



RESOLUTION NO. U-11023

1 A RESOLUTION related to the purchase of materials, supplies, equipment
2 and the furnishing of services; authorizing the City officials to enter into
3 contracts and, where specified, waive competitive bidding requirements,
4 authorize sale of surplus property, or increase or extend existing
agreements.

5 WHEREAS the City of Tacoma, Department of Public Utilities, requested
6 bids/proposals for the purchase of certain materials, supplies, equipment and/or
7 the furnishing of certain services, or proposes to purchase off an agreement
8 previously competitively bid and entered into by another governmental entity, or
9 for the sales of surplus, or desires to increase and/or extend an existing
10 agreement, all as explained by the attached Exhibit "A," which by this reference
11 is incorporated herein, and
12

13 WHEREAS in response thereto, bids/proposals (or prices from another
14 governmental agreement) were received, all as evidenced by Exhibit "A," and
15

16 WHEREAS the Board of Contracts and Awards and/or the requesting
17 division have heretofore made their recommendations, which may include
18 waiver of the formal competitive bid process because it was not practicable to
19 follow said process, or because the purchase is from a single source, or there is
20 an emergency that requires such waiver, and/or waiver of minor deviations, and
21 in the case of sale of surplus, a declaration of surplus has been made certifying
22 that said items are no longer essential for continued effective utility service, as
23 explained in Exhibit "A," and
24
25
26



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

WHEREAS the Director requests authorization, pursuant to

TMC 1.06.269 A, to amend contract amounts up to \$200,000 and to approve term extensions and renewals for all items contained in Exhibit "A;" Now, therefore,

BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:

That the Public Utility Board of the City of Tacoma hereby concurs and approves the recommendations of the Board of Contracts and Awards and/or the requesting division, and approves, as appropriate: (1) the purchase and/or furnishing of those materials, supplies, equipment or services recommended for acceptance; (2) the sale of surplus materials, supplies or equipment recommended for acceptance; (3) the Interlocal agreement that authorizes purchase off another governmental entity's contract; (4) the increase and/or extension of an existing agreement, and said matters may include waiver of the formal competitive bid process and/or waiver of minor deviations, all as set forth on Exhibit "A," and authorizes the execution, delivery and implementation of appropriate notices, contracts and documents by the proper officers of the City for said transactions, and (5) the administrative authority of the Director, per TMC 1.06.269 A., to amend contract amounts up to \$200,000 and to approve term extensions and contract renewals for all items in Exhibit "A."

Approved as to form and legality:

Z C Powell
Chief Deputy City Attorney

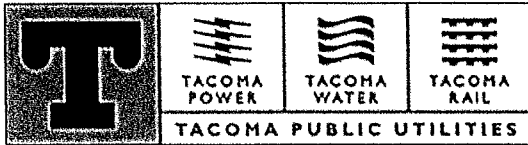
Chair

Secretary

Clerk

Adopted _____

RESOLUTION NO.: U-11023
 ITEM NO.: #1
 MEETING DATE: SEPTEMBER 12, 2018



TO: Board of Contracts and Awards

FROM: Chris Robinson, Power Superintendent, Tacoma Power
 Chris Mattson, Generation Manager, Tacoma Power
 Sharon Roach, P.E., Power Engineer IV, Plant Engineering

COPY: Public Utility Board, Director of Utilities, Board Clerk, SBE Coordinator, LEAP Coordinator, Terry Ryan/Plant Engineering and Joseph Parris/Finance-

SUBJECT: Alder Powerhouse Pipe and Penstock Painting
 Request for Bids Specification No. PG18-0248F, Contract No. 4600013426 –
 September 12, 2018

DATE: August 30, 2018

RECOMMENDATION SUMMARY:

Tacoma Power recommends a contract be awarded to **Long Painting Company, Kent, WA**, for the painting portions of the Alder Powerhouse pipes, penstocks and appurtenant structures, in the amount of \$288,153.65, plus any applicable taxes.

BACKGROUND:

The purpose of the project is to maintain the Alder Powerhouse facility for continued, safe operation.

ISSUE: The high-humidity environment and normal wear-and-tear has led to corrosion on various pipes, the penstocks, scroll case access points, draft tube access points, the river outlet valve and appurtenant structures. These metal components, together, function to move water through the generators at the Alder Powerhouse. These metal surfaces are due for repainting which will prolong their service life and maintain the powerhouse's reliability.

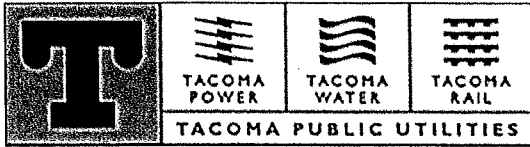
ALTERNATIVES:

Replace Metal Pieces- This option would entail replacement of corroded metal pieces with new metal pieces. While replacement of some may make sense (i.e. small diameter pipes); it is not recommended for the pieces included in the scope. Many of the metal pieces included in this scope are encased in the powerhouse concrete structure. Removing the pieces and reinstalling new pieces would also require an extensive remodel of the entire plant. This alternative is not attractive because the old pieces still have useful life left, the opportunity cost of generation and replacement cost would be prohibitive.

Do Nothing- This option would entail not maintaining the metal pieces and allowing them to continue to corrode. This option is not attractive because it reduces the overall reliability of the powerhouse over time, increases the probability of a long-term forced outage, and increases the probability of future non-compliance with regulatory agencies.

COMPETITIVE SOLICITATION:

Request for Bids (RFB) Specification No. PG18-0248F was opened August 14, 2018. Through the normal advertising of the project six companies downloaded the specification material prior to the pre-bid date and two companies attended site visits. One submittal was received.



<u>Respondent</u>	<u>Location</u> <i>(city and state)</i>	<u>Submittal</u> <u>Amount</u>	<u>Evaluated</u> <u>Submittal</u>
Long Painting Co.	Kent, WA	\$288,153.65	\$288,153.65

Pre-bid Estimate: \$290,000-336,000.
The recommended award is 0.7 percent below the pre-bid estimate.

CONTRACT HISTORY: New Contract

SBE/LEAP COMPLIANCE: The recommended contractor is in compliance with the Small Business Enterprise (SBE) Regulation requirements per memorandum dated August 17, 2018. The SBE goal for this project is zero (0) percent. The SBE participation level of the recommended contractor is zero (0) percent. Long Painting Co. submitted the lowest evaluated bid per the SBE Regulation requirements. The Local Employment and Apprenticeship Training Program (LEAP) goal is not applicable.

FISCAL IMPACT:

EXPENDITURES:

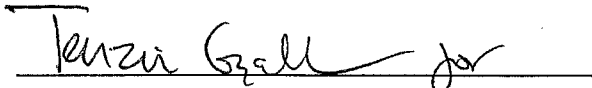
FUND NUMBER & FUND NAME	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
4700- Power Fund 2017/18	10000106586		\$288,153.65
TOTAL			\$288,153.65

REVENUES:


FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
N/A			
TOTAL			

FISCAL IMPACT TO CURRENT BIENNIAL BUDGET: \$288,153.65

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? YES


Chris Robinson, Power Superintendent

APPROVED:


Jackie Flowers, Director of Utilities

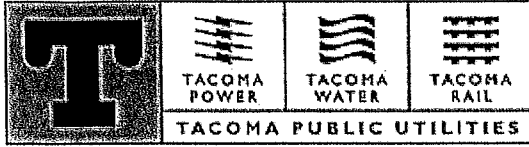


EXHIBIT "A"

RESOLUTION NO.: U-11023

ITEM NO.: #2

MEETING DATE: SEPTEMBER 12, 2018

TO: Board of Contracts and Awards
FROM: Dale King, Superintendent, Tacoma Rail
 Kyle Kellem, Roadmaster, Tacoma Rail *KK*
COPY: Public Utility Board, Director of Utilities, Board Clerk, SBE Coordinator, LEAP Coordinator, and Seth Hartz, Finance/Purchasing
SUBJECT: Tideland & Capital Division Track Maintenance
 Request for Bids Specification No. TR18-0094F - September 12, 2018
DATE: August 28, 2018

RECOMMENDATION SUMMARY:

Tacoma Rail recommends a contract be awarded to **Coast Rail, Inc., Tacoma, WA**, for on-call railroad track maintenance services, in the amount of \$775,630.00, plus any applicable taxes, for an initial contract term of three (3) years with the option to renew for an additional one-year renewal period, for a projected contract amount of \$1,034,173.00, plus any applicable taxes.

BACKGROUND:

This contract is for on-call railroad track maintenance and emergency repair services on the Tidelands and Capital Division rail lines as directed by Tacoma Rail.

ALTERNATIVES: Contract supplements existing Tacoma Rail staff and equipment resources to ensure operational continuity.

COMPETITIVE SOLICITATION:

Request for Bid Specification No. TR18-0094F was opened August 21, 2018. Four companies were invited to bid in addition to normal advertising of the project. Two submittals were received. The table below reflects the amount of the initial contract term.

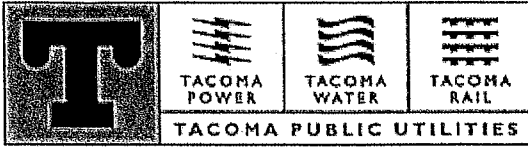
<u>Respondent</u>	<u>Location</u> <i>(city and state)</i>	<u>Submittal</u> <u>Amount</u>	<u>Evaluated</u> <u>Submittal</u>
Coast Rail, Inc.	Burley, WA	\$775,630.00	\$775,630.00
RailWorks Track Systems, Inc.	Chehalis, WA	\$863,677.00	\$863,677.00

Pre-bid Estimate: \$775,000.00

The recommended award is .08 percent above the pre-bid estimate.

