

REQUEST FOR PROPOSALS
FOR AN
ON-BOARD VIDEO SURVEILLANCE SYSTEM
PROJECT 2010-05



Interurban Transit Partnership
300 Ellsworth Avenue, S.W.
Grand Rapids, MI 49503-4018
(616) 456-7514

SCHEDULE OF EVENTS

Issue RFP	January 29, 2010
Pre-Proposal Meeting	None
Questions	Tuesday, February 9, 2010 at 12:00 p.m.
Response to Q & A's	Monday, February 15, 2010
Proposals Due	February 22, 2010, at 12:00 p.m. local time.
Scoring	Feb 23 to 26, 2010
Interviews	March 1-5, 2010
Best and Final Offer Due	If needed
ITP Board Actions	March 24, 2010

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SECTION 1:NOTICE
REQUEST FOR PROPOSALS
FOR ON-BOARD VIDEO SURVEILLANCE SYSTEM
Project 2010-05

The Interurban Transit Partnership (ITP) is accepting sealed proposals for the manufacture and installation of an On-board Video Surveillance system until Monday February 22, 2010, at 12:00 p.m., local time.

Bid specifications may be obtained by contacting the ITP Purchasing Manager.

The ITP Board hereby notifies all proposers that it will affirmatively insure, in regard to any contract entered into pursuant to this advertisement, that Disadvantaged Business Enterprises will be afforded full opportunity to submit proposals in response to this Request For Proposal and will be not discriminated against on the grounds of race, color, religion, sex, handicap, or national origin in consideration for an award.

The ITP Board reserves the right to postpone, accept, or reject any and all bids, in whole or in part, on such basis as the ITP Board deems to be in its interest to do so, subject to the rules and regulations set forth by the Federal Transit Administration.

No bid may be withdrawn for at least sixty (60) days after the scheduled closing time of the bid. One (1) original and five (5) copies of the bid along with one digital copy (CD) shall be submitted to the Purchasing Manager at the address listed below.

Mark R. Fedorowicz
Purchasing Manager
Interurban Transit Partnership
300 Ellsworth Ave. SW
Grand Rapids, Mi 49503

Ph: 616.456.7514

SECTION 2: SCOPE OF WORK

2.1 Introduction

These specifications define the functional, performance, installation, integration, project implementation and warranty requirements for an on-board video surveillance system for Interurban Transit Partnership (ITP) fixed-route vehicles.

This document includes the following sections:

- Section 2.2 refers to background information regarding ITP's network;
- Section 2.3 defines requirements for the on-board video surveillance equipment;
- Section 2.4 defines requirements for the central video playback system;
- Section 2.5 through 2.9 define project implementation requirements;
- Section 2.10 defines spare equipment requirements; and
- Section 2.11 defines warranty requirements.

2.2 Existing Computer Systems and Network Environment

ITP's network is shown in Appendix A.

2.3 On-board Video Surveillance Unit

2.3.1 General

ITP has Safety Vision 6000 cameras installed on 126 vehicles in its fleet. The number of cameras shall be expanded and the system enhanced by a new on-board digital video surveillance system.

The on-board video surveillance system shall record video of all activities in the interior and exterior of the vehicles (front/rear ends and sides) using eight cameras.

ITP may continue to use the existing configuration of cameras installed on fixed route vehicles. Currently, there are six cameras installed inside each vehicle in the following locations:

- One camera behind the driver looking at the farebox and out the front door;
- One in the front windshield looking at the street in front of the driver;
- One camera in the rear of the bus facing forward;
- One camera directly behind the driver facing toward the rear of the bus;

- One camera mounted in the aisle, facing the back of the bus; and
- One camera mounted mid-bus, facing the rear exit door.

Additionally, the Contractor shall install two new cameras on each bus capturing information from the exterior of the bus on the left and right sides.

Proposers are required to provide a price for providing and installing two new cameras per vehicle (and using the existing six cameras per vehicle), and for providing and installing eight cameras (replacing the six existing cameras and adding two cameras per vehicle) on the Price Proposal Form (see Appendix C).

The surveillance system shall record audio in the interior of the vehicle, including any verbal exchange between the vehicle operator and an individual or individuals outside the vehicle but at the boarding door.

On-board equipment shall be housed in enclosures that cannot be opened with standard hand tools.

On-board equipment shall be designed to operate in accordance with these specifications for ambient temperatures from -22 °F to 149°F (-30°C to +65°C).

On-board equipment shall be designed to operate in accordance with these specifications for ambient humidity from 5% to 95%, non-condensing.

On-board equipment shall be designed to withstand the vibration and shock forces associated with ITP vehicles, including maintaining the lens adjustment.

On-board equipment shall be sealed against dust and water intrusion, certified in compliance with the NEMA 4X or IP65 standard (or better).

