

ORIGINAL

CONTRACT AGREEMENT

between

CONTRACTOR

**CUBIC TRANSPORTATION
SYSTEMS INC**

5650 Kearny Mesa Road
San Diego, CA 92111

Telephone: 858-268-3100

Project Manager:

Josh List

josh.list@cubic.com

And

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

CONTRACT DOCUMENTS

RFP NO. SP475-17

**OPTICAL READER INSTALLATION
AND MAINTENANCE FOR
SEAMLESS TRANSFERS
THROUGH METRO TAP FARE
GATES**

AWARDED: October 28, 2016

Contract Amount: \$1,200,000

Authority Project Manager:

Name: Mark Waier

Title: Project Manager

Telephone: 213-452-0324

Email: waierm@scrra.net

Contract Administrator:

Name: Andrew Conriquez

Title: Senior Contract &
Compliance Administrator

Telephone: 213-452-0217

Email: conriqueza@scrra.net

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

**CONTRACT NO. SP475-17
OPTICAL READER INSTALLATION AND MAINTENANCE FOR SEAMLESS
TRANSFERS THROUGH METRO TAP FARE GATES**

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This Contract is made and entered into as of this 28th day of October 2016, by and between the SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (hereinafter referred to as "Authority") and CUBIC **TRANSPORTATION SYSTEMS INC** (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 "Services" or "Work");

WHEREAS, Authority desires to hire Contractor;

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 Services to be rendered; (2) has inspected and reviewed the Services 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 Services 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 WORK/SERVICES

- A. Contractor will perform the Work/Services and related tasks as described in the Scope of Work/Services. The Scope of Work/Services is attached hereto and is incorporated by reference into and made a part of this Agreement.
- B. This is a non-exclusive Contract, whereby Authority may, at its sole discretion, augment or supplant the Work/Services 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 Services for Authority.

2. PERIOD OF PERFORMANCE

- A. The period of performance shall be for a period of three years from effective date of Notice to Proceed for all obligations other than the full service warranty, unless amended by mutual agreement of both parties through a written amendment to

this Contract or unless earlier terminated pursuant to the provisions of this Contract.

- B. The period of performance of the full service warranty as described in Attachment A shall be from the effective date of Notice to Proceed until June 30, 2018.

3. NOTICE TO PROCEED

Except as specifically authorized in writing by the Authority, the Contractor is not authorized to perform Services under the Contract until the effective date of the Notice to Proceed. Upon the effective date of the Notice to Proceed, the Contractor shall be available to commence Services and comply with all terms and conditions of the Contract. Contractor shall diligently perform the Service to completion within the time limits specified in the Article entitled Period of Performance.

4. PAYMENT

- A. For Contractor's full and complete performance of its obligations under this Agreement, Authority's maximum cumulative payment obligation under this Agreement shall be One Million Two Hundred Thousand Dollars (\$1,200,000), including all amounts payable to Contractor for all costs including but not limited to direct labor; other direct costs, including any subcontracts; indirect costs including but not limited to leases, materials, taxes, insurance and profit.
- B. Exhibit 1, Milestone Payment Schedule, corresponding to work to be performed as set forth in the Scope of Services shall establish the basis for periodic milestone payments to the Contractor.
- C. Contractor shall invoice Authority based on the Milestone Payment Schedule as listed in Exhibit 1. Contractor shall furnish information as may be requested by Authority to substantiate the validity of an invoice.
- D. At its sole discretion, 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.
- E. Invoicing

Contractor shall submit invoices via e-mail to:

accountspayable@scrra.net

Each invoice shall include the following information:

- ☐ Contract number
- ☐ Time period covered by the invoice
- ☐ Amount of payment requested
- ☐ Information as requested by Authority

Authority shall remit payment within thirty (30) calendar days of approval of the invoices by Authority's Project Manager.

5. 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, or other records reasonably related 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.

6. NOTIFICATION

All notices hereunder concerning this Agreement and the services 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:

Southern California Regional Rail Authority
One Gateway Plaza, 12th Floor
Los Angeles, CA 90012
Attn: Andrew Conriquez
Senior Contract & Compliance Administrator

To the Contractor:

**CUBIC TRANSPORTATION
SYSTEMS INC**
5650 Kearny Mesa Road
San Diego, CA 92111
Attn: Stacy Schievelbein
Contract Manager

7. AUTHORITY AND CONTRACTOR'S REPRESENTATIVES

A. Authority's Project Manager

The Authority's Project Manager under this Agreement shall be Mark Waier, Manager, Marketing and Sales.

B. Contractor's Key Personnel

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

<u>Name</u>	<u>Role</u>
<u>Josh List</u>	<u>Project Manager</u>

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.

8. TERMINATION FOR CONVENIENCE

Authority may terminate this Agreement for Authority's convenience at any time by giving Contractor a minimum of thirty (30) calendar days' written notice of Authority's election to terminate. Upon receipt of such notice, Contractor shall immediately take action not to incur any additional obligation, cost or expense, 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 not be entitled to make any claim against Authority in connection with this Agreement. All finished or unfinished documents and any materials procured for or produced pursuant to this Agreement shall become the property of Authority upon the effective date of such termination for convenience.

9. TERMINATION FOR BREACH OF AGREEMENT

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 specified in Authority's notice of default, then Authority may terminate this Agreement due to Contractor's breach of this Agreement.

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.

If Contractor violates Article 43, Compliance with Lobbying Policies, then Authority may immediately terminate this Agreement.

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, Services 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 to, any excess costs for such Services.

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

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 the article entitled TERMINATION FOR CONVENIENCE.

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.

10. 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.

11. SUBCONTRACTING

Authority hereby consents to Contractor's subcontracting of portions of the Services 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**

Services to Be Performed

NONE USED

12. INDEPENDENT CONTRACTOR

- A. The Contractor's relationship to the Authority under 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 the Authority. Contractor shall pay all wages, salaries and other amounts due its employees in connection with work performed under 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.
- B. Contractor shall perform and exercise, and require its SubContractors/ Suppliers to perform and exercise due professional care and competence in the performance under this Agreement. Contractor shall be responsible for the professional quality, technical accuracy, completeness and coordination of Agreement, it being understood that Authority will be relying upon Contractor's professional competency.

13. INSURANCE

Throughout the duration of this Agreement, Contractor shall maintain the following insurance, which shall be full-coverage insurance not subject to self-insurance provisions. Contractor shall not of its own initiative cause such insurance to be canceled or materially changed during the course of this Agreement.

- A. **Commercial General Liability** to include Products/Completed Operations, independent Contractor, Contractual Liability, and Personal Injury Liability; with at least the following limits of liability:
 - 1. Primary Bodily Injury Liability Limits of \$1 Million per occurrence, and
 - 2. Primary Property Damage Liability Limits of \$1 million per occurrence,
 - 3. Combined single limits of liability for Primary Bodily Injury and Primary Property Damage of \$2 million per occurrence.
- B. **Automobile Liability** with the following limits:
 - 1. Primary Bodily Injury with limits of \$1 million per occurrence; and
 - 2. Primary Property Damage with limits of \$1 million per occurrence; or

3. Combined single limits of Liability for Primary Bodily and Primary Property Damage of \$2 million per occurrence.
- C. **Workers' Compensation Insurance** with the limits established and required by the State of California.
- D. **Employer's Practices Liability** with limits of \$1 million per occurrence.
- E. **Professional Liability (Technology E&O)** with limits of \$2 million per occurrence.

