

Agenda Item



AGENDA STAFF REPORT

ASR Control 21-000524

MEETING DATE: 07/27/21
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): 2
SUBMITTING AGENCY/DEPARTMENT: John Wayne Airport (Approved)
DEPARTMENT CONTACT PERSON(S): Barry A. Rondinella (949) 252-5183
 Robert Holden (949) 252-5246

SUBJECT: Approve Contract with Transcore LP for Automated Vehicle Identification System

CEO CONCUR	COUNTY COUNSEL REVIEW	CLERK OF THE BOARD
Pending Review	Approved Agreement to Form	Discussion
		3 Votes Board Majority

Budgeted: Yes	Current Year Cost: \$126,857	Annual Cost: FY 2022-2023 \$68,592 FY 2023-2024 \$74,877 FY 2024-2025 \$78,205 FY 2025-2026 \$81,016 FY 2026-2027 \$13,581
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Staffing Impact: No	# of Positions:	Sole Source: Yes
Current Fiscal Year Revenue: N/A		
Funding Source: Fund 280: 100%	County Audit in last 3 years: No	

Prior Board Action: 08/22/2017 #33, 11/22/2011 #5

RECOMMENDED ACTION(S):

- Find that the proposed project is Categorically Exempt from the California Environmental Quality Act, Class 1 (Existing Facilities) pursuant to Section 15301.
- Authorize the County Procurement Officer or Authorized Deputy to execute a contract with Transcore LP for Automated Vehicle Identification System Support, effective September 1, 2021, through August 31, 2026, in a total amount not to exceed \$443,128.

SUMMARY:

Approval of the contract with Transcore LP provides hardware and software maintenance services of John Wayne Airport's Automated Vehicle Identification System. This provides efficient and accurate tracking

of transactions of commercial ground transportation and allow operators to view and pay their trip charges online.

BACKGROUND INFORMATION:

On November 22, 2011, the Board of Supervisors (Board) approved a contract with Transcore LP (Transcore) for the purchase of John Wayne Airport's (JWA) Automated Vehicle Identification (AVI) hardware and software maintenance. On August 22, 2017, the Board approved a three-year contract for the same service. On March 26, 2020, the Board authorized a COVID Board Resolution, which provided extensions to County contracts due to the state of emergency. As a result, on August 28, 2020, JWA entered into a one-year Sole Source agreement expiring August 31, 2021.

The AVI System is a specialty software application used at JWA to monitor and manage ground transportation services. Specifically, the AVI system tracks shuttles, taxis, limousines and Transportation Network Companies (TNC) that provide pick-up and drop-off services for JWA passengers. Vehicles carry a radio-frequency identification transponder with a unique identification code or report trip activities through an application-based program. AVI readers and antennas mounted on the JWA roadways track and record the number of times each vehicle passes through JWA. A per-trip charge is applied and billed to the operator of the vehicle. Transcore LP provides the vehicle transponders, transponder codes, antennae and software used to capture the trip data. The AVI system technology provided by Transcore is proprietary.

The Transcore system also identifies transponders used by other public agencies in the area, including the Los Angeles International Airport. As a result, transponders can be identified and fees are charged without an operator registering independently with multiple agencies. The proposed contract with Transcore includes hardware and software maintenance services, including emergency repairs and periodic software updates.

Because of the proprietary nature of the AVI system already in use at JWA, the proposed contract is a sole source agreement and a completed Sole Source Request Form is attached to this Agenda Staff Report.

The proposed five-year agreement with Transcore for hardware and software maintenance services will be provided at a cost of \$369,195, effective September 1, 2021, through August 31, 2026. This Contract includes two subcontractors that will provide operators with the ability to view and pay their trip charges online as follows:

- 1) A one-time cost of \$52,768 for the purchase of AdComp web-based accounting and payment collection system.
- 2) A one-time cost of \$21,165 for Gatekeeper Systems, Inc. vendor website module.

Transcore's performance of these services is satisfactory and JWA seeks Board of Supervisors approval of the Contract.

Compliance with CEQA: The proposed project is Categorically Exempt (Class 1) from the provisions of CEQA pursuant to Section 15301 because it includes the operation and maintenance of existing equipment and systems involving negligible or no expansion of use.

FINANCIAL IMPACT:

Appropriations for this contract are included in the FY 2021-22 Adopted Budget for Airport Operating Fund 280 and will be included in the budgeting process for future years. The contract contains language allowing JWA to terminate the contract, reduce the scope of services and/or renegotiate the scope of services to be provided.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Contract MA-280-21011696 with Transcore LP

Attachment B - Approved Sole Source Request Form and Justification Letter

Attachment C - Contract Summary Form

CONTRACT MA-280-21011696

FOR

HARDWARE AND SOFTWARE MAINTENANCE SERVICES

BETWEEN

JOHN WAYNE AIRPORT

AND

TRANSCORE LP

JOHN WAYNE AIRPORT
ORANGE COUNTY



**CONTRACT MA-280-21011696
WITH
TRANSCORE LP
FOR
HARDWARE AND SOFTWARE MAINTENANCE SERVICES**

This Contract MA-280-21011696 for Automated Vehicle Identification (AVI) System Hardware and Software Maintenance Services ("Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; (hereinafter referred to as "County") and **Transcore LP**, with a place of business at 3410 Midcourt Road, Suite 102, Carrollton, TX 75006-4995 (hereinafter referred to as "Contractor"), with a County and Contractor sometimes referred to as "Party" or collectively as "Parties".

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work
Attachment B – Payment/Compensation

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Automated Vehicle Identification (AVI) System Hardware and Software Maintenance Services under a firm fixed fee Contract; and

WHEREAS, Contractor agrees to provide Automated Vehicle Identification (AVI) System Hardware and Software Maintenance Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Payment/Compensation, attached hereto as Attachment B; and

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

DPA shall mean the Deputy Purchasing Agent assigned to this Contract.

ARTICLES

General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.

Compliance with Nondiscrimination Requirements: During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this Contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this Contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental

effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. **Insurance Requirements:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof

of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

1. In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
2. Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence
Technology Errors & Omissions	\$1,000,000 per claims-made \$1,000,000 aggregate

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

1. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***County of Orange its elected and appointed officials, officers, employees and agents*** as Additional Insureds, or provide blanket coverage, which will state ***As Required By Written Contract***.
2. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, employees and agents*** or provide blanket coverage, which will state ***As Required By Written Contract***.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor's Technology Errors & Omissions is a "Claims-Made" policy, Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

The Commercial General Liability policy shall contain a "Severability of Interests" clause also known as a "Separation of Insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. **Change of Ownership, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Freight:** Prior to the County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and

County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

Contractor's total liability to County for any and all liabilities arising out of or related to the Agreement, from any cause or causes, and regardless of the legal theory, including breach of contract, warranty, negligence, strict liability, statutory liability, or any indemnification obligation, shall not, in the aggregate, exceed the amount of liability insurance required in the Agreement.

In no event shall either Party be liable to the other Party for any special, indirect, incidental, consequential, or economic damages (including, but not limited to lost profits, lost revenue, and lost business opportunity), regardless of the legal theory under which such damages are sought, and even if the Parties have been advised of the possibility of such damages.