On-board equipment shall be modular, with sensitive components sealed using conformal coating qualified to MIL-I-46058C.

On-board equipment shall conform to FCC part 15 Class B limits for conducted and radiated emissions of electromagnetic interference.

On-board equipment shall be tested and proven capable of withstanding power transients and radio frequency interference without degradation at levels that are known to exist in ordinary circumstances.

Power and communications lines, and the sign chassis may be exposed to electrostatic discharges from personnel, so the units shall be tested and proven resistant through testing in accordance with accepted industry procedures for testing computer equipment.

All equipment modules, cables, mounting hardware and connectors shall be designed to withstand the full range of operating environments found in the areas in which they are to be installed, and shall not interfere with the operation of existing and future equipment.

Each connector in a given physical location shall be keyed or otherwise configured as to prevent inadvertent mis-wiring during installation or maintenance.

Each component/module/subsystem distinctly defined in these specifications shall be replaceable as a discrete unit.

Each electronically addressable component/module/subsystem shall be electronically identified by a unique serial number.

All data inputs and outputs, whether serial or parallel, shall be protected against over-voltage and reverse polarity. This protection shall be designed to absorb "routine" over-voltages and reverse polarity conditions, and to open respective circuits in the event of "extraordinary" conditions, sacrificing inexpensive and easily identifiable components when necessary to protect more expensive components or those that are less easy to troubleshoot.

2.3.2 Cameras

The Contractor shall provide full color Charge Coupled Device (CCD) cameras providing digital output compatible with the Moving Picture Experts Group (MPEG) standards.

The cameras on each ITP vehicle shall be connected to a Digital Video Recorder (DVR) through vendor provided coaxial or serial communications cables.

The cameras shall operate over the entire range of voltage provided by the ITP vehicle direct current (DC) power supply.

Cameras shall turn on automatically when the ITP vehicle power supply is turned on, and shall shut down a programmable time after the ITP vehicle power supply is turned off.

The cameras shall use an electronic shutter.

The cameras shall allow the lens focal length to be configured for a field of view between 10 degrees and 95 degrees.

Each camera shall provide video with a minimum frame resolution of 640 x 480 pixels and a maximum frame rate of 30 frames per second (corresponding to full motion video).

The cameras shall automatically compensate for sudden bright or dark images, so as to allow facial recognition in ambient illumination conditions ranging between 0.01 and 100,000 lux, including at least the following features: (1) automatic iris aperture adjustment; (2) automatic shutter speed adjustment; (3) automatic gain control; (4) automatic level control; (5) automatic white balance; and (6) backlight compensation.

The camera may switch from color to monochrome images if needed to maintain facial recognition capability in ambient illumination conditions below 0.2 lux.

2.3.3 Digital Video Recorder (DVR)

The DVR shall accept simultaneous input from at least eight cameras through coaxial or serial communications cables.

The DVR shall operate over the entire range of voltage provided by the DC power supply of the vehicle.

The DVR shall turn on automatically when the vehicle power supply is turned on, and shall shut down a programmable time after the vehicle power supply is turned off.

The recording drive shall be removable to allow the playback of recorded video on the central playback system.

The recording drive shall be secured in the DVR and shall require an additional key, different than the key to access the DVR, to remove the hard drive.

The DVR shall include a keypad with a small user interface screen that supports software configuration input, as well as a console serial communications port to allow for alternative access to the DVR software using laptop software supplied by the Contractor. The Contractor must specify the minimum and preferred system configuration for a laptop used to provide access to the DVR software.

The DVR shall indicate any malfunction of the DVR or on-board cameras through visual or audible indicators to the drivers.

The DVR shall have a software-based real time clock which automatically adjusts at the start and end of daylight savings time.

The DVR shall record all error or failure diagnostic codes in a log file on the hard drive.

The DVR shall have programmable frame resolution, with the minimum resolution being at least 640 x 480 pixels. This parameter shall be configurable by ITP.

The DVR shall have a programmable frame recording rate, up to a maximum of 30 frames per second (corresponding to the full motion video). This parameter shall be configurable by ITP.

The DVR shall be able to store at least fourteen (14) days of video, using the highest settings for frame resolution and frame rate. This parameter shall be configurable by ITP.

Once the hard drive capacity has been reached, the DVR shall continue to record by overwriting previously recorded video, beginning with the oldest video. The DVR shall have a functionality to indicate to the vehicle operator, through a visual or audible alert sound, that the hard drive is full to a certain extent (e.g., 75% full), before starting to overwrite the stored video. The threshold for this alert shall be reconfigurable by ITP. The DVR shall also have the ability to send a warning message regarding low hard

drive capacity to dispatchers, supervisors and maintenance personnel when the hard drive is reaching full capacity.

The DVR shall provide a range of other configurable recording parameter options including the number of connected cameras.