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

Proof of 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 & Compliance Administrator. The insurance coverage is subject to the following requirements:

The Authority, its member agencies, officers, directors, employees and agents are named as additional insured via endorsement on Commercial General Liability and Automobile Liability insurance with respect to performance of services under the contract.

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

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

14. 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) ("Claims") arising from or connected with any alleged negligent 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. In addition, Contractor shall indemnify the entities and

parties identified in the first sentence above for all Claims brought by employees or independent Contractors of Contractor, regardless of cause.

Authority shall indemnify, defend and hold harmless Contractor, and their officers, directors, employees and agents from and against any and all Claims arising from or connected with any alleged negligent act and/or omission of Authority, its member agencies, its officers, directors, employees, agents, Subcontractors or suppliers. This indemnity shall survive termination of this Agreement and/or final payment thereunder. In addition, Authority shall indemnify the entities and parties identified in the first sentence above for all Claims brought by employees or independent Contractors of Authority, regardless of cause.

15. SUSPENSION OF SERVICES

The Authority may at any time and for any reason within its sole discretion issue a written order to the Contractor suspending, delaying, or interrupting all or any part of the services for a specified period of time.

The Contractor shall comply immediately with any written order suspending the services that it receives from the Authority, and take all reasonable steps to minimize allocable costs covered by the suspension period. The Contractor shall resume performance of the suspended Services upon expiration of the notice of suspension, or upon direction of the Authority.

16. CHANGES IN SCOPE OF WORK

By written notice or order, Authority may, from time to time, order work suspension or make changes to this Contract. Changes in the services shall be mutually agreed to and incorporated into an amendment to this Agreement. Upon execution of an amendment, Contractor shall perform the services, as amended. Amendments to the Agreement may require prior approval by the Authority's Board of Directors, and in all instances require prior signature of authorized representative of the Authority.

17. 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 or as necessary to the performance of CONTRACTOR'S scope of work under a relevant contract with Los Angeles County Metropolitan Transportation Authority. 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, unless in contradiction with CONTRACTOR'S scope of work under a relevant contract with Los Angeles County Metropolitan Transportation Authority. 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.

18. 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.

19. 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 Agreement.

Even though a claim may be filed and/or in review by Authority, Contractor shall continue to perform in accordance with this Contract.

20. EQUAL OPPORTUNITY

In connection with the execution of this Contract, 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 disability, 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.

21. PATENT AND COPYRIGHT INFRINGEMENT

- A. In lieu of any other warranty by Authority or Contractor against patent or copyright infringement, statutory or otherwise, it is agreed that Contractor shall defend at its expense any claim or suit against Authority on account of any allegation that any item furnished under this Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Contractor shall pay all costs damages finally awarded in any such suit or claim, provided that Contractor is promptly notified in writing of the suit or claim and given authority, information and assistance at Contractor's expense for the defense of same. However, Contractor will not indemnify Authority if the suit or claim results from: (1) Authority's alteration of a deliverable, such that said deliverable in its altered form infringes upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by Contractor when such use in combination infringes upon an existing U.S. letters patent or copyright.
- B. Contractor shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof. Contractor shall not be obligated to indemnify Authority under any settlement made without Contractor's consent or in the event Authority fails to cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at Contractor's expense. If the sue or sale of said item is enjoined as a result of such suit or claim, Contractor, at no expense to Authority, shall obtain for Authority the right to use and sell said item, or shall substitute an equivalent item acceptable to Authority and extend this patent and copyright indemnity thereto.

22. 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 Services in accordance with the requirements of this Agreement. Contractor shall be responsible for the professional quality, technical accuracy, completeness and coordination of the Services, it being understood that Authority will be relying upon such professional quality, accuracy, completeness and coordination in utilizing the Services. 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 services 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 services 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 services under this Agreement under this Article shall not be re-assigned to perform services under this Agreement without Authority's prior written approval.

23. 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.

24. 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.

25. COMPLIANCE WITH LAW

Contractor shall familiarize itself with and perform the services 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 services may be affected by services under this Agreement. Contractor shall also comply with all Federal, California and local laws and ordinances.

26. WHISTLEBLOWER REQUIREMENTS

No Contractor shall adopt any rule, regulation or policy preventing an employee from disclosing information to a government or law enforcement agency, where the employee believes the information discloses violation or noncompliance with a state or Federal regulation; nor shall an employer retaliate against an employee for taking such actions as set forth in the California Labor Code §1101 et seq.

27. 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 services 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 stakeholder, 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.

28. 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.

29. SEVERABILITY

In the event any Article, section, Subarticle, paragraph, sentence, clause, or phrase contained in the Agreement shall be determined, declared, or adjudged invalid, illegal, unconstitutional, or otherwise unenforceable, such determination, declaration, or

adjudication shall in no manner affect the other Articles, sections, Subarticles, paragraphs, sentences, clauses, or phrases of the Agreement, which shall remain in full force and effect as if the Article, section, Subarticle, paragraph, sentence, clause, or phrase declared, determined, or adjudged invalid, illegal, unconstitutional, or otherwise unenforceable, was not originally contained in the Agreement.

30. FORCE MAJEURE

The Contractor will be granted an extension of time for any portion of a delay in completion of the work caused by acts of God or the public enemy, wars, civil disturbances, fires, floods, earthquakes, epidemics, quarantine restrictions, freight embargoes, mechanical failures, strikes or weather more severe than normal, providing that (1) the aforesaid causes were not foreseeable and did not result from the fault of negligence of the Contractor, (2) the Contractor has taken reasonable precautions to prevent further delays owing to such causes, and (3) the Contractor notifies the Authority in writing of the causes(s) for the delay within five days from the beginning of any such delay. No claims for additional compensation or damages for the foregoing delays shall be allowed to the Contractor, and the extension of time provided for herein shall be the sole remedy of the Contractor on account of any such delays.

31. GOVERNING LAW

- A. 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.
- B. Contractor shall comply with all applicable federal, state and local laws and ordinances.

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 Contractor's Proposal dated October 18 and 31, 2016.

33. 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.

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

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.

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 Services.

35. APPLICABILITY OF FEDERAL GRANT CONTRACT

This Contract may be subject to one or more financial assistance contracts between Authority and the U.S. Department of Transportation (DOT), which incorporate the current Federal Transit Administration (FTA) Master Agreement and Circular 4220.1E. The Contractor and its Subcontractors are required to comply with all terms and conditions prescribed for third party contracts in these documents. Federal laws, regulations, policies and administrative practices may be modified or codified after the date this Contract is established and may apply to this Contract. To assure compliance with changing Federal requirements, acceptance of Contract award indicates that the Contractor agrees to accept all changed requirements that apply to this Contract.

36. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

All contractual provisions required by DOT and the Master Grant Agreement, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Authority request that would cause Authority to be in violation of the FTA terms and conditions.

37. FEDERAL FUNDING LIMITATION

Contractor understands that funds to pay for Vendor's performance under this Contract are anticipated to be made available from the United States Department of Transportation through the FTA. All funds must be approved and administered by FTA. A portion of Authority's obligation hereunder may be payable from funds that are appropriated and allocated by FTA for the performance of this Contract. If funds are not

allocated, or ultimately are disapproved by FTA, Authority may terminate or suspend Contractor's services without penalty. Authority shall notify Contractor promptly in writing of the non-allocation, delay, or disapproval of funding.

38. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

1. The Contractor acknowledges and agrees 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 Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.
2. 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.

39. FEDERAL CHANGES

1. In the event local, state or Federal laws or regulations that were not announced or enacted at the time of the Contract award are enacted before performance of the services and such laws or regulations make standards more stringent or compliance more costly under this Contract, the Contractor shall notify Authority in writing of such laws or regulations and their effects on the pricing or delivery schedule promptly after the Contractor first becomes aware of the laws and regulations and prior to incurring any such expenses.
2. Authority will make a determination as to whether the Contractor should be reimbursed for any such expenses or any time extensions should be granted.
3. The Contractor shall be deemed to have had notice of any Federal law or regulation announced or enacted at the time of Contract award, even though such law or regulation did not take effect or become operative until some date after the Contract award.
4. The Contractor shall, immediately upon becoming aware of any such imposition or change of requirement, provide Authority with full and detailed particulars of the changes required in the services

and of cost involved therein, or shall be deemed to have waived any rights under this article. In the event any governmental requirements are removed, relaxed, or changed in any way after the date of Contract award so as to make the Contractor's performance less expensive, or less difficult, then Authority shall have the option either to require the Contractor to perform pursuant to the more rigorous requirements or to receive a reduction in the price of the services affected for all savings in direct costs which may be realized by the Contractor by reason of such change and appropriate adjustments in deductions for overhead and profit made so as to reflect actual savings made by the Contractor. Authority shall give the Contractor notice of Authority's determination, and anticipated savings.

40. INTEREST OF MEMBERS OF, OR DELEGATES TO, CONGRESS

No member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this Contract or to any benefit arising there from.

41. 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.

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.

B. Contractor has certified and disclosed in their Proposal submittal, for itself and for each subContractor, at all tiers, performing work or services on the Contract, that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of the Authority, a Member Agency, any other state or Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federally-funded Contract, grant or any other award, covered by 31 USC 1352. Contractor and subContractors at every tier must have disclosed the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contact on its behalf with non-Federal funds with respect to Federally-funded contracts, grants or awards covered under the Lobbying Disclosure Act of 1995. Such disclosures are forwarded from tier to tier up to the Contractor, and from Contractor to the Authority.

Contractor shall file a certification and disclosure, as required by 49 CFR 20, when any of the following covered events occur:

- a. Contractor has increased, by \$25,000 or more, the amount paid or expected to be paid for influencing or attempting to influence any covered Federally-funded action;
- b. Contractor has changed the person(s) or individual(s) influencing or attempting to influence a covered Federally-funded action;
- c. A subcontract, at any tier, in an amount of \$100,000 or more is awarded by the Contractor for work or services included within the scope of this Contract
- d. An amendment to this Contract, in an amount of \$100,000 or more, is approved by the Authority.

42. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. 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 the services are being performed. In addition to other liquidated damages 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 USC §5307, the government reserves the right to impose the penalties of 18 USC §1001 and 49 USC §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.

43. ENERGY CONSERVATION REQUIREMENTS

Contractor shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 USC §6321 *et seq.*).

44. CLEAN WATER REQUIREMENTS

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §§1251, *et seq.* The Contractor agrees to report any violation of these requirements resulting from any project implementation activity to FTA and the appropriate U.S. EPA Regional Office.

45. CLEAN AIR

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

46. BUY AMERICA

The Contractor shall comply with 49 U.S.C. §5323(j) and 49 CFR Part 661. Contractor is bound by its original certification and is not permitted at any point during the duration of the Contract to change its certification (as required by 49 CFR 661.13(c)) and is not eligible for waiver of these requirements other than any waivers granted by the FTA prior to the execution of this agreement.

47. REQUIREMENTS FOR AMERICANS WITH DISABILITIES ACT

The Contractor is also required to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC §§ 12101, *et seq.*; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; and 49 USC § 5301(d), and the following regulations and any amendments thereto:

- a. U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37.
- b. U.S. Department of Transportation regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27.
- c. U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Federal Government services," 28 CFR Part 35.
- d. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36.
- e. U.S. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19.
- f. U.S. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630.
- g. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F.
- h. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609.
- i. Any implementing requirements that the FTA may issue.

48. CIVIL RIGHTS REQUIREMENTS

The following requirements apply to this Contract:

1. Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 USC §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC §6102, section 202 of the Americans with Disabilities Act of 1990, 42 USC §12132, and Federal transit law at 49 USC § 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:**

a. Race, Color, Creed, National Origin, Sex

In accordance with Title VII of the Civil Rights Act, as amended, 42 USC §2000e, and Federal transit laws at 49 USC §5332, the Contractor agrees to comply with all applicable equal opportunity requirements of the U.S. Department of Labor regulations, "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 USC §2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Agreement. 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 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 USC §§623 and Federal transit law at 49 USC §5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reasons 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 USC §12112, the Contractor agrees that it will comply with the requirements of the 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.

49. PREFERENCE FOR RECYCLED PRODUCTS

1. To the extent practicable and economically feasible, the Contractor agrees to provide a competitive preference for recycled products to be used in the work pursuant to the U.S. Environmental Protection Agency Guidelines at 40 DFR Part 245-253, implementing Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC §6962.
2. The Contractor should use both sides of paper sheets for copying and printing where practicable.
3. Credit for sale of scrap materials will be the actual amount, without markup or fee.

50. CARGO PREFERENCE

Pursuant to 46 CFR part 381, the Proposer agrees:

To utilize privately owned United States flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States flag commercial vessels.

To furnish within twenty (20) days following the date of loading for shipments originating within the United States, or within thirty (30) working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, commercial ocean bill of lading in English for each shipment of cargo to Authority (through the Contractor in the case of SubContractor bills of lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, SW, Washington, D.C., 20590, marked with appropriate identification of the Contract.

To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

51. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

In accordance with federal financial assistance agreements with the U.S. DOT, Authority has adopted a Disadvantaged Business Enterprise (DBE) Program, in

conformance with Title 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs." This DOT-assisted project is subject to these stipulated regulations, which are hereby incorporated as Exhibit 3 in their entirety by this reference. Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. In the event of any conflicts or inconsistencies between the Regulations and Authority's DBE Program with respect to DOT-assisted contracts, the Regulations shall prevail.

52. LABOR COMPLIANCE AND PAYMENT OF PREVAILING WAGE

- A. The Contractor shall comply with all federal, state and local laws applicable to the Services of payment for Services thereof in the performance of this Agreement.
- B. "Public Work" is defined in Labor Code section 1720 and must be performed in accordance with the requirements of Labor Code sections 1720 to 1861 and Title 8 California Code of Regulations sections 16000 to 17720, which govern the payment of prevailing wage rates on public works projects.
- C. The Contractor and Authority agree that this Agreement is not subject to applicable laws invoking the applicability of prevailing wage rates. If at some point in the future this Agreement is funded with Federal Funds and a federal or state agency determines that prevailing wage rates are applicable to the Agreement, the Contractor and Authority agree that the below classification will apply with slight variances depending on the county.

