



STAFF REPORT

Report To: The Carson City Regional Transportation Commission (RTC)

Meeting Date: August 10, 2022

Staff Contact: Alex Cruz, Transit Coordinator

Agenda Title: For Possible Action – Discussion and possible action regarding a contract with TransLoc Inc. (“TransLoc”) to provide the equipment, software and services needed to equip Jump Around Carson’s (“JAC”) fixed-route buses with computer aided dispatch/automatic vehicle location (“CAD/AVL”), automatic passenger counting (“APC”) and WiFi (collectively, “Services”) for an initial term of three years for a total not to exceed amount of \$104,890, and providing the Carson City Regional Transportation Commission (“RTC”) an indefinite number of one-year options to extend the contract after the initial term expires.

Staff Summary: The Services provided through this contract will, among other things, provide the technological infrastructure necessary to provide contactless fare payment on JAC’s fixed-route buses. Based on recent negotiations with TransLoc reducing potential year-over-year subscription fee increases from 6% to 3%, the contract’s maximum cost over the initial term has been reduced from \$104,890 to \$103,332. Therefore, over the initial term, RTC should expect to pay \$51,405 for the one-time purchase and installation of hardware necessary to provide the Services for all JAC transit fixed-route vehicles, plus yearly recurring software subscription costs not to exceed \$16,800 in year one, \$17,304 in year two, and \$17,823 in year three. The increased maximum software subscription costs for years two and three result from a contractual option permitting, but not requiring, TransLoc to increase the cost for Services by a maximum of 3% annually. Staff solicited bids from qualified contractors and received three proposals. Staff recommends award to TransLoc as they had the lowest responsible proposal that meets all the JAC transit requirements.

Agenda Action: Formal Action/Motion

Time Requested: 5 Minutes

Proposed Motion

I move to award the contract, as presented, to make the not to exceed amount on this contract \$103,332, and to authorize the Transportation Manager to exercise up to two one-year options to extend the contract beyond the initial three year term.

Background/Issues & Analysis

JAC’s current contract for CAD/AVL services began in August of 2015 and will expire December of 2022. As required by Federal Transit Administration regulations, staff solicited bids from qualified contractors to enter into a contract to provide the Services for JAC, including CAD/AVL Services and the purchase of WiFi and APC hardware, for an initial three-year period with an indefinite number of one-year extensions available following the successful completion of the initial contract term. Staff received three responsive proposals; one from Passio (\$187,443 over three years), one from ETA Transit (\$476,485 over three years), and one from

TransLoc (initially \$104,890 over three years, now \$103,332). Therefore, TransLoc submitted the lowest bid to provide the Services, and staff recommend TransLoc for the implementation of the system.

At its June 2021 meeting, the RTC approved a grant application for JAC to pursue a contactless fare payment system, which requires all buses to have WiFi, APCs and a new CAD/AVL system. Staff began diligence on possible vendors who could provide these features. This contract is for the Services, which will provide the requisite technological infrastructure for JAC’s fixed-route buses to utilize a contactless fare system. Implementation of the actual contactless fare payment system will be provided by a separate vendor. This contract amount, including both the one-time purchases and the initial three years of subscription fees, is covered 100% by federal share grant funds.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 332.115(1)(g), (h), (i)

Financial Information

Is there a fiscal impact? Yes No

If yes, Fund Name, Account Name / Account Number: Transit fund, technical Equipment account / 2253026-500676, and Equipment account / 2253026-507775

Is it currently budgeted? Yes No

If approved, the Transit fund, Technical Equipment and Equipment accounts will be reduced by \$16,800 and \$51,405, respectively in Fiscal Year (“FY”) 2023; Transit fund, Technical Equipment account will be reduced by \$17,304 in FY 2024 and be reduced by \$17,823 in FY 2025. This project is funded at 100% federal share with existing Federal Transit Administration grants. There is no local match required.

Alternatives

Do not approve the contract and provide alternate direction to staff.

Supporting Material

-Exhibit-1: Draft Redline Contract with TransLoc. Inc.

-Exhibit-2: Draft Clean Contract with TransLoc. Inc.

Board Action Taken:

Motion: _____ 1) _____ Aye/Nay
2) _____

(Vote Recorded By)

TECHNOLOGY LICENSE AND SERVICE AGREEMENT

This Technology License and Service Agreement (this “**Agreement**”) dated as of the last signature to this Agreement (the “**Effective Date**”) is by and between TransLoc Inc., a Delaware corporation, with its principal place of business located at 4505 Emperor Blvd., Suite 120, Durham, NC 27703 (“**Company**”), and the Carson City Regional Transportation Commission, located at 3770 Butti Way, Carson, City, NV 89701 (“**Customer**”).

Description of Agreement

Customer wishes to access Company’s Service in accordance with the terms of this Agreement. Company wishes to make the Service and Equipment available to Customer on the terms and conditions described in this Agreement. Therefore, the parties agree as follows:

1. Definitions.

- 1.1. “**Activation Date**” means when the Software is available to go live.
- 1.2. “**Affiliates**” means an entity that owns, is owned by, or is under common ownership with a party, in each case where ownership is direct and is greater than 50%.
- 1.3. “**Confidential Information**” means any non-public information or data whether in written, electronic, or other tangible form, or provided orally or visually, that is disclosed by or on behalf of one party (a “**Disclosing Party**”) to the other party (a “**Receiving Party**”), whether owned by the Disclosing Party or a third party, pursuant to this Agreement. Confidential Information of Customer includes, but is not limited to, Customer’s financial and business information. Confidential Information of Company includes, but is not limited to, the structure, organization, design, algorithms, methods, templates, data models, data structures, flow charts, logic flow, and screen displays associated with the Software and the Service; the Documentation; and Company’s implementation, and training materials, and procedures. Confidential Information does not include information that: (a) is or becomes publicly known or available without breach of this Agreement; (b) is received by a Receiving Party from a third party without breach of any obligation of confidentiality; or (c) was previously known by the Receiving Party as shown by its written records.
- 1.4. “**Day(s)**” means calendar day(s), unless otherwise specified.
- 1.5. “**De-Identified Data**” means data that does not contain information that identifies Customer or Users.
- 1.6. “**Documentation**” means any instructional and user manuals relating to the Service,

which may be amended from time to time by Company.

- 1.7. **“Equipment”** means Company’s tracking hardware, antennas, cabling, wiring and other electronic components provided and installed by authorized Company personnel on Customer’s Vehicle Fleet, to allow the functioning, delivery or maintenance of the Software.
- 1.8. **“Fees”** means the Subscription Fee and cost of any equipment.
- 1.9. **“Initial Term”** means a period of three (3) years from the Activation Date.
- 1.10. **“Project Manager”** means an employee of Customer, designated to be responsible for and aware of Customer’s (and if applicable, any third party brought in by Customer’s) business and systems information and needs. Project Manager will be the lead point of contact for all matters involving Customer and Company.
- 1.11. **“Service”** means Company’s Software and any services and deliverables identified in Exhibit B, as applicable.
- 1.12. **“Service Data”** means any data, information, content, documents, or electronic files provided to or collected by Company from either Customer or its Users during the course of their use of any component of the Service.
- 1.13. **“Software”** means (1) Company’s proprietary vehicle tracking and passenger information service provided through proprietary software made available in combination with Equipment for use in the management, location, and inventory of Customer’s transportation resource; and (2) any of Company’s proprietary software, solutions, or technologies identified in Exhibit B of the Agreement, including but not limited to white label applications.
- 1.14. **“Term”** means the Initial Term plus any Renewal.
- 1.15. **“Users”** means the actual and prospective passengers on Customer’s transit system.
- 1.16. **“Vehicle Fleet”** means the multi-passenger vehicles comprising Customer’s transit system, on which the Equipment is installed in accordance with this Agreement.

2. Software, Service, and Equipment.

- 2.1. Subscription. Subject to payment of the Fees and the remaining terms and conditions of this Agreement (including, without limitation, the use requirements, restrictions and limitations described in Section 6.1), Company **will provide the Services and** hereby grants to Customer a limited, revocable, non-exclusive, and non-transferable right to access and use the Software and the Documentation during the Term at the physical location of Customer as stated herein. Company will make the Documentation available to Customer in electronic form.

2.2. Implementation and Training.

- 2.2.1. System Information Sheet. Customer will complete the System Information Sheet no later than thirty (30) calendar days following receipt of the System

Information Sheet from Company, which includes stops, routes, blocks, vehicle information, and other relevant information needed to create Customer's Service.

2.2.2. Pre-Installation Requirement Form. Customer will complete, if applicable, the Pre-Installation Requirement Form no later than fourteen (14) calendar days following receipt of the Pre-Installation Requirement Form from Company.

2.2.3. Project Management. Within five (5) calendar days of the Effective Date of the Agreement, Customer shall provide a Project Manager that Company will work with through to project completion. Company will also provide a project manager who will coordinate resources internally.

2.2.4. Additional Materials and Documents. Company and Customer will cooperate to ensure that all applicable forms and documents necessary for implementation of the Service are completed within a reasonable timeframe.

2.2.5. Definition of Service Area. Customer shall provide Company with the physical bounds of their intended Service area upon request from Company. This information can be provided either in a series of latitude and longitudes that correspond to the vertices of a contiguous shape, a radius (in miles or kilometers) from a single latitude and longitude, or a list of all the roadways and intersections that form the outer-edges of the service area.

2.2.6. Customer Delays. In the event Company incurs delays, additional costs or labor as a result of any act or omission of Customer, including but not limited to Customer's failure to provide information, data, or access to Customer's facilities or personnel, Customer agrees that Company may, upon prior written notice to Customer, add reasonable charges to the amounts invoiced to Customer and adjust any implementation schedule provided to Customer.

2.2.6.2.2.7. Reasonable Cooperation with Customer. Company and Customer will cooperate, and make reasonable efforts, to ensure that the Services function appropriately for Customer's intended use as defined in the Scope of Work. At the time this contract is entered into, Customer anticipates utilizing the Services in conjunction with contactless fare services from a vendor called Token Transit, Inc. to implements a contactless fare system on its fixed-route buses. Company will cooperate with Customer and Customer's contracted vendor and employ a deep-link to Token Transit.

2.3. Vehicle Fleet administrators will receive instructional materials and training to use the Service.

2.4. Software, Support and Maintenance.

2.4.1. Base Level Support. Company will provide email and telephone support for the Software to assist Customer personnel in using the Service and in reporting suspected deviations from the service and the associated documentation ("Errors"). Support will be provided from 8:00 a.m. to 8:00 p.m. Eastern Time, Monday through Friday, excluding regular business holidays. Only in the event

of an emergency, Company will provide twenty-four (24) hours a day, seven (7) days a week telephone assistance.