The DVR shall support the installation of software upgrades and patches via the serial communications console port.

The DVR shall be equipped with a video event flag switch, mounted at a location approved by ITP.

The event flag switch shall provide a button located in a clearly distinct location and having a clearly different appearance, relative to the covert alarm switch button connected to the Mobile Data Terminal (MDT).

The event flag switch shall be of the normally open type that creates a closed circuit when the switch button is depressed by the vehicle operator.

The event flag switch shall be activated automatically when covert alarm switch is activated by the vehicle operator.

The DVR shall be able to flag a video segment when the event flag switch or the MDT covert alarm switch is pressed for at least one second, with the segment being of configurable duration both before and after the event flag time.

The event flag switch shall be located such that it can be easily and covertly activated, but will be difficult to accidentally activate.

The DVR shall not record over flagged video until the flag has been reset using the central playback station. The DVR shall protect the video segment for a configurable duration before and after the incident.

The DVR shall send compressed streaming video, at a rate of up to five frames per second, on request from external software over a secured wireless network. This feature shall require that real-time video streams are transmitted to dispatchers and supervisors in the event of an incident as long as the DVR event flag is on (see the requirement for event flags earlier in this section).

2.3.4 Interface with Existing MDT

The surveillance system shall be integrated with the existing MDT for tagging video images with vehicle number, real-time vehicle location, system time, vehicle operator ID, and Trip ID.

The DVR shall send to the MDT any hardware or software alarm codes for the DVR or cameras. These alarms will be sent to the central CAD/AVL software via the MDT or to the central video surveillance system (discussed in Section 2.4).

The DVR shall request at least once each day from the MDT the current date/time, and reset its internal clock when needed to synchronize with the MDT.

2.3.5 Bulk Data Exchange

Each DVR shall be equipped with an ethernet port to perform data exchange over a secured connection with external devices such as the on-board MDT and a laptop.

Each DVR shall incorporate an integrated Wireless Local Area Network (WLAN) card capable of (1) queuing for upload via a garage (WLAN) infrastructure (see Section 2.4.2) those flagged video segments that have not been previously uploaded, and resetting the flag that prevents the segment from being recorded over; (2) downloading and installing DVR software upgrades and patches as commanded by the central video server software via the new garage WLAN infrastructure; and (3) handling other necessary data exchanges (e.g., extracting log files, downloading configuration changes and streaming of video data when vehicles are in the field).

The DVR WLAN card shall use a dedicated WLAN antenna on the exterior of the DVR enclosure.

2.4 Central System

2.4.1 General

The Contractor shall provide a central video surveillance system which must include video playback (specified in Section 2.4.3), real-time streaming (specified in Section 2.4.5), and video archival and printing (specified in Section 2.4.4) functions. The central system shall be installed at servers/locations designated by ITP staff.

The central system shall be connected to the ITP local area network (LAN) and the system software shall be licensed to at least eight users. The software shall be capable of being run over the ITP LAN so that it can be accessed by remote ITP staff.

The central playback stations shall have at least three external docking stations for mounting the removable DVR hard drive and connecting to the ITP LAN.

The central system shall manage the downloading and installation of DVR software upgrades and patches via the bulk data transfer software and the new WLAN infrastructure.

The Contractor must specify the minimum and preferred system configuration for workstations and laptops that will be accessing the central system over the ITP LAN.

2.4.2 Wireless Local Area Network (WLAN)

The Contractor shall install WLAN access points at the ITP garage to upload and download data when vehicles are located this garage. New access points shall avoid significant signal availability outside of the intended coverage area. ITP shall approve the specifics of proposed access point locations, signal levels and antenna type/orientations for an acceptable balance between expected coverage in outlying parts of the intended coverage area and minimizing signal availability outside the facility.

2.4.2.1 Hardware

The WLAN access points shall use the IEEE 802.11n standard.

The WLAN access points shall support the Wireless Protected Access 2 (WPA2) security standard, or an approved alternate superior security standard ratified by the time of implementation. ITP shall have the ability to independently change the encryption keys as often as desired.

ITP shall have the ability to independently adjust the signal strength of each WLAN access point.

WLAN access points shall meet or exceed the following environmental capabilities:

- Non-operating (storage) temperature: -40 to 185°F (-40 to 85°C)

- Operating temperature: -4 to 131°F (-20 to 55°C)
- Operating humidity: 10 to 90 percent (non-condensing)

2.4.2.2 Installation

WLAN access points shall be ceiling or wall mountable.

WLAN access points shall be installed such that wireless signals don't get obstructed by any barrier.

2.4.3 Video Playback Software

The system shall allow secured (password-protected) access to only authorized users and the "chain of custody" that includes personnel from risk management and operations departments.

The system shall allow the user to select for display, on a single monitor in a split-screen format, the time-synchronized video recorded by a particular DVR from some or all of the on-board cameras.