99840 – Vending Machine Attendant 12.77

99841 – Vending Machine Repairer 15.42

99842 – Vending Machine Repairer Helper 12.77

53. EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

Apart from inconsistent requirements imposed by Federal statute or regulations, Contractor agrees that it will comply with the requirement of 49 USC §5323(h)(2) by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

54. EXCESS REPROCUREMENT LIABILITY

Contractor shall be liable to Authority for all expenses incurred by Authority in reprocurring elsewhere the same or similar items or services offered by Contractor hereunder, should Contractor fail to perform or be disqualified for failure to meet the terms and conditions set forth herein.

55. NO WAIVER

Failure of the Authority to enforce at any time, or from time to time, any provision of the Contract shall not be construed as a waiver thereof.

No waiver by the Authority of any breach of any provision of the Contract shall constitute a waiver of any other breach or of such provision.

Failure by the Authority to insist upon strict performance of any terms or conditions of the Contract or failure to delay to exercise any rights or remedies provided herein by law shall not be deemed a waiver of any right of the Authority to insist upon strict performance of the Contractor's obligations set forth in the Contract, or any of its rights or remedies as to any prior or subsequent default hereunder.

56. DISPUTE RESOLUTION PROCEDURE

In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, legal action may be filed to address any disputes, claims, questions or differences. Authority (or Agency or SCRRA, etc.) may however, in its sole discretion, waive this dispute resolution requirement upon providing written notice to Contractor (or Contractor, or Contractor, etc.) of such decision.

57. LIMITATION OF LIABILITY

Contractor's total aggregate liability under the Agreement (whether based upon contract, tort, negligence, strict liability or otherwise) may in no event exceed one hundred percent (100%) of the Total Contract Value.

Neither party shall be liable to the other for any special incidental or consequential damages, including but not limited to lost revenues or lost profits, as a result of this agreement or any breach of this agreement.

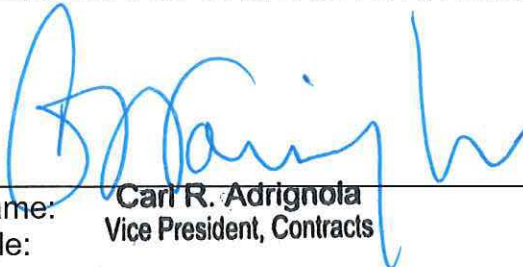
58. ENTIRE CONTRACT

This Contract, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire Contract between Authority and Contractor and supersedes any prior representations, understandings, communications, commitments, Contracts, bids 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.

CUBIC TRANSPORTATION SYSTEMS INC

SOUTHERN CALIFORNIA
REGIONAL RAIL AUTHORITY


Name: **Carl R. Adrignola**
Title: **Vice President, Contracts**



Arthur T. Leahy
Chief Executive Officer

3-15-2017
Date

Tax I.D. No. 95-2773786

APPROVED AS TO FORM:

Don Del Rio
General Counsel


General Counsel

ATTACHMENT A

SCOPE OF SERVICES

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

CONTRACT NO. SP475-16

**OPTICAL READER INSTALLATION AND MAINTENANCE FOR SEAMLESS
TRANSFERS THROUGH METRO TAP FARE GATES**

ATTACHMENT “A” —SCOPE OF SERVICES

1. OVERVIEW

The Southern California Regional Rail Authority (SCRRA), operating a commuter rail system – “Metrolink” – desires to provide greater transfer options to our riders. To achieve our goal we will need to allow passengers seamless travel throughout the SCRRA service area which is a Joint Powers Authority (JPA) that serves and connects the following five County Member Agencies but are not limited to the following:

- Los Angeles County Metropolitan Transit Authority
- Orange County Transit Authority
- Ventura County Transit Commission
- Riverside County Transit Commission
- San Bernardino Associated Governments

Masabi provides a barcode based ticketing service to Metrolink commuter rail passengers. Many Metrolink passengers utilize the LA Metro system to begin or complete their journey and Metrolink wishes to permit passengers with valid barcode tickets to utilize these tickets to transfer to the Metro system, consistent with longstanding fare policy.

Masabi’s barcode based ticketing service includes printed barcode tickets and a mobile application featuring on-screen barcodes.

Masabi is able to provide a Ticket Processor that can process the barcode payload and return a validity result with decoded ticket details over an Ethernet interface.

Current LA Metro faregates are not capable of reading barcode tickets, therefore Metrolink is seeking to modify Metro’s faregates in order to read the barcode payload, pass it to a Masabi Ticket Processor, and open the Metro faregates in response to the appropriate validation result. The gates shall provide feedback to the passenger that his or her ticket has been accepted or denied.

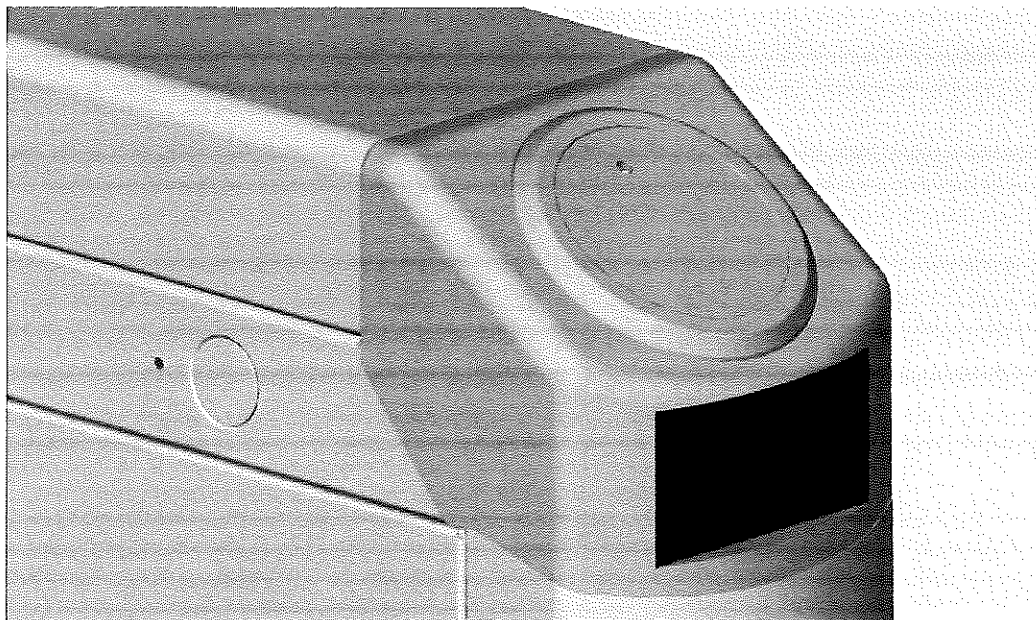
2. TECHNICAL SOLUTION OVERVIEW

The entry end of 226 LA Metro faregates will be fitted with a new plastic endcap containing a barcode reader. Patrons with a valid paper or mobile Metrolink barcode ticket will be able to use the faregate barcode reader to receive access through a Metro faregate. The barcode reader will send the payload to the faregate software application which will then make a request to the Masabi ticket processor preferably located in close proximity to or within the station. The Masabi ticket processor will respond with a valid or invalid response for entry and the gate will act upon receipt of the response by opening the gate or keeping the gate locked. The faregate display will mimic the current display for valid or invalid TAP cards.

3. HARDWARE

The entry end of select LA Metro faregates will be retrofitted with a barcode reader kit (rendering shown below). The barcode reader kit will include:

1. a new plastic endcap for mounting the existing TAP Card reader and new barcode reader;
2. a Data Logic Gryphon 4400 series barcode reader;
3. all necessary cabling and mounting hardware;
4. new end cap decals produced from Metrolink provided artwork.