Any claim by County against Contractor relating to this Agreement, other than in warranty, must be made in writing and presented to Contractor within one (1) year after the earlier of: (1) the date on which the County accepts the deliverable at issue; or (2) the date on which TransCore completes performance of the services specified in this Agreement. Any claim under warranty must be made within the time specified in the applicable warranty clause.

- AA. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the County's project manager.

- BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. **Expenditure Limit:** The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure Hardware and Software Maintenance Services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".
2. **Term of Contract:** The initial term of this Contract shall become effective September 1, 2021 and shall continue for five years, unless otherwise terminated as provided herein
3. **Amendments – Changes/Extra Work:** The Contractor shall make no changes to this Contract without the County's written consent. In the event that there are new or unforeseen requirements, the County with the Contractor's concurrence has the discretion to request official changes at any time without changing the intent of this Contract.

If County-initiated changes or changes in laws or government regulations affect price, the Contractor's ability to deliver services, or the project schedule, the Contractor shall give the County written notice no later than seven calendar days from the date the law or regulation went into effect or the date the change was proposed by the County and the Contractor was notified of the change. Such changes shall be agreed to in writing and incorporated into a Contract amendment. Said amendment shall be issued by the County assigned Deputy Purchasing Agent, shall require the mutual consent of all parties, and may be subject to approval by the County Board of Supervisors. Nothing herein shall prohibit the Contractor from proceeding with the work as set forth in this Contract.

4. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
5. **Americans with Disabilities Act (ADA):** Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.
6. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "Z" above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
7. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - 1) Terminate the Contract immediately, pursuant to Section K herein;
 - 2) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - 3) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and

- 4) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

8. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

9. **Compliance with County Information Technology Policies and Procedures:**
Policies and Procedures

Contractor, its subcontractors, the Contractor personnel, and all other agents and representatives of Contractor, will at all times comply with and abide by all Information Technology (IT) policies and procedures of the County that are provided or made available to Contractor that reasonably pertain to Contractor (and of which Contractor has been provided with advance notice) in connection with Contractor's performance under this Contract including, but not limited to <http://www.ocgov.com/gov/ceo/cio/govpolicies>. Contractor shall cooperate with the County in ensuring Contractor's compliance with the IT policies and procedures described in this Contract and as adopted by the County from time-to-time, and any material violations or disregard of such IT policies or procedures shall, in addition to all other available rights and remedies of the County, be cause for termination of this Contract. In addition to the foregoing, Contractor shall comply with the following:

Security and Policies

All performance under this Contract, shall be in accordance with the County's security requirements, policies, and procedures as set forth above and as modified, supplemented, or replaced by the County from time to time, in its sole discretion, by providing Contractor with a written copy of such revised requirements, policies, or procedures reasonably in advance of the date that they are to be implemented and effective (collectively, the "Security Policies"). Contractor shall at all times use industry best practices and methods with regard to the prevention, detection, and elimination, by all appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to County systems accessed in the performance of services in this Contract.

Information Access

The County may require all Contractor personnel performing services under this Contract to execute a confidentiality and non-disclosure Contract concerning access protection and data security in the form provided by County. The County shall authorize, and Contractor shall issue, any necessary information-access mechanisms, including access IDs and passwords, and in no event shall Contractor permit any such mechanisms to be shared or used by other than the individual Contractor personnel to whom issued. Contractor shall provide each Contractor Person with only such level of access as is required for such individual to perform his or her assigned tasks and functions. All County systems, and all data and software contained therein, including County data, County hardware and County software, used or accessed by Contractor: (a) shall be used and accessed by such Contractor solely and exclusively in the performance of their assigned duties in connection with, and in furtherance of, the performance of Contractor's obligations hereunder; and (b) shall not be used or accessed except as expressly permitted hereunder, or commercially exploited in any manner whatsoever, by Contractor, at any time.

Enhanced Security Procedures

The County may, in its discretion, designate certain areas, facilities, or systems as requiring a higher level of security and access control. The County shall notify Contractor in writing reasonably in advance of any such designation becoming effective. Any such notice shall set forth in reasonable detail the enhanced security or access-control procedures, measures, or requirements that Contractor shall be required to implement and enforce, as well as the date on which such procedures and measures shall take effect. Contractor shall fully comply with and abide by all such enhanced security and access measures and procedures as of such date.

Breach of Security

Any breach or violation by Contractor of any of the foregoing shall be deemed a material breach of a material obligation of Contractor under this Contract and may be deemed an incurable and material breach of a material obligation of Contractor under this Contract resulting in termination.

Conduct on County Premises

Contractor shall, at all times, comply with and abide by all reasonable policies and procedures of the County (or that may be established thereby, from time to time) that pertain to conduct on the County's premises, possession or distribution of contraband, or the access to, and security of, the Party's real property or facilities, to the extent that the Contractor has been provided with a copy of each such policy or procedure. Contractor shall exercise due care and diligence to prevent any injury to persons or damage to property while on the other Party's premises. The operation of vehicles by either Party's personnel on the other Party's property shall conform to posted and other applicable regulations and safe-driving practices. Vehicular accidents occurring on a Party's property and involving either Party's personnel shall be reported promptly to the appropriate Party's personnel. Each Party covenants that at all times during the Term, it, and its employees, agents, and Subcontractors shall comply with, and take no action that results in the other Party being in violation of, any applicable federal, state, and local laws, ordinances, regulations, and rules. Each Party's personnel shall clearly identify themselves as the appropriate Party's personnel and not as employees of the other Party. When on the other Party's premises, each Party's personnel shall wear and clearly display identification badges or tags, as approved by the other Party.

Security Audits

Each Contract Year, County may perform or have performed security reviews and testing based on an IT infrastructure review plan. Such testing shall ensure all pertinent County security standards as well as any customer agency requirements, such as federal tax requirements or HIPPA.

10. **Computer Hardware and Software Standards:** No substitution of hardware or software will be accepted. The specifications provided herein are approved County of Orange standards.
11. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
12. **Conflict of Interest – Contractor's Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering

gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.

13. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
14. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

The Contractor's Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

15. **Contractor Personnel – Uniform/Badges/Identification:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.

All Contractor's employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by the Contractor and must be worn at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven (7) days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

16. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.
17. **Cooperative Contract:** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

18. County Branding Requirement – Publicity, Literature, Advertisements and Social Media:

1. County owns all rights to the name, logos, and symbols of County. The use/and/or reproduction of County's name, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without County's prior written consent is expressly prohibited.
2. Contractor may develop and publish information related to this Contract where all of the following conditions are satisfied:
 - a. Administrator/assigned Deputy Purchasing Agent provides its written approval of the content and publication of the information at least 30 days prior to Contractor publishing the information, unless a different timeframe for approval is agreed upon to the Administrator/assigned Deputy Purchasing Agent;
 - b. Unless directed otherwise by Administrator/assigned Deputy Purchasing Agent, the information includes a statement that the program, wholly or in part, is funded through County, State and Federal government funds [funds identified as applicable];
 - c. The information does not give the appearance that the County, its officers, or employees or agencies endorse:
 - a. any commercial product or service; and,
 - b. any product or service provided by Contractor, unless approved in writing by Administrator/assigned Deputy Purchasing Agent; and,
 - d. If Contractor uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) to publish information related to this Contract, Contractor shall develop social media policies and procedures and have them available to the Administrator/assigned Deputy Purchasing Agent. Contractor shall comply with County Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Contract. The policy is available on the Internet at <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

19. Data – Title To: All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

20. Default – Equipment, Software or Service: In the event any equipment, software or service furnished by the Contractor in the performance of this Contract should fail to conform to the specifications therein, the County may reject same, and it shall become the duty of the Contractor to reclaim and remove the items without expense to the County and to immediately replace all such rejected equipment, software or service with others conforming to such specifications, provided that should the Contractor fail, neglect or refuse to do so, the County shall have the right to purchase on the open market a corresponding quantity of any such equipment, software or service and to deduct from any monies due or that may thereafter become due to the Contractor the difference between the price specified in this Contract and the actual cost to the County.