- 2.4.2. Maintenance. Company will use reasonable efforts to correct suspected Errors when such Errors are reported to Company. Company does not warrant that all Service Errors will be corrected. This term is not intended to abrogate or limit Company's obligation to provide the Services as provided herein.
- 2.5. Equipment. Company will make available for Customer to purchase certain hardware equipment identified in Exhibit A as part of the solution for integration with Company's software. Customer agrees to purchase, and hereby purchases from Company, and Company agrees to sell, and hereby sells to Customer, the Equipment identified in Exhibit A.
- 2.6. Software Upgrades. Company will provide upgrades to Software ("Upgrades") that Company generally makes available to its other licensees for no additional charge. Customer acknowledges that Upgrades include only point releases that improve or maintain the stability of the Service and do not include major releases that add new functionality, which may be available for an additional fee. In the case where Company provides new features to Customer at no charge, the continued availability, performance, or usefulness of such features are not guaranteed or warranted by Company and such new features may be revoked at any time. Customer acknowledges that some newly integrated features in future releases of the Company Software may require the purchase of the appropriate hardware upon which the features depend.
- If Company is no longer providing one or more Services, or in the event that a Service goes end-of-life, Company may, replace the Service in accordance with the terms of this Agreement with a functional equivalent; provided, that any such functional equivalent shall have substantially similar features and functions as the Service it is replacing and shall reasonably meet or exceed the specifications and other requirements prescribed by this Agreement for the Service, and upon such replacement in accordance with this Section, such replacement Service shall be considered a Service for the purposes of this Agreement. To the extent necessary, Company and Customer shall amend any applicable statement of work to reflect such replacement of Service.
- 2.7. Route & Map Updates. Company will add the existing stops, schedules, or routes during the initial implementation with information provided by Customer. After the initial Implementation, to ensure that updates are implemented within the requested effective date, Company request that updates be submitted two (2) weeks in advance of the desired effective date.
- 2.8. Modification of Customer's Physical Location. If Customer expands or modifies its physical location, Customer may be required to purchase additional hardware and/or Software licenses and/or services to enable the Service to function properly in the expanded, additional, or modified physical location. Such purchases shall be agreed to in writing by executing additional amendments.

2.9. Professional Services. Customer and Company may modify Exhibit B or enter into one or more statement of works subject to this Agreement, which may incorporate one or more service descriptions for the provision of professional services. Company will perform the professional services, subject to the fulfillment of any responsibilities and payments due from Customer, as stated in the applicable exhibit.

3. Fees and Payment.

3.1. Subscription Fees. The rates for the Service are identified in Exhibit A. The Subscription Fees will commence on the Activation Date, and will continue for the Initial Term.

3.2. Cost of Equipment. The cost of Equipment is identified in Exhibit A.

3.3. Payment, Taxes and Procedures. Company will invoice Customer for Fees. Customer shall pay Company in accordance with payment terms set forth below:

3.3.1. Fees are payable in U.S. dollars only and are due no later than thirty (30) days after the invoice date. Fees are nonrefundable.

3.3.2. Payments shall be delivered to the address indicated on the invoice, unless otherwise instructed by Company.

3.3.3. Late payments shall be subject to interest at the monthly rate of one percent (1%), or the maximum amount allowed by applicable law, if lower. Interest on late payments will be calculated from the date when payment becomes overdue until the date payment is received by Company. Company may suspend the Service if the Subscription Fee is not received by the due date. If Company suspends the Service for non-payment, Customer may be charged a fee for reinstatement of the Service.

3.3.4. Customer shall pay Company's costs of collecting amounts past due under this Agreement, including reasonable attorneys' fees.

3.3.5. Prices do not include applicable state and local sales, use and other taxes. Customer is responsible for such taxes or shall provide proof of tax exemption.

3.4. Price Increases. Company may increase prices during the Term upon written notice to Customer, provided that in no event shall such increase exceed ~~six~~ three percent (~~36~~%) during any contract year.

4. Term and Termination.

4.1. Term. This Agreement begins on the Effective Date and will remain in effect for the Initial Term. The Agreement will automatically renew for additional successive one (1) year periods (each a "**Renewal**") unless Customer provides written notice to Company at least thirty (30) days before the end of the Term.

4.2. Termination for Breach. Either party may terminate this Agreement if the other

party materially breaches any of the terms and conditions of this Agreement and it is not cured:

- 4.2.1. Within ten (10) days after written notice if the breach relates to payment of Fees;
or
- 4.2.2. Within thirty (30) days after written notice for any other breach.
- 4.3. Termination for Non-appropriation of Funds. The Parties acknowledge that the Service is to be paid for through public funding, which may include various internal and external sources. In the event Customer does not acquire and appropriate the funding necessary to compensate Company for the Service under this Agreement, Customer may terminate the Agreement without penalty upon thirty (30) days written notice to Company. Company shall be entitled to receive and Customer shall pay applicable Fees and charges incurred for any Services performed as of the effective termination date.
- 4.4. Termination for Convenience. This Agreement may be terminated at any time, for any reason, upon written, mutual consent of both parties.

Customer shall have the right to terminate the Agreement for any reason upon one hundred twenty (120) days prior written notice to Company, however, such right shall not be effective for the first twenty-four (24) month period of the Term unless the City pays Company fifty (50%) of the Subscription Fee owed for the remainder of that twenty-four (24) month period.

- 4.5. Effect of Termination or Expiration. Upon termination or expiration of this Agreement for any reason, (i) the Customer's license for Company and right to access and use the Service automatically terminates, and (ii) the Customer's right to receive, view and/or access the Service Data automatically terminates. Termination of this Agreement does not relieve Customer of its obligation to pay monies due to Company for Service provided prior to termination.
- 4.6. Survival. The terms provided in Sections 5, 6, 7, 8, and 9 of this Agreement survive any termination or expiration of this Agreement.
5. Warranties and Disclaimer of Company.
 - 5.1. Equipment Base Warranty. In the event any third party Equipment is provided to Customer hereunder, either as part of the Services or as necessary or incidental to Company's provision of Services (including hosting services), Company shall pass through to Customer any and all representations, warranties and covenants from such third party providers, in addition to any representations, warranties and covenants provided by Company in this Agreement. Such warranties may be voided as the result of Customer's negligence, willful misconduct, or if caused by an action under Section 5.4.
 - 5.2. Professional Services Warranty. Company represents and warrants that the professional services will be performed in a workmanlike manner consistent with industry standards.

- 5.3. Exclusive Remedy. Sections 5.1 and 5.2 set forth Customer's exclusive remedy for breach of the related warranties.
- 5.4. Warranty Limitations. Company is not responsible for failure of the Service to conform to the Documentation or to provide accurate information with respect to the location, time, status, availability or existence of Customer's Vehicle Fleet if the Equipment is (i) damaged, blocked, modified, disassembled, vandalized, destroyed, or interfered with; (ii) subjected to extreme temperatures, flooding, over-voltage, electrical surges, misapplication of electrical power, or caustic chemicals; (iii) improperly installed or maintained by Customer or any third party; or (iv) used for a purpose other than as intended by Company, including but not limited to use in a configuration not recommended by Company.
- 5.5. Additional Fees. Company recommends that it installs any applicable Equipment. In the event Company has to repair, modify, or replace any component of the Equipment due to Customer's improper installation, additional fees shall incur.
- 5.6. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM TRADE USAGE OR COURSE OF DEALING. IN ADDITION, THE SERVICE DEPENDS UPON DATA BEING TRANSMITTED OVER THE INTERNET, CUSTOMER'S NETWORK, GPS SATELLITES, AND THIRD-PARTY CARRIER NETWORKS, AND AS COMPANY HAS NO CONTROL OVER THE FUNCTIONING OF THE INTERNET, THE SERVICE IS OFFERED ON AN "AS-AVAILABLE" BASIS. COMPANY DOES NOT WARRANT THAT THE SERVICE WILL OPERATE UNINTERRUPTED OR ERROR-FREE.
- 5.7. Excluded Parties. Company represents that it has no knowledge that any prospective business partner, employee, subcontractor or supplier is included in the General Services Administration's (GSA's) List of Parties Excluded from Federal Procurement and Non-Procurement Programs.
- 5.8. Lobbying Disclosure Act. Company represents that it has no knowledge that any prospective business partner, employee, subcontractor or supplier is in violation of the Lobbying Disclosure Act of 1995.
- 5.9. Non-Discrimination. Company represents that it does not discriminate against any employee or applicant for employment because of race, religion, creed, national origin, age, gender, marital status, citizenship, disability, sexual orientation, veteran's status, or membership in any other protected group.
6. Warranties and Acknowledgement of Customer.
- 6.1. Use Requirements, Restrictions and Limitations. Customer represents that it will observe the following requirements and restrictions in connection with its access to and use of the Service:

- 6.1.1. Customer shall not reverse engineer, de-compile or disassemble the Software or Equipment, shall not attempt to access any data underlying the Software or circumvent the user interface or other technological measures put in place by Company, and shall not modify, access, download, copy, or interfere with the Equipment or its embedded software without the express consent of Company.
 - 6.1.2. Customer shall not rent, sell, assign, lease, or sublicense the Service. Customer shall not use the Service in a service bureau, outsourcing or other arrangement to process or administer data on behalf of any third party.
 - 6.1.3. Customer shall not knowingly access, store, or transmit via the Service any material that (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or offensive; (ii) facilitates illegal activity; (iii) is discriminatory; or (iv) causes damage or injury to any person or property.
 - 6.1.4. Customer shall not violate or attempt to violate the security of Company's networks, including (i) accessing data not intended for Customer; (ii) accessing a server or account which Customer is not authorized to access; attempting to scan or test the vulnerability of a system or network or to breach security or authentication measures; or (iv) attempting to interfere with the availability or functionality of the Services, including by means of submitting a virus, overloading, flooding, spamming, mail bombing or crashing.
 - 6.1.5. Customer shall cause each of Customer's employees, agents and independent contractors to comply with (i) the obligations set forth in this Section 6.1 and (ii) all applicable laws, rules and regulations in connection with their use of the Service.
 - 6.1.6. Company reserves the right, without liability to Customer, to disable Customer's or a User's access to the Service for breach of this Section 6.1.
- 6.2. Customer acknowledges and agrees:
- 6.2.1. That the Service is an information tool only and is not a substitute for competent management and oversight of Customer's Vehicle Fleet, transportation system, and personnel;
 - 6.2.2. That the Service depends upon data being transmitted over the internet, Customer's network, GPS satellites, and third-party carrier networks, and that, Company has no control over the functioning of the internet, Customer's network, GPS satellites, or the network of a carrier; and
 - 6.2.3. That Customer alone is responsible for acquiring and maintaining Customer's Vehicle Fleet, Customer's network, Customer's internet access, and the rest of Customer's physical and technological infrastructure.
 - 6.2.4. That Customer's cooperation is required for the timely delivery of the Service, and, as a result, Customer will promptly respond to Company's requests and inquires and cause its Project Manager (or any applicable representative) to

cooperate with Company, in good faith, to complete the implementation of the Service and troubleshoot any issues with the Service.

- 6.3. International Roaming. The Equipment may transmit and receive data without user intervention and, as a result, will generate international roaming charges when it is taken out of the United States. Customer alone is responsible for roaming charges.

7. Confidentiality and Ownership.

- 7.1. Intellectual Property. Company is the sole and exclusive owner of all rights, title and interest in and to the Service, including all updates, modifications, customizations, enhancements and other derivative works thereof (collectively “**Derivative Works**”), and in any and all copyrights, patents, trademarks, trade secrets and other proprietary and/or intellectual property rights therein or thereto. To the extent any Derivative Work is developed by Company based upon ideas or suggestions submitted by Customer to Company, Customer hereby irrevocably assigns all rights to modify or enhance the Service using such ideas or suggestions or joint contributions to Company, together with all copyrights, patents, trademarks, trade secrets, and other proprietary and/or intellectual property rights related to such Derivative Works. Nothing contained in this Agreement shall be construed to convey to Customer (or to any party claiming through Customer) any rights in or to the Service, other than the rights expressly granted in Section 2.1.

