



ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

CONTRACT AWARD COVERPAGE

TO: TRANSIT SOLUTIONS, LLC (TSI)	DATE ISSUED:	SEPTEMBER 26, 2023
525 WEST NEW CASTLE	CONTRACT NO:	24-DES-SLA-295
ZELIENOPE, PA 16063	CONTRACT TITLE:	Hardware and software support services for ART buses video and audio surveillance

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 24-DES-SLA-295 including any attachments or amendments thereto.

EFFECTIVE DATE: October 1, 2023
EXPIRES: September 30, 2028
RENEWALS: None
COMMODITY CODE(S): 96728
LIVING WAGE: N

ATTACHMENTS:
AGREEMENT No. 24-DES-SLA-295

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

<u>VENDOR CONTACT:</u> Matt White	<u>VENDOR TEL. NO.:</u>	<u>(724) 473-0336</u>
<u>EMAIL ADDRESS:</u> matt.white@tsivideo.com		
<u>COUNTY CONTACT:</u> Joshua Drucker (DES -TP&O)	<u>COUNTY TEL. NO.:</u>	<u>(703) 228-1956</u>
<u>COUNTY CONTACT EMAIL:</u> jdrucker@arlingtonva.us		

PURCHASING DIVISION AUTHORIZATION

<u>Sy Gezachew</u>	<u>Title Procurement Officer</u>	<u>Date September 26, 2023</u>
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**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201**

AGREEMENT NO. 24-DES-SLA-295

THIS AGREEMENT is made, on 9/26/2023, between **Transit Solutions, LLC (TSI) located at 525 West New Castle Street, Zelienople, Pennsylvania 16063** ("Contractor") a Pennsylvania corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of:

- This Agreement
- Exhibit A – Scope of Work
- Exhibit B – Contract Pricing

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement will prevail over the other Contract Documents, and the remaining Contract Documents will be complementary to each other. If there are any conflicts, the most stringent terms or provisions will prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either party has made any representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the "Work"). As detailed in the "Scope of Work" (Exhibit A), the primary purpose of the Work is to provide comprehensive hardware and software support services to maintain the video and audio surveillance systems that were purchased and installed on the Arlington Transit (ART) buses under County Contract #17-199-9. It will be the Contractor's responsibility, at its sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

4. CONTRACT TERM

Time is of the essence. Work under this Agreement will commence on October 1, 2023. Unless terminated as provided below, the term shall be five years from October 1, 2023 to September 30, 2028.

5. CONTRACT AMOUNT

The County will pay the Contractor in accordance with the terms of the Payment section below and of Exhibit B for the Contractor's completion of the Work as required by the Contract Documents. The Contractor will complete the Work for the total amount specified in this section ("Contract Amount").

The County will not compensate the Contractor for any goods or services beyond those included in Exhibit A unless those additional goods or services are covered by a fully executed amendment to this Contract. Additional services will be billed at the rates set forth in Exhibit B unless otherwise agreed by the parties in writing.

6. PAYMENT

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. The County will pay the Contractor within forty-five (45) days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. All payments will be made from the County to the Contractor via ACH. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

The Contractor also must submit to the County's Project Officer its W-9 Form, which will include its Federal Employer Identification Number ("FEIN") or Social Security Number ("SSN"), whichever is applicable, before the County can process payment to the Contractor under the Contract.

7. REIMBURSABLE EXPENSES

Only reasonable project-related expenses identified in Exhibit A will be reimbursed. The Contractor will charge allowed reimbursable expenses on a unit-price basis and must provide verified invoices. The total amount paid for project-related expenses will not exceed the amount shown in Exhibit B.

8. * PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment

from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of 1% per month.

The Contractor must include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

9. NO WAIVER OF RIGHTS

The County's approval or acceptance of or payment for any goods or services under this Contract will not waive any rights or causes of action arising out of the Contract.

10. * NON-APPROPRIATION

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

11. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

This Contract does not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the County for the period of the Contract; and the County is under no obligation to buy that or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods and/or services than the estimated annual quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

The County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by this Contract. The items or services covered by this Contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items or services through those contract(s).

12. * COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if the County issues a Purchase Order in advance of the transaction, indicating that the ordering County agency has sufficient funds available to pay for the purchase. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense. The County will not be liable for payment for any purchases made by its employees that are not authorized by the County Purchasing Agent.

13. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS

The County has the right reasonably to reject staff or subcontractors whom the Contractor assigns to the project. The Contractor must then provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's and its subcontractors' employees is the sole responsibility of the Contractor.

The Contractor may not replace key personnel or subcontractors identified in its proposal, including the approved Project Manager, without the County's written approval. The Contractor must submit any request to remove or replace key personnel or subcontractors to the County Project Officer at least 15 calendar days in advance of the proposed action. The request must contain a detailed justification, including identification of the proposed replacement and his or her qualifications.