In the event the Contractor shall fail to make prompt delivery as specified of any equipment, software or service, the same conditions as to the rights of the County to purchase on the open market and to reimbursement set forth above shall apply, except as otherwise provided in this Contract.

In the event of the cancellation of this Contract, either in whole or in part, by reason of the default or breach by the Contractor, any loss or damage sustained by the County in procuring any equipment, software or service which the Contractor agreed to supply under this Contract shall be borne and paid for by the Contractor.

The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

21. **Default – Reprourement Costs:** In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
22. **Disputes – Contract:** The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
 1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

23. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

1. The Contractor has made false certification, or
 2. The Contractor violates the certification by failing to carry out the requirements as noted above.
24. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm.

25. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

26. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

27. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

28. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

29. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first

obtaining review and written approval of said news releases from the County through the County's Project Manager.

30. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Transcore, LP
Attn: Forrest Swonsen
3410 Midcourt Rd, Ste. 102
Carrollton, TX 75006
Phone: (972) 342-1431
Email: forrest.swonsen@transcore.com

County's Project Manager: JWA/Information Systems
Attn: Jessica Miller
3160 Airway Avenue
Costa Mesa, CA 96262
Phone: (949) 252-5294
Email: jmiller@ocair.com

JWA/Operations
Attn: Robert Holden
18601 Airport Way, #41
Santa Ana, CA 92707
Phone: (949) 252-5246
Email: rholden@ocair.com

cc: JWA/Procurement
Attn: Monica Rodriguez, County DPA
3160 Airway Avenue
Costa Mesa, CA 92626
Phone: (949) 252-5240
Email: MMRodriguez@ocair.com

31. **Order Dates:** Orders may be placed during the term of the Contract even if delivery may not be made until after the term of the Contract. The Contractor must clearly identify the order date on all invoices to County and the order date must precede the expiration date of the Contract.
32. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.

33. **Payment Card Industry Data Security Data Standard:** Contractor covenants and warrants that it is currently PCI DSS compliant and will remain compliant during the entire duration of this Contract. Contractor agrees to immediately notify County in the event Contractor should ever become non-compliant, and will take all necessary steps to return to compliance and shall be compliant within ten (10) days of the commencement of any such interruption.

Upon demand by County, Contractor shall provide to County written certification of Contractor's PCI/DSS and/or PA DSS compliance.

34. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
35. **Prevailing Wage (Labor Code §1773):** Pursuant to the provisions of Section 1773 et seq. of the California Labor Code, the Contractor shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this Contract. The rates are available from the Director of the Department of Industrial Relations at the following website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. The Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. The Contractor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.
36. **Project Manager, County:** The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the County's project manager. The County's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

37. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by County unless otherwise agreed to by both Parties.
38. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either party to any other remedies provided by law.

39. **Software – Acceptance:** The County shall be deemed to have accepted each software product unless the County, within 30 days from the installation date, gives Contractor written notice to the effect that the software

product fails to conform to the functional and performance specifications, which, if not attached, are incorporated by reference. The Contractor will, upon receipt of such notice, investigate the reported deficiencies. The right of the parties shall be governed by the following:

1. If it is found that the software product fails to conform to the specifications and the Contractor is unable to remedy the deficiency with 60 days, the County shall return all material furnished hereunder and this Contract shall be terminated.
2. If it is found that the software product fails to conform to the specifications and the Contractor, within 60 days of receipt of the above said notice, corrects the deficiencies in the software product, the County will provide the Contractor with written acknowledgement of its acceptance of said software product.
3. If it is found that the software product does, in fact, conform to the specifications, the County shall reimburse the Contractor for the time and material cost of the investigation at the rates specified in this Contract.

The County's acceptance of the software product is contingent upon the software product conforming to function and performance specifications and the Contractor delivering adequate users manuals within 30 days from the installation date.

40. **Software – Acceptance Testing:** Acceptance testing may be required as specified for all Contractor-supplied software as specified and listed in the Contract or order, including all software initially installed. Included in this clause are improved versions, including new releases, of this software, any such software which has been modified by the Contractor to satisfy the County requirements, and any substitute software provided by the Contractor in lieu thereof, unless the Contract or order provides otherwise. The purpose of the acceptance test is to ensure that the software operates in substantial accord with the Contractor's technical specifications and meets the County's performance specifications.
41. **Software – Future Releases:** If improvement, upgraded, or enhancement versions of any software product under this Contract are developed by the Contractor and are made available to other licensees, they will be made available to the County at the County's option, provided such versions are operable on the same computer hardware configuration. The charge for such upgrading to the later version of the software will be the difference between the price established by the Contractor for the later version and the price specified herein or the then prevailing prices of the currently installed version.
42. **Software – Installation:** The installation date for the software products shall be established in accordance with the provisions below:

If the County elects to install the software products, the County will have 30 days from the date of receipt of the software products to initially install and evaluate the software. The date of expiration of this period shall hereafter be known as the "installation date." The Contractor shall be responsible for providing criteria and test data necessary to check out the software products.

If installation by the Contractor is required by the County, the Contractor will have up to 30 days from the effective date of this Contract to provide initial installation and evaluation of the software products on the County's designated CPU. The Contractor will issue written notice of the fact that the software products are operational, and the date of said notice shall be known as the "installation date." It will be at the Contractor's discretion to determine the criteria and tests necessary to allow the Contractor to issue a notice to the effect that the system is operational.

The County agrees to provide such access to its computer system as may be required by the Contractor to properly install and test the software products. The County further agrees to provide, at no cost to the Contractor, systems and production support as may be required by the Contractor during installation.

If installation by the Contractor is required by the County, the Contractor will provide such installation on the County's equipment at the rates specified in this Contract.

43. **Software – Inventions, Discoveries, Improvements:** All inventions or discoveries of or improvements to computer programs developed pursuant to this Contract shall be the property of the County. The County agrees to grant a nonexclusive royalty-free license for any such invention, discovery or improvement to the Contractor or to any other such person and further agrees that the contractor or any other such person may sublicense additional persons on the same royalty-free basis.

This Contract shall not preclude the Contractor from developing materials outside this Contract which are competitive, irrespective of their similarity to materials which might be delivered to the County pursuant to this Contract.