Endcap Rendering with Data Logic Gryphon 4400 series barcode reader

4. SOFTWARE

The following software applications will be modified to allow the faregate to receive the barcode payload, send the payload to the Masabi ticket processor server, receive a validity response, provide or deny faregate access, and report transactions to NextFare:

1. Gate Software
2. Nextfare Central System Software

5. ASSUMPTIONS AND DEPENDENCIES

1. A Masabi ticket processor server will be on the Metro network
 - a. This server will be installed, operated and maintained by others.
 - b. There may be a single server per location or a server for each barcode reader.
 - c. The server shall not be located within the faregate cabinet.
2. TAP on exit functionality will not be supported.
 - a. Tap-In, Tap-In functionality provided under LA Metro CN 195.01 will be supported for three aisles.

6. FUNCTIONAL REQUIREMENTS

1. A barcode reader shall be incorporated into a new plastic endcap designed for the LA Metro faregate. No other faregate hardware modification shall be required.
2. Forty-five (45) days after contract award/Notice to Proceed (NTP), Contractor will produce a prototype barcode reader upgrade kit for testing and evaluation by Metrolink. This Evaluation Unit will be made of prototype materials and will represent the form and fit of the final production units. The Evaluation Unit will be tested using the Masabi SBC and SNMP commands, not the faregate software application. The evaluation unit will be suitable for controlled testing in indoor and outdoor applications. Upon receipt of Metrolink's approval of the Evaluation Unit, Contractor will begin production tooling.
3. The reader when fitted shall be ADA compliant.
4. The Barcode reader range will be from 0cm to 9cm from the lens of the plastic endcap using a mobile or printed QR code 2.5cm to 3cm square, QR model 2, and version 14.
5. The reader shall not interfere with TAP card performance.
6. The reader shall be integrated with the existing faregate sensor logic.

7. The faregate shall send the barcode payload to the Masabi Ticket Processor over an Ethernet interface.
8. The reader shall be equally capable of detecting barcodes printed on paper and barcodes displayed on a mobile screen.
9. The QR barcode shall support error correction capability of Level M (Approx. 15%) or better.
10. The status of the barcode reader shall be monitored similar to existing faregate components. Barcode events shall be sent to Contractor's monitoring system. Reported events shall be maintained in a database and available for reporting purposes.
11. The faregate shall provide information about the gate ID, gate direction, and station identity to the Masabi Ticket Processor as part of each barcode request.
12. The faregate shall provide audio and visual feedback to the user in the same manner as TAP transaction feedback is provided. If the barcode reader is out of service, the gate display will indicate this degraded mode of operation.
13. The faregate shall display fare product and expiration date of valid barcode tickets if this information is returned from the Masabi ticket processor.
14. Barcode transactions shall be delivered to Nextfare with the eTicket Number (mobile ticket ID) or TXN ID (paper ticket ID), Gate ID, scanning location, scanning time, and validation result. Pass type, and scan ID will also be delivered if this info is provided in the Masabi response message from the station computer.
15. When the call to the Masabi barcode ticket processor times out (due to the server not responding in a timely manner, or not being present on the network) the faregate shall allow the passenger through and send the available data to Nextfare. An un-validated entry transaction will be created and sent to Nextfare.

7. NONFUNCTIONAL REQUIREMENTS

1. The new faregate endcap shall have equal or improved weather and vandal resistant features as that of the existing faregate endcap.
2. The reader shall be capable of detecting, and decoding the payloads from both Aztec and QR barcodes containing variable length payloads up to 500 characters.
3. The barcode reader upgrade kit shall be designed to cope with environmental factors equal to that of the existing faregate it will be installed on. The mounting design of the barcode reader will make every effort to preserve reader performance in direct sunlight while complying with the other design requirements of this agreement.
4. Reader decal artwork shall be provided by Metrolink within 15 days after Metrolink approval of prototype evaluation.
5. Reader decal(s) shall be equivalent in durability to existing faregate decals.
6. The reader shall be easily installable and removable for maintenance purposes.
7. Cable routing shall not interfere with the servicing of the faregate.

8. The endcap lens will be made from a material that will optimize reader performance and resist scratching and discoloration.
9. In addition to the 226 LA Metro faregates to be upgraded, 34 spare plastic endcaps, barcode readers, and associated mounting hardware and cables shall be provided. 260 sets of parts total.
10. Contractor shall provide a project schedule 30 days from NTP.
11. Faregate software changes will not impact Metro's current method of publishing faretables.

8. PERFORMANCE REQUIREMENTS

1. The reader will support a minimum sustained throughput of 10 first time users per minute and a minimum sustained throughput of 25 experienced users per minute.
 - a. Experienced users are defined as users having been given training equivalent to the learned behavior of one month of daily travel through the system.
 - b. To ensure an accurate test of the reader, without impact from other system elements, the test passengers shall all have their barcodes ready to scan (no in-app "fumble factor" being present) and the Masabi Barcode Processor will provide an instant "ok" response to all received barcodes, or the reader can assume an OK from the Masabi Barcode Processor at this point in the logic so that there is no variability outside of the reader during this test.
 - c. The Contractor software application will minimize the duration of its processes prior to sending the payload to the Masabi ticket processor server for validation.

9. FULL SERVICE WARRANTY REQUIREMENTS

1. Clean and test lenses for ability to scan during each PM visit to maintain Metro Rail Fare Collection Equipment.
2. Regularly monitor the status of barcode readers devices and dispatch technician as necessary to repair.
3. Replace graphics and barcode reader lenses as needed.
4. Swap out devices requiring repair or known to have intermittent problems.

EXHIBIT 1
MILESTONE PAYMENT SCHEDULE

EXHIBIT 1
MILESTONE PAYMENT SCHEDULE

Milestone Payment	Activities that make up completed Milestone
30% due upon delivery of the project schedule	Formal submission of Project Schedule
40% due upon completion of design review	Completion of a single Design Review
20% due upon Contractor's receipt of all hardware necessary to build the barcode reader retrofit kits	Contractor's receipt of hardware necessary to build, as demonstrated by letter and applicable bills of landing
10% upon completion of Installation Acceptance Testing	Formal submission of Installation Acceptance Test (IAT) reports

EXHIBIT 2

Not Used

EXHIBIT 3
DISADVANTAGED BUSINESS ENTERPRISE (DBE)
PROGRAM AND FORMS

MONTHLY DBE AND SBE UTILIZATION AND PAYMENT REPORT (SCRRA FORM 103)

Reporting Period (Mo/Yr): _____	Contract Award Date: _____	Report prepared by: _____
Report Number: _____	Original Contract Award Amount: _____	Report reviewed by: _____
SCRRA Contract Number: _____	Current Contract Value: _____	Signature: _____
Prime Contractor/Consultant: _____	Total Dollars Paid to Prime to date: \$ _____	Title: _____
Contact Name: _____	SCRRA's Overall DBE Goal (%): <u>9%</u>	SCRRA's SBE Contract Goal (%): <u>n/a</u>
Telephone #: _____	Prime's DBE Commitment (%): _____	Prime's SBE Commitment (%): _____
Email Address: _____	\$ Paid to DBEs this Reporting Period: \$ _____	\$ Paid to SBEs this Reporting Period: \$ _____
For assistance with completion of this form, contact	Total \$ Paid to DBEs to date: \$ _____	Total \$ Paid to SBEs to date: \$ _____
Dalia Sabaliauskas at 213-452-0475 or sabald@scrra.net	Race-Neutral DBE Participation % to date: _____ %	SBE Participation % to date: _____ %