If the approved Project Manager must be absent for an extended period, the Contractor must provide an interim Project Manager, subject to the County's written approval.

If the approved Project Manager resigns or is terminated by the Contractor, the Contractor will replace the Project Manager with an individual with similar qualifications and experience, subject to the County's written approval.

14. * EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

15. * EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

16. * DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violating such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

17. *SEXUAL HARASSMENT POLICY

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

18. TERMINATION

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

1. Termination for Unsatisfactory Performance. If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30

days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

19. INDEMNIFICATION

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the

County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

20. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

21. COPYRIGHT

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

22. OWNERSHIP OF WORK PRODUCT

This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs.

All work product, in any form, that results from this Contract is the property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or allow others to use the work product for any purpose other than performance of this Contract without the written consent of the County.

The work product is confidential, and the Contractor may neither release the work product nor share its contents. The Contractor will refer all inquiries regarding the status of any work product to the Project

Officer or to his or her designee. At the County's request, the Contractor will deliver all work product, including hard copies of electronic files, to the Project Officer and will destroy all electronic files.

The Contractor must include the provisions of this section as part of any contract or agreement related to this Contract into which it enters with subcontractors or other third parties.

The provisions of this section will survive any termination or cancellation of this Contract.

23. CONFIDENTIAL INFORMATION

The Contractor and its employees, agents and subcontractors will hold as confidential all County information obtained under this Contract. Confidential information includes, but is not limited to, nonpublic personal information; personal health information (PHI); social security numbers; addresses; dates of birth; other contact information or medical information about a person; and information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents and subcontractors are informed of and abide by this requirement.

24. * ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

25. * COUNTY EMPLOYEES

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

26. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract, provided that the affected party gives notice to the other party as soon as practicable after the force majeure event, including reasonable detail and the expected duration of the event's effect on the party.

27. * AUTHORITY TO TRANSACT BUSINESS

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

28. * RELATION TO COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

29. ANTITRUST

The Contractor conveys, sells, assigns and transfers to the County all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

30. REPORT STANDARDS

The Contractor must submit all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.

Whenever possible, reports must comply with the following guidelines:

- printed double-sided on at least 30% recycled-content and/or tree-free paper
- recyclable and/or easily removable covers or binders made from recycled materials (proposals with glued bindings that meet all other requirements are acceptable)
- avoid use of plastic covers or dividers
- avoid unnecessary attachments or documents or superfluous use of paper (e.g. separate title sheets or chapter dividers)

31. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years, or such period of time required by the County's funding partner(s), if any, whichever is greater, after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, or such period of time required by the County's funding partner(s), if any, whichever is greater, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.

32. ASSIGNMENT

The Contractor may not assign, transfer, convey or otherwise dispose of any award or any of its rights, obligations or interests under this Contract without the prior written consent of the County.

33. AMENDMENTS

This Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

34. * ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

35. * DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

36. * APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

37. ARBITRATION

No claim arising under or related to this Contract may be subject to arbitration.

38. NONEXCLUSIVITY OF REMEDIES

All remedies available to the County under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

39. NO WAIVER

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

40. SEVERABILITY

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

41. * ATTORNEY'S FEES

In the event that the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the Contractor will pay the County's reasonable attorney's fees and expenses.

42. SURVIVAL OF TERMS

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP OF WORK PRODUCT; AUDIT; COPYRIGHT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND CONFIDENTIAL INFORMATION.

43. HEADINGS

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.

44. AMBIGUITIES

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

45. NOTICES

Unless otherwise provided in writing, all legal notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

TO THE CONTRACTOR:

Matt White, President
Transit Solutions, LLC
525 West New Castle Street
Zelienople, Pennsylvania 16063
Phone: 724-473-0336 x111
Email: matt.white@tsivideo.com

TO THE COUNTY:

Clinton Edwards, Project Officer
Transit Services Manager
Arlington County Department of Environmental Services
Division of Transportation
2100 Clarendon Boulevard, Suite 900
Arlington, VA 22201
Phone: (703) 228-3281
Email: tscherer@arlingtonva.us

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia

2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Phone: (703) 228-3294
Email: slewis1@arlingtonva.us

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

46. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060, or e-mail business@arlingtonva.us.

47. * NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

48. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$500,000/500,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- a. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be listed as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.

- b. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- c. Claims-Made Coverage - Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- d. Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County's approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution. The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County's acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly.