The system shall adjust the size of the selected video images to ensure that all portions of each video frame are visible on the monitor.

The system shall allow users to select forward or reverse video playback.

The system shall allow users to vary the playback speed over a range of at least 1/4x and 4x speed.

The system shall allow users to step through the video playback one frame at a time and rest on any given frame indefinitely.

The system shall allow the user to immediately jump to the beginning or end of recorded video on the hard drive.

The system shall allow the user to immediately jump to the beginning of each flagged video segment on the hard drive.

The system shall allow the user to immediately jump to the video beginning at a specific recording date and time.

The system shall allow users to adjust the brightness, contrast and tint.

The system shall provide digital zoom (minimum of 2x) and pan capability, to allow any portion of the image to be expanded but without an increase in the resolution of the portion of the image being viewed.

The system shall allow the user to choose whether or not to mark flagged video segments as being available to be overwritten.

The system shall be able to access and display the contents of the error log file stored on the hard drive.

The system shall support the installation of software upgrades and patches.

2.4.4 Video Archiving and Printing

The system shall allow the user to define video segments to be archived to an MPEG standard format file on the playback software hard drive.

The system shall allow the user to archive a single frame image displayed on the screen to an image file in Joint Photographic Experts Group (JPEG), Bitmap (BMP) or other standard formats for image files. Saved video images or movies shall be password protected.

The system shall allow the user to copy archive files to any authorized device on a server/workstation on the ITP LAN, including a hard drive, removable drive, Compact Disc (CD), or Digital Video Disc (DVD).

The system shall allow the user to print a single frame image displayed on the screen to any authorized printer on the ITP LAN. The software shall automatically populate the header/footer with the vehicle number, vehicle operator ID, time, date and location. Also, the software shall allow users to type a user-defined title, and allow users to preview the image and adjust the layout before printing.

The system shall allow the user to select parameters before printing, including paper size, image orientation and number of copies.

2.4.5 Real-time Video Streaming

The system shall be able to send a request via the data communication system to start or end live streaming video from one or more selected cameras connected to a particular DVR, including selecting the desired frame rate. This feature shall be available through both direct use of the software and "thin client" access from any workstation connected to the ITP LAN.

The system shall display incoming streaming video on a single monitor in a split-screen format, including displaying any embedded data stored with each frame.

The start/end date and time for video streaming shall be logged, including the vehicle/camera(s) viewed and the IP address of the external workstation if "thin client" access was used.

2.5 Project Management

2.5.1 General

The Contractor shall prepare all documentation in Microsoft Office file format (e.g., Word, Excel or PowerPoint) and Adobe Portable Document Format (PDF), with ITP granted full rights to reprint as needed.

2.5.2 Project Status Tracking

The Contractor shall prepare a System Implementation Plan (SIP), including the detailed implementation activities/schedule, progress milestones/status and assigned staff.

The initial draft of the SIP shall be provided to ITP within one week from the Notice to Proceed (NTP).

The revised SIP, addressing comments from the first onsite meeting, shall be provided to ITP within one week after this meeting.

The SIP must be approved and accepted by ITP before it can become effective.

An updated SIP shall be submitted to ITP at the beginning of each month.

The Contractor shall maintain an Action Item List (AIL), indicating for each item the following: (1) item number; (2) date generated; (3) brief item descriptive title; (4) assigned person with lead resolution responsibility; (5) date resolved; and (6) ongoing dated notes on resolution status.

The AIL shall be sorted, primarily by unresolved vs. resolved items and secondarily by the date the item was generated.

2.5.3 Bi-Weekly Conference Calls

The Contractor shall participate in bi-weekly conference calls with the ITP Project Manager, other ITP staff and outside consultants as determined by the ITP Project Manager.

The agenda for these meetings will be to discuss the most current status of and plans related to all issues identified in the recent releases of the SIP and AIL.

ITP reserves the right to identify for discussion any additional issues beyond those in the SIP and AIL.

A status report shall be issued to ITP at least two days prior to each conference call, including (1) an agenda for the upcoming conference call highlighting key discussion items; and (2) an updated AIL with the updates incorporating the discussions of the previous bi-weekly conference call as well as other subsequent developments since the previous AIL release.

The Contractor shall be represented in these conference calls by, at a minimum, their Project Manager, as well as any additional Contractor staff necessary to properly address the current issues and project status.

ITP will be represented by their designated implementation management representatives.

Conference call facilities shall be arranged and paid for by the Contractor.

The Contractor shall submit minutes within two days of each conference call.

2.5.4 Minimum Required Onsite Work

At the first meeting, the Contractor shall be prepared to discuss ITP feedback on the draft SIP and to participate in a Requirements Review.

At the second onsite meeting, the Contractor shall be prepared to discuss ITP feedback on the draft Design Review documentation.