44. **Software – Maintenance:** The correction of any residual errors in any software products which may be discovered by the Contractor or by the County will be considered maintenance. Such maintenance will be performed by the Contractor without additional charge for the duration of this Contract. Suspected errors discovered by the County in the software products will be handled by the following procedure:
- A. A listing of the output and a copy of the evidential input data in machine-readable format will be submitted to the Contractor along with a completed copy of the appropriate Contractor information form and, if appropriate, a listing of the contents of the memory of the CPU at the time the error was noted.
 - B. Errors in the software product as verified by the Contractor will be corrected by providing a new copy of said software product or a new copy of the affected portions in machine-readable format.
 - C. The Contractor will be available to assist the County in isolating and correcting error conditions caused by the County's particular hardware or operating system at rates specified in this Contract. If the Contractor is called upon by the state to correct an error caused by the County's negligence, modification by the County, County-supplied data, or machine or operator failure or due to any other cause not inherent in the original software products, the Contractor reserves the right to charge the County for such service on a time and material basis at rates in accordance with the Contract.

45. **Software – Protection:** The County agrees that all material appropriately marked or identified as proprietary, whether oral or written, and furnished hereunder are provided for County's exclusive use for the purposes of this agreement only and will be held in confidence. All proprietary data shall remain the property of the Contractor. County agrees to take all reasonable steps to ensure that such data are not disclosed to others without prior written consent of the Contractor. The County will ensure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed.

The County agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed programs and/or optional materials to satisfy its obligations under this agreement with respect to use, copying, modification and protection and security of licensed programs and optional materials.

46. **Software – Right to Copy or Modify:** Any software product provided by the contractor in machine-readable format may be copied, in whole or in part, in printed or machine-readable format for use by the County with the designated CPU to perform one-time benchmark tests, for archival or emergency restart purposes, to

replace a worn copy, to understand the contents of such machine-readable material, or to modify the software product as provided below, provided, however that no more than the County- and contractor-agreed to number of copies will be in existence under this contract at any one time without the prior written consent from the contractor. Such consent shall not be unreasonably withheld by the contractor. The original and any copies of the software product, in whole or in part, which are made hereunder shall be the property of the contractor.

The County agrees to keep any such copies and the original at a contractor and County mutually designated County location, except that the County may transport or transmit a copy of the original of any software product to another County location for backup use when required by CPU malfunction, provided the copy or the original is destroyed or returned to the designated location when the malfunction is corrected.

The County may modify any non-personal computer software product in machine-readable format for its own use and merge it into other program material. Any portion of the software product included in any merged program material shall be used only on the designated CPUs and shall be subject to the terms and conditions of this contract.

47. **Software – Subject to Fiscal Appropriations:** This Contract is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this Contract. If such appropriations are not approved, the Contract will be terminated without penalty to the County.

County agrees that if the provisions of the paragraph above are invoked, all equipment and software furnished by the Contractor under the terms of this Contract which are not the property of the County shall be returned to the Contractor in substantially the same condition in which it was delivered to the County, subject to normal wear and tear. County further agrees to pay for packing, crating, transportation to the Contractor's nearest facility, and reimbursement to the Contractor for expenses incurred for their assistance in such packing and crating.

48. **Software Documentation:** The Contractor agrees to provide to the County the County-designated number of all manuals and other associated printed materials and updated versions thereof, which are necessary or useful to the County in its use of the equipment or software provided hereunder. The County will designate the number of copies for production use and the number of copies for disaster recovery purposes and will provide this information to the Contractor.

If additional copies of such documentation are required, the Contractor will provide such manuals at the request of the County. The requesting agency/department shall be billed for the manuals and any associated costs thereto by invoice. The Contractor agrees to provide such additional manuals at prices not in excess of charges made by the Contractor to its best customers for similar publications.

The Contractor further agrees that the County may reproduce such manuals for its own use in maintaining the equipment or software provided hereunder. The County agrees to include the Contractor's copyright notice on any such documentation reproduced in accordance with copyright instructions to be provided by the Contractor.

49. **Software License:** The Contractor hereby grants to the County of Orange and the County accepts from the Contractor, subject to the terms and conditions of this agreement, a non-exclusive, non-transferable license to use the software products list in this agreement, hereinafter referred to as "software products." The license granted above authorizes the County to use the software products in machine-readable form on a single computer system, designed in writing by the County to the Contractor, provided that if the designated CPU is inoperative due to malfunction, license herein granted shall be temporarily extended to authorize the County to use the software products in machine-readable form on any other County CPU until the designated CPU is

returned to operation. By prior written notice to the Contractor the County may redesignate the CPU in which the software products are to be used and must do so if the redesignation is permanent.

When encryption/CPU ID authorization codes are required to operate the software products, the Contractor will provide all codes to the County with shipment of the software. In the case of an inoperative CPU, as defined above, Contractor will provide a temporary encryption/CPU ID authorization code to the County for use on a temporarily authorized CPU until the designated CPU is returned to operation. When changes in designated CPUs occur, the Contractor will issue to the County within 24 hours of notification a temporary encryption/ID authorization code for use on the newly designated CPU until such time a permanent code is assigned.

50. **Software License – Fees and Charges:** Upon completion of installation and acceptance of software products by the County, the County will pay the license fee or recurring charge for the software products as set forth in this Contract. Charges will commence on the installation date as specified in this Contract. The Contractor shall render invoices for recurring charges or a single charge for the month for which the charges were incurred. Fees for a partial month's use will be prorated based on a thirty-day month. Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.
51. **State Funds – Audits:** When and if state funds are used in whole or part to pay for the goods and/or services under this Contract, the Contractor agrees to allow the Contractor's financial records to be audited by auditors from the State of California, the County of Orange, or a private auditing firm hired by the State or the County. The State or County shall provide reasonable notice of such audit.
52. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.
53. **Substitution:** The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.
54. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.

55. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
56. **Waivers – Contract:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

(signature page follows)

Signature Page

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written.

Transcore LP*

Signature	Name	Title	Date
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Signature	Name	Title	Date
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COUNTY OF ORANGE, A political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

Deputy Purchasing Agent			
Signature	Name	Title	Date

APPROVED AS TO FORM:

County Counsel

By: _____
Deputy

Name: _____

Date: _____

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

ATTACHMENT A SCOPE OF WORK

I. Overview

Contractor shall provide all parts, labor, materials for on, and off-site hardware and software maintenance services for John Wayne Airport (JWA) Automated Vehicle Identification (AVI) System. The basic objective of the TransCore AVI System is to provide JWA and its patrons with an efficient, convenient, and rapid means for payment for usage at JWA. The AVI System demonstrates accurate and reliable billing capabilities for patrons, protects against fraudulent usage, and provide statistical data for auditing and planning purposes.

II. System Overview

The core of the AVI System consists of four fundamental components: reader, built-in radio frequency (RF) module, antenna, and the TransCore Toll Tag®. The system uses modulated back scatter techniques to identify tags mounted on objects which are within the read range of the antenna and which have been assigned a unique identification code (UID) specific for JWA and the vehicle. In the case of AVI applications, the Toll Tag is installed on commercial vehicles requiring frequent access to the JWA landside facilities. The RF module in the AVI System generates continuous-wave RF signal, which is broadcast by the antenna. When the tagged vehicle enters the reading zone of the antenna, the tag detects this signal, modifies it to include its UDC, and reflects this modified signal back to the antenna. The antenna receives the modified signal and transfers it to the RF model in the reader, which demodulates and pre-amplifies the signal. The reader processes the received information, including storing the UID and the time and day in which the transaction occurred and passes this data to an interfacing computer for further processing.

