

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

CONTRACT AWARD COVERPAGE

TO: Cubic Transportation Systems, Inc.	DATE ISSUED:	December 24, 2020
5650 Kearny Mesa Road	CONTRACT NO:	22-DES-R-367
San Diego, California 92111	CONTRACT TITLE:	Next Generation Bus Farebox System

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. 22-DES-R-367 including any attachments or amendments thereto.

EFFECTIVE DATE: 8/25/2021

EXPIRES: December 23, 2023

RENEWALS: one (1) option period of five (5) years, with ten (10) one-year renewals remaining.

COMMODITY CODE(S): 55700

LIVING WAGE: N

ATTACHMENTS:

AGREEMENT No. 22-DES-R-367

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: Kathleen Regn, Sr. Contracts Manager **VENDOR TEL. NO.:** (858) 627-4589

EMAIL ADDRESS: Kathleen.Regn@cubic.com

COUNTY CONTACT: Ryan Jones, DES-TP&O **COUNTY TEL. NO.:** (703) 228-7547

COUNTY CONTACT EMAIL: rtjones@arlingtonva.us

PURCHASING DIVISION AUTHORIZATION

TOMEKA D. PRICE Title **PROCUREMENT OFFICER** Date 8/25/2021

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

RIDER AGREEMENT NO. 22-DES-R-367

THIS AGREEMENT (hereinafter "Agreement") is made, on 8/25/2021, between Cubic Transportation Systems, Inc. ("Contractor"), a California corporation with a place of business at 5650 Kearny Mesa Road, San Diego, California 92111 authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, and:

Exhibit A – WMATA FCPPM200214 – W01 Regional Partners’ Rider Participation Agreement and Order Form
[Washington Metropolitan Area Transit Authority Contract No. FCPPM200214-W01 incorporated by reference](#)

This Agreement is a rider to an original contract awarded by Washington Metropolitan Area Transit Authority (WMATA) and extended by the Contractor to the County with the same terms and conditions as the original agreement executed as a result of a competitive solicitation issued by WMATA. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall 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 of them has made any representation or promise with respect to the parties’ agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor’s provision of goods and services for the County ("Work") shall commence on 8/25/2021 and shall be completed no later than December 23, 2023 ("Contract Term"), subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No aspect of the Work shall be deemed complete until it is accepted by the County’s Project Officer.

Upon satisfactory performance by the Contractor, the County may elect to renew this Agreement under the same contract terms for one (1) option period of five (5) years from December 24, 2023, to December 23, 2028, with ten (10) one-year renewal periods from December 24, 2028, to December 23, 2038 ("Subsequent Contract Term").

3. PAYMENT

Payment will be made by the County to the Contractor within forty-five (45) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work

performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

4. SCOPE OF WORK

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter “the Work”). The primary purpose of the Work is to furnish Next Generation Bus Farebox System for the Regional SmarTrip Program.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of the Work.

5. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer (“Project Officer”) who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

6. COUNTY PURCHASE ORDER REQUIREMENT

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

7. NON-APPROPRIATION

All funds for 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. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County’s written notice.

8. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

9. NOTICES

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

TO THE CONTRACTOR:

Kathleen Regn
Cubic Transportation Systems, Inc.
5650 Kearny Mesa Road
San Diego, California 92111
Email: Kathleen.Regn@cubic.com

TO THE COUNTY:

Ryan Jones, Project Officer
Arlington County, Virginia
DES – Transit Planning and Operations
2100 Clarendon Boulevard, Suite 900
Arlington, Virginia 22201

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

10. 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.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

CUBIC TRANSPORTATION SYSTEMS, INC.

AUTHORIZED SIGNATURE: DocuSigned by:
Dr. Sharon T. Lewis
89B86B1AD301462...

AUTHORIZED SIGNATURE: DocuSigned by:
Kathleen Regn
52C1A8690730409...

NAME: DR. SHARON T. LEWIS

NAME: Kathleen Regn

TITLE: PURCHASING AGENT

TITLE: Sr. Contracts Manager

DATE: 8/25/2021

DATE: 8/25/2021

WMATA Contract FCPPM200214-W01, Regional Partners' Participation Agreement and Order Form

WMATA FCPPM200214-W01 Regional Partners' Rider Participation Agreement and Order Form

This Participation and Order Form Agreement (Order) is made by and between Cubic Transportation Systems, Inc., a California Corporation with its registered offices at 9233 Balboa Avenue, San Diego, CA 92123 (Cubic) and Washington Metropolitan Area Transit Authority's (WMATA's) Regional Partner, the County Board of Arlington County, Virginia located at 2100 Clarendon Boulevard, Suite 900, Arlington, Virginia 22201. This Agreement will be effective as of the date last signed by the parties (Effective Date).