- 7.2. Trademarks. Customer hereby consents to use of Customer’s name and/or logo a) on Company’s website in order to direct end-users to the public-facing aspects of the Service; b) to create a Customer-specific public-facing website hosted by Company where Users may access the Service; and, c) in the event Company’s white label application is included as part of the Service, to create a Customer-branded application.

- 7.3. Ownership of Data. Customer acknowledges and agrees that, as between Customer and Company, Company retains all ownership right, title and interest in and to all Service Data, including all copyrights, patents, trademarks, trade secrets, and other proprietary and/or intellectual property rights therein or thereto. Company may analyze and compile Service Data for the purpose of creating De-Identified Data. Company may use the De-Identified Data without restriction and may combine the De-Identified Data with data from other sources to create aggregate statistical data.

7.4. Nondisclosure.

- 7.4.1. A Receiving Party (a) shall hold the Disclosing Party’s Confidential Information in strict confidence and will use the same degree of care in protecting the confidentiality of the Disclosing Party’s Confidential Information that it uses to protect its own Confidential Information, but in no event less than reasonable care; and (b) except as expressly authorized by this Agreement, shall not, directly or indirectly, use, disclose, copy, transfer or allow access to the Confidential Information. Notwithstanding the foregoing, a Receiving Party may disclose Confidential Information of the Disclosing Party as required by law or court order. In such event, the Receiving Party shall (i) use its best efforts

to inform the Disclosing Party before any such required disclosure, and (ii) provide reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

7.4.2. The Customer shall limit access to the password-protected portions of the Service and any Equipment to Customer's employees who have a legitimate need to access the Service and Equipment.

7.4.3. Upon the termination or expiration of this Agreement, or upon the request of the Disclosing Party, the Receiving Party will return to the Disclosing Party all the Confidential Information delivered or disclosed to the Receiving Party, together with all copies in existence thereof at any time made by the Receiving Party.

7.4.4. If Customer receives a public record request for Confidential Information, Customer shall notify Company and Company shall, within fifteen (15) business days (or within the maximum period allowed by applicable law), notify Customer whether it desires for the Confidential Information to be withheld, and provide a legal basis under the applicable Public Records Act for withholding the Confidential Information. If Customer withholds the Confidential Information pursuant to Company's request, Company shall indemnify and defend Customer from any and all costs or liabilities resulting from such withholding including, but not limited to, attorney fees and court costs. If Company fails to notify Customer within the time specified or to provide a legal basis for withholding of the Confidential Information, Company agrees that Customer shall be entitled to release and disclose the Confidential Information.

7.4.5 Nothing in this Section is intended to prohibit or limit the disclosure of data and other information during the course of any public grant reporting or application process, provided the data or other information disclosed is the type traditionally provided for the public grant report or application.

7.5. Remedies. Each party acknowledges and agrees that any violation of this Article 7 (Confidentiality and Ownership) may cause irreparable injury to the other party for which there would be no adequate remedy at law and, therefore, such other party shall be entitled to preliminary and other injunctive relief against the other party for any such violation. Such injunctive relief shall be in addition to, and in no way in limitation of, all other remedies or rights that the parties may have at law or in equity.

8. Indemnity and Liability.

8.1. Customer Indemnity. Only to the extent permitted by law, Customer shall indemnify and hold Company and its Affiliates and their respective officers, directors, shareholders, employees, agents, successors and assigns harmless from any and all claims that relate to Customer's or Users' use of or reliance upon the Service or Customer's failure to properly maintain (or to request maintenance of) the Equipment, except any claims for which Company Indemnifies Customer as described in Section 8.2.

8.2. Company Intellectual Property Infringement Protection.

8.2.1. If a third party claims that the Service provided to Customer by Company under this agreement infringes that party's United States patent or copyright, Company shall defend Customer and Customer's Affiliates against that claim and shall pay any losses, liabilities, damages, judgments, awards, expenses, and costs, including reasonable attorneys' fees that a court finally awards against Customer, provided that Customer (i) promptly notifies Company of the claim and (ii) permits Company to control and cooperates with Company in the defense and any related settlement negotiations. Customer may participate, at Customer's own expense, in the defense of such claim.

8.2.2. If any part of the Service is, or in Company's reasonable judgment may become, the subject of any such proceeding Company may, at its expense and option, do one of the following: (i) procure for Customer the necessary right to continue using the Service and Equipment; (ii) replace or modify the infringing portion of the Service or Equipment with a functionally equivalent non-infringing item or portion thereof, or (iii) if none of the foregoing are commercially reasonable, terminate Customer's right to use the Service or the affected portion thereof, and refund to Customer an amount equal to the prepaid Subscription Fee or the affected portion thereof and the cost of any equipment, less amortization for its use on a straight line basis over a period of five (5) years from the Effective Date. The preceding sets forth Company's only obligations and Customer's sole and exclusive remedies with respect to infringement or misappropriation of intellectual property rights.

8.2.3. Company will not be liable hereunder for any claim of infringement that is based upon (i) the combination of the Service, or any part of the Service, or the Equipment with any product, software, hardware, machine, or device which is not provided by Company or identified by Company in its specifications as necessary to operate the Service, (ii) any modification of the Service or Equipment by a party other than Company, or (iii) the use of a version of the Service other than a current, unaltered release of the Service if such infringement would have been avoided by the use of a current, unaltered release.

8.3. Limitation of Liability. EXCEPT WITH RESPECT TO CLAIMS ARISING FROM OR RELATING TO (i) THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY OR (ii) DAMAGES ARISING FROM OR RELATING TO BODILY INJURY (INCLUDING DEATH) OR DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY CAUSED BY COMPANY IN THE PERFORMANCE OF SERVICES UNDER THE AGREEMENT: NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR LOST PROFITS OR LOSS OF DATA OR BUSINESS INTERRUPTION), WHETHER ARISING FROM NEGLIGENCE, ERRORS, OR FAILURE OF PERFORMANCE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS SHALL APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

8.4. Damages. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY FOR ALL CLAIMS UNDER THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY CUSTOMER OR CUSTOMER'S AFFILIATE IN THE SIX (6) MONTH PERIOD PRECEDING THE ACT GIVING RISE TO THE CLAIM FOR DAMAGES

9. General Provisions.

9.1. Notices. Any notice permitted or required under this Agreement may be delivered in person, by registered or certified mail (postage prepaid), by recognized overnight delivery service, or by e-mail to the party's address identified below (or other address designated by a party by written notice that conforms to this section). Notice will be deemed effective upon personal delivery, on the day after deposit for overnight delivery, three days after deposit by registered or certified mail, upon receipt if by email, when receipt is acknowledged by the receiving party.

If to Company: TransLoc, Inc. 4505 Emperor Blvd, Ste 120 Durham, NC 27703	If to Customer: Carson City 3770 Butti Way Carson, City, NV 89701 Email: acruz@carson.org
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9.2. Compliance with Laws. Each party will comply with all applicable federal, state and local laws, ordinances, rules and regulations relating to the performance and use of the Service as set forth in this Agreement.

9.3. Ineligibility. Company will not knowingly contract with, purchase from, employ, sub-contract with or carry on business in any form with any person or entity that is officially listed as excluded, debarred, declared ineligible, suspended or otherwise ineligible for participation in any Federal or State program.

9.4. Assignment. Neither party may assign or otherwise transfer any of the rights and obligations arising out of this Agreement without the prior written consent of the other party, except in connection with the sale or transfer of all or substantially all of such party's business, whether by merger, sale or otherwise. Notwithstanding the foregoing, however, Customer's consent shall not be required for assignments of this Agreement in whole or in part that result from a merger or acquisition, provided the contract is assigned to an affiliate of Company or an entity under common control with Company or Company's corporate parent.

9.5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the state where the Customer is physically located as stated in this Agreement, without reference to any choice of law principles of such state, and will not be construed in accordance with or governed by the United Nations Convention for International Sales of Goods.

9.6. Arbitration. Any controversy or claim arising out of or relating to this Agreement,

with the exception of injunctive relief sought by either party, may be submitted to arbitration before an arbitrator agreed upon by the parties, or, if the parties cannot agree upon an arbitrator within thirty (30) days, to an arbitrator selected by the American Arbitration Association. Arbitration shall occur in the capital of the state specified in Section 9.5. The arbitration shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrators may award attorneys' fees and costs as part of the award. The award of the arbitrators shall be binding and may be entered as a judgment in any court of competent jurisdiction.

- 9.7. Force Majeure. Neither party will be liable or responsible for any failure or delay in the performance of its obligations due to causes beyond the reasonable control of the party affected or its subcontractors or suppliers, including but not limited to war, sabotage, insurrection, epidemics, earthquakes, terrorism, riot or other act of civil disobedience, strikes or other labor shortages, accident, fire, explosion, flood, hurricane, severe weather or act of God. The obligations of the party suffering from the force majeure event will be suspended for the duration of the force majeure.
- 9.8. Integration. This Agreement, together with the exhibits, constitutes the final and exclusive agreement between the parties as to the matters described in it. This Agreement supersedes all prior proposals, negotiations, conversations, discussions, understandings, representations, or agreements between the parties concerning its subject matter. In the case of disagreement in the terms and conditions between this Agreement and any of its Exhibits, this Agreement shall control.
- 9.9. Amendment and Waiver. This Agreement may only be modified in writing signed by both parties and identifying the provision of the Agreement that is to be amended. No delay or omission by either party in exercising any right or remedy under this Agreement or existing at law or equity shall be considered a waiver of such right or remedy. No waiver by either party of any right or remedy whether under this Agreement or otherwise shall be effective unless in writing.
- 9.10. Federal Grant Funding. To the extent applicable, Exhibit D is incorporated herein and made a part of this Agreement.
- 9.11. Severability. If any term, provision or condition of this Agreement is held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.
- 9.12. Relationship. In making and performing this Agreement, Company and Customer act and shall act at all times as independent contractors and nothing contained in this Agreement shall be construed or implied to create an agency, partnership, joint venture, or employer and employee relationship between Company and Customer.
- 9.13. Document. Each party acknowledges and represents that the person signing on its behalf has read and understood all of the terms and provisions of this Agreement. Neither this Agreement nor any of the matters set forth herein or in the schedules will be construed against either party by reason of the drafting or preparation

thereof. This Agreement may be signed in any number of counterparts, each of which will be deemed an original and all of which, taken together, shall be deemed one and the same document, and may be executed by means of signatures transmitted by facsimile or by other electronic means. Headings herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.

The parties have caused this Agreement to be executed by and through their duly authorized representatives as of the Effective Date.

TransLoc, Inc.

Carson City Regional Transportation Commission

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

EXHIBIT A: SCHEDULE OF SERVICES, SOFTWARE, AND EQUIPMENT

This Exhibit A incorporates the terms of the Technology License and Service Agreement between Company and Customer.