1. Computer Hardware

The AVI System consist of a central computer and several client computers all connected together via a local area network. The County will be responsible for the hardware maintenance of the AVI central computer, client machines, and the network connecting the clients to the AVI central computer while TransCore will be responsible for maintaining the CVM software.

- a. The AVI central computer is a servicer class machine that was purchased by and is maintained by the County. The Commercial Vehicle Management (CVM) software is installed on this server and is maintained by TransCore/GateKeeper. All transponder read data is transferred from the AVI readers to the AVI central computer
- b. The client PCs are those workstations that access the CVM programs and data from the AVT central computer. Client PCs are maintained by the County.

2. Radio Frequency Identification Hardware

TransCore system radio frequency readers and antennas are provided for each lane to detect the presence of tags on vehicles approaching lanes. In addition to the readers and antennas, TransCore will ensure that the equipment specified in this section is properly maintained and operational.

- a. **TransCore Reader:** TransCore Encompass® 5 Multiprotocol Reader is an integrated non-toll, multi-protocol 915 MHz radio frequency identification (RFID) reader system that includes an RF transceiver board and processor in a single assembly.
- b. **TransCore Antenna:** TransCore Universal Toll Antenna (UTA) broadcasts and receives radio frequency (RF) signals in the 902 to 928 MHz frequency band.
- c. **Tags:** Tags use by the County are the TransCore AT5944 Tags, AT5540 Tags, the AT5510 Tags and eGo Plus Sticker Tags. Support for ISO 18000-6C Tags is also included.
 - The AT5540 is small (credit card-sized), lightweight and housed in a poly carbonate case and designed for inside windshield mount. The AT5510 is larger, housed in a polycarbonate case, weatherproof, and is designed for vehicle roof mount.
 - Each tag is encoded with a unique code identification number and will not wear out or lose its identity for any reason during normal use within the tags' advertised operational life. Factory programming of tags by TransCore includes special security characters to further prevent tag counterfeiting.
 - The AT5540 Tags that are discontinued are replaced by the AT5944 Tag. The AT5944 Toll Tag is a full frame, battery-powered RF tag designed for interior mounting on a non-metallized windshield.
 - eGo Plus Sticker Tag is a 915 MHz radio frequency programmable, beam-powered, windshield-mounted tag. Packaged as a flexible sticker, this tag is ideal for applications that require low-cost, easily installed tags. This tag supports Super eGo (seGo), and ATA protocols.
 - ISO 18000-6C tag is a 915 MHz radio frequency programmable, beam-powered, windshield-mounted tag currently used at LAX. TransCore's Encompass 5 readers have been upgraded under a separate contract to support this tag protocol along with currently issued County tags.
 - All TransCore tags are available for purchase by the County under a separate Purchase Order.
- d. **TransCore Handheld Reader:** TransCore Encompass® 1d Handheld Reader combines TransCore's RFID end cap reader and DAP's CES240 color mobile computer.
- e. **Additional Reader/Antenna Equipment:**
 - DC Power Supply
 - Check Tags
 - Digital I/O Board
 - Amber/Red Lights

- 20-amp Breakers
- Uninterruptible Power Supply

f. Reader Count:

<u>Location</u>	<u>Lanes</u>	<u>Cabinets</u>	<u>Readers</u>
Airport Entry – Upper Roadway	5	1	3
Airport Entry – Lower Roadway	5	1	3
Spare	0	0	1

3. Computer Software

The software for the AVI System is a GateKeeper-developed application software and consists of the following covered software:

- GateKeeper Commercial Vehicle Management (CVM) software
- TNC-Ops™ Module
- Vendor Website Module
- Financial Module (AdComp Systems software) including:
 - AdComp Finance Charges Enhancement
 - AdComp Security Deposits Enhancement
- Software Monitoring

Under this agreement, TransCore through GateKeeper Systems, Inc. (GSI) will maintain in good working order, the computer software licensed to the County and known as the GateKeeper Systems Commercial Vehicle Management (CVM) software, and other related software components supplied by GateKeeper Systems as listed above under covered software.

III. Hardware/Software Maintenance and Support1. Computer Software

- a. Software Support Services: TransCore will provide software support, through GSI, to County as necessary to eliminate or correct software malfunctions and return software to normal operation. The categories of software support to be provided under this Contract include:
 - Response to System Problems: GSI will provide on-line telephone support to County personnel as needed each month for the period of the contract to remotely diagnose and make required changes to the CVM software as well as other system components. Support will be provided by qualified GSI personnel familiar with the CVM system and software version installed at JWA.

- **System Monitoring:** GSI will configure a server monitoring and alert tool for software monitoring. For this software to be effective, the County will provide SMTP access for these alerts to reach email accounts within the gksys.com domain. Additionally, after Version 7, GSI alarm monitoring requires a secure web service connection that must be open for complete monitoring service.
- **System Updates:** The County will install “Critical Updates” for the Microsoft operating and SQL database systems as specified by the County internal process requirements. The County is responsible for installation of service packs on the production servers. GSI will work with the airport and provide any appropriate recommendation for scheduling and installation in the production environment.
- **System Upgrade:** This Software Maintenance Agreement includes a fully paid license for any new version of the software (listed above in the Covered Software section). The airport is not required to implement all new versions of the software, GSI will support previous versions for twenty-four (24) months after release of the newest version.
 - **Optional - Upgrade included:** This agreement include the discounted cost of one software upgrade each year during the term of this agreement including enhancements and implementation costs such as planning, database conversion, installation, and on-line training if required. New versions of the CVS Software may require OS or SQL software upgrades as minimum database server requirements change over time. GSI effort to support server operating system and/or database upgrade may incur additional costs.
- Monitor reads from all lanes, to verify communication between the host system and antenna plazas.
- Make sure the system is running error free.
- b. **Period of Coverage:** Telephone support is available 24 hours per day, 7 days per week.
- c. **Support Request Procedure:** County shall identify in writing at the initiation of the Contract, personnel authorized to request assistance. When assistance is required, the responsible individual should call GateKeeper Systems as follows:
 - **GateKeeper Emergency Support: (866) 688-3404**
 This number should be used for support issues that need immediate resolution. This number is answered 24 hours per day, 365 days per year. If the support specialist answering the call cannot address the problem, the operator will record information about the request or problem and immediately contact the best available GSI specialist to respond.
 - **GateKeeper Non-Emergency Support: (651) 365-0700**

This number should be used during normal business hours for issues or questions that do not need immediate resolution to maintain system operation.

E-mail messages may be sent to Support@gksys.com for non-emergency requests for support and information. It is understood these non-emergency requests are not monitored on weekends, holidays, or after normal business hours.

- d. Response Time: Priority support response time are provided under this contract. GSI will respond immediately during normal business working hours (8:00 am to 5:00 pm, Monday through Friday local Minneapolis time) at all other times (nights, weekends, holidays, etc.), a response will be made within 1.5 hours by a qualified software specialist.
- e. Access: Software Maintenance is conditioned upon provision by the County to GSI of reasonable appropriate access to the system(s) running the Covered Software, including, but not limited to, passwords, system data, file transfer capabilities, and remote log-in capabilities. GSI will maintain security of the system and use such access only for the purposes of this agreement and will comply with County standard security procedures.
- f. Owner Responsibilities: County personnel making a request for assistance should be prepare to provide detailed information regarding the problem experienced, actions already taken to remedy the problem and current operating condition of the software and entire system.