Whereas, Cubic is under contract (FCPPM200214-W01) with WMATA for the Firm Fixed Price development, production, and installation of new Bus Fast Fare Fareboxes and new Validators, including the most up to date Tri-Readers, into their bus fleet, and

Whereas, WMATA Regional Partners have rights to utilize contract FCPPM200214-W01 and may purchase such hardware equipment and installation services under the same WMATA Contract, and

Whereas, Regional Partner desires to purchase new bus fare collection equipment from Cubic, utilizing all elements of contract FCPPM200214-W01.

Now therefore, the parties agree as follows:

Cubic agrees to sell, and Regional Partner agrees to purchase in accordance with the terms and conditions of Contract FCPPM200214-W01 between Cubic and WMATA dated December 24, 2020 as though Regional Partner stood in the place of WMATA under Contract FCPPM200214-W01 with all the terms and conditions of such contract having full force and effect between the parties. All the terms and conditions of Contract FCPPM200214-W01 are hereby incorporated herein with full force and effect except as modified within this Order. Pricing for the new bus fare collection equipment will be in accordance with Exhibit A to this Order.

Added information to consider while placing orders.

1. The bus fare collection system will operate seamlessly with the following three farebox configurations:
 - a. Legacy Fareboxes – the current Odyssey configuration
 - b. DCU Fareboxes – the current WIN10 tablet-based solution
 - c. New Fareboxes – sold under this contract.

2. The farebox installation position shall be:
 - a. installed on each bus, adjacent to the bus operator and in proximity of the front entrance door,
 - b. such that all required maintenance functions can be performed,
 - c. such that easy access is available to the farebox cashbox for removal.

WMATA Contract FCPPM200214-W01, Regional Partners' Participation Agreement and Order Form

3. Any changes to the current (farebox installation) layout must be approved by WMATA. Current approval is as follows:
 - a. Height from the floor: 32.5", 36", and/or 41"
 - b. Cabinet and Fare Collection Unit Footprint: 10.5"x11.5"
 - c. DCU Mounting Arm Length: 3.5", 5.6", and/or 9.1"

Note that, to avoid confusion in ordering, all three lengths of the various DCU Mounting Arms will be in each kit.

4. Rear-door boarding whether at a second or third (articulated bus) door is available through purchase of additional validator kits that can be mounted at entrance door points inside the bus.

5. Quantities Available for Order.
 Minimum Quantities: Equipment may be placed on order at any time with a minimum of ten (10) units. Orders from Regional Partners can be combined to meet the minimum. In the event of a combined order Regional Partners must provide delivery/shipment priorities.

6. To support both Odyssey and FastFare fareboxes, the vaults, probes, and cashbox ID computers must be replaced. The older design of the vault does not support the new FastFare cash boxes while the new vaults support mixed fleet of both Odyssey and FastFare. The Cashbox ID controller replaces the Cashbox ID computer and can connect to two (2) vaults. The garage data computer minimum configuration requirements are below. If the current system meets these specifications, the hardware can be reused.

Garage Computer minimum Configuration Requirements	
Computer Processing Unit (CPU):	Multi Core Processor with clock speed over 3.3 GHz.
Memory Total Capacity:	16 GB
Hard Drive Capacity:	Two 1 Terabyte (TB) Hard Drives in a RAID-1 configuration
Operating System:	Windows 10/ Windows Server 2019 Standard

7. A Ship to/Mark for including phone number is required for all orders to facilitate successful deliveries.

**WMATA Contract FCPPM200214-W01,
Regional Partners' Participation Agreement and Order Form**

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative.

Cubic Transportation Systems, Inc.