1. Fees and Costs



4505 Emperor Blvd #120
Durham, NC 27703

DATE: August 09, 2022
TO: Alex Cruz
Carson City

*Price remain firm for 60 days

LN	Note	Hardware	Item	Qty	Unit Price	Subtotal	
						Capital	Subscription
1			GPS/AVL Tracking				
2	a.	x	Pepwave Router	8	\$ 600.00	\$ 4,800.00	
3			System Setup Fee	1	\$ 2,500.00	\$ 2,500.00	
4			Installation (Labor & Travel)	8	\$ 425.00	\$ 3,400.00	
5	b.	**	GPS Subscription - Public	8	\$ 975.00		\$ 7,800.00
6			Application Program Interface (API) - JSON	1	Included		
7			Realtime Passenger Information System (RTPI)				
8			Mobile Apps (iOS & Android)	1	Included		
9			Web Apps (Desktop & Mobile Web)	1	Included		
10			Automatic Passenger Counting (APC)				
11	a.	x	APC Hardware - Hella - Single Door	3	\$ 1,075.00	\$ 3,225.00	
12	a.	x	APC Hardware - Hella - Double Door	5	\$ 2,150.00	\$ 10,750.00	
13			APC Setup Fee - Hella	1	\$ 550.00	\$ 550.00	
14			APC Hardware Installation - Single Door (Labor & Travel)	3	\$ 500.00	\$ 1,500.00	
15			APC Hardware Installation - Double Door (Labor & Travel)	5	\$ 810.00	\$ 4,050.00	
16		**	APC Subscription	8	\$ 300.00		\$ 2,400.00
17			Automated Voice Annunciation (AVA) w/Tablet				
18	a.	x	Rugged Grade Tablet (Tab Active3)	8	\$ 925.00	\$ 7,400.00	
19	a.	x	Tablet Case & Mount (Tab Active3) - Static	8	\$ 350.00	\$ 2,800.00	
20	a.	x	Stand Alone Speakers	8	\$ 335.00	\$ 2,680.00	
21			AVA Setup Fee	1	\$ 925.00	\$ 925.00	
22			AVA Hardware Installation (Labor & Travel)	8	\$ 650.00	\$ 5,200.00	
23		**	AVA Subscription	8	\$ 355.00		\$ 2,840.00
24			WiFi				
25	a.	x	WiFi Hardware	8	Included as AVL hardware		
26			Wi-Fi Setup Fee	1	\$ 1,000.00	\$ 1,000.00	
27		**	WiFi Data Service - 5GB	8	\$ 470.00		\$ 3,760.00
28			On-Site & Virtual Trainings				
29			Virtual Training Workshop Session	1	\$ 625.00	\$ 625.00	
30			Cellular Data	8	Included		
31			Shipping Costs	1	Included		

Notes
a. Includes: all necessary cabling & hardware
b. Includes: Support, Server Hosting & Licensing Hardware invoiced upon shipment.
x Invoicing of remaining capital costs at the delivery of services.
** Subscription costs invoiced annually upon installation of hardware
Standard processing terms - NET 30

Quote Summary	
Capital Costs	\$ 51,405.00
Subscription Costs	\$ 16,800.00
Total for First Year	\$ 68,205.00
Total for 3 Year Contract	\$ 101,805.00

*All applicable sales/use tax are additional
*Subscription costs represented as annual

2. Reinstallation or Additional Equipment Installation Fees:

If needed, Company will uninstall Equipment and Software from a vehicle and reinstall in a different vehicle, or install additional Equipment. There is an hourly labor fee per Equipment that is reinstalled or newly installed, reimbursed travel costs, and if new Equipment, Equipment fee as stated above. Only Company is authorized to uninstall, install, and/or reinstall Equipment, provided Company is able and willing to do so within the agreed upon timeframe in the work order .

3. Spare Equipment:

Spare Equipment is not included in the fees above. If desired, Customer can purchase spare Equipment to minimize downtime in the event that Equipment needs to be repaired or replaced.

4. New Customer Information Sheet:

Customer must complete the New Customer Information sheet, found on the next page, to facilitate invoicing and payment.

EXHIBIT B: SCOPE OF WORK

Exhibit B: Scope of Work

TransLoc is offering the below items within this contract

Rider Application/Website Services

- Public dashboard
 - Real-time tracking with 3 - 5 second update rates
 - Shuttle Stop Time Predictions
 - Client Feedback Option
 - "Find Me" Feature
 - Twitter Feed and Social Media links with Display
 - Menu Links to Clients Desired URL
 - Public website in internet browser with Mobile website accessible via any smartphone.
 - Rider Alerts/Announcements to be displayed to riders on public websites/applications.

- Mobile Application (Transloc)
 - Supported in Apple App and Google Play stores
 - Multimodal with fixed route and ondemand capabilities
 - WCAG 2.0 AA compliant for accessibility
 - Trip planning capabilities
 - Vehicle tracking and capacity
 - Display of agency alerts for routes
 - Stop details (schedule data and ETAs)
 - Favorite Stops
 - Multi-language capabilities
 - English
 - Spanish
 - Simplified Chinese
 - Deeplink to Token Transit to incorporate contactless fare system into Mobile Application.

CAD/AVL Services (8 Vehicles)

- Admin dashboard
 - Domain Name
 - Standard Transloc domain
 - Managed by TransLoc
 - Unlimited users
 - Dispatching capabilities

- Options based on system configuration
 - By Schedule
 - By Vehicle
 - By Block Group
 - Rider Alerts/Announcements to be displayed to riders on public websites/applications.
 - Ability to communicate system information, detours, delays, etc. to riders on browser website
 - Reporting Suite
 - General Reports
 - Arrivals and Departures (By Route and Stop)
 - Arrivals and Departures (By Route and Vehicle with Loop Time)
 - Employee Assignments
 - Headway
 - Headway Summary
 - Route_Report
 - Vehicle On Route
 - Vehicle Service Report
 - Vehicle Assignment Report
 - Performance Reports
 - On Time Performance
 - On Time Performance Summary
 - Schedule By Time Report
 - Schedule_Report
 - Dedicated Client Support Rep/Account Manager
 - 24/7 Emergency Client Support 365 Days a Year
 - Add/Remove Vehicles
 - Route and Stop Configuration/Changes
 - Schedule Configuration/Changes
 - Create/Remove Users
 - AVL Hardware (8 Vehicles)
 - Transloc will provide
 - Pepwave Max Transit Mini WiFi Router
 - Cellular Data
 - Transloc to provide
 - Verizon SIM Cards (2FF)
 - Installation
 - Transloc to provide

Automatic Passenger Counting (APC) (8 Vehicles)

- Transloc will provide:
 - APC Hardware
 - Utilizing AVL hardware (Pepwave Max Transit Mini WiFi Router) listed above

- Double door Hella sensors (5 vehicles)
 - Single door Hella sensors (3 vehicles)
 - Installation
 - Transloc to Install
- Real-time capacity view available on: Admin Portal, Public Website and Rider Application
- Ridership Reporting (Includes 'On' and 'Off' counts)
 - All Ridership By Vehicle
 - Average Ridership
 - RAW APC Audit Report
 - Raw Ridership
 - Ridership Counts - Daily
 - Ridership Counts - Hourly
 - Ridership Counts by Date and Hour with Summary
 - Ridership Summary Report
 - Ridership Summary Report With 2 Groupings
 - Ridership Summary Report With 3 Groupings
 - Ridership Summary Report With 3 Groupings and Detail Group
 - Ridership Summary Report With 4 Groupings
 - Ridership with Occupancy
 - Weekly Summary
 - NTD S-10 Report Available
- Remote support and troubleshooting

Tablet Features (8 Vehicles)

- Hardware
 - Transloc to Provide:
 - Samsung Tab Active 3
 - Static Mount and Case
- Installation
 - Transloc to provide
- Cellular Data
 - Transloc to provide
 - Verizon
- **AVA through Tablet (8 Vehicles)**
 - Stop by stop announcements
 - ADA compatible (audio capabilities)
 - Arrival announcements: "Now arriving at..." and/or Departure announcements: "Next stop..."
 - *Next stop announcements compatible with systems that utilize set stop orders each run.*
 - Geofence editing Support
 - Transloc Support team will provide initial setup and adjust geofencing for stop announcement triggering
 - Additional Hardware
 - Stand Alone Speakers
 - AVA Speaker Installation

- Transloc to provide

Passenger WiFi (8 Vehicles)

- Management dashboard
 - Unlimited users
 - 5 GB/Month/Vehicle
 - Daily allotment of 100 MB per device/user
 - Open Network with Splash Page
 - Users will need to accept the terms for the allotted time of use without needing to enter a password.
 - Remote support and troubleshooting provided.
 - Assistance with WiFi management through in-control portal to check bandwidth and data usage
- Hardware
 - Pepwave Max Transit Mini WiFi Router
 - Installation
 - Transloc to provide
 - Cellular Data
 - Transloc to provide

Training

- Webinar/emailed manuals and user guides

EXHIBIT C: NEW CUSTOMER INFORMATION

Agency Information	
Agency name	Carson City Regional Transportation Commission
Primary Contact in Accounts Payable	
Primary Contact's Email	
Billing Address	
Phone	
Fax	
Billing Information	
Who should receive the invoices?	Alex Cruz - Transit Coordinator
Email address of invoice recipient	Acruz@carson.org
Will you be submitting a purchase order to us?	No, purchase will be made according to quote received by Transloc
Is there a PO number that we will need to put on the invoices?	N/A
We receive payment for invoices via ACH or EFT. Please submit any paper work necessary to complete this request.	
Are you tax exempt? If yes, please email a copy of your Certificate of Exemption to accounting@transloc.com	Yes
Is there any additional information that we should be aware of to ensure timely processing of invoices?	
Marketing & Communications Information	
Name(s) of marketing and PR contact(s)	
Email address(es) of marketing and PR contact(s)	
Are you interested in joint marketing/PR opportunities?	No

**EXHIBIT D: ~~CARSON AREA METROPOLITAN PLANNING ORGANIZATION (CAMPO)~~
Clauses for Contracts Funded by Federal Grants**

Lobbying Form

For contracts over \$100,000

31 U.S.C. 1352

2 CFR Part 200 Appendix II (I) 49 CFR Part 20

The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 2 CFR Part 200 Appendix II (I)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

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

Date __

Print Name of Authorized Official Terry Hinman__

Title Group Leader__

Signature of Authorized Official ____

Company Name TransLoc, Inc.____

Company Address 4505 Emperor Blvd., Suite 120, Durham NC 27703____

Debarment, Suspension, Ineligibility, and Voluntary Exclusion Requirements and Clauses

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 2 CFR 180.995, or affiliates, as defined at 2 CFR 180.905, are excluded or disqualified as defined at 2 CFR 180.940 and 180.945.

The contractor is required to comply with 2CFR 180, Subpart C and must include the requirement to comply with 2 CFR 180, Subpart C in any lower tier covered transaction it enters into.

The bidder or proposer certifies as follows:

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, Carson City may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to Carson City if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing 2 CFR Part 180. You may contact Carson City for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by Carson City.
5. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S General Administration Service.
7. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, Carson City may pursue available remedies including

suspension and/or debarment.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form
(Contracts over \$25,000)**

The contractor certifies, that neither it nor its “principals” as defined in 2 CFR 180.995, or affiliates, as defined at 2 CFR 180.905, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental department or agency.