2. AVI Hardware Support

- a. TransCore shall respond to AVI equipment service calls no later than the following business day.
- b. Contractor will perform Preventative Maintenance (PM) on the AVI hardware located in the lanes and roadside enclosure cabinet quarterly. The reader, antenna, Uninterruptible Power Supply (UPS), communication lines, equipment enclosure, and related equipment installation mounts and hardware will be inspected to ensure proper operation.

IV. **New Software Modules – Development and Implementation**

1. AdComp Systems - Financial Module

John Wayne Airport currently utilizes the Dynamics GP accounting package to monitor account balances and process payments for Ground Transportation operators. GateKeeper Systems, Inc. (GSI) has partnered with AdComp Systems to develop a web-based system that provides accounting and payment collection functionality for Ground Transportation purposes. This new accounting system includes a web site that allows for ground transportation companies to make credit card payments and view transactions online. The airport can also set up automatic payments if a credit card exists on file.

- a. The Contractor shall provide the following items as part of the development and implementation of the Financial Module:
 - AdComp Systems software with web-based payments and training.
 - GateKeeper integration:
 - Real time account information processing
 - Monthly charge processing
 - License fees for AdComp, and first year warranty.
 - Migration efforts to bring forward balances from Dynamics to the new system.
 - Two enhancements to the AdComp Group system:
 - AdComp Finance Charges Enhancement – includes the ability to add a user defined finance charge for any invoice thirty days past due. Finance charge needs to appear on invoice.
 - AdComp Security Deposits Enhancement – includes the ability to display a separate ‘deposit’ balance for each account. Provide the ability to add debits and credits applied to this separate balance. Requirements to be developed.
 - Project management and coordination.
- b. Assumptions:
 - The CVM server is to be provided by JWA and will be on, at a minimum: Windows Server 2016 and SQL 2016.
 - Verifone (Payware) will be used as the PCI compliant payment gateway. Use of this gateway is strongly recommended. Use of another payment gateway will incur additional development and annual support costs that will be quoted separately on request.
 - First Data Cardnet, Paymentech Tampa Global East, TSYS, Elavon, Vantiv can be used as the credit card processor.
 - Credit card and/or Gateway transaction fees are not included.
 - AdComp Systems support (training and software installation) will be performed remotely.
 - Historical account activity (Dynamics activity) will not be migrated to the new system. Dynamics GP will be available for historical activity research.
 - Terms and conditions of this contract for software maintenance and support shall apply.

2. GateKeeper Systems, Inc – Vendor Website Module

This module allows the Airport to minimize the administrative effort required by airport staff to maintain Ground Transportation (GT) Operator accounts. It provides GT Operators controlled access to their account activity information as needed without requesting help from the airport staff. The website can also significantly reduce the administrative effort required to keep up-to-date and accurate information for your ground transportation system as the module can be configured to allow GT operators to ‘request’ changes that an airport user can then confirm prior to updating the database. This capability is available through the implementation of a secure website that is exposed

to outside users with the proper login and password. This website is an option for the airport and not required for normal operation of the CVM software.

a. The Contractor shall provide the following items as part of the development and implementation of the Vendor Website Module:

- Design and Project Management. GSI will work with JWA staff to determine the desired configuration of the vendor website. This includes:
 - Enabling/disabling pages available to vendors and determining if vendors should be able to request changes.
 - Server and server configuration discussions will be coordinated between GateKeeper staff and JWA staff to determine the best fit for JWA.
- Lab Testing. GSI will install and test the Vendor Website with JWA configuration the GateKeeper lab environment.
- Installation and Configuration. GSI will install and configure the Vendor Website on JWA servers.
- Testing. GateKeeper Systems will test the functionality of the Vendor Website once installed at JWA to confirm it is production-ready
- Manuals and Documentation. A quick reference guide, that documents the use of the Vendor Website, will be provided to JWA.
- Training. GateKeeper Systems will provide remote training to JWA staff on the new Vendor Website. Training of vendors is not included. GateKeeper will provide documentation to JWA in a Microsoft Word version that can be edited according to JWA's desires to train their vendors.
- Support. 24/7 support is included in the price of the quote.
- Project management and coordination.

b. Assumptions:

- The GSI vendor website will be installed on a separate server, usually installed on a server in the DMZ. This server will be supplied by others.
- Purchase and renewal of a website certificate (HTTPS) is the responsibility of JWA. If procured, GateKeeper will apply the certificate to the vendor website.
- Connectivity between the Vendor server and the internal GateKeeper server is the responsibility of others. Information regarding the ports necessary for communication will be provided by GateKeeper.
- GateKeeper Systems has the access necessary to perform the implementation activities.
- Terms and conditions of this contract for software maintenance and support shall apply.
- Implantation of Vendor Website Module will be concurrent with the implantation of the AdComp accounting and payment collection system.

ATTACHMENT B PAYMENT/COMPENSATION

- 1. Compensation:** This is a firm-fixed fee/usage Contract between the County and Contractor for Hardware and Software Maintenance Services as set forth in Attachment A, "Scope of Work."

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles C and P of the County Contract Terms and Conditions.**

- 2. Fees and Charges:** County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

Description	Total
AdComp Software – License Fee, Implementation and 1-Year Warranty*	\$52,768.00
GateKeeper Systems Inc. – Vendor Website Module*	\$21,165.00

*One-Time Payment Fee

Maintenance Period	Annual Hardware and Software Maintenance and Support
9/1/2021 through 8/31/2022	\$63,509.00
9/1/2022 through 8/31/2023	\$69,608.00
9/1/2023 through 8/31/2024	\$75,931.00
9/1/2024 through 8/31/2025	\$78,660.00
9/1/2025 through 8/31/2026	\$81,487.00

Total Contract Amount Not To Exceed:

\$443,128.00

- 3. Price Increase/Decreases:** No price increases will be permitted during the first term of the Contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
- 4. Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
- 5. Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications, and parking while on County sites during the performance of work and services under this Contract.

- 6. Payment Terms – Payment in Advance:** Invoices are to be submitted quarterly in advance of services provided to the address specified below. Contractor shall promptly refund to County fees paid in advanced for the terminated services for each month remaining in the Contract period which shall be computed based upon the date of written notice of termination. Contractor shall reference Contract number on all invoices. Payment will paid in advance after receipt of an invoice in a format acceptable to the County of Orange. Invoices shall be verified and approved by the County and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the County requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

- 7. Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
- 8. Payment – Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

- A. Contractor's name and address
- B. Contractor's remittance address, if different from 1 above
- C. Contractor's Federal Taxpayer ID Number
- D. Name of County Agency/Department
- E. Delivery/service address
- F. Master Agreement (MA) or Purchase Order (PO) number
- G. Agency/Department's Account Number
- H. Date of invoice and invoice number
- I. Product/service description, quantity, and prices
- J. Sales tax, if applicable
- K. Freight/delivery charges, if applicable
- L. Total

Invoices and support documentation are to be forwarded to **(not both):**

Mailed to John Wayne Airport
Attention: Accounts Payable
3160 Airway Avenue
Costa Mesa, CA 92626

OR

Emailed to AccountsPayable@ocair.com

Contractor has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via and EFT Authorization Form. To request a form, please contact the DPA.