During the third and subsequent onsite activities, the Contractor shall install the system and conduct acceptance testing. These onsite installation and testing efforts will occur over an extended period, and will likely involve several onsite trips and a range of Contractor staff.

2.5.5 Invoicing

The Contractor shall only submit an invoice once ITP has indicated that a progress payment milestone has been achieved.

2.6 Design Review

The Contractor shall participate in the Requirements Review (RR), as part of the first onsite meeting. The RR meeting shall discuss, for each contract requirement, the following: (1) the ITP design intent; (2) the intended Contractor design approach; and (3) the general Contractor approach to demonstration through the acceptance testing process.

The Contractor shall submit draft Design Review Documentation (DRD) within three weeks of the RR meeting.

The Design Review Documentation shall include the following materials: (1) an overview of the equipment, system and configuration proposed for implementation; (2) detailed technical documentation for each equipment item; (3) detailed technical documentation on all software, addressing the functions of each module, the format of all user interface screens, the format of all reports, the data fields to be included in all data exchange interfaces and any other software aspects warranting advance agreement with ITP prior to system customization/configuration; and (4) a table detailing the approach taken in the design to address each individual contract requirement (subsequently referred to as the Requirements Matrix (RM)).

The Contractor shall prepare all deliverables in Microsoft Word, Excel or PowerPoint and Adobe PDF formats, with ITP granted full rights to reprint as needed.

The second onsite meeting will include discussions with ITP on their feedback on the Design Review Documentation , and shall occur within four weeks after the draft Design Review Documentation has been submitted.

The Contractor shall submit the updated Design Review Documentation within two weeks of the second onsite meeting.

The Design Review Documentation is intended only to reduce the chance of any misunderstandings on the design intent or interpretation of the contract requirements. The Design Review Documentation shall not alter the need for the successful formal demonstration of each requirement through the Acceptance Testing process.

2.7. General Installation Requirements

Installations shall be performed overnight between the hours of 20:00 and 04:00 hours each day. At the request of the Contractor and with at least two days advance notice, ITP may permit installations at other times.

The Contractor shall install and configure the entire system, including ITP-provided computer hardware and integration with existing systems. **All hardware must be delivered to ITP no later than June 1, 2010.**

The Contractor shall provide all necessary personnel, tools, test equipment, transportation, hardware and supplies for the successful and complete installation of all equipment and software.

The Contractor shall be responsible for their own and subcontractors' performance and safety.

Installations shall be performed in accordance with all Federal, State and Local laws and regulations.

The Contractor shall supply any electrical equipment necessary to operate system components using existing DC electrical power available on ITP vehicles and existing AC electrical power at fixed facilities. If existing power arrangements are unsatisfactory, the Contractor must specify proposed alterations.

The Contractor shall submit Installation Design Documentation (IDD) for ITP approval prior to undertaking any installations.

The IDD shall provide text, drawings, illustrations and images using adequate detail to allow for quality installation by a technician without further training in conjunction with other installation instructions provided by the vendors of individual equipment components.

The IDD shall include details on (1) equipment installation locations/mounting; (2) routing, conductors, color-coding, labeling, and connectors for power, communications and vehicle ground circuits; (3) connections with, any required modifications to and restoration of existing infrastructure; (4) work area and equipment storage requirements (5) methods and quality standards; and (5) supervision and quality assurance procedures.

ITP reserves the right to allow no more than 10% of its vehicle fleet to be out of service within any given 24-hour period to accommodate vehicle installations.

ITP also reserves the right to, when necessary, allow less of its vehicle fleet to be out of service if needed in order to avoid disruption to revenue service requirements in conjunction with maintenance requirements.

The Contractor shall ensure that all vehicles made available for overnight installation work are ready for revenue service by the start of the next day.

The capabilities of existing infrastructure affected by or to be integrated into the new system, such as the ITP LAN facilities, shall not be reduced at any time by system implementation.

The Contractor shall only be authorized to undertake installations after ITP approval of a pre-installation inspection for each installation site, documenting the existing condition of any existing infrastructure that may be affected by the installation.

All spare components must be delivered before ITP will allow equipment installation.

After installations, the Contractor shall be responsible for restoring the condition of any affected existing infrastructure at the installation sites to their pre-installation condition.

The Contractor shall be responsible for the security of equipment prior to installation. ITP will provide space for the Contractor to establish secure storage facilities adjacent to each installation area.

ITP will provide space for central system installations and vehicle installations.

ITP will provide light and electrical service at all installation locations, as well as access to compressed air at vehicle installation locations.

ITP will provide sufficient staff to move vehicles to and from the installation locations.

ITP will complete agreed modifications to existing infrastructure required to support the installations.

The Contractor shall prepare all deliverables in Microsoft Word, Excel or PowerPoint and Adobe PDF formats, with ITP granted full rights to reprint as needed.