49. VIRGINIA DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION PROVISIONS

- A. The Contractor, their agents and employees shall comply with all covenants and provisions of the Virginia Department of Rail and Public Transportation (VDRPT) Master Agreement for the Use of Commonwealth Transportation Funds with the County Board of Arlington County VA dated July 1, 2020 and shall be made expressly a part of any subcontracts executed by the Contractor and shall be binding on all subcontractors, vendors, their agents and employees.
- B. The Contractor shall name the Northern Virginia Transportation Commission (NVTC) and its Bond Trustee, the Commonwealth of Virginia, the Commonwealth Transportation Board (CTB), DRPT, the Virginia Department of Transportation (VDOT) and their officers, employees and agents as additional insureds on any insurance policy issued for the Work to be performed, and present

satisfactory evidence of insurance coverage before commencing with any Work, so that they are protected from and against any losses actually suffered or incurred, except for losses to the extent caused the negligence or willful misconduct of such entity or person, from third party claims that are directly related to or arise out of: (a) any failure by the Contractor to comply with, to observe or to perform in any material respect any of the covenants, obligations, agreements, terms or conditions in this Project, or any breach by the Contractor of its representations or warranties in this Project; (b) any actual or willful misconduct or negligence of Contractor its employees or agents in direct connection with the Work; (c) any actual or alleged patent or copyright infringement or other actual or alleged improper appropriation or use of trade secrets, patents, proprietary information, know-how, trademarked or service-marked materials, equipment devices or processes, copyright rights or inventions by the Contractor in direct connection with the Work; (d) inverse condemnation, trespass, nuisance or similar taking of harm to real property committed or caused by the Contractor, its employees or agents in direct connection with the work; or (e) any assumed liabilities.

- C. The Contractor shall indemnify, defend and hold harmless, NVTC and its Bond Trustee, the Commonwealth of Virginia, the CTB, VDOT, DRPT and their officers, agents, and employees of these entities from and against any all damages, claims, suits, judgments, expenses, actions and costs of every name and description, arising out of or resulting from any act or omission by the Contractor, its subcontractors, agent or employees in the performance of the Work.
- D. The obligations of this Section shall survive the termination or completion of the Contract.

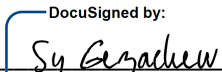
50. COUNTERPARTS

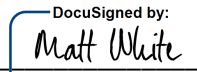
This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

TRANSIT SOLUTIONS, LLC (TSI)

AUTHORIZED SIGNATURE: 

AUTHORIZED SIGNATURE: 

NAME: Sy Gezachew

NAME: Matt White

TITLE: PROCUREMENT OFFICER

TITLE: President

DATE: 9/26/2023

DATE: 9/25/2023

EXHIBIT A
SCOPE OF WORK

The Contractor shall provide comprehensive hardware and software support services to maintain the video and audio surveillance systems that were purchased and installed on the Arlington Transit (ART) buses under County Contract #17-199-9. In addition, the Contractor shall provide backend support to maintain the County's system. The Contractor shall provide replacement/upgrade hardware on an as-needed basis.

Updates and Upgrades. Updated or upgraded versions of the Software Products may be created or issued by the Contractor, Transit Solutions Inc. (TSI), from time to time. If the Software Product is an update or upgrade of a TSI product, the County may only use that updated or upgraded Software Product in accordance with this Contract. TSI may, at its sole discretion, require the installation of software updates or upgrades to maintain the applicable warranty provisions.

Warranty. Table 1 lists the warranty end dates, based on the various types of buses that the County owns, for the video and audio surveillance equipment that the County purchased under County Contract #17-199-9.

TABLE 1: END DATES FOR WARRANTIES PURCHASED BY THE COUNTY

Bus Type	Quantity of Buses	Warranty Start Date	Warranty End Date	Bus Retirement Date
NABI 2007	8	10/1/2018	9/30/2023	12/01/2022
NABI 2008	12	10/1/2018	9/30/2023	12/01/2022
NABI 2010	12	10/1/2018	9/30/2023	12/01/2025
NABI 2011	3	10/1/2018	9/30/2023	12/01/2025
NABI 2014	8	10/1/2018	9/30/2023	12/01/2027
NABI 2015	8	10/1/2018	9/30/2023	12/01/2028
New Flyer 2017	13	10/1/2018	9/30/2023	12/01/2030
New Flyer 2019	14	12/1/2019	11/30/2024	12/01/2032
New Flyer 2022	20	12/1/2022	11/30/2024	12/01/2035

Product Improvements. The Contractor shall make available to the County any improvements to the base products when they become available. Examples of these additions may include:

- Upgraded camera systems
- Cloud based storage systems
- Realtime cellular camera feeds



TSI Gold Level Warranty and O&M Services Plan

This document provides details associated with Transit Solutions, LLC (hereafter referred to as TSI) Gold Level Warranty and Operations & Maintenance (O&M) Services support plan. TSI's Gold Level Warranty and O&M Services Plans are provided with a standard set of service offerings for all customers, but also with a customized set of pricing and service offerings available to each customer in order to meet the particular needs of that customer. Customer specific pricing and service offerings/extensions can be found in Schedule A of this document.