ATTACHMENT C

CONTRACTOR SECURITY AGREEMENT

Contractor must acknowledge, by signature, that it has read and accepts the responsibilities of the security agreement below and agrees to protect the confidentiality of all information while performing its duties. The County of Orange Contractor Security Agreement form with signature lines is attached for your convenience. This signed security form shall become part of the resultant contract.

1. Contractor acknowledges on behalf of itself and its employees and agents that the confidentiality of the user ID and password must be maintained at all times and that should they be compromised, Contractor shall immediately notify County's Project Manager and request cancellation of the compromised user ID and password and issuance of a new user ID and password.
2. The user ID and password are to be used by Contractor and its authorized employees and agents only, and Contractor shall be solely responsible for their use.
3. The user ID and password are to be used by Contractor and its authorized employees and agents on behalf of County current contractual duties, functions, and responsibilities only.
4. The use of County information resources and data by Contractor is to be only in accordance with COUNTY business objectives; use of the resources for private or personal gain is prohibited and may be subject to administrative, civil and criminal penalties.
5. The information contained within County systems and document image and report databases (including but not limited to names, social security numbers, addresses, health records, assistance payments and applications) shall not be disclosed by Contractor or its employees or agents to any outside parties or other system users who are not directly authorized by County to view such reports or images or who are not authorized employees or agents of Contractor.
6. Contractor shall not permit others who are not directly authorized by County to access reports and images, payroll records, banking information, assistance records, or other confidential information or to view any such items.

By signing below, Contractor acknowledges it has read this agreement and accepts these responsibilities and agrees to protect the confidentiality of all information while performing its duties. Contractor further acknowledges that the disclosure of sensitive, confidential, or proprietary information to unauthorized persons during or after termination of employment may make it liable for administrative, civil or criminal prosecution

Firm Name	Signature	Date

Print Name	Signature	Date

If Contractor is a corporation, two signatures are required.

ATTACHMENT D
STAFFING PLAN/SUBCONTRACTOR INFORMATION

1) **Subcontractor(s)**

Listed below are subcontractor(s) anticipated by Contractor to perform services specified in Attachment A. Substitution or addition of Contractor's subcontractors in any given project function shall be allowed only with prior written approval of County's Project Manager.

Company Name & Address	Contact Name and Telephone Number	Project Function
GateKeeper Systems, Inc. 1875 Plaza Drive Suite 200 Eagan, MN 55122	Anne Turner 651-365-0700	Vendor Website Module
AdComp Systems Group 1720 S Edmonds Ln #201 Lewisville, TX 75067	Mansur Plumber 972-877-4070	Financial Module



OC Procurement

Sole Source Request Form

Sole Source BidSync # 280-C031929-MR-SS

SECTION II – DEPARTMENT INFORMATION (Complete in its entirety)

Department: JOHN WAYNE AIRPORT		Date: 06/17/2021	
Vendor Name: TRANSCORE LP		Sole Source BidSync Number: 280-C031929-MR-SS	
Is the above named vendor a retired employee of the County of Orange? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes", review and Approval is required from CEO Human Resource Services prior to contract execution.			
Contract Term (Dates): 09/01/2021 – 08/31/2026		Is Agreement Grant Funded? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Percent Funded: N/A Funding Source: N/A	
Contract Amount? Total Not To Exceed: \$443,128.00		Proprietary? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Is this renewable? If yes, how many years? No.	
Type of Request: <input checked="" type="checkbox"/> New <input type="checkbox"/> Multi-Year <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Increase			
Renewal Year: N/A		Did vendor provide a sole source affidavit? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach	
Board Date: 7/27/2021	ASR Number: 21-000524	If not scheduled to go to the Board explain why? N/A	
Does Contract include Non-Standard Language? If yes, explain in detail. Yes, Indemnification language.			
Was Contract Approved by Risk Mgmt.? Yes.		Was Contract Approved by County Counsel? Yes.	
Were any exceptions taken? If yes, explain in detail. No.			
<input checked="" type="checkbox"/> DPA certifies that they have read and verified that the information is true and satisfies the sole source requirements listed in the County Contract Policy Manual.			
<input type="checkbox"/> Solicitation Exemption <i>(For purchases with special circumstances, and/or when it is determined to be in the best interest of the County.)</i>			



OC Procurement

Sole Source Request Form

Sole Source BidSync #280-C031929-MR-SS

SECTION III – SOLE SOURCE JUSTIFICATION

- 1. Provide a description of the type of contract to be established.** *(For example: is the contract a commodity, service, human service, public works, or other – please explain.) Attach additional sheet if necessary.*

Service contract with Transcore LP for on-site and off-site hardware/software maintenance and support of JWA Automated Vehicle Identification (AVI) system. This contract also involves development and implementation of two new software modules that shall allow JWA's commercial ground transportation providers to access their account activity online and pay the monthly AVI fees via credit card.

- 2. Provide a detailed description of services/commodities and how they will be used within the department. If this is an existing sole source, please provide some history of its origination, Board approvals, etc.** *(This information may be obtained from the scope of work prepared by the County and the vendor's proposal that provides a detailed description of the services/supplies.) Attach additional sheet if necessary.*

Vendor shall provide all parts, labor, and materials for hardware and software maintenance services for JWA's AVI System. Purpose of this system is to provide efficient and accurate tracking of transactions for shuttle, taxi, limousine and TNC services at John Wayne Airport.

In addition to regular maintenance and support provided by Transcore LP, this contract also involves a purchase of two new software modules that shall allow JWA's commercial ground transportation providers to access their account activity online and pay the monthly AVI fees via credit card. Both modules shall be developed and implemented by two subcontractors – AdComp Systems and GateKeeper Systems, Inc.

On November 22, 2011, the Board of Supervisors approved a contract with Transcore LP for the purchase of John Wayne Airport's (JWA) Automated Vehicle Identification (AVI) hardware and software and system maintenance service.

On August 22, 2017, the Board approved a three-year contract with Transcore LP for the same service.

On August 28, 2020, John Wayne Airport entered into a one-year bridge sole source agreement due to COVID-19 pandemic with Transcore LP for maintenance and support of JWA's AVI hardware and software. This contract expires on August 31, 2021.

- 3. Explain why the recommended vendor is the only one capable of providing the required services and/or commodities.** **How did you determine this to be a sole source and what specific steps did you take? Please list all sources that have been contacted and explain in detail why they cannot fulfill the County's requirements. Include vendor affidavit and/or other documentation which supports your sole source.** *(Responses will include strong programmatic and technological information that supports the claim that there is only one vendor that can provide the services and/or commodities. Your response will include information pertaining to any research that was conducted to establish that the vendor is a sole source, include information pertaining to discussions with other potential suppliers and why they were no longer being considered by the County.) Attach additional sheet if necessary.*



Procurement

Sole Source Request Form

Sole Source BidSync # 280-C031929-MR-SS

Transcore LP is the only authorized vendor with trained and qualified technicians to support, service, and maintain Automated Vehicle Inventory system at John Wayne Airport. Due to its proprietary nature, there are no other qualified vendors that are capable of servicing JWA's existing AVI system.