CONTRACT HISTORY: New contract.

SBE/LEAP COMPLIANCE: Small Business Enterprise (SBE) is not applicable. No bids were received from Small Business Enterprise (SBE) contractors for this Single Trade project. The Local Employment and Apprenticeship Training Program (LEAP) goal is 763 hours.



FISCAL IMPACT:

EXPENDITURES:

FUND NUMBER & FUND NAME *	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
4500 Tacoma Rail *	592302	5320100	\$775,630.00
TOTAL			\$775,630.00

* Excludes applicable sales tax

REVENUES:

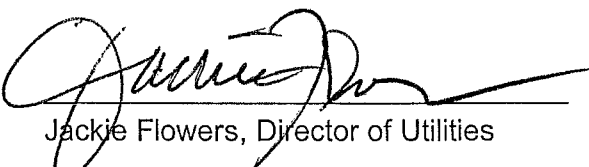
FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
N/A			
TOTAL			

FISCAL IMPACT TO CURRENT BIENNIAL BUDGET: \$65,000 ESTIMATED AMOUNT FOR PERIOD 10/1/2018 THROUGH 12/31/2018. ANTICIPATED CONTRACT EXPENDITURES FOR THE FUTURE BIENNIAL CYCLE WILL BE BUDGETED AND ARE EXPECTED TO BE COVERED BY OPERATING REVENUES.

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes.

APPROVED:


 Dale King, Rail Superintendent


 Jackie Flowers, Director of Utilities

TABULATION OF BIDS

BID NO: TR 18-0094F

OPENING DATE: August 21, 2018

QUANTITY	DESCRIPTION	PURCHASE ORDER NUMBER:		ESTIMATED DELIVERY (TAX RATE):	RailWorks		10.10%	0.0%	0.0%	0.0%	#VALUE!	#VALUE!	#VALUE!	#VALUE!
		VENDOR:	LOCATION:		Coast Rail	Chehalis, WA								
	ALL PRICES QUOTED TO BE F.O.B. DESTINATION, FREIGHT ALLOWED													
1 Ea	SWPPP (Storm Water) Lump Sum				\$1,500.00		\$587.00							
1300 Hr	Foreman, straight pay	\$84.00			\$109,200.00	\$100.00	\$130,000.00				\$0.00	\$0.00	\$0.00	\$0.00
75 Hr	Foreman, overtime	\$126.00			\$9,450.00	\$140.00	\$10,500.00				\$0.00	\$0.00	\$0.00	\$0.00
20 Hr	Foreman, double time	\$168.00			\$3,360.00	\$190.00	\$3,800.00				\$0.00	\$0.00	\$0.00	\$0.00
1550 Hr	Power Equipment Operator, straight pay	\$81.00			\$125,550.00	\$93.00	\$144,150.00				\$0.00	\$0.00	\$0.00	\$0.00
75 Hr	Power Equipment Operator, overtime	\$121.50			\$9,112.50	\$136.00	\$10,200.00				\$0.00	\$0.00	\$0.00	\$0.00
20 Hr	Power Equipment Operator, double time	\$162.00			\$3,240.00	\$178.00	\$3,560.00				\$0.00	\$0.00	\$0.00	\$0.00
1650 Hr	Laborer, straight time	\$67.00			\$110,550.00	\$73.00	\$120,450.00				\$0.00	\$0.00	\$0.00	\$0.00
75 Hr	Laborer, overtime	\$100.50			\$7,537.50	\$106.00	\$7,950.00				\$0.00	\$0.00	\$0.00	\$0.00
20 Hr	Laborer, double time	\$134.00			\$2,680.00	\$136.00	\$2,720.00				\$0.00	\$0.00	\$0.00	\$0.00
150 Hr	Ballast Regulator	\$40.00			\$6,000.00	\$80.00	\$12,000.00				\$0.00	\$0.00	\$0.00	\$0.00
350 Hr	Backhoe	\$30.00			\$10,500.00	\$45.00	\$15,750.00				\$0.00	\$0.00	\$0.00	\$0.00
20 Hr	Forklift	\$10.00			\$200.00	\$35.00	\$700.00				\$0.00	\$0.00	\$0.00	\$0.00
1500 Hr	Pickup Truck	\$15.00			\$22,500.00	\$20.00	\$30,000.00				\$0.00	\$0.00	\$0.00	\$0.00
300 Hr	Tamper/Switch Tamper	\$50.00			\$15,000.00	\$80.00	\$24,000.00				\$0.00	\$0.00	\$0.00	\$0.00
1500 Hr	Misc Track Tools	\$12.00			\$18,000.00	\$8.00	\$12,000.00				\$0.00	\$0.00	\$0.00	\$0.00
100 Hr	Truck Rental, flatbed trailer	\$50.00			\$5,000.00	\$32.00	\$3,200.00				\$0.00	\$0.00	\$0.00	\$0.00
20 Hr	Truck Driver, straight pay	\$50.00			\$1,000.00	\$42.00	\$840.00				\$0.00	\$0.00	\$0.00	\$0.00
20 Hr	Truck Driver, overtime	\$75.00			\$1,500.00	\$56.00	\$1,120.00				\$0.00	\$0.00	\$0.00	\$0.00
1500 Hr	IT 28 Loader	\$40.00			\$60,000.00	\$52.00	\$78,000.00				\$0.00	\$0.00	\$0.00	\$0.00
150 Hr	Air Compressor	\$5.00			\$750.00	\$12.00	\$1,800.00				\$0.00	\$0.00	\$0.00	\$0.00
1 Ea	Misc Track Materials (8% mark-up Coast Rail) (12% mark-up RailWorks)				\$200,000.00		\$200,000.00				\$0.00	\$0.00	\$0.00	\$0.00
1 Ea	Misc Track Equipment (8% mark-up Coast Rail) (12% mark-up RailWorks)				\$50,000.00		\$50,000.00				\$0.00	\$0.00	\$0.00	\$0.00
1 Ea	SPCC (Spill Prevention) lump sum				\$3,000.00		\$350.00				\$0.00	\$0.00	\$0.00	\$0.00
	SUBTOTAL THIS PAGE:				\$775,630.00		\$863,677.00				\$0.00	\$0.00	\$0.00	\$0.00
	SUBTOTAL PRIOR PAGES:				\$0.00		\$0.00				\$0.00	\$0.00	\$0.00	\$0.00
	SUBTOTAL:				\$775,630.00		\$863,677.00				\$0.00	\$0.00	\$0.00	\$0.00
	TERMS:				\$3,878.15	0.0%	\$0.00				\$0.00	\$0.00	\$0.00	\$0.00
	TAX:				\$78,338.63		\$87,231.38				\$0.00	\$0.00	\$0.00	\$0.00
	ACTUAL NET PRICE WITH .5% DISCOUNT:				\$850,090.48		\$950,908.38				\$0.00	\$0.00	\$0.00	\$0.00
	WITHOUT DISCOUNT:				\$853,968.63									

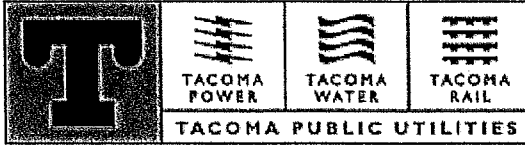


EXHIBIT "A"

RESOLUTION NO.: U-11023

ITEM NO.: #3

MEETING DATE: SEPTEMBER 12, 2018

TO: Board of Contracts and Awards
FROM: Dale W. King, Superintendent, Tacoma Rail
Alan Matheson, Asst. Superintendent, Tacoma Rail *AMM*
COPY: Public Utility Board, Director of Utilities, Board Clerk, and Richelle Krienke,
Finance/Purchasing
SUBJECT: **Wabtec Railway Electronics, Inc., Positive Train Control I-ETMS Software
License and Support Agreement**
Sole Source – September 12, 2018
DATE: August 29, 2018

RECOMMENDATION SUMMARY:

Tacoma Rail requests approval to execute a software license and support agreement with Wabtec Railway Electronics, Inc., for Positive Train Control (PTC) equipment currently installed on four (4) locomotives, in an anticipated amount of \$229,673, plus applicable taxes, for the first six (6) years.

The base fee for the first year is \$35,507 which will be adjusted annually thereafter in accordance with the change in the Consumer Price Index (CPI); support services not included in the base fee will be billed by the hour as outlined in the pricing sheet included as Exhibit A. The initial term is five (5) years, and the Agreement will automatically renew in one (1) year periods until terminated in accordance with the terms therein.

Tacoma Rail requests a waiver of competitive procurement procedures and recommends that a contract be awarded to Wabtec Railway Electronics, Inc., Germantown, MD, for proprietary software required by onboard train management computers on PTC-equipped locomotives.

BACKGROUND:

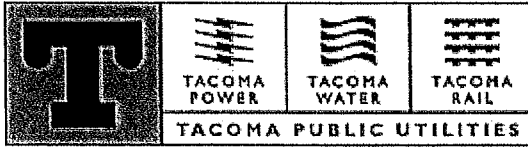
Federal Railroad Administration (FRA) regulations mandate that Positive Train Control must be installed and operational on certain segments of the national railroad system by December 31, 2018. Tacoma Rail is obligated to comply with this federal mandate on account of our freight rail service obligations over segments of track which are also traversed by regularly scheduled passenger trains.

ALTERNATIVES: No alternatives are available at this time.

COMPETITIVE ANALYSIS:

Sole source proprietary software.

CONTRACT HISTORY: New contract.



FISCAL IMPACT:

EXPENDITURES:

FUND NUMBER & FUND NAME *	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
4500 Tacoma Rail	592202	5318000	\$229,673.00
TOTAL			\$229,673.00

REVENUES:

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
N/A			
TOTAL			

FISCAL IMPACT TO CURRENT BIENNIAL BUDGET: \$8,876.75

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes.