DBE/SBE	List DBE, SBE or Both *	\$ Paid to DBE/SBE this Reporting Period	Total \$ Paid to DBE/SBE to Date	Type of Work Performed (Scope)	Original \$ Committed to DBE/SBE at Contract Award	% of Work Completed	List Reason(s) for Any Under-Utilization of DBEs/SBEs
Name: _____							
Address: _____							
City, State, Zip Code: _____							
Phone #: _____ Email: _____							
Please select: Subcontractor Broker Trucker							
Supplier/Regular Dealer Manufacturer							
Verification of Payment Attached? YES NO							
Name: _____							
Address: _____							
City, State, Zip Code: _____							
Phone #: _____ Email: _____							
Please select: Subcontractor Broker Trucker							
Supplier/Regular Dealer Manufacturer							
Verification of Payment Attached? YES NO							
Name: _____							
Address: _____							
City, State, Zip Code: _____							
Phone #: _____ Email: _____							
Please select: Subcontractor Broker Trucker							
Supplier/Regular Dealer Manufacturer							
Verification of Payment Attached? YES NO							

Comments and/or Good Faith Efforts performed during this reporting period:

This form can be duplicated to list all DBEs/SBEs paid in this reporting period.

* All certified DBEs are also counted as SBEs.

EXHIBIT 3

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

In accordance with federal financial assistance agreements with the U.S. Department of Transportation (U.S. DOT), the Southern California Regional Rail Authority (Authority) has adopted a Disadvantaged Business Enterprise (DBE) Program, in conformance with Title 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs." This DOT-assisted project is subject to these stipulated regulations, which are hereby incorporated in their entirety by this reference.

In the event of any conflicts or inconsistencies between the Regulations and the Authority's DBE Program with respect to DOT-assisted contracts, the Regulations shall prevail.

The Authority has recently received DOT/FTA and Authority Board approval to re-instate race-conscious DBE Program measures, including contract-specific DBE goals, to assist the Authority in meeting its ten (10%) triennial DBE race-conscious goal. While there is no DBE goal established for this Contract, the Authority strongly encourages Contractors/Contractors to utilize DBEs to the maximum extent possible, to assist the Authority in meeting its overall DBE goal.

A. DBE Certification and Eligibility

- The Authority requires all DBEs listed by the Contractor for participation to be DBE certified by a California Unified Certification Program (CUCP) certifying member agency. The Authority is a non-certifying member agency of the CUCP. Therefore, the Authority will accept DBE certifications from member agencies which certify the eligibility of DBEs in accordance with 49 CFR Part 26.81, under the CUCP. Listings of DBEs certified by the CUCP are available at www.dot.ca.gov/hq/bep/find_certified.htm.
- It is the responsibility of the Contractor to verify the DBE certification status of all listed DBEs prior to listing the firm as a DBE participant.
- It is also the responsibility of the Contractor to ensure that each DBE is certified in the NAICS code that corresponds to the DBE's contract scope of work.
- A DBE may participate as a prime Contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of material or supplies, or trucking company.
- A DBE joint venture partner must be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

B. Commercially Useful Function Standards

- A DBE must perform a commercially useful function in accordance with 49 CFR 26.55.
- A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.
- A DBE should perform at least thirty percent (30%) of the total cost of its contract with its own workforce to presume that it is performing a commercially useful function.
- A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

C. DBE “Frauds” and “Fronts.” Only legitimate DBEs are eligible to participate in federally funded contracts. Therefore, Contractors are hereby cautioned against knowingly and willfully using “fronts.” The use of “fronts” and “pass through” subcontracts to non-DBEs constitutes criminal violations. Further, any indication of fraud, waste, abuse, or mismanagement of federal funds should be immediately reported to the Office of Inspector General, U.S. Department of Transportation via telephone at the toll-free hotline 800-424-9071, email at hotline@oig.dot.gov, online complaint form at <https://www.oig.dot.gov/dot-oighotline-complaint-form> or U.S. mail at DOT Inspector General, 1200 New Jersey Ave. SE, West Bld. 7th Floor, Washington, DC 20590. The hotline is open 24 hours per day, seven days per week. Additional information can be found on www.oig.dot.gov/hotline.

D. Authority Form 103 – “Monthly DBE and SBE Utilization and Payment Report.” If the Contractor is a DBE and/or has proposed to utilize DBEs, the Contractor will be required to complete and submit Form 103 to the Authority on a monthly basis until completion of the Contract, to facilitate reporting of race-neutral DBE participation, following the first month of contract activity. The Contractor shall show the total dollar figure paid to DBEs utilized on the Contract through the applicable reporting period, including the scope of work/services performed/provided and the corresponding subcontract dollar value of work. The Contractor is advised not to credit the participation of DBEs until the amount being credited has been paid to the DBE. Upon completion of the Contract, the Contractor will be required to prepare and submit a “Monthly DBE and SBE Utilization and Payment Report” clearly marked “Final.”

E. DBE Crediting Provisions. Credit for DBE participation is determined according to the following provisions:

- When a DBE is proposed to participate in the Contract, either as a prime Contractor or subcontractor, only the value of the work proposed to be performed by the DBE with its own forces may be counted toward race-neutral DBE participation.

- If the Contractor is a DBE joint venture participant, only the DBE proportionate interest in the joint venture shall be counted.
- If a DBE intends to subcontract part of the work of its subcontract to a lower tier subcontractor, the value of the subcontracted work may be counted toward race-neutral DBE participation only if the DBE subcontractor is a certified DBE and actually performs the work with its own forces. Services subcontracted to a non-DBE firm may not be credited toward the prime Contractor's race-neutral DBE attainment.
- Contractor is to calculate and credit participation by eligible DBE vendors of equipment, materials, and suppliers toward race-neutral DBE attainment, as follows:
 1. Sixty percent (60%) of expenditure(s) for equipment, materials, and supplies required under the Contract, obtained from a regular dealer; or
 2. One hundred percent (100%) of expenditure(s) for equipment, materials, and supplies required under the Contract, obtained from a DBE manufacturer.
- The following types of fees or commissions paid to DBE subcontractors, brokers, and packagers may be credited toward race-neutral DBE attainment, provided that the fee or commission is reasonable, and not excessive, as compared with fees or commissions customarily allowed for similar work, including:
 1. Fees and commissions charged for providing bona fide professional or technical services, or procurement of essential personnel, facilities, equipment, materials, or supplies required in the performance of the Contract;
 2. Fees charged for delivery of material and supplies (excluding the cost of materials or supplies themselves) when the licensed hauler, trucker, or delivery service is not also the manufacturer of, or a regular dealer in, the material and supplies;
 3. Fees and commissions charged for providing any insurance specifically required in the performance of the Contract.
- Contractor may count the participation of DBE trucking companies toward race-neutral DBE attainment, as follows:
 1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Contract.
 2. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the Contract.
 3. The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.