Date _

Print Name of Authorized Official. Terry Hinman__

Title Group Leader__

Signature of Authorized Official ____

Company Name TransLoc, Inc._____

Company Address 4505 Emperor Blvd., Suite 120, Durham, NC. 27703

Right to Protest

NOTICE OF PROTEST OF AWARD OF CONTRACT must be in compliance with NRS 338.142 and submitted in writing to the Carson City Purchasing and Contracts Department at City Hall, 201 N. Carson Street, #2, Carson City, NV 89701 within five (5) business days after the date the Administrator of such Department or the City’s Public Works Director, as the City’s authorized representative, makes a recommendation to the award the contract.

The notice of protest must include a written statement setting forth with specificity the reasons the person filing the notice believes the applicable provisions of law were violated.

A person filing a notice of protest may be required by the Purchasing and Contracts Administrator, at the time or soon after the notice of protest is filed, to post a bond with a good and solvent surety authorized to do business in this state or submit other security, in a form approved by such authorized representative of the City and the City shall hold the bond or other security until a determination is made on the protest.

A notice of protest filed under these provisions operates as a stay of action in relation to the awarding of any contract until a determination is made by the City’s Board of Supervisors or Regional Transportation Commission on the protest.

A person who makes an unsuccessful proposal may not seek any type of judicial intervention until the City’s Board of Supervisors or Regional Transportation Commission has made a determination on the protest and awarded the contract.

Neither the City’s Board of Supervisors, Regional Transportation Commission, nor any authorized representative of the City or such public body is liable for any costs, expenses, attorney’s fees, loss of income or other damages sustained by a person who makes a proposal, whether or not the person files a notice of protest pursuant hereto.

If the protest is upheld, any bond posted or other security submitted with or soon after the submission of the notice of protest must be returned to the person who posted the bond or submitted the security. If the protest is rejected, a claim may be made against the bond or other security by the City's Board of Supervisors or Regional Transportation Commission in an amount equal to the expenses incurred by the City or its Board of Supervisors or Regional Transportation Commission because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the person who posted the bond or submitted the security.

7f. Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the

quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(L) Domestic preferences for procurements. (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as

polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

TECHNOLOGY LICENSE AND SERVICE AGREEMENT

This Technology License and Service Agreement (this “**Agreement**”) dated as of the last signature to this Agreement (the “**Effective Date**”) is by and between TransLoc Inc., a Delaware corporation, with its principal place of business located at 4505 Emperor Blvd., Suite 120, Durham, NC 27703 (“**Company**”), and the Carson City Regional Transportation Commission, located at 3770 Butti Way, Carson, City, NV 89701 (“**Customer**”).

Description of Agreement

Customer wishes to access Company’s Service in accordance with the terms of this Agreement. Company wishes to make the Service and Equipment available to Customer on the terms and conditions described in this Agreement. Therefore, the parties agree as follows:

1. Definitions.

- 1.1. “**Activation Date**” means when the Software is available to go live.
- 1.2. “**Affiliates**” means an entity that owns, is owned by, or is under common ownership with a party, in each case where ownership is direct and is greater than 50%.
- 1.3. “**Confidential Information**” means any non-public information or data whether in written, electronic, or other tangible form, or provided orally or visually, that is disclosed by or on behalf of one party (a “**Disclosing Party**”) to the other party (a “**Receiving Party**”), whether owned by the Disclosing Party or a third party, pursuant to this Agreement. Confidential Information of Customer includes, but is not limited to, Customer’s financial and business information. Confidential Information of Company includes, but is not limited to, the structure, organization, design, algorithms, methods, templates, data models, data structures, flow charts, logic flow, and screen displays associated with the Software and the Service; the Documentation; and Company’s implementation, and training materials, and procedures. Confidential Information does not include information that: (a) is or becomes publicly known or available without breach of this Agreement; (b) is received by a Receiving Party from a third party without breach of any obligation of confidentiality; or (c) was previously known by the Receiving Party as shown by its written records.
- 1.4. “**Day(s)**” means calendar day(s), unless otherwise specified.
- 1.5. “**De-Identified Data**” means data that does not contain information that identifies Customer or Users.
- 1.6. “**Documentation**” means any instructional and user manuals relating to the Service,

which may be amended from time to time by Company.

- 1.7. **“Equipment”** means Company’s tracking hardware, antennas, cabling, wiring and other electronic components provided and installed by authorized Company personnel on Customer’s Vehicle Fleet, to allow the functioning, delivery or maintenance of the Software.
- 1.8. **“Fees”** means the Subscription Fee and cost of any equipment.
- 1.9. **“Initial Term”** means a period of three (3) years from the Activation Date.
- 1.10. **“Project Manager”** means an employee of Customer, designated to be responsible for and aware of Customer’s (and if applicable, any third party brought in by Customer’s) business and systems information and needs. Project Manager will be the lead point of contact for all matters involving Customer and Company.
- 1.11. **“Service”** means Company’s Software and any services and deliverables identified in Exhibit B, as applicable.
- 1.12. **“Service Data”** means any data, information, content, documents, or electronic files provided to or collected by Company from either Customer or its Users during the course of their use of any component of the Service.
- 1.13. **“Software”** means (1) Company’s proprietary vehicle tracking and passenger information service provided through proprietary software made available in combination with Equipment for use in the management, location, and inventory of Customer’s transportation resource; and (2) any of Company’s proprietary software, solutions, or technologies identified in Exhibit B of the Agreement, including but not limited to white label applications.
- 1.14. **“Term”** means the Initial Term plus any Renewal.
- 1.15. **“Users”** means the actual and prospective passengers on Customer’s transit system.
- 1.16. **“Vehicle Fleet”** means the multi-passenger vehicles comprising Customer’s transit system, on which the Equipment is installed in accordance with this Agreement.

2. Software, Service, and Equipment.

- 2.1. Subscription. Subject to payment of the Fees and the remaining terms and conditions of this Agreement (including, without limitation, the use requirements, restrictions and limitations described in Section 6.1), Company will provide the Services and hereby grants to Customer a limited, revocable, non-exclusive, and non-transferable right to access and use the Software and the Documentation during the Term at the physical location of Customer as stated herein. Company will make the Documentation available to Customer in electronic form.

2.2. Implementation and Training.

- 2.2.1. System Information Sheet. Customer will complete the System Information Sheet no later than thirty (30) calendar days following receipt of the System

Information Sheet from Company, which includes stops, routes, blocks, vehicle information, and other relevant information needed to create Customer's Service.

- 2.2.2. Pre-Installation Requirement Form. Customer will complete, if applicable, the Pre-Installation Requirement Form no later than fourteen (14) calendar days following receipt of the Pre-Installation Requirement Form from Company.
 - 2.2.3. Project Management. Within five (5) calendar days of the Effective Date of the Agreement, Customer shall provide a Project Manager that Company will work with through to project completion. Company will also provide a project manager who will coordinate resources internally.
 - 2.2.4. Additional Materials and Documents. Company and Customer will cooperate to ensure that all applicable forms and documents necessary for implementation of the Service are completed within a reasonable timeframe.
 - 2.2.5. Definition of Service Area. Customer shall provide Company with the physical bounds of their intended Service area upon request from Company. This information can be provided either in a series of latitude and longitudes that correspond to the vertices of a contiguous shape, a radius (in miles or kilometers) from a single latitude and longitude, or a list of all the roadways and intersections that form the outer-edges of the service area.
 - 2.2.6. Customer Delays. In the event Company incurs delays, additional costs or labor as a result of any act or omission of Customer, including but not limited to Customer's failure to provide information, data, or access to Customer's facilities or personnel, Customer agrees that Company may, upon prior written notice to Customer, add reasonable charges to the amounts invoiced to Customer and adjust any implementation schedule provided to Customer.
 - 2.2.7. Reasonable Cooperation with Customer. Company and Customer will cooperate, and make reasonable efforts, to ensure that the Services function appropriately for Customer's intended use as defined in the Scope of Work. At the time this contract is entered into, Customer anticipates utilizing the Services in conjunction with contactless fare services from a vendor called Token Transit, Inc. to implements a contactless fare system on its fixed-route buses. Company will cooperate with Customer and Customer's contracted vendor and employ a deep-link to Token Transit.
- 2.3. Vehicle Fleet administrators will receive instructional materials and training to use the Service.
 - 2.4. Software, Support and Maintenance.
 - 2.4.1. Base Level Support. Company will provide email and telephone support for the Software to assist Customer personnel in using the Service and in reporting suspected deviations from the service and the associated documentation ("Errors"). Support will be provided from 8:00 a.m. to 8:00 p.m. Eastern Time, Monday through Friday, excluding regular business holidays. Only in the event

of an emergency, Company will provide twenty-four (24) hours a day, seven (7) days a week telephone assistance.

- 2.4.2. Maintenance. Company will use reasonable efforts to correct suspected Errors when such Errors are reported to Company. Company does not warrant that all Service Errors will be corrected. This term is not intended to abrogate or limit Company's obligation to provide the Services as provided herein.
- 2.5. Equipment. Company will make available for Customer to purchase certain hardware equipment identified in Exhibit A as part of the solution for integration with Company's software. Customer agrees to purchase, and hereby purchases from Company, and Company agrees to sell, and hereby sells to Customer, the Equipment identified in Exhibit A.
- 2.6. Software Upgrades. Company will provide upgrades to Software ("Upgrades") that Company generally makes available to its other licensees for no additional charge. Customer acknowledges that Upgrades include only point releases that improve or maintain the stability of the Service and do not include major releases that add new functionality, which may be available for an additional fee. In the case where Company provides new features to Customer at no charge, the continued availability, performance, or usefulness of such features are not guaranteed or warranted by Company and such new features may be revoked at any time. Customer acknowledges that some newly integrated features in future releases of the Company Software may require the purchase of the appropriate hardware upon which the features depend.
- If Company is no longer providing one or more Services, or in the event that a Service goes end-of-life, Company may, replace the Service in accordance with the terms of this Agreement with a functional equivalent; provided, that any such functional equivalent shall have substantially similar features and functions as the Service it is replacing and shall reasonably meet or exceed the specifications and other requirements prescribed by this Agreement for the Service, and upon such replacement in accordance with this Section, such replacement Service shall be considered a Service for the purposes of this Agreement. To the extent necessary, Company and Customer shall amend any applicable statement of work to reflect such replacement of Service.
- 2.7. Route & Map Updates. Company will add the existing stops, schedules, or routes during the initial implementation with information provided by Customer. After the initial Implementation, to ensure that updates are implemented within the requested effective date, Company request that updates be submitted two (2) weeks in advance of the desired effective date.
- 2.8. Modification of Customer's Physical Location. If Customer expands or modifies its physical location, Customer may be required to purchase additional hardware and/or Software licenses and/or services to enable the Service to function properly in the expanded, additional, or modified physical location. Such purchases shall be agreed to in writing by executing additional amendments.

2.9. Professional Services. Customer and Company may modify Exhibit B or enter into one or more statement of works subject to this Agreement, which may incorporate one or more service descriptions for the provision of professional services. Company will perform the professional services, subject to the fulfillment of any responsibilities and payments due from Customer, as stated in the applicable exhibit.

3. Fees and Payment.

3.1. Subscription Fees. The rates for the Service are identified in Exhibit A. The Subscription Fees will commence on the Activation Date, and will continue for the Initial Term.