Alan Matheson for
 Dale King, Rail Superintendent

APPROVED:

Jackie Flowers
 Jackie Flowers, Director of Utilities



City of Tacoma

Date: August 30, 2018
To: Patsy Best, Procurement and Payables Division Manager
From: Alan Matheson, Assistant Superintendent
TPU / Rail
Subject: Waiver of Competitive Solicitation Request
 Sole Source Purchase – TMC 1.06.257.A
 Not Practicable to Bid – TMC 1.06.257.B
I-ETMS On-Board Positive Train Control Software (PTC)

For your review and recommendation.

Tacoma Rail requests a waiver of the competitive solicitation process for I-ETMS On-board Positive Train Control (PTC) Software. The vendor is **Wabtec Railway Electronics, Inc., Germantown, MD.**

“Follow-on” Contracts:

Is this purchase based on a previous competitive solicitation conducted by the City or other agency? If yes, provide the contract information, specification number, etc., and explain the relationship of this request to the previous contract.

No, this Software License and Support Agreement is necessary to operate on segments of the general railroad system being equipped with PTC.

Waiver Criteria:

1. Is there only one feasible supplier of the product or service in the marketplace? Yes
If “yes”, such certification should be from the manufacturer (not the authorized distributor) and attached. The certification should describe what the product or service is and the relationship between the manufacturer and authorized distributor.

If No , briefly explain.

Sole Source documentation letter from manufacturer attached

2. Support your contention that it would be futile to advertise and competitively bid the product/service.

Software is proprietary and runs Wabtec manufactured PTC equipment installed on Tacoma Rail locomotives through a contract let by Sound Transit.

3. Describe the screening efforts made to identify potential suppliers.

This proprietary Wabtec I-ETMS software is authorized by BNSF Railway Co., to connect with their back office servers used for disptched contol of train traffic over segments of the general railroad system equipped with PTC overwhich Tacoma Rail traverses.

4. Describe any technical or unique product/service attributes that prevent drafting specifications for a competitive solicitation to which more than one supplier could successfully respond.

Federal PTC regulations require seamless interoperability of railroad equipement across the United States, this proprietary software is also being used by Sound Transit, to connect to the BNSF Railway Co., back office servers. In the context of PTC, both Tacoma Rail and Sound Transit are considered to be Tenant Railroads to BNSF Railway Co.

5. Reference the example line item in the Purchasing Policy that best fits this request.

XXI.B.2a Compatibility to a City standard or existing environment.

6. Describe the efforts made to assure that the City is receiving the lowest or best price possible.

7. Is this a one-time purchase? Yes No Total amount: \$_____, plus applicable sales tax. If "no," estimated total dollar amount over contract term as allowed per waiver of competitive solicitation procedure: \$35,507.00, plus applicable sales tax

8. Waiver includes freight and authorization for up to 10 percent contingency where a good faith estimate is provided. Any increase beyond the 10 percent contingency requires authorization.

The total amount authorized including contingency shall not exceed \$200,000 without approval by the Public Utility Board or City Council, as appropriate.

9. **Other supporting documentation attached?** Yes No

10. Funds for this purchase are available in the Rail 4500.

11. **PROJECT COORDINATOR:** Allan Matheson, Tacoma Rail, 253-502-8934

Buyer Justification Notes:

**STATEMENT OF WORK
FOR THE PROVISION OF I-ETMS® ON-BOARD AND TMDS® CAS SUPPORT SERVICES**

This Statement of Work for the Provision of I-ETMS® On-Board and TMDS® CAS Support Services (the “Support SOW”) is made this ___ day of _____, 2018 (the “Effective Date”) pursuant to the Positive Train Control General Terms and Conditions (the “GTCs”) dated June 6, 2018 by and between Wabtec Railway Electronics, Inc. (the “Provider”), and City of Tacoma, Department of Public Utilities, Beltline Division, d.b.a Tacoma Rail (the “Customer”) (each a “Party” and collectively referred to herein as the “Parties”).

WHEREAS, Provider and Customer entered into those certain contracts, as defined below, for the provision of hardware and software and similar services related to Interoperable Electronic Train Management System (collectively, “I-ETMS®”);

WHEREAS, Provider and Customer wish to enter into this Support SOW for the provision of certain ongoing maintenance and Support Services as set forth below which shall be governed by the terms and conditions of the GTCs.; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants made herein, the Parties, each intending to be legally bound, hereby agree as follows:

1.0 DEFINITIONS

Terms Defined in the GTCs
If a capitalized term is not otherwise defined in this Support SOW, then such term shall have the meaning set forth in the GTCs.

1.1 SUPPORT SOW DEFINITIONS

“Abuse Related Repairs” shall mean repairs to any Service Part or OEM Part that were subject to misuse, neglect, accident, damage, abuse, improper installation, improper testing in operation, abrasion, deterioration, or the influence of foreign matter or energy.
“Additional Fees” shall be set forth in Exhibit A, Section 2.
“Aftermarket Warranty Repairs” are defined in 7.2.3.
“Base Fee” is set forth in 2.1 .
“Base System Software Updates” shall be updates to the core processing and features of the On-Board Software that are determined by the Provider.
“BOS Community of Users” shall be the same as the On-board Community of Users.
“Business Hours” shall mean 8:00 a.m. to 5:00 p.m. Central Time excluding weekends and holidays.
“CAS Application” shall mean the CAS provided under the Software License, which shall include the Mobile Device Manager (the “MDM”).
“CAS Application Defect” shall mean a Defect, as defined below, that prevents the CAS Application from materially meeting the operational specifications as defined in the CAS Definition Documentation as listed on Exhibit E.
“CAS Application Incident” shall mean an Incident, as defined below, that is directly related to and/or directly affects the CAS Application.
“CAS Releases” shall mean both Planned CAS Releases and Unplanned CAS Releases.
“Community of Users” shall mean the On-Board Community of Users and the BOS Community of Users, collectively.
“Data/Access” shall mean that during Triage or other Support Services, the Customer and/or Customer’s Data Host Provider shall allow access to the following (i) all TMC logs as collected by Customer’s hosted MDM server; (ii) real-time selected Loco-BOS messages from the Hosted Back Office; and/or (iii) other information that is requested by the Provider as necessary to perform Support Services.
“Data Host Provider” shall mean that certain Customer-selected vendor to provide data hosting services for the provision of PTC support.
“Defect” shall mean a CAS Application Defect or an On-Board Defect.

“Definition Documentation” shall mean the On-Board Definition Documentation as defined in Exhibit D and the CAS Definition Documentation as defined in Exhibit E.

“Incident” shall mean an occurrence/observation that Customer deems is impacting the operation of its PTC Products, defined below, which has not been corroborated by Provider. It may or may not be a Defect.

“Industry Driven New Features” shall mean new On-Board Software, as defined below, and/or CAS Application, features that are necessary for interoperability that are either mandated by the Federal Railroad Administration (the “FRA”) or determined by the applicable Community of Users and Provider.

“Initial Response Period” shall mean the amount of time that elapses between the Customer issuing a Service Request, as defined below, related to an Incident and the Provider replying to the Customer with an initial acknowledgement of the Service Request.

“Joint Operations Plan” shall mean that certain document entered into between Provider and Data Host Provider for the purpose of identifying First Level Triage response responsibilities and rules of engagement between the Provider and Data Host Provider.

“Licensed Feature(s)” shall mean a Customer-requested additional feature or change to the PTC Software, defined below, that Provider deems in its discretion to be a Customer-specific and/or major change.

“Locomotive(s)” shall mean a locomotive that is part of the Customer’s fleet.

“No Trouble Found” or “NTF” shall be defined as when, during the repair of On-Board Hardware, defined below, the Provider determines in its discretion that the On-Board Hardware materially conforms to the On-Board Definition Documentation.

“OEM” shall mean original equipment manufacturer.

“OEM Parts” shall mean On-Board Hardware, as defined below.

“On-Board” shall mean the combination of both the On-Board Software, as defined below, and the On-Board Hardware, as defined below.

“On-Board Community of Users” shall mean customers who have an agreement for Support Services, as defined below, for On-Board with the Provider.

“On-Board Hardware” shall mean the I-ETMS® On-Board hardware.

“On-Board Hardware Defect” shall mean Defect in material, workmanship, or design that causes the On-Board Hardware not to materially conform to the On-Board Definition Documentation, as listed on Exhibit D.

“On-Board Hardware Incident” shall mean an Incident that is directly related to and/or directly affects the On-Board Hardware.

“On-Board Incident” shall mean an Incident that is directly related to and/or directly affects the On-Board, but it has not yet been determined whether the Incident is related to On-Board Hardware or On-Board Software.

“Software License” shall mean that certain Tenant I-ETMS® On-Board CAS and MDM Software License Agreement dated _____ between Customer and Provider.

“On-Board Releases” shall mean Planned On-Board Releases and Unplanned On-Board Releases.

“On-Board Software” shall mean the I-ETMS® On-Board software delivered under the Software License.

“On-Board Software Defect” shall mean a Defect that prevents the On-Board Software from materially meeting the operational specifications as defined in the On-Board Definition Documentation as listed on Exhibit D.

“Planned Release(s)” shall mean Planned On-Board Releases and Planned CAS Releases.

“Product Support Analyst” shall provide Second Level Triage Services (as defined in 5.1.2).

“PTC” shall mean Positive Train Control.

“PTC Products” shall mean On-Board Software, On-Board Hardware, MDM and CAS Application.

“PTC Software” shall mean the On-Board Software and the CAS Application.