In order to provide complete flexibility to our customer base, TSI has divided our support offerings into the following categories – which will be described in full in the associated sections below:

Section 1.0 – General Warranty and O&M Provisions and Offerings: General information associated with all Warranty and O&M Gold Level Offerings.

Section 2.0 - Hardware Warranty Offerings: Information associated with TSI's Gold Level hardware warranty and hardware support offerings.

Section 3.0 – Operations & Maintenance (O&M) Services: Information associated with TSI's Gold Level O&M services that include the combination of software related warranty and maintenance services, as well as technical and user support.

Schedule A – Customer Specific Warranty and O&M Offerings / Pricing: Information and pricing associated with a particular customer's Warranty and O&M Package, as well as specific requirements resulting from a particular customer contract.

Section 1.0 - General Warranty and O&M Provisions and Offerings:

This section provides details regarding the general TSI Gold Level Warranty and O&M Offerings including items such as TSI support days, TSI support hours, general TSI support tools that will be used, as well as the overall term of the warranty/maintenance coverage. TABLE 1 below provides a detailed description of each of the items associated with the General Warranty and Maintenance Provisions.

TSI will utilize two web-based systems as part of our Gold Level Warranty and O&M Offering.

- **Hardware RMA Tool:** All hardware RMA will be performed via TSI's web-based RMA package. This system is described in detail in the "TSI New User RMA Creation Guide" document that will be supplied separately to each customer at the appropriate time.
- **TSI Zendesk Support Tool:** All other issues/tickets (outside of hardware RMA) will be tracked via the "TSI Zendesk Support Portal" system. This is an online ticket tracking system that will allow end users to enter and track status regarding all types of issues (software, operational, etc.). Zendesk is a 3rd party software package that allows TSI to customize a "support portal" that our customers can use to create support tickets, track status of support tickets, as well as access TSI support material. A "TSI Zendesk Support User's Guide" will be provided to each customer at the appropriate time of a project.

TABLE 1: General Gold Level Warranty and O&M Provisions

General Warranty Coverage	Gold Plan	Specific Exclusions
Warranty Term	<ul style="list-style-type: none"> • Base 2 Years on all TSI provided hardware, software, and O&M Services (See appropriate sections below for definition of start date for 2-year period) • Extended / Optional Years can be priced upon request. 	<ul style="list-style-type: none"> • Sale of B-Stock (Used) items will come with separately stated warranties. • Sale of some 3rd party items will come with separately stated warranties in cases where OEM manufacturer has not agreed to 2-year warranty. (NOTE: Situations are limited and will be separately and clearly stated to end user customer by TSI).
TSI Standard Warranty Service Days	<ul style="list-style-type: none"> • Monday to Friday 	<ul style="list-style-type: none"> • The following 11 TSI U.S. holidays (or designated alternate day if this day falls on a weekend): <ul style="list-style-type: none"> ○ New Year Day ○ President's Day ○ Good Friday ○ Memorial Day ○ July 4th ○ Labor Day ○ Thanksgiving Day ○ Day after Thanksgiving Day ○ Christmas Eve ○ Christmas Day ○ New Year's Eve

TSI Standard Warranty Service Hours	<ul style="list-style-type: none"> • 08:00 AM to 6:00 PM Eastern Time 	
Warranty Service Ticketing Method	<ul style="list-style-type: none"> • TSI's Zendesk ticket system for assignment, tracking and resolution of customer tickets 	
Warranty Service Response Times	<ul style="list-style-type: none"> • See sections below for specific response times 	
Warranty Contact Information	<ul style="list-style-type: none"> • Hardware RMA Contact: Michael MacGregor: 724-473-0336 x121 • O&M Support Contact: On-Call Support Engineer: 724-907-1055 • Email addresses, website addresses and phone numbers associated with web-based Hardware RMA and TSI Zendesk Systems can be found in associated User Guides 	

Section 2.0 – Hardware Warranty Offerings

This section provides details regarding the TSI Gold Level Hardware Warranty and Maintenance support associated with all TSI provided hardware components. These components include all TSI provided hardware under a particular customer retrofit project, individual hardware component sale, or hardware supplied through a bus manufacturer contract to a particular End User Agency or Customer. This warranty does NOT cover any equipment provided from a 3rd party provider that may interface with, integrate to, or otherwise depend on hardware provided by TSI as outlined above, unless specifically referenced otherwise in a particular contract between TSI and the related customer.

TABLE 2 below provides a detailed description of each of the items associated with the Hardware Warranty Offerings.