3.2. Cost of Equipment. The cost of Equipment is identified in Exhibit A.

3.3. Payment, Taxes and Procedures. Company will invoice Customer for Fees. Customer shall pay Company in accordance with payment terms set forth below:

3.3.1. Fees are payable in U.S. dollars only and are due no later than thirty (30) days after the invoice date. Fees are nonrefundable.

3.3.2. Payments shall be delivered to the address indicated on the invoice, unless otherwise instructed by Company.

3.3.3. Late payments shall be subject to interest at the monthly rate of one percent (1%), or the maximum amount allowed by applicable law, if lower. Interest on late payments will be calculated from the date when payment becomes overdue until the date payment is received by Company. Company may suspend the Service if the Subscription Fee is not received by the due date. If Company suspends the Service for non-payment, Customer may be charged a fee for reinstatement of the Service.

3.3.4. Customer shall pay Company's costs of collecting amounts past due under this Agreement, including reasonable attorneys' fees.

3.3.5. Prices do not include applicable state and local sales, use and other taxes. Customer is responsible for such taxes or shall provide proof of tax exemption.

3.4. Price Increases. Company may increase prices during the Term upon written notice to Customer, provided that in no event shall such increase exceed three percent (3%) during any contract year.

4. Term and Termination.

4.1. Term. This Agreement begins on the Effective Date and will remain in effect for the Initial Term. The Agreement will automatically renew for additional successive one (1) year periods (each a "**Renewal**") unless Customer provides written notice to Company at least thirty (30) days before the end of the Term.

4.2. Termination for Breach. Either party may terminate this Agreement if the other

party materially breaches any of the terms and conditions of this Agreement and it is not cured:

- 4.2.1. Within ten (10) days after written notice if the breach relates to payment of Fees;
or
- 4.2.2. Within thirty (30) days after written notice for any other breach.
- 4.3. Termination for Non-appropriation of Funds. The Parties acknowledge that the Service is to be paid for through public funding, which may include various internal and external sources. In the event Customer does not acquire and appropriate the funding necessary to compensate Company for the Service under this Agreement, Customer may terminate the Agreement without penalty upon thirty (30) days written notice to Company. Company shall be entitled to receive and Customer shall pay applicable Fees and charges incurred for any Services performed as of the effective termination date.
- 4.4. Termination for Convenience. This Agreement may be terminated at any time, for any reason, upon written, mutual consent of both parties.

Customer shall have the right to terminate the Agreement for any reason upon one hundred twenty (120) days prior written notice to Company, however, such right shall not be effective for the first twenty-four (24) month period of the Term unless the City pays Company fifty (50%) of the Subscription Fee owed for the remainder of that twenty-four (24) month period.

- 4.5. Effect of Termination or Expiration. Upon termination or expiration of this Agreement for any reason, (i) the Customer's license for Company and right to access and use the Service automatically terminates, and (ii) the Customer's right to receive, view and/or access the Service Data automatically terminates. Termination of this Agreement does not relieve Customer of its obligation to pay monies due to Company for Service provided prior to termination.
- 4.6. Survival. The terms provided in Sections 5, 6, 7, 8, and 9 of this Agreement survive any termination or expiration of this Agreement.
5. Warranties and Disclaimer of Company.
 - 5.1. Equipment Base Warranty. In the event any third party Equipment is provided to Customer hereunder, either as part of the Services or as necessary or incidental to Company's provision of Services (including hosting services), Company shall pass through to Customer any and all representations, warranties and covenants from such third party providers, in addition to any representations, warranties and covenants provided by Company in this Agreement. Such warranties may be voided as the result of Customer's negligence, willful misconduct, or if caused by an action under Section 5.4.
 - 5.2. Professional Services Warranty. Company represents and warrants that the professional services will be performed in a workmanlike manner consistent with industry standards.

- 5.3. Exclusive Remedy. Sections 5.1 and 5.2 set forth Customer's exclusive remedy for breach of the related warranties.
- 5.4. Warranty Limitations. Company is not responsible for failure of the Service to conform to the Documentation or to provide accurate information with respect to the location, time, status, availability or existence of Customer's Vehicle Fleet if the Equipment is (i) damaged, blocked, modified, disassembled, vandalized, destroyed, or interfered with; (ii) subjected to extreme temperatures, flooding, over-voltage, electrical surges, misapplication of electrical power, or caustic chemicals; (iii) improperly installed or maintained by Customer or any third party; or (iv) used for a purpose other than as intended by Company, including but not limited to use in a configuration not recommended by Company.
- 5.5. Additional Fees. Company recommends that it installs any applicable Equipment. In the event Company has to repair, modify, or replace any component of the Equipment due to Customer's improper installation, additional fees shall incur.
- 5.6. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM TRADE USAGE OR COURSE OF DEALING. IN ADDITION, THE SERVICE DEPENDS UPON DATA BEING TRANSMITTED OVER THE INTERNET, CUSTOMER'S NETWORK, GPS SATELLITES, AND THIRD-PARTY CARRIER NETWORKS, AND AS COMPANY HAS NO CONTROL OVER THE FUNCTIONING OF THE INTERNET, THE SERVICE IS OFFERED ON AN "AS-AVAILABLE" BASIS. COMPANY DOES NOT WARRANT THAT THE SERVICE WILL OPERATE UNINTERRUPTED OR ERROR-FREE.
- 5.7. Excluded Parties. Company represents that it has no knowledge that any prospective business partner, employee, subcontractor or supplier is included in the General Services Administration's (GSA's) List of Parties Excluded from Federal Procurement and Non-Procurement Programs.
- 5.8. Lobbying Disclosure Act. Company represents that it has no knowledge that any prospective business partner, employee, subcontractor or supplier is in violation of the Lobbying Disclosure Act of 1995.
- 5.9. Non-Discrimination. Company represents that it does not discriminate against any employee or applicant for employment because of race, religion, creed, national origin, age, gender, marital status, citizenship, disability, sexual orientation, veteran's status, or membership in any other protected group.
6. Warranties and Acknowledgement of Customer.
- 6.1. Use Requirements, Restrictions and Limitations. Customer represents that it will observe the following requirements and restrictions in connection with its access to and use of the Service:

- 6.1.1. Customer shall not reverse engineer, de-compile or disassemble the Software or Equipment, shall not attempt to access any data underlying the Software or circumvent the user interface or other technological measures put in place by Company, and shall not modify, access, download, copy, or interfere with the Equipment or its embedded software without the express consent of Company.
 - 6.1.2. Customer shall not rent, sell, assign, lease, or sublicense the Service. Customer shall not use the Service in a service bureau, outsourcing or other arrangement to process or administer data on behalf of any third party.
 - 6.1.3. Customer shall not knowingly access, store, or transmit via the Service any material that (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or offensive; (ii) facilitates illegal activity; (iii) is discriminatory; or (iv) causes damage or injury to any person or property.
 - 6.1.4. Customer shall not violate or attempt to violate the security of Company's networks, including (i) accessing data not intended for Customer; (ii) accessing a server or account which Customer is not authorized to access; attempting to scan or test the vulnerability of a system or network or to breach security or authentication measures; or (iv) attempting to interfere with the availability or functionality of the Services, including by means of submitting a virus, overloading, flooding, spamming, mail bombing or crashing.
 - 6.1.5. Customer shall cause each of Customer's employees, agents and independent contractors to comply with (i) the obligations set forth in this Section 6.1 and (ii) all applicable laws, rules and regulations in connection with their use of the Service.
 - 6.1.6. Company reserves the right, without liability to Customer, to disable Customer's or a User's access to the Service for breach of this Section 6.1.
- 6.2. Customer acknowledges and agrees:
- 6.2.1. That the Service is an information tool only and is not a substitute for competent management and oversight of Customer's Vehicle Fleet, transportation system, and personnel;
 - 6.2.2. That the Service depends upon data being transmitted over the internet, Customer's network, GPS satellites, and third-party carrier networks, and that, Company has no control over the functioning of the internet, Customer's network, GPS satellites, or the network of a carrier; and
 - 6.2.3. That Customer alone is responsible for acquiring and maintaining Customer's Vehicle Fleet, Customer's network, Customer's internet access, and the rest of Customer's physical and technological infrastructure.
 - 6.2.4. That Customer's cooperation is required for the timely delivery of the Service, and, as a result, Customer will promptly respond to Company's requests and inquires and cause its Project Manager (or any applicable representative) to

cooperate with Company, in good faith, to complete the implementation of the Service and troubleshoot any issues with the Service.

- 6.3. International Roaming. The Equipment may transmit and receive data without user intervention and, as a result, will generate international roaming charges when it is taken out of the United States. Customer alone is responsible for roaming charges.

7. Confidentiality and Ownership.

- 7.1. Intellectual Property. Company is the sole and exclusive owner of all rights, title and interest in and to the Service, including all updates, modifications, customizations, enhancements and other derivative works thereof (collectively “**Derivative Works**”), and in any and all copyrights, patents, trademarks, trade secrets and other proprietary and/or intellectual property rights therein or thereto. To the extent any Derivative Work is developed by Company based upon ideas or suggestions submitted by Customer to Company, Customer hereby irrevocably assigns all rights to modify or enhance the Service using such ideas or suggestions or joint contributions to Company, together with all copyrights, patents, trademarks, trade secrets, and other proprietary and/or intellectual property rights related to such Derivative Works. Nothing contained in this Agreement shall be construed to convey to Customer (or to any party claiming through Customer) any rights in or to the Service, other than the rights expressly granted in Section 2.1.

- 7.2. Trademarks. Customer hereby consents to use of Customer’s name and/or logo a) on Company’s website in order to direct end-users to the public-facing aspects of the Service; b) to create a Customer-specific public-facing website hosted by Company where Users may access the Service; and, c) in the event Company’s white label application is included as part of the Service, to create a Customer-branded application.

- 7.3. Ownership of Data. Customer acknowledges and agrees that, as between Customer and Company, Company retains all ownership right, title and interest in and to all Service Data, including all copyrights, patents, trademarks, trade secrets, and other proprietary and/or intellectual property rights therein or thereto. Company may analyze and compile Service Data for the purpose of creating De-Identified Data. Company may use the De-Identified Data without restriction and may combine the De-Identified Data with data from other sources to create aggregate statistical data.