“PTC Software Defect(s)” shall mean an On-Board Software Defect and/or a CAS Application Defect.

“PTC Software Definition Documentation” shall mean the On-Board Definition Documentation as defined in Exhibit D and the CAS Definition Documentation as defined in Exhibit E.

“PTC Software Release(s)” shall mean a Planned Release and/or an Unplanned Release.

“Purchase Order Information” shall mean (a) the quantity of Spares required by Customer; and (b) the required delivery date.

“Quarter” shall be defined as three-month periods, starting on the Effective Date/Anniversary Date.

“Release(s)” shall mean On-Board Releases and CAS Releases.

“Resolution” or “Resolve” shall mean a solution that renders the PTC Product in material compliance with the applicable Definition Documentation.

“Return Material Authorization Form” or “RMA” shall mean the process by which failed PTC Hardware or related parts or equipment shall be returned to the Provider for Repairs. Customer shall follow instructions in the latest version of Provider document, Positive Train Control Product Return Instructions, WPN: WI-003-00034, currently Rev. G.

“Service Part(s)” shall mean On-Board Hardware, Spares, as defined below, and parts provided in connection with Non-Warranty Repairs, as defined in 5.8.3.1.1, and manufactured by Provider.

“Service Request” shall mean a request to the Product Support Desk, defined below, from the Customer and/or Customer’s Data Host Provider that (a) contains the Service Request Information, as defined below, (b) is for Product Support Desk Services, as defined in 5.1, and (c) is communicated either by telephone at the toll-free number 1-855-479-4909, trouble ticket web application or by email to WCR-IETMSHelpDeskList@Wabtec.com.

“Service Request Information” shall mean (i) name of the individual making the request, (ii) the railway that he or she represents, and (iii) a Customer contact phone number.

“Spares” shall be defined as the parts listed on Exhibit F.

“Standard Documentation” shall mean the specific documents listed on Exhibit C. Additional publications can be added to the definition of Standard Documentation upon the written consent of the Provider.

“Subject Matter Expert” or “SME” shall mean an individual that possesses both knowledge and experience related to the On-Board.

“Support Services” shall be defined in 5.0.

“Time and Material” shall mean labor, material, profit, overhead, and related expenses.

“TPS” shall mean third party software that Provider has incorporated into the PTC Software.

“Travel Expenses” shall mean actual charges for meals, lodging, rental vehicle(s), airline tickets, and similar charges plus ten percent (10%) of the aggregate expenses.

“Unplanned Release(s)” shall be as defined in 5.6.2.2.

“Upgrade” shall mean a modification to a part or component offered by the Provider in accordance with Upgrade Services. An Upgrade shall in no event be considered part of Repairs.

“Year” shall be defined as a one (1) Year period starting on the Effective Date/Anniversary Date.

2.0

PRICING

2.1

BASE FEE

During the first Year after the Effective Date of this Support SOW, Customer shall pay Provider the initial annual base fee (the “Base Fee”) of Thirty Five Thousand Five Hundred Seven Dollars (\$35,507), in quarterly installments of Eight Thousand Eight Hundred Seventy Six Dollars and Seventy Five Cents (\$8,876.75), and, if applicable, any Additional Fees shown on Exhibit A, Section 2, which shall be paid on a quarterly basis, or as otherwise mutually agreed to by the Parties. The Base Fee covers only the specific Support Services designated as part of the Base Fee on Exhibit A, Section 1.

2.2

ESCALATION

On each anniversary of the Effective Date, the then current Base Fee and each then current Additional Fee shall each be increased in accordance with the change in Consumer Price Index (the “CPI”) from the last Anniversary Date to the current Anniversary Date.

3.0

TERM

3.1

INITIAL TERM

The initial term of this Support SOW shall commence on the Effective Date and remain in force for a period of five (5) Years unless terminated earlier in accordance with the provisions of this Support SOW or the GTCs (the “Initial Term”).

3.2

RENEWAL TERM

Unless terminated earlier in accordance with the provisions of this Support SOW or the GTCs or unless either party provides written notice of intent not to renew this Support SOW thirty (30) days prior to the expiration of the Initial Term or, if applicable, Renewal Term, this Support SOW shall automatically renew for one (1) Year periods (a “Renewal Term”) under the same terms and conditions, except the Base Fee and Additional Fees shall be increased in the manner provided in 2.2.

4.0

SCOPE EXCLUSIONS

This Support SOW only applies to Customer PTC Products. Without limitation on the foregoing sentence, this Support SOW excludes:

- a) Third party hardware not provided by the Provider;
- b) Event recorders (excluding Data Recorders);

- c) Dispatch software and hardware support; and
- d) Any field services or support, except for Optional FST Services procured per 6.0.

4.1 SOFTWARE RESTRICTIONS

For the avoidance of doubt, Provider On-Board Software can only be used on Provider-provided platforms.

5.0 SCOPE OF SERVICES – PTC PRODUCT SUPPORT SERVICES

Pursuant to the restrictions and terms set forth in this Support SOW, the Provider offers the following Support Services (the “Support Services”):

- Product Support Desk Services
- Program Management Services
- Support Engineering Services
- Defect Resolution Services
- PTC Software Support Services
- Change Management Services
- PTC Hardware Repair Services
- PTC Hardware Upgrade Services
- PTC Hardware Obsolescence

5.1 PRODUCT SUPPORT DESK SERVICES

The Product Support Desk (the “Product Support Desk”) shall provide Customer with Product Support Desk Services 24/7. The Product Support Desk shall be equipped to receive Customer Service Requests as shown in 5.1.2.2. Customer and/or Customer’s Data Host Provider shall be able to seek Second Level Triage Services and the Product Support Desk shall escalate to Third Level Triage Services for Incidents not Resolved in Second Level Triage (the “Product Support Desk Services”).

5.1.1 FIRST LEVEL TRIAGE SERVICES

5.1.1.1 FIRST LEVEL TRIAGE SERVICES PERFORMED BY CUSTOMER

First Level Triage, as defined below, shall be completed by Customer and/or their Data Host Provider pursuant to the Joint Operations Plan for all Incidents. When an Incident occurs, the Customer and/or Customer’s Data Host Provider shall troubleshoot and try to Resolve the Incident (the “First Level Triage”). If the Customer cannot Resolve the Incident, they may contact the Product Support Desk in accordance with 5.1.1.2 below to initiate Second Level Triage.

5.1.1.2 INITIATING SECOND LEVEL TRIAGE

Once First Level Triage has occurred and an Incident has not been Resolved, Customer may initiate Second Level Triage by contacting the Product Support Desk to submit a Service Request in one of the following ways:

- a) by phone at the toll-free number 1-855-479-4909,
- b) by completion of a trouble ticket web application, or
- c) by e-mail at PTCSupportDesk@Wabtec.com

5.1.2 SECOND LEVEL TRIAGE SERVICES

5.1.2.1 SECOND LEVEL TRIAGE

Second Level Triage begins once the Product Support Desk has been contacted by the Customer and the Customer has provided the necessary Data/Access related to the Incident. Once the Product Support Analyst has received all the Data/Access, they shall enter a work order ticket (the “Work Order Ticket”) and attempt to identify the cause of and Resolve the Incident or otherwise escalate the Incident in accordance with 5.1.2.2 (the “Second Level Triage”). If field services are necessary, the Product Support Analyst shall refer the Incident back to the Customer.

5.1.2.2 INITIATING THIRD LEVEL TRIAGE

If the Product Support Analyst cannot Resolve the Incident, the Product Support Analyst shall update the Work Order Ticket

and escalate to an engineer. When a Work Order Ticket is created, the Incident has been moved to Third Level Triage.

5.1.3 THIRD LEVEL TRIAGE SERVICES

In Third Level Triage or Provider’s engineers shall further analyze and troubleshoot the Incident. PTC Software Defects shall be Resolved pursuant to 5.5, Hardware Defects shall be Resolved pursuant to 5.8 (the “Third Level Triage” and, collectively with Second Level Triage, the “Triage”)

5.1.4 CUSTOMER OBLIGATIONS DURING SUPPORT SERVICES

5.1.4.1 INITIATING A SERVICE REQUEST

When initiating a Service Request, the Customer or their Data Host Provider must provide the Service Request Information.

5.1.4.2 ADDITIONAL INFORMATION

During Triage and other Support Services, the Customer and/or their Data Host Provider shall provide the necessary Data/Access upon request by the Provider.

5.1.4.3 DELAYED RESPONSE

If Service Request Information or the Data/Access is not promptly provided to the Provider, the Provider’s response time may be delayed, and Provider shall not be held liable for such delay.

5.1.4.4 INCOMPLETE INFORMATION OR DATA/ACCESS

The Provider may choose, in its discretion, to provide Support Services even if the Services Request Information or Data/Access is not provided.

5.1.5 NON-DEFECT INCIDENTS

If, at any point during Second Level Triage or Third Level Triage, it is determined that an Incident is not caused by a Defect, the Service Request/Work Order Ticket shall be closed and the Incident treated under 5.6.2.5, 5.9 or Error! Reference source not found..

5.2 PROGRAM MANAGEMENT SERVICES

5.2.1 Provider Program Management Services (the “Provider PM Services”) shall include the following duties and obligations:

- a) Oversight of the Support Services for PTC Products as specified in this Support SOW;
- b) Oversight of maintenance of artifacts of the PTC Products and any associated documentation in accordance with this Support SOW;
- c) Coordination between the Provider team, regarding individual responsibilities, deliverables and schedules in conjunction with this Support SOW;

5.2.2 For the avoidance of doubt, Provider PM Services do not include management of Customer’s employees. Customer must contact the Product Support Desk before engaging Provider PM Services for any technical support.