AVI system heavily depends on the specialized GateKeeper CVMS software application. Because of the intellectual property rights, all software related work can only be performed by Transcore LP's subcontractor – GateKeeper Systems Inc., to ensure the system continues to maintain warranty and functionality.

4. How does recommended vendor's prices or fees compare to the general market?

Attach quotes for comparable services or supplies. Attach additional sheet if necessary.

Transcore LP is the only vendor that is capable of providing JWA with the services described above; the prices included in the proposal appear to be fair and reasonable.

5. If the recommended vendor was not available, how would the County accomplish this particular task?

Attach additional sheet if necessary.

In case Transcore LP was unable to provide the requested service, the entire AVI system would need to be replaced. The estimated cost for all hardware and software replacement is approx. \$1,300,000. Additional \$200,000 would be expended in soft cost to replace all transponders, and to coordinate the change with JWA commercial ground transportation providers and other transportation agencies.

6. Please provide vendor history – name change, litigation, judgments, aka, etc. for the last 7 years.

Through the normal County of Orange vetting process, Transcore has had no name change within the last 7 years. They have 1 open lien and 5 suits on public record, none of any major significance to the County and immaterial to their delivery of hardware/software maintenance and support.

7. If vendor is a retired, former employee, has the vendor previously been rehired as a contractor within the last three years? ☐ Yes ☒ No

If yes, provide explanation/support for hiring the retired, former employee as a vendor and provide contract dates, scope of work, and total amounts paid under each contract.

N/A

8. Explain (in detail) why a request for Solicitation Exemption is needed. (Only applicable for Solicitation Exemption)

Attach additional sheet if necessary.

N/A




Procurement

Sole Source Request Form

Sole Source Bidsync # 280-C031929-MR-SS

SECTION IV – AUTHOR/REQUESTOR


Signature: 	Print Name: JAROSLAW SERWANSKI	Date: 06/17/2021
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SECTION V – CEO Human Resource Services APPROVAL


(Review and approval is required when vendor is a Retired, Former Employee.)

Signature:	Print Name:	Date:
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SECTION VI – DIVISION HEAD APPROVAL (Deputy Airport Director)

Signature: 	Print Name: Scott Hagen	Date: 6/17/2021
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SECTION VII – DEPUTY PURCHASING AGENT CONCURRENCE

Signature: 	Print Name: Monica Rodriguez	Date: 6/17/2021
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SECTION VIII – DEPARTMENT HEAD APPROVAL

Signature: 	Print Name: Rich Francis	Date: 6/22/21
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SECTION IX – COUNTY PROCUREMENT OFFICE

Prior to execution of a contract, the County Procurement Officer or designee shall approve All Sole Source requests for Commodities that exceed \$250,000, Capitol Assets and services exceeding \$75,000, and All other Sole Source requests that require Board approval despite the amount. Approvals are obtained electronically through the County's online bidding system.

SOLICITATION EXEMPTION – CEO USE ONLY:

Board of Supervisor Notification Date:					
Comments:					
CPO:	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	CFO:	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
CPO Authorized Signature:			Date:	CFO Authorized Signature:	



Tuesday, June 01, 2021 Sent via Electronic Mail to

John Wayne Airport, Orange County
3160 Airway Avenue
Costa Mesa, CA 92626

Attention: Jaroslaw Serwanski
Airport Operations Officer

Subject: Renewal of JWA AVI system support agreement

Dear Serwanski,

TransCore is pleased to provide a price proposal (sent under separate cover) for continued maintenance and support of your ground transportation management system.

Your GateKeeper CVMIS is a specialty software application. Because of intellectual property rights, bug fixes, modifications, maintenance and updates should only be performed by GateKeeper staff in order to ensure your system continues to maintain warranty and functionality.

TransCore's Amtech™ technology is proprietary and as such should only be repaired by TransCore factory technicians. In addition, TransCore is the only manufacturer of the Amtech™ technology RFID equipment used in your AVI system which is produced at our Albuquerque plant. As such, TransCore is the only authorized production source for the AVI readers and transponders that are compatible with your AVI system.

Specific hardware covered by our scope includes:

- 1 ea Encompass 1D handheld reader with peripherals
- 6 ea Encompass 5 dual protocol AVI readers
- 10 ea AA3152 UTA antennas
- Misc. communications equipment and equipment enclosure associate with the readers

Please contact myself or Mr. John Azevedo, your program manager, if you have any additional questions at 972-342-1431

Regards,

TransCore

A handwritten signature in black ink, appearing to read "Forrest Swonsen", with a long horizontal line extending to the right.

Forrest Swonsen

Associate Vice President, Airport Systems and Services

Welcome mrodriguez2 | [Logout](#)[Need assistance?](#)
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or call 800-990-9339[Home](#) | [Search](#) | [Source](#) | [Contracts](#) | [Purchasing](#) | [Tools](#)

Release Bid Workflow

Name: Monica M Rodriguez
Phone: 949-252-5240
Email: mmrodriguez@ocair.com
Status: Submitter Jun 30, 2021 10:48:03 AM PDT



Bid Information

Bid Number:

280-C031929-MR-SS

Bid Title:

AUTOMATED VEHICLE IDENTIFICATION (AVI)
HARDWARE AND SOFTWARE MAINTENANCE

Status

Status:
Approved[View Workflow History](#)[Close](#)Questions? Contact a Periscope Source representative: 800-990-9339 or email: source-support@periscopeholdings.com[Home](#) | [Bid Search](#) | [Bids](#) | [Orders](#) | [Tools](#) | [Support](#) | [Privacy](#) | [Logout](#)

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Contract Summary Form

Transcore LP

SUMMARY OF SIGNIFICANT CHANGES

1. Scope of Work: In addition to regular AVI maintenance and support, this contract also involves a purchase of two new software modules that shall allow JWA's commercial ground transportation providers to access their account activity online and pay the monthly AVI fees via credit card. Both modules shall be developed and implemented by two subcontractors – AdComp Systems and GateKeeper Systems, Inc. Pages 32-35.
2. Costs: increased to implement, maintain and support new software modules. Page 36.
3. Term: increased to a 5-year term. Page 11.

SUBCONTRACTORS

This contract includes the following subcontractors or pass through to other providers.

Subcontractor Name	Service(s)	Amount
AdComp Systems	Development and implementation of the web-based Accounting and Payment Collection System.	\$52,768.00
GateKeeper Systems, Inc	Development and implementation of the Vendor Website module.	\$21,165.00

CONTRACT OPERATING EXPENSES

Fees and Charges: County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

Description	Total
AdComp Software – License Fee, Implementation and 1-Year Warranty*	\$52,768.00
GateKeeper Systems Inc. – Vendor Website Module*	\$21,165.00

*One-Time Payment Fee

Maintenance Period	Annual Hardware and Software Maintenance and Support Fee
9/1/2021 through 8/31/2022	\$63,509.00
9/1/2022 through 8/31/2023	\$69,608.00
9/1/2023 through 8/31/2024	\$75,931.00
9/1/2024 through 8/31/2025	\$78,660.00
9/1/2025 through 8/31/2026	\$81,487.00

Total Contract Amount Not To Exceed:

\$443,128.00