4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
 5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
 6. For purposes of this paragraph, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.
- If the Contractor listed a non-certified DBE 1st tier subcontractor to perform work on this Contract, and the non-certified DBE subcontractor subcontracts a part of its work or purchases materials and/or supplies from a lower-tier DBE certified subcontractor or Vendor, the value of work performed by the lower-tier DBE firm's own forces can be counted toward race-neutral DBE participation on the Contract.
 - The Contractor is advised not to count the participation of DBEs toward the Contractor's race-neutral DBE attainment until the amount being counted has been paid to the DBE.

F. Performance of DBE Subcontractors. The following requirements govern the performance of DBE subcontractors:

- DBEs listed by the Contractor in its "DBE Race-Neutral Participation Listing" Form submitted with the executed Contract documents shall perform the work and supply the materials for which they are listed, unless the Contractor has received prior written authorization from the Authority to perform the work with other forces or to obtain the materials from other sources.
- Contractor shall provide written notification to the Authority in a timely manner of any changes to its anticipated race-neutral DBE participation. This notice should be provided prior to the commencement of that portion of the work.

G. Additional DBE Subcontractors. In the event that the Contractor identifies additional DBE subcontractors or suppliers not previously identified for DBE participation under the Contract, Contractor shall notify the Authority by completing and submitting a "**DBE Addition/Substitution/Termination Request**" form to enable Contractor to capture all race-neutral DBE participation. Contractor shall also submit, for each DBE identified after Contract execution, a written confirmation from the DBE acknowledging that it is participating in the Contract for a specified value, including the corresponding scope of work (a subcontract agreement can serve in lieu of the written confirmation).

- H. DBE Certification Status.** If a listed DBE is decertified during the life of the project, the decertified DBE shall notify the Contractor in writing with the date of decertification. If a non-DBE becomes a certified DBE during the life of the project, the DBE shall notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the Authority in a timely manner.
- I. DBE Substitutions and Terminations.** Contractor shall be required to comply with 49 CFR § 26.53 regarding DBE subcontractor terminations, including the following:
- A Contractor shall not terminate a listed DBE subcontractor without the Authority's prior written consent.
 - Prior to the termination request, the prime Contractor must notify the DBE, in writing, of the intent to terminate, allowing for five days of response time in opposition of the rejection.
 - A Contractor may only terminate a DBE subcontractor for "good cause," as defined in 49 CFR § 26.53.
 - Good cause does NOT exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Contractor (e.g., failure of the Contractor to make timely payments or the unnecessary placing of obstacles in the path of the DBE's work). Good cause also does NOT exist if the Contractor seeks to terminate a DBE so that it can self-perform the work of the terminated DBE.
 - In the event that the Contractor needs to substitute or terminate a DBE firm AND if the substitution/termination request meets the definition of "good cause," the Contractor shall notify the Authority by completing and submitting a **"DBE Addition/Substitution/Termination Request" form** for the Authority's prior written approval.
 - The Contractor must make a Good Faith Effort (GFE) to replace the terminated DBE with another DBE. The Contractor's GFE shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the Contractor's DBE participation commitment approved by the Authority prior to award of the Contract.
 - Failure by the Contractor to adhere to these requirements may constitute a material breach of contract, which may result in the termination of the contract or such other remedy as the Authority deems appropriate.
- J. Non-Compliance and Administrative Sanctions.** A Contractor determined to be non-compliant with DBE Program requirements may be subject to administrative sanctions as outlined below:

- A non-compliant Contractor may be notified by the DBELO or designee, that administrative remedies shall be imposed for failure to: (a) meet the Contractor's DBE commitment by contract end, (b) submit documentation of Good Faith Efforts, (c) submit required DBE utilization reports, (d) submit verification of prompt payment to DBE subcontractors, and/or (e) comply with proper DBE termination procedures. The notice shall state the specific administrative remedies to be imposed.
- The Contractor shall be given ten (10) working days from the date of the notice to file a written appeal to the Authority's Executive Director. Failure to respond within the ten (10) day period shall constitute a waiver of appeal.
- The Executive Director or his designee may schedule a hearing to gather additional facts and evidence, and shall issue a final written determination on the matter within thirty (30) working days following receipt of the written appeal. The written decision of the Executive Director or designee is final and there is no further appeal.
- Administrative remedies shall be determined by the DBELO and/or designee and may include, but will not be limited to:
 1. Suspension of progress payments to the Contractor or of any monies held by the Authority as retention on the contract until the Contractor is brought into compliance; and/or
 2. Termination of the contract in part or in whole.

K. Contractor's Assurance Clause Regarding Non-Discrimination. Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Contractor shall ensure that the following clause is placed in every Subcontract agreement: "The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract." The Contractor shall carry out applicable requirements of federal law. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Authority deems appropriate.

DBE ADDITION/SUBSTITUTION/TERMINATION REQUEST FORM

INSTRUCTIONS TO PRIME CONTRACTOR

1. Prime Contractor shall provide the Authority with the information requested below upon identification of an additional DBE not previously listed to perform under this Contract.
2. Prime Contractor shall provide written confirmation from the DBE, that it is participating in this Contract for a specified dollar value and specified work item(s) (a signed subcontract agreement may serve as written confirmation).
3. Any DBE substitutions or terminations require written justification from the prime Contractor and shall only be permitted for "good cause," as defined in the Authority's Contract provisions.
4. All requests for DBE additions/substitutions/terminations shall be in accordance with the Contract provisions and are subject to prior written approval by the Authority.

SCRRRA Contract #:		Contract Name/Title:	
Prime Contractor:		Date of Contract Award:	Initial Contract \$ Value:
			Current Contract \$ Value:
Name of Person Completing this Form:		Phone #:	Email Address:
Business Address, City, State and Zip:			
Please provide the following information for each proposed ADDITIONAL DBE:			
DBE Firm Name:		Proof of DBE certification attached? (REQUIRED) → YES	
Business Address, City, State and Zip:		Phone #:	
Contact Name:	Email Address:	Is the Additional DBE Replacing Another DBE? → YES → NO	
Summary of Proposed Scope of Work:			
Proposed DBE Subcontract Amount:	% of Current Prime Contract Value:	Type of Firm: → Subcontractor → Supplier → Broker → Regular Dealer → Manufacturer → Trucker	
Please provide the following information for any DBE SUBSTITUTIONS/TERMINATIONS:			

Name of DBE to be Substituted/Terminated:	Type of Firm: → Subcontractor → Supplier → Broker → Regular Dealer → Manufacturer → Trucker		
State Reason(s) for Substitution/Termination (attach all supporting documentation):			
Prime Contractor Signature:			Date:

FOR SCRRA USE ONLY:

If NOT approved, state reason(s):

Reviewed by (PM):	Name:	Signature:	Date:
Reviewed by (CA):	Name:	Signature:	Date:
Approved by (DBELO):	Name:	Signature:	Date:

Bidder: Cubic Transportation Systems, Inc

**BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL,
IRON, OR MANUFACTURED PRODUCTS**

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

The Bidder 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.



Signature of Authorized Official

Signature of Authorized Official

Carl R. Adrignola

Typewritten or Printed Name

Typewritten or Printed Name

Vice President Contracts

Title

Title

3-15-2017

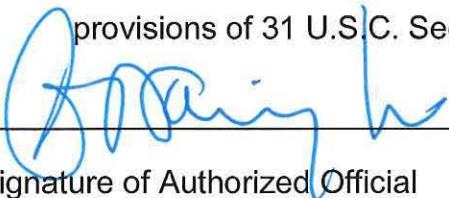
Date

Date

**CERTIFICATION OF BIDDER REGARDING DEBARMENT, SUSPENSION, AND
OTHER RESPONSIBILITY MATTERS**

The undersigned certifies to the best of his or her knowledge and belief, that Cubic Transportation Systems, Inc. (name of Bidder) and its principles:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this subcontract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
4. Have not within a three-year period preceding this subcontract had one or more public transactions (Federal, State, or local) terminated for cause or default. The Bidder certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 et seq. are applicable thereto.