5.3 SUPPORT ENGINEERING SERVICES

Support Engineering Services shall work, as necessary, with Provider’s engineering support teams during root cause analysis of CAS Application Incidents (the “Support Engineering Services”). For the avoidance of doubt, Support Engineering Services are not responsible for managing Customer’s employees. Customer must contact the Product Support Desk before engaging Support Engineering Services for any technical support.

5.4 INTENTIONALLY DELETED

5.5 DEFECT RESOLUTION SERVICES

5.5.1 Provider shall endeavor to provide an initial response to a PTC Software Defect reported through the Product Support Desk via a Service Request within the Initial Response Period set forth in Table 2 below.

5.5.2 The Initial Response Period shall begin when the PTC Software Defect has been reported to the Product Support Desk via a

- Service Request and adequate Data/Access has been provided by the Customer for Provider to provide an initial response.
- 5.5.3 The Diagnosis Period set forth in Table 2 below are estimates only, which Provider shall endeavor to meet, but does not guarantee a diagnosis within this period. The estimated Diagnosis Period begins after a Work Order Ticket is entered and adequate Data/Access pursuant and subject to 5.1.4.2 has been provided by Customer to allow Provider to complete an analysis.
- 5.5.4 Provider shall track PTC Software Defects and the progress of Releases. Customer may contact the Product Support Desk for status inquires of PTC Software Defect Resolution Services.
- 5.5.5 Provider shall provide notification to the Customer and to the FRA as required by 49 CFR 236.1023.
- 5.5.6 For the avoidance of doubt, Customer remains responsible for its reporting obligations under 49 CFR 236.1023. Customer is also responsible for compliance with the remainder of 49 CFR 236.
- 5.5.7 The estimate for Provider to provide a Release shall be established in the Diagnosis Period by the Provider (the "Release Estimate").
- 5.5.8 PTC Software Defects shall be classified by Provider with input from the Customer, under one of the categories listed in Table 2 below.
- 5.5.9 Provider shall provide notification when a Resolution has been determined and when a Release is available to CUSTOMER (collectively 5.4.1-5.4.9, the "Software Defect Resolution Services").
- 5.5.10 Critical Defects, and certain Severe Defects, shall be Resolved through an Unplanned Release as set forth in 5.6.2.2 below. Medium, Minor Defects, and the rest of the Severe Defects, shall be Resolved through Planned Releases as set forth in 5.6.2.1 below.
- 5.5.11 PTC Software Defect Resolution Services and the Unplanned and Planned Releases to Resolve a PTC Software Defect shall either be covered by the original warranty under the License Agreements or shall be part of the Base Fee.

	only limited testing/operations can proceed.		
Medium	A Defect that causes the system not to meet a system requirement, but still allows the system to function. There is a workaround and testing/operations can proceed.	≤ 8 hours	≤ 2 weeks
Minor	A Defect that results in annoyance or inconvenience but does not impact required functionality. Full testing/operations can proceed.	≤ 24 hours	≤ = per prioritization

5.6 PTC SOFTWARE SUPPORT SERVICES

5.6.1 THIRD-PARTY PTC SOFTWARE UPDATE

Provider shall review updates to the TPS and determine, in its discretion, if such updates to TPS should be incorporated into the PTC Software. The basis for this decision shall depend upon (i) whether the TPS update was within an area used by the PTC Software, (ii) whether any problems were reported that may relate to the update, and (iii) the amount of retest that may be required by all parties. Since all software updates require significant retest, the integration of TPS updates shall be done judiciously and in the discretion of Provider.

5.6.2 PLANNED AND UNPLANNED PTC SOFTWARE RELEASE

5.6.2.1 PLANNED RELEASES

5.6.2.1.1 PLANNED ON-BOARD RELEASES

Provider shall provide at least two (2) planned On-Board Software releases annually (the "Planned On-Board Releases"). Industry Driven New Features, Licensed Features, and Resolution of Minor and Medium On-Board Software Defects and certain Severe On-Board Software Defects shall be determined and prioritized by preference of the On-Board Community of Users and must be approved by the Provider. (For the avoidance of doubt, Customer shall not receive access to, or be required to pay for, Licensed Features purchased by other Provider customers unless Customer chooses to purchase such Licensed Features.) Base System Software Updates may also be provided as part of a Planned On-Board Release, which shall be determined and prioritized by the Provider in its discretion.

Each Planned On-Board Release shall be based upon Provider's changes to the On-Board Definition Documentation and shall undergo a regression test of modified requirements in the On-Board Definition Documentation as determined by the Provider. Regression testing for interfaces to other systems shall be provided at the discretion of the Provider and based upon the degree of change to those interface points

Each Planned On-Board Release shall be accompanied with the following deliverables (collectively, the "Planned On-Board Release Deliverables"):

Table 2: Defect Categories

Type	Description	Initial Response Period	Diagnosis Period
Critical	A Defect that affects critical system functionality or, no workaround is available and no further testing/operations can proceed. This is considered a showstopper. Note: A safety critical issue or unsafe condition is a show stopper and a critical Defect by definition	≤ 30 min	≤ 2 Days
Severe	A Defect that causes the system to not meet a system requirement and the system functionality/operations is interrupted. There is a possible workaround but	≤ 1 hour	≤ 5 Days

The following shall be provided seven (7) days before delivery of the Planned On-Board Release:

- (i) Advance Release Planning Report;

The following shall be provided with delivery of the Planned On-Board Release:

- (i) I-ETMS® On-Board PTC Software application packaged for installation through both the Mobile Device Manager, (MDM) and PROVIDER's manual software installation utility;
- (ii) Release notes and compatibility matrix for the I-ETMS® On-Board Software Release.
- (iii) Updates to lab simulators and virtual TMC software, test scripts as applicable;
- (iv) Updates to safety documentation as applicable.

The following shall be provided thirty (30) days after delivery of the Planned On-Board Release:

- (i) Updates, as applicable, to On-Board Definition Documentation.

5.6.2.1.2

PLANNED CAS RELEASES

If the Provider determines that an update to the CAS Application may be necessary based on either requests for changes or new features by the BOS Community of Users or Minor, Medium and certain Severe PTC Software Defects related to the CAS Application, the PROVIDER shall seek further input from the BOS Community of Users and determine, in its discretion, if an update is necessary (the "Planned CAS Releases"). Provider shall establish the priority and scheduling of the development of the Planned Releases. Provider shall endeavor to maintain interoperability with the PTC Products during the development of a Planned Release.

Each Planned CAS Release shall be based upon Provider's changes to the CAS Definition Documentation and shall undergo a regression test of modified requirements in the CAS Definition Documentations as determined by the Provider. Regression testing for interfaces to other systems shall be provided at the discretion of the Provider and based upon the degree of change to those interface points.

Each Planned CAS Release shall be accompanied with the following deliverables as applicable (collectively, the "Planned CAS Release Deliverables"):

The following shall be provided at least seven (7) days prior to the scheduled Planned CAS Release:

- (i) Pre-Release Notes listing all changes to be implemented in the CAS Application

The following shall be provided with delivery of the Planned CAS Release:

- (i) Release Notes listing all changes implemented in the CAS Application,
- (ii) Updates, as applicable, to the CAS Administrator's Manual;
- (iii) Updates, as applicable, to the Database Schema.

5.6.2.2 UNPLANNED RELEASES

PROVIDER shall provide updates apart from the Planned Releases in connection with Critical Software Defects and, as deemed necessary by the Provider, in connection with Severe PTC Software Defects as mutually agreed upon between Provider, Customer and the applicable, if any, Community of Users (the "Unplanned Releases"). Unplanned Releases shall undergo an abbreviated regression test at the discretion of the Provider and based upon the degree of change to the applicable PTC Software.

5.6.2.2.1

UNPLANNED ON-BOARD RELEASES

Unplanned On-Board Releases shall include the following deliverables:

- (i) I-ETMS® On-Board PTC Software application packaged for installation through both the Mobile Device Manager and Provider's manual software installation utility; and
- (ii) Release notes and compatibility matrix for the I-ETMS® On-Board PTC Software Release.

5.6.2.2.2

UNPLANNED CAS RELEASES

Unplanned CAS Releases shall include the following deliverables:

- (i) Release Notes listing all changes implemented in the CAS Application;
- (ii) CAS Administrator's Manual (if applicable); and
- (iii) Updated Database Schema (if applicable)

5.6.2.3

VALIDATION AND VERIFICATION SERVICES

Through the validation and verification procedures (the "V&V") specifically set forth in this 5.6.2.3, PROVIDER shall conduct tests or assist in testing of the Releases. PROVIDER shall provide related test documentation for use in maintenance of Customer's Positive Train Control Safety Plan (the "PTCSP") submittal for Releases.

5.6.2.3.1

SEGMENT TESTING

Segment testing of the Releases shall include the execution of test cases related to added, modified, or deleted requirements in the applicable PTC Software Definition Documentation. Regression testing for other functional areas of Releases shall be provided at the discretion of the PROVIDER and based upon the degree of change to the PTC Software.

5.6.2.3.2

CUSTOMER RESPONSIBILITIES DURING V&V SERVICES

In addition to providing the Data/Access, Customer shall cooperate to support any office and/or field testing required to gather data for Support Services and V&V as necessary. If such support is not promptly provided to the Provider, the Provider's response time may be delayed, and Provider shall not be held liable for such delay

5.6.2.4

ADDITIONAL CAS SUPPORT SERVICES

Provider shall install and configure the CAS Releases on each server within the cluster of each CAS Application instance.