TABLE 2: Hardware Warranty Gold Plan Provisions

General Warranty Coverage	Gold Plan	Specific Exclusions
Warranty Term (Hardware Component Sales Direct to End User)	<ul style="list-style-type: none"> Initial Warranty Start Date: TSI Ship Date of Hardware Component Initial Warranty End Date: 24 months from Initial Warranty Start Date. Extended warranty pricing available upon request. 	Sale of some 3 rd party items will come with separately stated warranties in cases where OEM manufacturer has not agreed to 2-year warranty. (NOTE: Situations are limited and will be separately and clearly stated to end user customer by TSI).
Warranty Term (Retrofit Project with End User)	<ul style="list-style-type: none"> Initial Warranty Start Date: Signed Vehicle Acceptance Test (VAT) Date, or as specified in end user customer contract and/or Schedule A of this document. Initial Warranty End Date: 24 months from Initial Warranty Start Date”. Extended warranty pricing available upon request. 	Sale of some 3 rd party items will come with separately stated warranties in cases where OEM manufacturer has not agreed to 2-year warranty. (NOTE: Situations are limited and will be separately and clearly stated to end user customer by TSI).
Warranty Term (New Buses Installed with TSI Equipment thru New Bus Purchase)	<ul style="list-style-type: none"> Initial Warranty Start Date: TSI Ship Date of Hardware Component to Bus Manufacturer/Dealer. Initial Warranty End Date: 26 months from Initial Warranty Start Date. Includes “commissioning” of bus equipment at customer site upon receipt of all buses associated with a delivery group of buses. Extended warranty pricing available upon request. 	Sale of some 3 rd party items will come with separately stated warranties in cases where OEM manufacturer has not agreed to 2-year warranty. (NOTE: Situations are limited and will be separately and clearly stated to end user customer by TSI).

Hardware Coverage Scope	<ul style="list-style-type: none"> • TSI repair or replace defective hardware component (TSI's discretion for repair vs. replace). • Customer responsible for all remove/replace activities associated with failed component and component replacement at customer facility. 	<ul style="list-style-type: none"> • Abuse or damage caused by incorrect handling or installation not covered • Interior camera water damage due to water intrusion on bus roof not covered.
Warranty Service Contact Method	<ul style="list-style-type: none"> • Online web-based service. See "TSI New User RMA Creation Guide" for how to enter tickets and for RMA tracking number assignments. 	
RMA Repair Shipping	<ul style="list-style-type: none"> • Customer covers shipment cost of RMA part to TSI designated return facility. • TSI covers shipment cost to return the repaired or replacement part to customer designated facility. 	
RMA Turnaround	<ul style="list-style-type: none"> • Repaired or replacement part generally shipped within five (5) business days after arrival of RMA part at TSI designated facility. • New part or B-Stock part advance shipped overnight in emergency. Client returns failed part under RMA within five (5) business days in the case of advance shipment. 	<ul style="list-style-type: none"> • Advance RMA shipments are subject to parts availability. • Expedited shipping costs covered by customer in the case of advance shipment.

Section 3 – Operations and Maintenance (O&M) Services

This section provides details regarding TSI’s Gold Level Operations and Maintenance (O&M) Support Services. O&M Support Services include all TSI Software and Software Update related services, as well as all technical and user support phone/email services.

Table 3A below outlines all Software related Services and Provisions, while TABLE 3B below outlines those services and provisions associated with Technical and User support.

TABLE 3A: Software Warranty and Maintenance Services and Provisions

General Warranty Coverage	Gold Plan	Specific Exclusions
Warranty Term	<ul style="list-style-type: none"> Initial Warranty Start Date: Upon sale of TSI software component to end user customer; or as specified in end user customer contract and/or Schedule A of this document. Initial Warranty End Date: 24 months from Initial Warranty Start Date. Extended warranty pricing available upon request. 	<ul style="list-style-type: none"> Sale of some 3rd party software will come with separately stated warranties in cases where 3rd party software provider has not agreed to 2-year warranty. (NOTE: Situations are limited and will be separately and clearly stated to end user customer by TSI).
Software Coverage Scope	<ul style="list-style-type: none"> Software is warranted against major bugs or operating issues directly attributable to the TSI code or its interaction with the O/S. 	<ul style="list-style-type: none"> Issues arising after a major host O/S update are the responsibility of the end user customer unless TSI software has specifically been approved for the new O/S level. Onsite support services related to new customer O/S upgrade will be billed on a T&M basis. Issues arising from a software conflict with non-TSI applications installed after TSI Software is operational are the responsibility of end user customer. Onsite support services related to non-TSI application conflict will be billed on a T&M basis.