2.8 Acceptance Testing

The Contractor shall submit an Acceptance Test Procedures document, for ITP approval prior to undertaking any testing.

The Acceptance Test Procedures document shall clearly address: (1) how each testable specification requirement will be demonstrated, including the method for performing the test; (2) the results that will constitute success for each test; and (3) responsibilities of both Contractor and ITP representatives during each test.

The Acceptance Test Procedures document shall include an updated Requirements Matrix from the Design Review Documentation, to include the test stage at which each contract requirement will be demonstrated; and a cross-reference to the test procedure(s) that serve to address each contract requirement.

The Contractor shall prepare all deliverables in Microsoft Word, Excel or PowerPoint and Adobe PDF formats, with ITP granted full rights to reprint as needed.

The Acceptance Test Procedures document shall be submitted to ITP at least three weeks in advance of any intended testing.

The ATP shall incorporate the following distinct testing stages: (1) Installation Testing; (2) System Testing; and (3) Burn-In Testing.

Installation Testing shall be completed after each installation, and deficiencies shall be rectified before the initiation of System Testing.

Installation Testing may be witnessed by ITP representatives.

System Testing shall be completed after the entire system has been installed, and deficiencies shall be rectified before the initiation of Burn-In Testing.

System Testing shall include the testing of all spare components.

System Testing shall be witnessed by ITP representatives.

Burn-In Testing shall involve revenue service use of the system over a 30-day period after the completion of System Testing, and deficiencies shall be rectified before ITP will grant System Acceptance.

ITP may authorize the Contractor to proceed to the next testing stage with certain deficiencies not yet resolved.

The Contractor shall provide written notice to ITP at least five days in advance of any testing, indicating the specific tests to be completed as well as the date, time and location.

The Contractor shall be required to reschedule testing if ITP witnessing representatives cannot be present or if other circumstances prevent testing from taking place.

The Contractor shall provide written Test Results Documentation within one week of completing each stage of testing.

The Test Results Documentation shall document the results of each ATP procedure and provide an updated Requirements Matrix that indicates which contract requirements have been demonstrated.

The Test Results Documentation must be approved before ITP will grant SA.

System Acceptance will not be granted until all contract requirements have formally demonstrated through AT.

The Requirements Matrix shall be used as a “punch list” to track which requirements have not yet been demonstrated at each stage of testing.

A requirement classified as having been “demonstrated” during a certain Acceptance Testing stage can be subsequently redefined as having been “not demonstrated” if compliance issues emerge prior to System Acceptance.

2.9 Documentation and Training

2.9.1 General

The Contractor shall prepare all deliverables in Microsoft Word, Excel or PowerPoint and Adobe PDF formats, with ITP granted full rights to reprint as needed.

All documentation and training must be completed before ITP will allow the corresponding installations.

2.9.2 Training

The Contractor shall provide onsite training courses for at least: (1) up to five equipment installers/maintainers; (2) up to four applications/systems administrators; and (3) up to ten ITP management staff.

The Training Plan, including the training schedule and course outlines, must be provided to ITP for review at least three weeks in advance of the start of training.

The Training Plan must be approved by ITP before the start of training.

The Contractor shall furnish all special tools, equipment, training aids, and any other materials required to train course participants, for use during training courses only.

The instructors shall demonstrate a thorough knowledge of the material covered in the courses, familiarity with the training materials used in the courses, and the ability to effectively lead students in a classroom setting.

If any instructor is considered unsuitable by ITP, either before or during the training, the Contractor shall provide a suitable replacement within 5 business days of receiving such notice from ITP.

The Contractor shall provide brief refresher versions of each training course to the original trainees between three to six months after System Acceptance for each deployment stage at no additional cost.

The Contractor shall provide additional training to the original trainees after SA at no additional cost if major modifications are made to the system after the initial training due to system upgrades or changes made under warranty; and/or System Acceptance occurs at least three months after the completion of training, due to delays for which the Contractor is responsible.

2.9.3 Manuals

The Contractor shall provide an As-Built Document to ITP at the completion of each deployment stage.

The As-Built Document shall include: (1) an inventory of all components supplied including supplier, model number, serial number and installation location; (2) an inventory of all spare parts supplied including supplier, model number, serial number

and storage location; (3) all reference and user manuals for system components, including those components supplied by third parties; (4) all warranties documentation, including that for components supplied by third parties; (5) a schematic diagram and Bill of Materials indicating the as-built configuration and interconnections between components for each fixed installation location and vehicle type; and (6) the version number of all software, including that supplied by third parties. ITP reserves the ongoing right to share this documentation with bus Original Equipment Manufacturers to facilitate the direct installation of equipment as part of future bus purchases.