7.4. Nondisclosure.

- 7.4.1. A Receiving Party (a) shall hold the Disclosing Party’s Confidential Information in strict confidence and will use the same degree of care in protecting the confidentiality of the Disclosing Party’s Confidential Information that it uses to protect its own Confidential Information, but in no event less than reasonable care; and (b) except as expressly authorized by this Agreement, shall not, directly or indirectly, use, disclose, copy, transfer or allow access to the Confidential Information. Notwithstanding the foregoing, a Receiving Party may disclose Confidential Information of the Disclosing Party as required by law or court order. In such event, the Receiving Party shall (i) use its best efforts

to inform the Disclosing Party before any such required disclosure, and (ii) provide reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

- 7.4.2. The Customer shall limit access to the password-protected portions of the Service and any Equipment to Customer's employees who have a legitimate need to access the Service and Equipment.
 - 7.4.3. Upon the termination or expiration of this Agreement, or upon the request of the Disclosing Party, the Receiving Party will return to the Disclosing Party all the Confidential Information delivered or disclosed to the Receiving Party, together with all copies in existence thereof at any time made by the Receiving Party.
 - 7.4.4. If Customer receives a public record request for Confidential Information, Customer shall notify Company and Company shall, within fifteen (15) business days (or within the maximum period allowed by applicable law), notify Customer whether it desires for the Confidential Information to be withheld, and provide a legal basis under the applicable Public Records Act for withholding the Confidential Information. If Customer withholds the Confidential Information pursuant to Company's request, Company shall indemnify and defend Customer from any and all costs or liabilities resulting from such withholding including, but not limited to, attorney fees and court costs. If Company fails to notify Customer within the time specified or to provide a legal basis for withholding of the Confidential Information, Company agrees that Customer shall be entitled to release and disclose the Confidential Information.
 - 7.4.5. Nothing in this Section is intended to prohibit or limit the disclosure of data and other information during the course of any public grant reporting or application process, provided the data or other information disclosed is the type traditionally provided for the public grant report or application.
- 7.5. Remedies. Each party acknowledges and agrees that any violation of this Article 7 (Confidentiality and Ownership) may cause irreparable injury to the other party for which there would be no adequate remedy at law and, therefore, such other party shall be entitled to preliminary and other injunctive relief against the other party for any such violation. Such injunctive relief shall be in addition to, and in no way in limitation of, all other remedies or rights that the parties may have at law or in equity.

8. Indemnity and Liability.

- 8.1. Customer Indemnity. Only to the extent permitted by law, Customer shall indemnify and hold Company and its Affiliates and their respective officers, directors, shareholders, employees, agents, successors and assigns harmless from any and all claims that relate to Customer's or Users' use of or reliance upon the Service or Customer's failure to properly maintain (or to request maintenance of) the Equipment, except any claims for which Company Indemnifies Customer as described in Section 8.2.
- 8.2. Company Intellectual Property Infringement Protection.

8.2.1. If a third party claims that the Service provided to Customer by Company under this agreement infringes that party's United States patent or copyright, Company shall defend Customer and Customer's Affiliates against that claim and shall pay any losses, liabilities, damages, judgments, awards, expenses, and costs, including reasonable attorneys' fees that a court finally awards against Customer, provided that Customer (i) promptly notifies Company of the claim and (ii) permits Company to control and cooperates with Company in the defense and any related settlement negotiations. Customer may participate, at Customer's own expense, in the defense of such claim.

8.2.2. If any part of the Service is, or in Company's reasonable judgment may become, the subject of any such proceeding Company may, at its expense and option, do one of the following: (i) procure for Customer the necessary right to continue using the Service and Equipment; (ii) replace or modify the infringing portion of the Service or Equipment with a functionally equivalent non-infringing item or portion thereof, or (iii) if none of the foregoing are commercially reasonable, terminate Customer's right to use the Service or the affected portion thereof, and refund to Customer an amount equal to the prepaid Subscription Fee or the affected portion thereof and the cost of any equipment, less amortization for its use on a straight line basis over a period of five (5) years from the Effective Date. The preceding sets forth Company's only obligations and Customer's sole and exclusive remedies with respect to infringement or misappropriation of intellectual property rights.

8.2.3. Company will not be liable hereunder for any claim of infringement that is based upon (i) the combination of the Service, or any part of the Service, or the Equipment with any product, software, hardware, machine, or device which is not provided by Company or identified by Company in its specifications as necessary to operate the Service, (ii) any modification of the Service or Equipment by a party other than Company, or (iii) the use of a version of the Service other than a current, unaltered release of the Service if such infringement would have been avoided by the use of a current, unaltered release.

8.3. Limitation of Liability. EXCEPT WITH RESPECT TO CLAIMS ARISING FROM OR RELATING TO (i) THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY OR (ii) DAMAGES ARISING FROM OR RELATING TO BODILY INJURY (INCLUDING DEATH) OR DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY CAUSED BY COMPANY IN THE PERFORMANCE OF SERVICES UNDER THE AGREEMENT: NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR LOST PROFITS OR LOSS OF DATA OR BUSINESS INTERRUPTION), WHETHER ARISING FROM NEGLIGENCE, ERRORS, OR FAILURE OF PERFORMANCE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS SHALL APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

8.4. Damages. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY FOR ALL CLAIMS UNDER THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY CUSTOMER OR CUSTOMER'S AFFILIATE IN THE SIX (6) MONTH PERIOD PRECEDING THE ACT GIVING RISE TO THE CLAIM FOR DAMAGES

9. General Provisions.

9.1. Notices. Any notice permitted or required under this Agreement may be delivered in person, by registered or certified mail (postage prepaid), by recognized overnight delivery service, or by e-mail to the party's address identified below (or other address designated by a party by written notice that conforms to this section). Notice will be deemed effective upon personal delivery, on the day after deposit for overnight delivery, three days after deposit by registered or certified mail, upon receipt if by email, when receipt is acknowledged by the receiving party.

If to Company: TransLoc, Inc. 4505 Emperor Blvd, Ste 120 Durham, NC 27703	If to Customer: Carson City 3770 Butti Way Carson, City, NV 89701 Email: acruz@carson.org
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9.2. Compliance with Laws. Each party will comply with all applicable federal, state and local laws, ordinances, rules and regulations relating to the performance and use of the Service as set forth in this Agreement.

9.3. Ineligibility. Company will not knowingly contract with, purchase from, employ, sub-contract with or carry on business in any form with any person or entity that is officially listed as excluded, debarred, declared ineligible, suspended or otherwise ineligible for participation in any Federal or State program.

9.4. Assignment. Neither party may assign or otherwise transfer any of the rights and obligations arising out of this Agreement without the prior written consent of the other party, except in connection with the sale or transfer of all or substantially all of such party's business, whether by merger, sale or otherwise. Notwithstanding the foregoing, however, Customer's consent shall not be required for assignments of this Agreement in whole or in part that result from a merger or acquisition, provided the contract is assigned to an affiliate of Company or an entity under common control with Company or Company's corporate parent.

9.5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the state where the Customer is physically located as stated in this Agreement, without reference to any choice of law principles of such state, and will not be construed in accordance with or governed by the United Nations Convention for International Sales of Goods.

9.6. Arbitration. Any controversy or claim arising out of or relating to this Agreement,

with the exception of injunctive relief sought by either party, may be submitted to arbitration before an arbitrator agreed upon by the parties, or, if the parties cannot agree upon an arbitrator within thirty (30) days, to an arbitrator selected by the American Arbitration Association. Arbitration shall occur in the capital of the state specified in Section 9.5. The arbitration shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrators may award attorneys' fees and costs as part of the award. The award of the arbitrators shall be binding and may be entered as a judgment in any court of competent jurisdiction.

- 9.7. Force Majeure. Neither party will be liable or responsible for any failure or delay in the performance of its obligations due to causes beyond the reasonable control of the party affected or its subcontractors or suppliers, including but not limited to war, sabotage, insurrection, epidemics, earthquakes, terrorism, riot or other act of civil disobedience, strikes or other labor shortages, accident, fire, explosion, flood, hurricane, severe weather or act of God. The obligations of the party suffering from the force majeure event will be suspended for the duration of the force majeure.
- 9.8. Integration. This Agreement, together with the exhibits, constitutes the final and exclusive agreement between the parties as to the matters described in it. This Agreement supersedes all prior proposals, negotiations, conversations, discussions, understandings, representations, or agreements between the parties concerning its subject matter. In the case of disagreement in the terms and conditions between this Agreement and any of its Exhibits, this Agreement shall control.
- 9.9. Amendment and Waiver. This Agreement may only be modified in writing signed by both parties and identifying the provision of the Agreement that is to be amended. No delay or omission by either party in exercising any right or remedy under this Agreement or existing at law or equity shall be considered a waiver of such right or remedy. No waiver by either party of any right or remedy whether under this Agreement or otherwise shall be effective unless in writing.
- 9.10. Federal Grant Funding. To the extent applicable, Exhibit D is incorporated herein and made a part of this Agreement.
- 9.11. Severability. If any term, provision or condition of this Agreement is held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.
- 9.12. Relationship. In making and performing this Agreement, Company and Customer act and shall act at all times as independent contractors and nothing contained in this Agreement shall be construed or implied to create an agency, partnership, joint venture, or employer and employee relationship between Company and Customer.
- 9.13. Document. Each party acknowledges and represents that the person signing on its behalf has read and understood all of the terms and provisions of this Agreement. Neither this Agreement nor any of the matters set forth herein or in the schedules will be construed against either party by reason of the drafting or preparation

thereof. This Agreement may be signed in any number of counterparts, each of which will be deemed an original and all of which, taken together, shall be deemed one and the same document, and may be executed by means of signatures transmitted by facsimile or by other electronic means. Headings herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.

The parties have caused this Agreement to be executed by and through their duly authorized representatives as of the Effective Date.

TransLoc, Inc.

Carson City Regional Transportation Commission

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

EXHIBIT A: SCHEDULE OF SERVICES, SOFTWARE, AND EQUIPMENT

This Exhibit A incorporates the terms of the Technology License and Service Agreement between Company and Customer.

1. Fees and Costs



4505 Emperor Blvd #120
Durham, NC 27703

DATE: August 09, 2022
TO: Alex Cruz
Carson City

*Price remain firm for 60 days

LN	Note	Hardware	Item	Qty	Unit Price	Subtotal	
						Capital	Subscription
1			<u>GPS/AVL Tracking</u>				
2	a.	x	Pepwave Router	8	\$ 600.00	\$ 4,800.00	
3			System Setup Fee	1	\$ 2,500.00	\$ 2,500.00	
4			Installation (Labor & Travel)	8	\$ 425.00	\$ 3,400.00	
5	b.	**	GPS Subscription - Public	8	\$ 975.00		\$ 7,800.00
6			Application Program Interface (API) - JSON	1	Included		
7			<u>Realtime Passenger Information System (RTPIS)</u>				
8			Mobile Apps (iOS & Android)	1	Included		
9			Web Apps (Desktop & Mobile Web)	1	Included		
10			<u>Automatic Passenger Counting (APC)</u>				
11	a.	x	APC Hardware - Hella - Single Door	3	\$ 1,075.00	\$ 3,225.00	
12	a.	x	APC Hardware - Hella - Double Door	5	\$ 2,150.00	\$ 10,750.00	
13			APC Setup Fee - Hella	1	\$ 550.00	\$ 550.00	
14			APC Hardware Installation - Single Door (Labor & Travel)	3	\$ 500.00	\$ 1,500.00	
15			APC Hardware Installation - Double Door (Labor & Travel)	5	\$ 810.00	\$ 4,050.00	
16		**	APC Subscription	8	\$ 300.00		\$ 2,400.00
17			<u>Automated Voice Annunciation (AVA) w/Tablet</u>				
18	a.	x	Rugged Grade Tablet (Tab Active3)	8	\$ 925.00	\$ 7,400.00	
19	a.	x	Tablet Case & Mount (Tab Active3) - Static	8	\$ 350.00	\$ 2,800.00	
20	a.	x	Stand Alone Speakers	8	\$ 335.00	\$ 2,680.00	
21			AVA Setup Fee	1	\$ 925.00	\$ 925.00	
22			AVA Hardware Installation (Labor & Travel)	8	\$ 650.00	\$ 5,200.00	
23		**	AVA Subscription	8	\$ 355.00		\$ 2,840.00
24			<u>WiFi</u>				
25	a.	x	WiFi Hardware	8	Included as AVL hardware		
26			Wi-Fi Setup Fee	1	\$ 1,000.00	\$ 1,000.00	
27		**	WiFi Data Service - 5GB	8	\$ 470.00		\$ 3,760.00
28			<u>On-Site & Virtual Trainings</u>				
29			Virtual Training Workshop Session	1	\$ 625.00	\$ 625.00	
30			<u>Cellular Data</u>	8	Included		
31			<u>Shipping Costs</u>	1	Included		

Notes
a. Includes: all necessary cabling & hardware
b. Includes: Support, Server Hosting & Licensing Hardware invoiced upon shipment.
x Invoicing of remaining capital costs at the delivery of services.
** Subscription costs invoiced annually upon installation of hardware
Standard processing terms - NET 30

Quote Summary	
Capital Costs	\$ 51,405.00
Subscription Costs	\$ 16,800.00
Total for First Year	\$ 68,205.00
Total for 3 Year Contract	\$ 101,805.00

*All applicable sales/use tax are additional
*Subscription costs represented as annual

2. Reinstallation or Additional Equipment Installation Fees:

If needed, Company will uninstall Equipment and Software from a vehicle and reinstall in a different vehicle, or install additional Equipment. There is an hourly labor fee per Equipment that is reinstalled or newly installed, reimbursed travel costs, and if new Equipment, Equipment fee as stated above. Only Company is authorized to uninstall, install, and/or reinstall Equipment, provided Company is able and willing to do so within the agreed upon timeframe in the work order .