Signature of Authorized Official

Carl R. Adrignola

Typewritten or Printed Name

Vice President Contracts

Title

3-15-2017

Date

Signature of Authorized Official

Typewritten or Printed Name


Title

Date

CERTIFICATE REGARDING LOBBYING BY CONTRACTOR

Pursuant to 40 CFR Part 34 (which is by this reference incorporated herein), the undersigned 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 influencing or attempting to influence 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.
- (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 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 \$100,000 for each such failure.



Signature of Authorized Official

Carl R. Adrignola

Typewritten or Printed Name

Vice President Contracts

Title

3-15-2017

Date

Signature of Authorized Official

Typewritten or Printed Name

Title

Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse side for public burden disclosure)

<p>1. Type of Federal action:</p> <p>a. Contract</p> <p>b. Grant</p> <p>c. Cooperative agreement</p> <p>d. Loan</p> <p>e. Loan guarantee</p> <p>f. Loan insurance</p>	<p>2. Status of Federal action:</p> <p>a. Bid/offer application</p> <p>b. Initial award</p> <p>c. Post-award</p>	<p>3. Report type:</p> <p>a. Initial filing</p> <p>b. Material changes</p> <p>For material change only:</p> <p>Year _____ Quarter _____</p> <p>Date of last report _____</p>
<p>4. Name and address of reporting entity:</p> <p>Prime Subawardee</p> <p>Tier _____, if known:</p> <p>Congressional District, if known:</p>		<p>5. If reporting entity in No. 4 is Subawardee, enter name and address of Prime:</p> <p>Congressional District, if known:</p>
<p>6. Federal department/agency</p>	<p>7. Federal program name/description:</p> <p>CFDA number, if applicable: _____</p>	
<p>8. Federal Action Number, if known</p> <p>_____</p>	<p>9. Award amount, if known</p> <p>\$ _____</p>	
<p>10a. Name and address of lobbying entity</p> <p>(If individual: last name, first name, middle initial)</p> <p>(Attach Continuation Sheet(s) SF-LLL-A if necessary)</p>	<p>10b. Individuals performing services (including address if different from No. 10a) (last name, first name, middle initial)</p>	

CETIFICATE REGARDING LOBBYING BY CONTRACTOR (cont'd.)

<p>11. Amount of payment (check all that apply):</p> <p style="text-align: center;">\$ _____ Actual <input type="checkbox"/> Planned <input type="checkbox"/></p>	<p>13. Type of payment (check all that apply):</p> <p>a. Retainer</p> <p>b. One-time fee</p> <p>c. Commission</p> <p>d. Contingent fee</p> <p>e. Deferred</p> <p>f. Other, specify: _____</p>		
<p>12. Forum of payment (check all that apply):</p> <p>a. Cash</p> <p>b. In-kind, specify Nature: _____</p> <p style="text-align: center;">Value: _____</p>			
<p>14. Brief description of services performed or to be performed and date(s) of service including officer(s), employee(s) or Member(s) contracted for payment indicated in item 11:</p> <p style="text-align: center;">(Attach Continuation Sheet(s) SF-LLL-A if necessary)</p>			
<p>15. Continuation Sheet(s) SF-LLL-A attached: Yes <input type="checkbox"/> No <input type="checkbox"/></p>			
<p>16. Information requested through this form is authorized by Code 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No. _____ Date: _____</p>		
<table style="width: 100%; border: none;"> <tr> <td style="width: 60%; border: none; vertical-align: top;"> <p>Federal Use Only</p> </td> <td style="width: 40%; border: none; vertical-align: top; text-align: center;"> <p>Authorized for Local Reproduction</p> <p>Standard Form - LLL</p> </td> </tr> </table>		<p>Federal Use Only</p>	<p>Authorized for Local Reproduction</p> <p>Standard Form - LLL</p>
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction</p> <p>Standard Form - LLL</p>		

HIRING AND LOBBYIST RESTRICTIONS CERTIFICATIONS

A. Hiring Restrictions

Chapter 7.0 of the SCRRA's Ethics Policy requires that "All persons or entities responding to a contract solicitation of the SCRRA shall submit a written certification specifying any individuals employed or retained under contract by the entity who served as a Board Member/Alternate or were employed by the SCRRA within the previous 12 months. For each such individual listed, the certification shall specify the position the individual holds with the entity as well as his/her responsibilities, if any, in regards to the bid proposal or the contract performance."

For the purpose of the SCRRA Ethics Policy, an SCRRA employee means any individual, including a consultant or contractor who has been delegated a level of authority, similar to that of SCRRA's regular employees, in the performance of his/her services.

Please certify as follows by checking the appropriate box and completing the information required.

- ☐ Bidder has not employed or retained an individual who has served as a Board Member/Alternate or has been an SCRRA employee within the previous 12 months.
- ☒ Bidder has employed or retained an individual who has served as a Board Member/Alternate or has been an SCRRA employee within the previous 12 months.

Name of individual(s): Known former SCRRA employee Russ Case;

Possibility of other employees hired by Cubic in the last twelve months who previously worked for SCRRA, none of whom worked on the bid

Position of individuals(s): Program Manager;

Unknown for possible former employees of SCRRA

Relevant responsibilities: Not relevant to SCRRA bid

HIRING AND LOBBYIST RESTRICTIONS CERTIFICATIONS (cont'd.)

B. Lobbying Restrictions

The SCRRA shall not enter into a contract with any entity which employs as a lobbyist any individual who has served as a Board Member/Alternate or has been an SCRRA employee within the previous 12 months.

- ☒ Bidder has not employed or retained any individual, who has served as a Board Member/Alternate or has been an SCRRA employee within the previous 12 months, as a "lobbyist" as defined in the Ethics Policy.
- ☐ Bidder has employed or retained any individual, who has served as a Board Member/Alternate or has been an SCRRA employee within the previous 12 months, as a "lobbyist" as defined in the Ethics Policy.

C. Gift Restrictions

The SCRRA Ethics Policy limits gifts to an aggregate amount not greater than \$10.00 per month which Board Member/Alternates and SCRRA employees may accept from a "lobbyist," "lobbying firm," or "lobbyist employer" as defined in the SCRRA Ethics Policy.

- ☒ Bidder certifies that no gifts aggregating more than \$10.00 per month were made on its behalf by a "lobbyist," "lobbying firm," or "lobbyist employer" as defined in the SCRRA Ethics Policy to any Board Member/Alternate and/or SCRRA employee.
- ☐ Bidder certifies that gifts aggregating more than \$10.00 per month were made on its behalf by a "lobbyist," "lobbying firm," or "lobbyist employer" as defined in the SCRRA Ethics Policy to any Board Member/Alternate and/or SCRRA employee.



Signature of Authorized Official

Carl R. Adrignola

Typewritten or Printed Name

Vice President Contracts

Title

3-15-2017

Date

Signature of Authorized Official

Typewritten or Printed Name

Title

Date