**The County Board of Arlington County, Virginia
(Regional Partner)**

DocuSigned by:
By: Kathleen Regn
52C1A8690730409...
Name: Kathleen Regn
Title: Sr. Contracts Manager
Date: 8/25/2021

DocuSigned by:
By: Dr. Sharon T. Lewis
89B86B1AD301462...
Name: Dr. Sharon T. Lewis
Title: Purchasing Agent
Date: 8/25/2021

**WMATA Contract FCPPM200214-W01,
Regional Partners' Participation Agreement and Order Form**

Exhibit A

Order Qty Price Break	Purchase with WMATA Production Lot (All order must be placed by August 16, 2021)							Prices for orders Aug 17, 2021 - June 30, 2022	
	5	10	20	50	100	500	1000	100	10
Equipment (Farebox)	\$ 14,225	\$ 14,225	\$ 14,225	\$ 14,225	\$ 14,225	\$ 14,225	\$ 14,225	\$ 16,135	\$ 16,135
Installation (Farebox)	\$ 5,865	\$ 3,203	\$ 1,981	\$ 1,398	\$ 1,259	\$ 1,154	\$ 1,147	\$ 1,259	\$ 3,203
DCU	\$ 5,135	\$ 5,135	\$ 5,135	\$ 5,135	\$ 5,135	\$ 5,135	\$ 5,135	\$ 5,839	\$ 6,256
Installation (DCU)	\$ 3,725	\$ 2,015	\$ 1,160	\$ 647	\$ 476	\$ 354	\$ 351	\$ 476	\$ 2,015
Front Validator (with TR4 Embedded)	\$ 2,603	\$ 2,603	\$ 2,603	\$ 2,603	\$ 2,603	\$ 2,603	\$ 2,603	\$ 3,178	\$ 5,976
Installation (Front Validator kit)	\$ 7,689	\$ 6,407	\$ 5,874	\$ 2,698	\$ 2,613	\$ 2,532	\$ 2,511	\$ 2,613	\$ 6,407
Vault and Cashbox Receiver	\$ 58,330	\$ 58,330	\$ 58,330	\$ 58,330	\$ 58,330	\$ 58,330	\$ 58,330	\$ 58,330	\$ 58,330
Probing Wand and Interface	\$ 7,465	\$ 7,465	\$ 7,465	\$ 7,465	\$ 7,465	\$ 7,465	\$ 7,465	\$ 7,465	\$ 7,465
Installation at Garage (# of garages)	\$ 11,605	\$ 11,605	\$ 11,605	\$ 11,605	\$ 11,605	\$ 11,605	\$ 11,605	\$ 11,605	\$ 11,605
Electronic Key	\$ 1,335	\$ 1,335	\$ 1,335	\$ 1,335	\$ 1,335	\$ 1,335	\$ 1,335	\$ 1,335	\$ 1,335
Mobile Probing and Vault	\$ 31,091	\$ 31,091	\$ 31,091	\$ 31,091	\$ 31,091	\$ 31,091	\$ 31,091	\$ 31,091	\$ 31,091
Portable Probing	\$ 6,678	\$ 6,678	\$ 6,678	\$ 6,678	\$ 6,678	\$ 6,678	\$ 6,678	\$ 6,678	\$ 6,678
Vault & Probing Wand for Lab	\$ 65,794	\$ 65,794	\$ 65,794	\$ 65,794	\$ 65,794	\$ 65,794	\$ 65,794	\$ 65,794	\$ 65,794
Electronic Key Programing Device	\$ 4,370	\$ 4,370	\$ 4,370	\$ 4,370	\$ 4,370	\$ 4,370	\$ 4,370	\$ 4,370	\$ 4,370
Garage Computers (or GC Servers)	\$ 34,519	\$ 34,519	\$ 34,519	\$ 34,519	\$ 34,519	\$ 34,519	\$ 34,519	\$ 34,519	\$ 34,519
GCS Installation	\$ 3,710	\$ 3,710	\$ 3,710	\$ 3,710	\$ 3,710	\$ 3,710	\$ 3,710	\$ 3,710	\$ 3,710
Equipment (Validator 2 Rear Door)	\$ 2,603	\$ 2,603	\$ 2,603	\$ 2,603	\$ 2,603	\$ 2,603	\$ 2,603	\$ 3,178	\$ 5,976
Mounting (Rear door)	\$ 605	\$ 605	\$ 605	\$ 605	\$ 605	\$ 605	\$ 605	\$ 620	\$ 1,919
Installation (Rear door kit)	\$ 6,190	\$ 3,528	\$ 2,306	\$ 1,573	\$ 1,372	\$ 1,240	\$ 1,218	\$ 1,372	\$ 3,528
Program Management*	\$ 1,441	\$ 1,136	\$ 885	\$ 694	\$ 543	\$ 170	\$ 134	\$ 545	\$ 5,447
* NOTE: Program Management order quantity must be equal to Equipment (Farebox) order quantity.									