Software Components Covered	<ul style="list-style-type: none"> • TSI NexView firmware installed on TSI Nexus hardware components. • TSI NexView Server Software (not including the server or virtual server O/S or any other non-TSI software packages) TSI NexView Client Software (not including the client workstation, O/S, or any other non-TSI software packages) • TSI NexView Software User's Manuals/Documentation • Backend NexView SQLServer Database. • TSI NexView-Pro Software (firmware, server, and client) for those customers who have purchased TSI NexView-Pro Software License Module. 	<ul style="list-style-type: none"> • End User Customer responsible for providing suitably sized and configured real or virtual servers and server O/S to host the TSI software in conformance with TSI recommendations. TSI will assist End User Customer to develop the server specifications to ensure functional server facilities for the production environment • End User Customer responsible for providing suitably sized and configured workstations/laptops and O/S to host the TSI Software in conformance with TSI recommendations. TSI will assist End User Customer to develop the client workstation specifications to ensure functional workstations for the production environment • End User Customers responsible for providing suitably configured database servers to host the TSI NexView database
Software Updates and Bug Fixes	<ul style="list-style-type: none"> • TSI NexView software and firmware releases have a 3-level release format: xxx.yyy.zzz <ul style="list-style-type: none"> ○ xxx = Major Release ○ yyy = Minor Release ○ zzz = Patch Release • End User Customer eligible for all Major and Minor Releases of NexView software (and NexView-Pro software when licensed). Determination of release for install at End User Customer site will be made corporately between End User Customer and TSI • End User Customer eligible for patch releases on an as-needed basis (see TABLE 2C – Severity Levels – for details). <ul style="list-style-type: none"> ○ S1 severity handled with a new TSI patch release as soon as bug is fixed and tested ○ S2 severity: End User Customer and TSI corporately will determine if patch release will be immediate or rolled into next minor/major release ○ S3 severity: Patch release will be rolled into next minor/major release 	<ul style="list-style-type: none"> • Client specific features or functionality requests can be developed and purchased for additional fees. Pricing will be dependent of the priority and complexity required to implement the work. • TSI NexView-Pro Software and Updates require Customer to purchase appropriate NexView-Pro Licenses.

TABLE 3B: Technical and User Support Services and Provisions

General Warranty Coverage	Gold Plan	Specific Exclusions
Warranty Term	<ul style="list-style-type: none"> • See TABLE 1 for details 	<ul style="list-style-type: none"> • See TABLE 1 for details
Warranty Service Days and Hours	<ul style="list-style-type: none"> • See TABLE 1 for details 	<ul style="list-style-type: none"> • See TABLE 1 for details
Warranty Service Contact Methods	<ul style="list-style-type: none"> • TSI's Zendesk Support Customer Portal. Contact methods include: <ul style="list-style-type: none"> ○ Zendesk portal URL ○ Email ○ Phone • See User's Guide for details. 	
Warranty Service Response Times	<ul style="list-style-type: none"> • S1 Severity Level: 2 hours initial response. • S2 Severity Level: 4 hours initial response. • S3 Severity Level: Next business day initial response. • See TABLE 3C below for definitions of S1, S2 and S3 levels. 	
Onsite Support Trip	<ul style="list-style-type: none"> • One (1) TSI 2-day support trip per year for the purpose of customer training, software upgrade, or related O&M services. 	

TABLE 3C below provides a detailed outline of the three severity levels, TSI initial "Response Times" associated with acknowledgement of the issue and assignment to a support engineer for investigation, and a general "Response Priority" statement of service.

TABLE 3C: Software Warranty Severity Definitions and Response Level

Severity Level	Definition & Classification of Severity Level [Examples Only]	Initial TSI Response Time	Response Priority
S1	<ul style="list-style-type: none"> Video recording of video archiving has failed, and there is no reasonable work around available. 	Same Business Day	TSI highest priority. Assignment to TSI engineer for immediate investigation. Resolution (fix) will be released in special Patch Release version as soon as fix is tested.
S2	<ul style="list-style-type: none"> Archived video retrieval from server has failed, but the video exists on the longer-term storage. 	Next Business Day	TSI high priority. Assigned to TSI engineer for immediate investigation (only behind any S1 issues being handled). TSI and End User Customer will corporately determine if fix will be released as Patch Release, or in next Minor/Major release.
S3	<ul style="list-style-type: none"> Software feature is not functioning but does not affect the day-to-day operation of the system. This severity level may also include user training issues. 	Third Business Day	TSI lowest priority. Assigned to TSI engineer for investigation when possible. Fix will be included as part of next Minor/Major release.

Schedule A: Arlington Transit (ART), Arlington, VA

Specific Warranty and O&M Offerings

This section provides details for the specific warranty and O&M offerings/pricing associated with the Arlington Transit (ART) extended warranty offering.