The Contractor shall provide Maintenance Manuals documenting (1) how the system components were installed; (2) how to install and configure spare components; and (3) the schedule/procedures for preventative maintenance, inspection, fault diagnosis, component replacement and warranty administration on each system component.

The Contractor shall provide a Systems Manual, documenting (1) the configuration and topology of central systems hardware and software; (2) central systems software functions and operations; (3) scheduled maintenance required for the central systems; and (4) database structure and data dictionary.

2.10 Spare Components

The Contractor shall provide an initial supply of spare components to ITP for each major replaceable component, with a quantity of at least 15% of the installed quantity (with a minimum quantity of one).

The proposal shall include a list of the spare components and quantities to be provided, including manufacturer and model numbers.

Storage provisions, such as shelving, bins or racks, for the spare components shall be included, and the components shall be delivered to ITP already organized and labeled such that they can be readily identified and found. The storage provisions, organization and labeling must be approved by the ITP Project Manager.

Spare components shall be packaged to protect their reliability, including providing for them to be identified, inspected, stored for long periods, and endure multiple inventories without damage or degradation.

At any time during the warranty period, ITP shall have the option to purchase additional spare components. The price proposal shall include the price for ITP optional purchase of each spare component.

These additional spare components shall be packaged, organized and labeled in the same manner as the original supply of spare components, although additional storage provisions will not need to be provided. These additional spare components will also be covered by the warranty.

2.11 Warranty

2.11.1 General

The warranty period shall run for all system components, from their date of installation through to two years from the date of System Acceptance.

The Contractor shall offer an option to extend the warranty period for one, two or three additional years. The Contractor shall document any differences in the warranty terms for these option years in their proposal.

The Contractor shall warrant that it has reviewed and evaluated all information furnished by ITP and has made all inquiries necessary such that the Contractor is fully aware of ITP business requirements and intended uses of system, as set forth or referenced in the Request for Proposals and any Addenda, Amendments or Final Proposal Requests.

The Contractor shall warrant that the system satisfies the foregoing requirements in all material respects and will be fit for such intended uses.

The Contractor shall warrant that the design, materials, construction, software and workmanship of the equipment shall reflect the intended use of the equipment as a component of the overall transit management system in the ITP environment.

The Contractor shall warrant that equipment and software, including the initial supply of spare components, (1) are free from defects in design, material and workmanship, and shall remain in good working order, and (2) function properly and in conformity with this Contract.

The Contractor shall warrant that the documentation provided shall completely and accurately reflect the operation and maintenance of the equipment and software, and provide ITP with all information necessary to maintain the system.

If there is a change in the production configuration of any equipment or software being installed prior to System Acceptance, ITP may require that all previously installed equipment and software be upgraded to match the updated configuration.

The Contractor shall warrant compliance with all applicable laws and regulations relating to the project.

The Contractor shall warrant that its employees, agents and Subcontractors assigned to perform services under this contract shall have the proper skill, training and background to perform in a competent and professional manner and that all work will be so performed.

During the warranty period, the Contractor shall, at no cost to ITP, furnish such materials, labor, equipment, software, documentation, services and incidentals as are necessary to maintain the system in accordance with the warranty.

The Contractor shall provide any software upgrades, fixes, updates, or version changes at no cost to ITP during the warranty period.

In addition to the foregoing warranties, the Contractor shall assign to ITP, and ITP shall have the benefit of, any and all Subcontractors', Suppliers', and Vendors' warranties and representations with respect to the deliverables provided.

In its agreements with Subcontractors, Suppliers and Vendors, the Contractor shall require that such parties (1) consent to the assignment of such warranties and representations to ITP; (2) agree that such warranties and representations shall be enforceable by ITP in its own name; and (3) furnish documentation on the applicable warranties to ITP.

The Contractor shall provide a single point of contact for all warranty administration during the warranty period.

The Contractor shall warrant that ITP shall acquire permanent title to all equipment and non-proprietary software provided under the Contract, free and clear of all liens and encumbrances.

2.11.2 Support

The Contractor shall arrange for support from one or more qualified firms to be available on a four-hour response basis, when needed by ITP to assist with fault diagnosis or component replacement.

The proposal shall include a list of the support firms, their support responsibilities and the response arrangements.

If a support firm does not respond within the agreed response timeframe, or when a support firm is not able to provide the needed support, the Contractor shall provide supplementary support in accordance with an agreed escalation procedure. The escalation procedure can initially involve telephone support, but must culminate in the Contractor providing on-site support if needed. The proposal must define the proposed support escalation procedure.

2.11.3 Repair or Replacement of Faulty Components

During the warranty period, the Contractor shall repair or replace any faulty components, with the cost included in the warranty price. ITP will ship each faulty component to the Contractor, who shall return a new or repaired component within one week of originally receiving it.

If the Contractor determines that a returned component is not faulty, ITP shall receive the original component back in working order within two days of the Contractor originally receiving the returned component.