5.6.2.5

LICENSED PTC SOFTWARE UPDATES

A Licensed Feature may be made available at additional cost through a separate agreement or Change Order to this Support SOW, or purchase of Software Development Hours (the "SDHs"). Provider shall endeavor to maintain interoperability with I-ETMS® system components during the development of On-Board and CAS Licensed Features

5.7

CHANGE MANAGEMENT SERVICES

5.7.1

UPDATES TO DEFINITION DOCUMENTATION

Updates to the Definition Documentation shall be maintained by the Provider for Releases. Such updates shall include a

- compatibility matrix that identifies acceptable combinations of Definition Documentations and the PTC Software.
- 5.7.2 DOCUMENTS PROVIDED TO AAR AS STANDARD PUBLICATIONS**
In parallel with the updates of the Definition Documentation, the following specific documents shall be provided to the Association of American Railroads (“AAR”) for publication as standards: (i) I-ETMS® On-Board Human Machine Interface (HMI) Standard; (ii) Office-Locomotive Segment Interface Control Document; (iii) I-ETMS® On-Board Subdiv File Format ((i)-(iii) collectively, the “Support Documentation Services”)
- 5.7.3 DOCUMENTATION FOR SAFETY PLAN UPDATES**
In connection with Releases, Provider shall update the PTC Software hazard log, fault trees, and System Safety Integration Packets for the Customer’s PTCSPP submittal (collectively, the “Safety Plan Updates” and collectively with Support Documentation Services, the “Change Management Services”). Notwithstanding the foregoing, the Customer is responsible for its PTCSPP submittal. Safety Plan updates shall be reviewed and managed through a mutually agreeable timeframe. It shall be the responsibility of Customer to ensure timely dissemination of all documentation.
- 5.7.4 STANDARD DOCUMENTATION UPDATES**
Based on its internal analysis, the Provider shall determine, in its discretion, that an update to the Standard Documentation is necessary (the “Standard Documentation Updates”). The Provider shall establish the priority and scheduling of the development of the Standard Documentation Updates. Standard Documentation Updates shall be provided in PDF format.
- 5.7.5 CUSTOMER SPECIFIC DOCUMENTATION AND UPDATES**
If the Customer requests documentation specifically designed for the Customer (the “Customer Specific Documentation”) or updates to Customer Specific Documentation, including, but not limited to, Locomotive design (the “Customer Specific Documentation Updates”), such Customer Specific Documentation and/or Customer Specific Documentation Updates shall be provided at the Provider’s discretion and determination, in PDF format and at additional cost.
- 5.7.6 HARD-COPY DOCUMENTATION**
If Provider elects to make hard copies of Standard Documentation (including Standard Documentation containing Standard Documentation Updates) available, Customer may purchase such hard copies for the prices referenced in Exhibit A, Section 2. Any Customer requests for hard copies of non-Standard Documentation (i.e. Standard Documentation containing Standard Documentation Changes (as defined below) and any Customer Specific Documentation) shall be as mutually agreed to between the Parties and at additional cost.
- 5.7.7 PUBLICATIONS MAINTENANCE SERVICES**
All documentation provided by Provider shall be provided in a PDF format and in Provider’s standard format and style. If Customer requests a specific format or style, such format or style change shall be at additional cost as is set forth in Exhibit A, Section 2 (the “Standard Documentation Change”), which shall be determined by the Provider in its discretion. The Provider also reserves the right in its discretion to refuse to make such Standard Documentation Change.
- 5.7.8 CUSTOMER RESPONSIBILITIES DURING CHANGE MANAGEMENT SERVICES**
Customer is responsible for its management and its configuration control of all documentation, including, but not limited to, Standard Documentation and Customer Specific Documentation, once such documentation is delivered to the Customer. It is the Customer’s responsibility to disseminate any document update to its employees, contractors, and agents. Customer shall be responsible for any costs and liability arising out of any failure to disseminate document updates or arising out of a Customer’s configuration control issue
- 5.8 PTC HARDWARE REPAIR SERVICES**
- 5.8.1 RETURN MATERIAL AUTHORIZATION FORM**
Any failed PTC Hardware or related parts or equipment returned to the Provider for Repairs shall be returned in accordance with the RMA.
- 5.8.2 WARRANTY REPAIRS**
- 5.8.2.1 INTENTIONALLY DELETED**
- 5.8.2.2 AFTERMARKET WARRANTY REPAIRS**
Aftermarket Warranty Repairs, shall be treated in accordance with 7.0 Warranty below.
- 5.8.3 NON-WARRANTY REPAIRS**
- 5.8.3.1 NON-WARRANTY REPAIRS**
5.8.3.1.1 Non-Warranty Repairs shall mean any repair work not performed as warranty work, including:
- Repairs to OEM Parts after the expiration of the applicable warranty period,
 - Repairs to Service Part after the expiration of its applicable warranty period,
 - Abuse-Related Repairs,
 - Repairs to any Service Part or OEM Part that has been subject to any Customer repairs,
 - Any repairs that are excluded under the applicable warranty provision or
 - Any repairs not specifically covered under the applicable warranty provision (collectively, a – f, the “Non-Warranty Repairs”).
- 5.8.3.1.2** Non-Warranty Repairs shall be at additional cost as set forth in Exhibit A, Section 2 and shall involve the repair or replacement of failed Hardware, Spares and parts.
- 5.8.3.1.3** Non-Warranty Repairs shall be invoiced by Provider to Customer at the time of repair as shown in Exhibit F – Spare Parts – Price List.
- 5.8.3.2 ABUSE-RELATED REPAIRS**
If repairs to any PTC Hardware or related parts or equipment are categorized by Provider in its discretion as an Abuse-Related Repair, Customer shall be invoiced as set forth in the Pricing Schedule.
- 5.8.3.3 NO TROUBLE FOUND**
During Repairs, returned PTC Hardware or related parts or equipment shall be tested and qualified in accordance to OEM standards and procedures. If returned PTC Hardware or related parts or equipment is categorized by Provider in its discretion as a NTF, Customer shall be invoiced the NTF Administrative Fee set forth in the Pricing Schedule.
- 5.9 PTC HARDWARE UPGRADE SERVICES**
- 5.9.1 FLEET-WIDE PTC HARDWARE UPGRADE**
If the Provider determines that a fleet-wide Upgrade is necessary at its discretion, Provider shall work with the Customer to mutually determine the priority and scheduling of any Upgrade. If the Upgrade is directed by, or determined by Provider to be the responsibility of, the Provider, then Provider shall provide the following:
- Provider shall generate a work order and a Field Modification Instruction (the “FMI”) to address units in the field for Provider personnel to perform the upgrade
 - Provider shall issue a Product Bulletin regarding an Upgrade. Provider, in its discretion, may provide spare pool inventory if required. The inventory shall be owned and supported by the Provider onsite support team who shall support the Customer field maintenance crew with

the change out of equipment or components affected by the Upgrade Services.

- c) Provider shall maintain an active database that shows the performance of the Upgrade through Provider's Repair Tracking System ("RTS") system and make the data available to the Customer upon request through Microsoft excel format.
- d) For each Upgrade under this section, Provider shall provide relevant documentation concerning the installation and qualification of the Upgrade, within fifteen (15) working days prior to installation for the Locomotive types affected (collectively a-d, the "Upgrade Services").

Customer requested Upgrade Services or enhancements shall be invoiced in accordance with the Upgrade Services Fee set forth in Exhibit A, Section 2.

5.9.2 CUSTOMER RESPONSIBILITIES DURING PTC HARDWARE UPGRADE SERVICES

- a) The Customer is responsible for providing access to all Locomotives which are subject to the Upgrade.
- b) If access to the Locomotives is not available, the PROVIDER shall not be responsible for delays in installing an Upgrade or for any liability arising out of the failure to install such Upgrade.
- c) Customer agrees to provide Provider a core for each Spares part that Provider provides to the Customer as part of the Upgrade Services.
- d) If Customer does not provide a core then Customer shall be responsible for reimbursing the Provider for the Spares per the price listed on Exhibit F.

5.9.3 RELEASE DATE

- a) If an Upgrade is not installed within two (2) Years from release of the Upgrade, the Upgrade may no longer be available in the discretion of the Provider and Provider shall not be liable for any liability arising out of the failure to install such Upgrade.
- b) The Provider may in its discretion agree to install an Upgrade after such two (2) Year period, but such installation may be subject to fees in the discretion of the Provider.

5.10 PTC HARDWARE OBSOLESCENCE

5.10.1 PARTS

Provider shall monitor and shall work with its suppliers to control PTC Hardware parts obsolescence. In the event a PTC Hardware part becomes obsolete, Provider shall endeavor to identify a replacement part. In the event the PTC Hardware part has an impact on Customer's fleet, Provider shall issue a product bulletin and implement an Upgrade Services plan as defined in 5.9.

5.10.2 PRODUCT

New feature product development shall be provided as a Change Order to this Support SOW.

6.0 OPTIONAL FIELD SERVICE TECHNICIAN SUPPORT SERVICES

Provider offers optional field service technician ("FST") Support Services (the "Optional FST Services") at additional cost as set forth in Exhibit A, Section 2.c. Optional FST Services requested by Customer and agreed to by Provider shall commence at a time and location as mutually agreed upon by the parties.

6.1 FST SERVICES

The Provider FST is the individual that the Provider has designated to provide FST Services (as defined in 6.1.1.1). The individual can be changed by Provider upon notice to the Customer.

6.1.1 PROVIDER FST SERVICES

An FST shall not work more than a maximum of twelve (12) hours in a twenty-four (24) hour rolling period. If Customer requests that an FST be assigned to support the Customer (either on a short term or long term basis) or if the Customer requests that a current FST work longer than the twelve (12) hour period stated above, and the Provider agrees to either request, the Customer shall be charged at the applicable rates set forth in Exhibit A, Section 2.