1. Warranty Term: Quote provided on September 22, 2022 for up to five additional years of extended Warranty and O&M Support. (See quote in file name "5 Year Contract Extension Quote.pdf" for detail on quoted prices).
2. Scope: TSI shall provide all "TSI Gold Level Warranty and O&M Services" as outlined in this plan document for all:
 - a. ART owned TSI hardware for entire fleet
 - b. ART owned TSI NexView Server and Client software
 - c. TSI User's Documentation
 - d. ART owned TSI NexView-Pro Software License (only if ART selects the TSI-Pro option)
3. Pricing: Extended Warranty Pricing per "5 Year Contract Extension Quote.pdf" quote. All fees due and payable at start of coverage period.

EXHIBIT B
CONTRACTOR PRICING



QUOTE

FROM: Attention Name: John White
 Company Name: Transit Solutions, LLC (DBA: TSI Video)
 Street Address: 525 W. New Castle St., Suite 1
 City, State, Zip: Zelenople, PA 16063
 Email: john.white@tsivideo.com
 Phone: 724-473-0336 x110
 Fax: 724-473-0346

DATE: September 22, 2022

TO: Attention Name: Tom Scherer
 Company Name: Arlington Regional Transit (ART)
 Phone: 703-228-3281
 Email: tscherer@arlingtonva.us

QUOTE BY	DESCRIPTION OF JOB	SHIPPING METHOD	SHIPPING TERMS	PAYMENT TERMS
John White	TSI Extended Warranty, Software Support, and Component Pricing For 5 Year Contract Extension	Ground	FOB Origin	Net 30 Days

FY 2024 EXTENDED GOLD LEVEL WARRANTY (10/1/2023 - 9/30/2024)

TSI PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED PRICE
WARR-EXT-FY24	FY 2024 Fleet Hardware Warranty For ART (10/1/2023 - 9/30/2024) [NOTE: Discount on fleet price due to New Flyer 2019 and New Flyer 2022 buses carrying an existing warranty until 11/30/2024]]	\$14,520.00	1	\$ 14,520.00
NEXVIEW-125-SUP	TSI NexView Video Review and Management Software Annual Support (Up to 125 vehicles).	\$7,500.00	1	\$ 7,500.00
TOTAL:				\$ 22,020.00

FY 2025 EXTENDED GOLD LEVEL WARRANTY (10/1/2024 - 9/30/2025)

TSI PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED PRICE
WARR-EXT-FY25	FY 2025 Fleet Hardware Warranty For ART (10/1/2024 - 9/30/2025) [NOTE: Discount on fleet price due to New Flyer 2019 and New Flyer 2022 buses carrying an existing warranty until 11/30/2024]]	\$24,938.00	1	\$ 24,938.00
NEXVIEW-125-SUP	TSI NexView Video Review and Management Software Annual Support (Up to 125 vehicles)	\$7,500.00	1	\$ 7,500.00
TOTAL:				\$ 32,438.00

FY 2026 EXTENDED GOLD LEVEL WARRANTY (10/1/2025 - 9/30/2026)

TSI PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED PRICE
WARR-EXT-FY26	FY 2026 Fleet Hardware Warranty For ART (10/1/2025 - 9/30/2026)	\$28,236.00	1	\$ 28,236.00
NEXVIEW-125-SUP	TSI NexView Video Review and Management Software Annual Support (Up to 125 vehicles)	\$7,500.00	1	\$ 7,500.00
TOTAL:				\$ 35,736.00

FY 2027 EXTENDED GOLD LEVEL WARRANTY (10/1/2026 - 9/30/2027)

TSI PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED PRICE
WARR-EXT-FY27	FY 2027 Fleet Hardware Warranty For ART (10/1/2026 - 9/30/2027)	\$29,640.00	1	\$ 29,640.00
NEXVIEW-125-SUP	TSI NexView Video Review and Management Software Annual Support (Up to 125 vehicles)	\$7,500.00	1	\$ 7,500.00
TOTAL:				\$ 37,140.00

FY 2028 EXTENDED GOLD LEVEL WARRANTY (10/1/2027 - 9/30/2028)

TSI PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED PRICE
WARR-EXT-FY28	FY 2028 Fleet Hardware Warranty For ART (10/1/2027 - 9/30/2028)	\$31,122.00	1	\$ 31,122.00
NEXVIEW-125-SUP	TSI NexView Video Review and Management Software Annual Support (Up to 125 vehicles)	\$7,500.00	1	\$ 7,500.00
TOTAL:				\$ 38,622.00

HARDWARE COMPONENT QUOTE (5 Year Contract Period)

