and availability calendar to be used to contact support resources after hours. An account manager and single point of contact is to be made available and responsible for the successfully delivery of service to the Authority by the vendor.

The account manager is to facilitate and deliver service level reporting and be responsible for adjusting team skillsets and performance to address identified issues. The vendor will develop and provide an escalation plan to include the levels and timing of escalations that are to occur during the issue resolution process. This escalation plan will give increasing focuses to issues as they age or have a greater impact on the organization. The escalation plan will include both SCRRA escalation paths and vendor internal escalation paths.

7.   SERVICE PRINCIPLES

The authority has established guiding principles for the Information Technology Organization. The vendor is to use these principles in developing its proposed service program.

Information Technology support services are to be provided through the Information Technology Helpdesk. The Helpdesk is committed to delivering quality customer service and technical solutions in support of the Agency. To ensure the best possible support, the Helpdesk provides the Agency with this Service Level Agreement outlining specific services, priority, and responsibilities that are related to the support of Information Technology.

Customer Support Team:

Support/helpdesk tasked with providing direct support to customer teams in the usage of technology

Key Objectives

- Provide direct support to customers in line with defined service levels and objectives
- Provide customer with one on one training in system usage and services, from the PC to the applications being used on the PC
- Proactively identify and respond to issues that are or could impact normal business operations
- Monitor major systems and processes and act as the coordination point for issue management, escalation and resolution

Technical Team:

Support, manage and develop solutions to meet business needs

Key Objectives

- Provide 2nd level support for all key components of the computing infrastructure
- Monitor and maintain computing infrastructure and services
- Develop business solutions
- Manage systems and services availability to defined service levels

8.   SERVICE LEVEL REPORTING

The Authority requires that the respondent provide reporting on the performance of the services team. This reporting is to be delivered in the form of predefined and

agreed to Service Level Agreement Key Performance Indicators. Such indicators will be used to gauge the effectiveness of the team in its execution of the duties and responsibilities under contract. In addition to reporting, the Authority requires that the provider coordinate and attend a standing monthly status meeting in which service levels are reported and general team status is presented.

9.   TOOLS, PROCESS AND PROCEDURES

The Authority has invested in Helpdesk software for the purposes of managing and tracking support requests, change requests and other service activities. The vendor proposing to provide services should assume in their proposal that their team would utilize Authority service tracking tools.

The Authority has developed and implemented comprehensive policies and procedures covering all aspects of its information technology operations, including security, change management, asset management, the use of information technology resources and other guidelines. The Vendor will be required to adhere to these policies and procedures in the execution of the services proposed.

10.   OTHER CONSIDERATIONS

The Authority may choose to consider and offer permanent employment to contract staff after a period of 3 months in their contract.

**SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
METROLINK COMMUTER RAIL SYSTEM**

CONTRACT NO. SP445B-16

IT TECHNICAL SUPPORT SERVICES

ATTACHMENT B:

SAMPLE NONDISCLOSURE AGREEMENT

Metrolink Information Technology
Systems Administrator
Confidentiality Statement

As an employee or consultant with administrative access to certain systems, networks and data sources as within the scope of your role in the Information Technology Department at the Southern California Regional Rail Authority, you may be privy to or be able to grant access to information that is considered sensitive and confidential. Examples include: network and application data and passwords, encryption keys, access to email accounts and employee personal information.

Administrative access carries a higher level of responsibility then normal systems access and as such, bounds you to a higher level of confidentiality. An administrator must maintain the utmost care in the management and administration of security, systems and data access. This confidentiality agreement verifies that you have read and agree to be bound by Southern California Regional Rail IT Policies and Procedures; and that you understand and agree to adhere to the restrictions provided in those documents in addition to the following:

1. Unauthorized use or access to system records and information is prohibited

2. Accounts granted to system users may be used only for work associated with the programs of the Southern California Regional Rail Authority and its duly authorized agents

3. To maintain account and password security, disclosure of any account information and passwords to anyone is prohibited.

4. Exhibiting or divulging the contents of any record or report to any person except in the execution of normal duties and responsibilities and as directed by duly appointed employees or agents is prohibited.

5. Personally benefiting or allowing others to benefit from any confidential information, or knowledge thereof, gained by virtue of work assignments and/or network or system access is prohibited.

6. Directly or indirectly causing the inclusion of any false, inaccurate, or misleading entries into any records or reports is prohibited.

7. No official record or report or copy thereof, whether paper or electronic, may be removed from the office where it is maintained except in the performance of system user´s job duties and responsibilities.

8. All systems with administrative or elevated access to data, systems and or tentative software tools must be completely exited before leaving a computer or server unattended.

9. Violation of security precautions to protect confidential information may be a crime, and may be subject to appropriate legal action and/or criminal prosecution.

10. No one is to aid or act in conspiracy with another to violate any of the rules listed above.

Failure to adhere to the above statements could seriously and adversely impact the Agency, its member agencies, business partners, its customers and will result in appropriate corrective or disciplinary action up to and including termination.

My signature below indicates that I have read and understand the above *"Confidentiality Statement"*.

Employee Signature: _____

Print Name: _____

Date: _____

Signature of Company Representative: _____

Print Name: _____

Date: _____