For the avoidance of doubt and notwithstanding the foregoing, the Customer shall be responsible for First Level Triage, including troubleshooting, initiation of the RMA process in accordance with 5.1.1, replacement of PTC Hardware, and management of its Spares inventory.

6.1.1.1 FST SERVICES AT CUSTOMER MAIN LOCATIONS

To the extent the Provider deems necessary, FST shall perform the following at the Customer's Main Locations listed on Exhibit B:

- a) Assist Customer maintenance personnel with troubleshooting On-Board Incidents (the "Field Troubleshooting Assistance").
- b) Assist in the Customer's removal of defective On-Board Hardware in accordance with the original installation specification (the "Defective Hardware Removal Assistance").
- c) Assist Customer in the re-installation of repaired or replacement On-Board Hardware in accordance with the original installation specification, provided that the defective On-Board Hardware was properly removed in accordance with the original installation specification (the "Reinstallation Assistance").
- d) Download or assist the Customer in downloading On-Board Locomotive event logs when required to support Provider's Failure Analysis of On-Board Incidents.
- e) In the event the Mobile Device Manager is not uploading the On-Board Software or On-Board Releases due to a non-conformance of the Mobile Device Manager to the I-ETMS® Locomotive On-Board Product Specification, the FST shall install Provider On-Board Software and On-Board Releases, provided that Customer provides access to the Locomotive(s) and is present during such installs.
- f) Work with the Customer to assist in Customer's management of Spares inventory levels pursuant to 8.0.
- g) Support the Customer with On-Board Incidents that occur during initialization of a train (collectively a-g, the "FST Services").

6.1.1.2 CUSTOMER SATELLITE LOCATIONS

Provider may provide FST Services at Customer Satellite Locations listed on Exhibit B (the "Outlying Services"), but such Outlying Services shall be at additional cost in accordance with the Pricing set forth in Exhibit A, Section 2.c.(4).

6.1.2 CUSTOMER RESPONSIBILITIES DURING FST SERVICES:

- a) If there is an Incident, the Customer must contact the Product Support Desk first. If the Customer contacts the FST directly, then the Provider's response time may be delayed, and Provider shall not be held liable for such delay.
- b) It is Customer's responsibility to identify Incidents. The Customer shall be liable for any failure to identify an Incident and shall indemnify and hold harmless the Provider from any claims, damages, losses, and expenses (including court costs and attorney's fees) that arise from such failure.

- c) The Customer shall promptly provide access that the Provider requests in order for Provider to provide FST Services, including, but not limited to, access to the impacted Locomotive or unit. If the Customer does not provide such access, then:
 - The Provider's response time may be delayed,
 - Provider shall not be held liable for such delay.
- d) The Customer shall provide Provider with adequate room for storage of Provider's Emergency Spares, as defined below, tools and equipment. If the Customer fails to provide access to such adequate storage, then:
 - The Customer agrees to reimburse Provider for the expense of securing storage space and/or rental fees for necessary tools and equipment, and
 - The Provider's response time may be delayed, and Provider shall not be held liable for such delay
- e) Customer shall ensure that there is sufficient inventory of Spares for Provider to provide FST Services and that such inventory is accessible to Provider FST. If the Customer does not maintain sufficient inventory levels and/or does not provide Provider access to the inventory, the Provider's response time may be delayed, and Provider shall not be held liable for such delay.
- f) Customer shall provide the FST with the necessary training and briefings with respect to Customer's safety policy and procedures and applicable regulations. If Customer delays in providing such training and the FST cannot access Customer's site, then the Provider's response time may be delayed, and Provider shall not be held liable for such delay.
- g) Customer is responsible for the download and analysis of PTC data radio event logs and shall make those logs available to the Provider.

6.1.3 INTENTIONALLY DELETED

7.0 WARRANTY – LIMITATIONS ON WARRANTIES

7.1 WARRANTY OF RELEASES

If the Releases fail to conform to the applicable Definition Documentation during the Term of this Support SOW, such non-conformance shall be treated as a Defect and Provider's sole obligations shall be to provide the Defect Resolution Services in accordance with 5.5 above.

7.2 SERVICE PARTS WARRANTY

7.2.1 Service Parts are warranted to be free from Defects in workmanship and material under normal use and service for twelve (12) months from delivery of such Service Part. Any item, equipment or part manufactured by others but furnished by Provider hereunder is warranted only to the extent of the warranty of the original manufacturer. Under no circumstances shall Provider warrant consumable items such as, for example, recording media.

7.2.2 For the avoidance of doubt, the foregoing warranty only applies to the particular Service Part provided in connection with Non-Warranty Repairs; for example, if Provider provides a new part to an OEM Part under 5.8.3, only such new part shall be warranted under this 7.0, not the entire OEM Part.

7.2.3 For any Service Part breach of warranty set forth in this section provided that Provider's examination discloses to its satisfaction that such part or parts are defective, Provider's sole obligation shall be to repair or, at Provider's option, replace any defective part or parts of the Service Part, which shall be sent to Provider with transportation charges prepaid by the Customer (the "Aftermarket Warranty Repairs").

7.3 LIMITATIONS ON WARRANTIES

All warranties under 7.0 shall be void as to any item, part, design or deliverable that has been repaired or tampered with or

attempted to be repaired by anyone other than authorized Provider personnel. The warranties under 7.0 shall not include Non-Warranty Repairs, including but not limited to, Abuse-Related Repairs.

8.0 SPARES – CUSTOMER RESPONSIBILITY

Customer shall be responsible for managing all of its inventory activities, including those related to Spares. Customer shall be responsible for distributing Spares to its final user locations.

8.1 PURCHASE OF CUSTOMER SPARES

Customer purchases of Spares shall be subject to a separately-negotiated Statement of Work that shall be subject to the GTCs at the prices set forth on Exhibit F (the "Customer Spares"). Customer may purchase additional Spares in accordance with this section and at the pricing listed on Exhibit F as needed to maintain adequate Spares. The purchase of all Spares (including Customer Spares) shall be subject to a separately-negotiated Statement of Work, subject to the GTCs, between Provider and Customer in effect at the date of purchase, except for the warranty provisions which shall be in accordance with the warranty provisions set forth in 7.0 above.

8.1.1 PURCHASE ORDER

Solely as a method to facilitate purchase of the Spares, Customer may issue a purchase order to Provider. Each purchase order shall specify the Purchase Order Information.

8.1.2 TERMS OUTSIDE PURCHASE ORDER INFORMATION

To the extent that any terms, conditions or information other than the Purchase Order Information are included in, or referenced by, the purchase order, such other terms and conditions shall be null and void and of no force or effect.

8.1.3 INTENTIONALLY DELETED

8.2 SUFFICIENT QUANTITY

It is the Customer's responsibility to ensure that the Customer Spares shall be sufficient for the Customer support staff to adequately maintain its fleet. If an adequate number of Spares are not maintained, Provider shall have no responsibility for Locomotives that are out of service that are causing delays and shall not otherwise be responsible for delays arising out of an insufficient inventory of Spares.

8.3 SPARES INVENTORY

If applicable, Spares shall be maintained and managed by the Customer and made available to the Provider when required as part of Provider's Support Services. Customer is responsible for any loss of or damage to its inventory of Spares.

8.4 PTC HARDWARE INCIDENT RELATED TO SPARES

Spares that are subject to a PTC Hardware Incident shall be treated in accordance with this Support SOW

IN WITNESS WHEREOF, the Parties hereto, by and through their authorized representatives, do approve and accept this License as of the date indicated above.

WABTEC RAILWAY ELECTRONICS, INC.

By: _____

Name: Jeffrey G. Knott

Title: V.P. & G.M., Train Control Products

CITY OF TACOMA, DEPARTMENT OF PUBLIC UTILITIES, BELTLINE DIVISION, D.B.A. TACOMA RAIL

By: _____

Name: Dale W. King

Title: Superintendent, Tacoma Rail

By: _____

Name: Andy Cherullo

Title: Finance Director, City of Tacoma

By: _____

Name: Jackie Flowers

Title: Director of Utilities

Approved as to form:

By: _____

Name: Martha P. Lantz

Title: Deputy City Attorney

EXHIBITS

- Exhibit A: Pricing**
- Exhibit B: Designated Customer and Provider Contacts and Information**
- Exhibit C: Standard Documentation**
- Exhibit D: On-Board Definition Documentation**
- Exhibit E: CAS Definition Documentation**
- Exhibit F: Spares- Price List**

**EXHIBIT A
PRICING**

1. Base Fee - Includes the following Services		
a.	Product Support Desk Services	Base Fee
	i. Second Level Triage	Base Fee
	ii. Third Level Triage	Base Fee
b.	Program Management Services	Base Fee
c.	Support Engineering Services	Base Fee
d.	Intentionally Deleted	Base Fee
e.	Defect Resolution Services	Base Fee
f.	PTC Software Support Services	Base Fee
	i. Third-Party PTC Software Updates	Base Fee
	ii. Planned Releases	Base Fee
	iii. Unplanned Releases	Base Fee
g.	Change Management Services	Base Fee
	i. Definition Documentation Support	Base Fee
	ii. PTC Safety Plan Documentation Updates	Base Fee
	iii. Standard Documentation Updates	Base Fee

The Base Fee excludes Spares

2. Additional Fees

A.	Time and Material Testing Support	\$220.00 per hour
B.	Change Management Services.	
	(1) Standard Documentation Change	\$160.00 per hour + expenses
	(2) Customer Specific Documentation	\$160.00 per hour + expenses
	(3) Customer Specific Documentation Updates	\$160.00 per hour + expenses
	(4) Hard Copies of Standard Documentation	
	i. On-Board Operations Manual	\$600.00
	ii. On-Board Maintenance Manual	\$600.00
	iii. On-Board Installation Guide	\$880.00
	iv. On-Board PTC Schematics	\$480.00