3. Spare Equipment:

Spare Equipment is not included in the fees above. If desired, Customer can purchase spare Equipment to minimize downtime in the event that Equipment needs to be repaired or replaced.

4. New Customer Information Sheet:

Customer must complete the New Customer Information sheet, found on the next page, to facilitate invoicing and payment.

EXHIBIT B: SCOPE OF WORK

Exhibit B: Scope of Work

TransLoc is offering the below items within this contract

Rider Application/Website Services

- Public dashboard
 - Real-time tracking with 3 - 5 second update rates
 - Shuttle Stop Time Predictions
 - Client Feedback Option
 - "Find Me" Feature
 - Twitter Feed and Social Media links with Display
 - Menu Links to Clients Desired URL
 - Public website in internet browser with Mobile website accessible via any smartphone.
 - Rider Alerts/Announcements to be displayed to riders on public websites/applications.

- Mobile Application (Transloc)
 - Supported in Apple App and Google Play stores
 - Multimodal with fixed route and ondemand capabilities
 - WCAG 2.0 AA compliant for accessibility
 - Trip planning capabilities
 - Vehicle tracking and capacity
 - Display of agency alerts for routes
 - Stop details (schedule data and ETAs)
 - Favorite Stops
 - Multi-language capabilities
 - English
 - Spanish
 - Simplified Chinese
 - Deeplink to Token Transit to incorporate contactless fare system into Mobile Application.

CAD/AVL Services (8 Vehicles)

- Admin dashboard
 - Domain Name
 - Standard Transloc domain
 - Managed by TransLoc
 - Unlimited users
 - Dispatching capabilities

- Options based on system configuration
 - By Schedule
 - By Vehicle
 - By Block Group
 - Rider Alerts/Announcements to be displayed to riders on public websites/applications.
 - Ability to communicate system information, detours, delays, etc. to riders on browser website
 - Reporting Suite
 - General Reports
 - Arrivals and Departures (By Route and Stop)
 - Arrivals and Departures (By Route and Vehicle with Loop Time)
 - Employee Assignments
 - Headway
 - Headway Summary
 - Route_Report
 - Vehicle On Route
 - Vehicle Service Report
 - Vehicle Assignment Report
 - Performance Reports
 - On Time Performance
 - On Time Performance Summary
 - Schedule By Time Report
 - Schedule_Report
 - Dedicated Client Support Rep/Account Manager
 - 24/7 Emergency Client Support 365 Days a Year
 - Add/Remove Vehicles
 - Route and Stop Configuration/Changes
 - Schedule Configuration/Changes
 - Create/Remove Users
- AVL Hardware (8 Vehicles)
 - Transloc will provide
 - Pepwave Max Transit Mini WiFi Router
 - Cellular Data
 - Transloc to provide
 - Verizon SIM Cards (2FF)
 - Installation
 - Transloc to provide

Automatic Passenger Counting (APC) (8 Vehicles)

- Transloc will provide:
 - APC Hardware
 - Utilizing AVL hardware (Pepwave Max Transit Mini WiFi Router) listed above

- Double door Hella sensors (5 vehicles)
 - Single door Hella sensors (3 vehicles)
 - Installation
 - Transloc to Install
- Real-time capacity view available on: Admin Portal, Public Website and Rider Application
- Ridership Reporting (Includes 'On' and 'Off' counts)
 - All Ridership By Vehicle
 - Average Ridership
 - RAW APC Audit Report
 - Raw Ridership
 - Ridership Counts - Daily
 - Ridership Counts - Hourly
 - Ridership Counts by Date and Hour with Summary
 - Ridership Summary Report
 - Ridership Summary Report With 2 Groupings
 - Ridership Summary Report With 3 Groupings
 - Ridership Summary Report With 3 Groupings and Detail Group
 - Ridership Summary Report With 4 Groupings
 - Ridership with Occupancy
 - Weekly Summary
 - NTD S-10 Report Available
- Remote support and troubleshooting

Tablet Features (8 Vehicles)

- Hardware
 - Transloc to Provide:
 - Samsung Tab Active 3
 - Static Mount and Case
- Installation
 - Transloc to provide
- Cellular Data
 - Transloc to provide
 - Verizon
- **AVA through Tablet (8 Vehicles)**
 - Stop by stop announcements
 - ADA compatible (audio capabilities)
 - Arrival announcements: "Now arriving at..." and/or Departure announcements: "Next stop..."
 - *Next stop announcements compatible with systems that utilize set stop orders each run.*
 - Geofence editing Support
 - Transloc Support team will provide initial setup and adjust geofencing for stop announcement triggering
 - Additional Hardware
 - Stand Alone Speakers
 - AVA Speaker Installation

- Transloc to provide

Passenger WiFi (8 Vehicles)

- Management dashboard
 - Unlimited users
 - 5 GB/Month/Vehicle
 - Daily allotment of 100 MB per device/user
 - Open Network with Splash Page
 - Users will need to accept the terms for the allotted time of use without needing to enter a password.
 - Remote support and troubleshooting provided.
 - Assistance with WiFi management through in-control portal to check bandwidth and data usage
- Hardware
 - Pepwave Max Transit Mini WiFi Router
 - Installation
 - Transloc to provide
 - Cellular Data
 - Transloc to provide

Training

- Webinar/emailed manuals and user guides

EXHIBIT C: NEW CUSTOMER INFORMATION

Agency Information	
Agency name	Carson City Regional Transportation Commission
Primary Contact in Accounts Payable	
Primary Contact's Email	
Billing Address	
Phone	
Fax	
Billing Information	
Who should receive the invoices?	Alex Cruz - Transit Coordinator
Email address of invoice recipient	Acruz@carson.org
Will you be submitting a purchase order to us?	No, purchase will be made according to quote received by Transloc
Is there a PO number that we will need to put on the invoices?	N/A
We receive payment for invoices via ACH or EFT. Please submit any paper work necessary to complete this request.	
Are you tax exempt? If yes, please email a copy of your Certificate of Exemption to accounting@transloc.com	Yes
Is there any additional information that we should be aware of to ensure timely processing of invoices?	
Marketing & Communications Information	
Name(s) of marketing and PR contact(s)	
Email address(es) of marketing and PR contact(s)	
Are you interested in joint marketing/PR opportunities?	No

EXHIBIT D: Clauses for Contracts Funded by Federal Grants

Lobbying Form

For contracts over \$100,000

31 U.S.C. 1352

2 CFR Part 200 Appendix II (I) 49 CFR Part 20

The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 2 CFR Part 200 Appendix II (I)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

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

Date __

Print Name of Authorized Official Terry Hinman__

Title Group Leader__

Signature of Authorized Official ____

Company Name TransLoc, Inc._____

Company Address 4505 Emperor Blvd., Suite 120, Durham NC 27703_____

Debarment, Suspension, Ineligibility, and Voluntary Exclusion Requirements and Clauses

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 2 CFR 180.995, or affiliates, as defined at 2 CFR 180.905, are excluded or disqualified as defined at 2 CFR 180.940 and 180.945.

The contractor is required to comply with 2CFR 180, Subpart C and must include the requirement to comply with 2 CFR 180, Subpart C in any lower tier covered transaction it enters into.

The bidder or proposer certifies as follows:

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, Carson City may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to Carson City if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing 2 CFR Part 180. You may contact Carson City for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by Carson City.
5. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S General Administration Service.
7. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, Carson City may pursue available remedies including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form
(Contracts over \$25,000)**

The contractor certifies, that neither it nor its “principals” as defined in 2 CFR 180.995, or affiliates, as defined at 2 CFR 180.905, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental department or agency.

Date __

Print Name of Authorized Official. Terry Hinman__

Title Group Leader__

Signature of Authorized Official ____

Company Name TransLoc, Inc._____

Company Address 4505 Emperor Blvd., Suite 120, Durham, NC. 27703

Right to Protest

NOTICE OF PROTEST OF AWARD OF CONTRACT must be in compliance with NRS 338.142 and submitted in writing to the Carson City Purchasing and Contracts Department at City Hall, 201 N. Carson Street, #2, Carson City, NV 89701 within five (5) business days after the date the Administrator of such Department or the City’s Public Works Director, as the City’s authorized representative, makes a recommendation to the award the contract.

The notice of protest must include a written statement setting forth with specificity the reasons the person filing the notice believes the applicable provisions of law were violated.

A person filing a notice of protest may be required by the Purchasing and Contracts Administrator, at the time or soon after the notice of protest is filed, to post a bond with a good and solvent surety authorized to do business in this state or submit other security, in a form approved by such authorized representative of the City and the City shall hold the bond or other security until a determination is made on the protest.

A notice of protest filed under these provisions operates as a stay of action in relation to the awarding of any contract until a determination is made by the City’s Board of Supervisors or Regional Transportation Commission on the protest.

A person who makes an unsuccessful proposal may not seek any type of judicial intervention until the City’s Board of Supervisors or Regional Transportation Commission has made a determination on the protest and awarded the contract.

Neither the City’s Board of Supervisors, Regional Transportation Commission, nor any authorized representative of the City or such public body is liable for any costs, expenses, attorney’s fees, loss of income or other damages sustained by a person who makes a proposal, whether or not the person files a notice of protest pursuant hereto.

If the protest is upheld, any bond posted or other security submitted with or soon after the submission of the notice of protest must be returned to the person who posted the bond or submitted the security. If the protest is rejected, a claim may be made against the bond or other security by the City's Board of Supervisors or Regional Transportation Commission in an amount equal to the expenses incurred by the City or its Board of Supervisors or Regional Transportation Commission because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the person who posted the bond or submitted the security.

7f. Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all

contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management

services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(L) Domestic preferences for procurements. (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.