TSI PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED PRICE
NEX-NVR	TSI Nexus-NVR Network Video Recorder	\$2,500.00	1	\$ 2,500.00
SSD-NEX-4TB	TSI 4TB Removable Solid State Drive (SSD)	\$980.00	1	\$ 980.00
NEX-PWR-DIS-005	Power Distribution Pigtail/Harness for Nexus-NVR	\$66.00	1	\$ 66.00
TSIP-17	TSI Slim Line Interior 3MP IP Camera with IR Illumination	\$242.00	1	\$ 242.00
TSIP-18	TSI Slim Line Exterior 3MP IP Camera with IR Illumination	\$255.00	1	\$ 255.00
BRK-UNIV-MNT	TSI Universal Front Camera Mount For TSIP-17	\$147.00	1	\$ 147.00
ACC-00002	TSI 4 Color LED Status Module	\$80.00	1	\$ 80.00
ACC-03-RJ45	TSI Garmin GPS-16X Receiver With RJ45	\$138.00	1	\$ 138.00
ACC-00005-V1	TSI TransView Event Button/Switch	\$50.00	1	\$ 50.00
WLS-601	TSI 802.11ac Wireless Access Point (AP)	\$456.00	1	\$ 456.00
WLS-601-BRK	TSI Bracket For WLS-601 Wireless AP	\$26.00	1	\$ 26.00
WLS-402	TSI 802.11ac Dual Lead Wireless Antenna	\$234.00	1	\$ 234.00

OPTION: TSI NEXVIEW-PRO: ALL PRO FEATURES SERVER & VEHICLE SUBSCRIPTION LICENSE (5 YEARS).

[NOTE: NexView Software Subscription License Only. Does Not Include:
 - Cellular Mobile Router Hardware (to be purchased/supplied/installed separately by customer)
 - Door Open/Close Discrete Signal Wiring For Passenger Count Validation Feature. (to be purchased/supplied/installed separately by customer.)]

TSI PART #	DESCRIPTION	UNIT PRICE (PER YEAR)	# YEARS	EXTENDED PRICE
NEXVIEW-PRO-SVR-UNL-EXT	TSI NexView-Pro - All Pro Features Server and Vehicles Subscription License (Fleet).	\$12,250.00	5	\$ 61,250.00
TOTAL:				\$ 61,250.00

Pricing Per Additional On-site Visit (If Needed)



Quote

FROM: Name: Troy Whitesel
 Company: TSI Video
 Address: 525 W. New Castle St.
 City/State/Zip: Zelenople, PA 16063
 Phone: 724-473-0336 x116
 Email: troy.whitesel@tsivideo.com
 FAX: 724-473-0346

Quote Date: September 5, 2023
 Quote Expiration: December 4, 2023

TO: Name: Joshua Drucker
 Company: Arlington County
 Phone: (571) 232-7262
 Email: jdrucker@arlingtonva.us

QUOTE BY	DESCRIPTION OF JOB	SHIPPING METHOD	SHIPPING TERMS	PAYMENT TERMS
Troy Whitesel	TSI Quote for (5) Annual Service Trips with Training.	Ground	FOB Origin	Net 30 Days
TSI PART NUMBER	DESCRIPTION	UNIT PRICE	QTY	EXTENDED PRICE
LBR-FLD-ENG-1	Year (1) Annual TSI Service Visit and Training. (Includes Labor, Hotel, Rental Car and Meals) 5-days.	\$ 4,600.00	1	\$ 4,600.00
TSI PART NUMBER	DESCRIPTION	UNIT PRICE	QTY	EXTENDED PRICE
LBR-FLD-ENG-2	Year (2) Annual TSI Service Visit and Training. (Includes Labor, Hotel, Rental Car and Meals) 5-days.	\$ 4,784.00	1	\$ 4,784.00
TSI PART NUMBER	DESCRIPTION	UNIT PRICE	QTY	EXTENDED PRICE
LBR-FLD-ENG-3	Year (3) Annual TSI Service Visit and Training. (Includes Labor, Hotel, Rental Car and Meals) 5-days.	\$ 4,975.00	1	\$ 4,975.00
TSI PART NUMBER	DESCRIPTION	UNIT PRICE	QTY	EXTENDED PRICE
LBR-FLD-ENG-4	Year (4) Annual TSI Service Visit and Training. (Includes Labor, Hotel, Rental Car and Meals) 5-days.	\$ 5,174.00	1	\$ 5,174.00
TSI PART NUMBER	DESCRIPTION	UNIT PRICE	QTY	EXTENDED PRICE
LBR-FLD-ENG-5	Year (5) Annual TSI Service Visit and Training. (Includes Labor, Hotel, Rental Car and Meals) 5-days.	\$ 5,381.00	1	\$ 5,381.00
Total Costs for 5 Annual Service and Training Trips:				\$ 24,914.00
NOTES				
1. Base Warranty - 2 Years Gold Level.				
2. Shipping not included. Will prepay shipping and add to invoice				
3. Sales tax not included. If not tax exempt, sales tax will be prepaid and added to invoice.				