** See Training Manuals below under d. Training*

c. Supplementary FST Services

(1)	FST hourly rate	
	- minimum charge of 4 hours	
	- over 4 hours=applicable daily rate below	
	- Travel Expenses are excluded in these rates	
	i. Monday through Friday	
	(Saturday, 2 nd & 3 rd shifts are 1.5 times the rates indicated here)	
	- on-site service call	\$160.00 per hour
	- travel time	\$160.00 per hour
	- mileage	\$00.55 per mile
	ii. Sundays & Public Holidays	
	- on-site service call	\$320.00 per hour
	- travel time	\$320.00 per hour
	- mileage	\$00.55 per mile
(2)	FST daily rate	
	i. FST daily rate – 5 days or less	\$1,200 per FST per day plus Travel Expenses
	- Total of 5 days or less per calendar month	

	ii.	FST daily rate – 6 days or more - Total of 6 days or more per calendar month	\$18,500 per FST per month plus Travel Expenses
(3)		FST annual rate - Minimum of 12 months - location preapproved by PROVIDER	\$18,500 per FST per month
(4)		FST Outlying Services	\$TBD

d. Training Services

(1)		Training Classes Fee	\$160.00 per hour
(2)		Provider On-Site Classes	\$3,000.00 per person
(3)		Customer On-Site Classes	
	i.	Up to 10 attendees	\$27,000.00 per class
	ii.	11 or more attendees	\$27,000.00 per class + \$2,700.00 per additional attendee
(4)		Training Documentation (hard copy of standard documents)	
	i.	On-Board Training Manuals Level I	\$500.00
	ii.	On-Board Training Manuals Level II	\$TBD
(5)		Train the Trainer	\$TBD
(6)		Standard Training Materials	\$TBD
(7)		Nonstandard Training Materials	\$TBD
(8)		Subject Matter Expert	\$1,600.00 per day, up to 8 hours per day

e. Hardware Repair

(1)		Spare Parts & Components Pricing	See Exhibit F
(2)		Non-Warranty Repair Fees	

TMC

			\$900.00
		CDU	\$700.00
		Cell Modem	\$275.00
		NSM	\$300.00
		Cut-Out Switch Module	\$420.00
		Cables	\$175.00
		Data Recorder	\$630.00
		Tri-Mode Antenna	\$175.00
		Current Module*	\$ n/a
		Voltage Module*	\$ n/a
		Abuse Related Repairs	\$160.00 per hour + Materials
		NTF Administrative Fee	\$275.00

*If the part being Repaired is unable to be repaired, it shall be replaced with a Spare. The Repair price shown above shall be voided and a new charge in accordance with Exhibit F Spare Parts – Price List shall be applied

f. Upgrade Services \$160.00 per hour + materials

g. Intentionally Deleted

h. Travel Expenses

TBD

All fees set forth in this Exhibit are subject to escalation in accordance with Section 2.2.

EXHIBIT B
DESIGNATED CUSTOMER AND PROVIDER CONTACTS

Customer Main Locations: Tacoma Rail
Attn: Dale King, Superintendent
2601 SR-509 N. Frontage Road
Tacoma, WA 98421

Customer Satellite Locations: N/A.

EXHIBIT C
STANDARD DOCUMENTATION

- I-ETMS® On-Board System Operations Manual
- I-ETMS® On-Board System Maintenance Manual
- I-ETMS® On-Board System Installation Guide
- I-ETMS® On-Board System PTC Schematics
- On-Board Installation Validation Test Procedure
- On-Board Training Manuals (hard-copy only)
- CAS Administrator's Manual, if applicable

Additional publications can be added to the definition of Standard Documentation upon the written consent of the parties.

EXHIBIT D
ON-BOARD DEFINITION DOCUMENTATION

PROVIDER's On-Board Definition Documentation

I-ETMS® Locomotive On-Board Product Specification

Industry Standard Documentation

AAR Standard S-9070, I-ETMS® Human Machine Interface Standard

AAR Standard S-9354, Edge Messaging Protocol Specification

AAR Standard S-9356, Class D Messaging Specification

AAR Standard S-9355, Class C Messaging Specification

AAR Standard S-9361, PTC Office-Locomotive Segment ICD

AAR Standard S-9362, ITC Wayside-Locomotive ICD

AAR Standard S-9363, ITC Time and Location ICD

AAR Standard S-9364, I-ETMS® On-Board Segment Data Distribution Messages ICD

AAR Standard S-9365, Locomotive Interface Gateway to PTC ICD

AAR Standard S-9372, PTC On-Board Segment – Energy Management ICD

AAR Standard S-9501, PTC Data Model Definition

AAR Standard S-9503, I-ETMS® Subdivision File

Time & Location Publisher Behavior Spec

EXHIBIT E
CAS DEFINITION DOCUMENTATION

PROVIDER's CAS Definition Documentation

I-ETMS CAS Segment specification

Mobile Device Manager Requirement Specification

MDM ICD

Industry Standard Documentation

AAR Standard S-9354, Edge Message Protocol Specification

AAR Standard S-9356, Class D Messaging Specification

AAR Standard S-9361, PTC Office-Locomotive Segment ICD

AAR Standard S-9371, PTC Office Segment-Energy Management ICD

AAR Standard S-9501, PTC Data Model Definition

AAR Standard S-9503, I-ETMS® Subdivision File

Customer's CAS Definition Documentation

Information contained in this document is proprietary and confidential to Wabtec Railway Electronics, Inc.

EXHIBIT F
SPARES - PRICE LIST

All pricing set forth in this Exhibit are subject to escalation in Section 2.2



TO: Board of Contracts and Awards
FROM: Andrew Cherullo, Director, and Finance Department
Patsy Best Procurement and Payable Manager
COPY: Public Utility Board, Director of Utilities, Board Clerk, City Council, City Manager,
City Clerk, SBE Coordinator, LEAP Coordinator, and Kimberly Ward,
Finance/Purchasing
SUBJECT: Citywide Contract for as needed Electrical and Data Communication Supplies
US Communities Purchasing Alliance (U.S. Communities), Request for
Proposals No.EV2370, Graybar Electric Company Contract Master Agreement
No. EV2370
Public Utility Board September 12, 2018 and City Council September 18, 2018
DATE: August 8, 2018

RECOMMENDATION SUMMARY:

The Finance Department, Procurement and Payables Division, requests approval to increase Contract No. 4600013230 to Graybar Electrical Company, Kansas City, MO, by \$2,500,000, plus any applicable taxes, for electrical, lighting, data communications and security products, services, and solutions. This increase will bring the contract to a cumulative total of \$2,700,000, plus any applicable taxes.

STRATEGIC POLICY PRIORITY:

This increase directly aligns with the strategic policy priority below:

- Strengthen and support a safe City with healthy residents.
- Encourage and promote an efficient and effective government, which is fiscally sustainable and guided by engaged residents.

BACKGROUND:

This citywide contract provides an as-needed contract for electrical and data communication supplies. Previously the City had two separate contracts with Graybar: Contract 4600011639 for electrical supplies and 4600011640 for telecom supplies. By combining the two contracts, the City is able to leverage its purchasing power under one contract, resulting in a more efficient method of procurement and contracting. Historical expenditures of electrical and telecommunication with supplies with Graybar totaled approximately \$1 million for the previous two-year period with approximately 70 percent for Tacoma Public Utilities and 30 percent for General Government.

ALTERNATIVES: The alternative course of action would be to issue our own solicitation or buy these items without a contract. Because City employees may make walk-in direct purchases at storefront locations, convenience purchases of this type that are not under contract would be paid at full retail pricing if this contract were not in place. Neither alternative allows us to take advantage of national pricing we are getting on the current contract.



COMPETITIVE SOLICITATION:

This contract utilizes an interlocal agreement with U.S. Communities Purchasing Alliance (U.S. Communities). Master Agreement Contract No. EV2370 is a competitively solicited contract valid until March 1, 2023. The contract is the result of RFP EV2370 issued by the City of Kansas City, MO, on behalf of U.S. Communities. Three submittals were received in October 2017. This contract meets Tacoma’s competitive solicitation requirements by means of an interlocal cooperative purchasing agreement with U.S. Communities Purchasing Alliance and offers fixed discounts off the manufacturer current price book, rebate options, free delivery, no minimum purchase requirement, and no cost to use the contract.

CONTRACT HISTORY: The two earlier citywide Graybar contracts (4600011639, electrical supplies, expired March 31, 2018, and 46000116340, data communications supplies, expires December 31, 2018), were created to establish contract discounts for supplies. To maintain uninterrupted service for electrical supplies and gain efficiencies by having both categories managed as one contract, a new contract, 4600013230, valid until 2023, was created in April 2018 in the amount of \$200,000. Based on historical usage of previous contracts, approval is requested to increase the value of this contract by \$2,500,000 to allow purchases for the duration of the term. Contract 4600011640 Telecom Supplies will not be renewed.

SUSTAINABILITY: Graybar Electric Company has established many environmental practices. Some examples include green products, off-peak deliveries hours to reduce vehicle trips and vehicle emissions, and recycling efforts in packaging.

SBE/LEAP COMPLIANCE: Not applicable

FISCAL IMPACT:

EXPENDITURES:

FUND NUMBER & FUND NAME *	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
Various Department Funds			2,500,000
TOTAL			

REVENUES: N/A

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
TOTAL			



FISCAL IMPACT TO CURRENT BIENNIAL BUDGET: \$500,000

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Various – Funds for the contract are provided by the individual departments using the contract. Funding beyond the current biennium is subject to future availability of funds. The user departments are billed directly for their purchases.

Jackie Flowers
Director of Utilities