All components received back at ITP from the Contractor will be tested in accordance with the original Acceptance Test Procedures document, and returned to the Contractor if faulty accompanied by a certification.

The Contractor shall pay all shipping charges to and from ITP, and any duties associated with the repair or replacement of faulty units.

Returned or replaced spare components shall be packaged, organized and labeled in the same manner as the original supply of spare components.

2.11.4 System-wide Replacement

If at least 25% of a given component requires repair or replacement within the two-year warranty period, the component shall be deemed to warrant system-wide replacement.

System-wide replacement shall require the Contractor to replace all units of the suspect component throughout the system, whether or not they have exhibited any fault.

Even if the system-wide replacement activity extends beyond the end of the two-year warranty period, the Contractor shall be obligated to complete it if the need was documented before the end of the warranty period.

SECTION 3 - CONTENT OF PROPOSAL

3.1 GENERAL

The proposal shall be signed by an official authorized to bind the firm and shall contain a statement to the effect that the proposal is a firm offer for a ninety (90) day period. The proposal shall provide the following: Name, address, and telephone number of the individuals with authority to negotiate and contractually bind the company.

Sealed proposals will be accepted until Monday February 22, 2010 at 12:00 PM. Questions regarding the proposal or the requirements shall be addressed to:

Mark Fedorowicz
Purchasing Manager
Interurban Transit Partnership
300 Ellsworth Ave., SW
Grand Rapids, MI 49503-4005

One (1) original and five (5) copies of the proposal along with one digital (CD) copy are to be submitted. Proposers should complete the enclosed "Sealed Proposal" label and attach it to the outside of the envelope containing the proposal. ITP assumes no responsibility for the premature opening of sealed proposals which do not have this label attached.

If the proposal is submitted by mail, it shall be mailed a minimum of three (3) days prior to the submittal date. The proposal envelope shall be postmarked by the U.S. Postal Service or other mail service. Postage meter dates are not acceptable. Proposals mailed less than three (3) days prior to the submittal date and received after the submittal deadline will not be accepted. Proposals must be accompanied by a signed statement acknowledging the receipt of any addenda issued to this RFP.

The following information, at a minimum, shall be included as part of the proposal.

3.2 PROPOSAL CONTENTS

To be judged fairly and correctly, proposers should address the following areas (in their relative order of importance) in their proposal:

1. Compliance with Specifications
 - a. The proposed system must meet the requirements of the Specifications as described in Appendix B – Compliance Matrix
 - b. Detailed schematics for each camera installation (per bus) must be provided.

2. Firm Qualifications:
 - a. Related Experience (describe three similar magnitude bids).
 - b. References (provide three examples including dollar value, contact name and phone number).
3. Schedule:
 - a. Detail schedule for installing all cameras and related equipment, including:
 - i. Number of personnel assigned to complete installation
 - ii. Number of man weeks needed to complete job
4. Financial proposal.
 - a. The proposer shall provide a cost to manufacture and install all cameras and related equipment according to the Price Proposal found in Appendix C.
5. Firm Certifications must be filled out (no points for providing these requirements).

3.3. SUBCONTRACTING

If any **subcontractors** are to be used, the proposer must submit a description of each person or firm, the work to be done by each **subcontractor** and the cost of the work. All **subcontractors** must be approved by ITP. In no event shall the **Contractor** subcontract more than 49% of the work and/or cost of the contract. No additional work may be subcontracted without prior written approval of ITP.

3.4 FINANCIAL PROPOSAL

The Financial proposal is contained in Appendix C Price Proposal Form, included at the end of this section. An officer of the company must sign it.

3.5 DBE INFORMATION

Information on any Disadvantaged Business Enterprise (DBE) participation shall be submitted. ITP has established a DBE Participation Policy Statement and goals for performance of this project. Specific information regarding the policy and goals is provided in Section 5: CONTRACT PROVISIONS. At a minimum, DBE information shall include:

- A description of any DBE firm(s) and the work it (they) will perform.
- Evidence of the firm's DBE certification.
- Estimated value of services to be performed and/or materials to be provided by DBE firm(s) under the proposal.
- Evidence of good faith efforts if DBE participation is not secured.

3.6 FIRM CERTIFICATIONS

Proposals submitted in response to this Request for Proposal shall include the following items:

1. DBE Certification (page 29)
2. Certification Of Primary Contractor Regarding Debarment, Suspension, And Other Responsibility Matters (page 31)
3. Certification Of Lower-Tier Participants (Subcontractors) Regarding Debarment, Suspension, And Other Ineligibility And Voluntary Exclusion (page 33)
4. Buy America Certification (page 35)
5. Certification Of Restrictions On Lobbying (page 37)

DBE PARTICIPATION FORM

Separate information is required for each DBE subcontractor. This form may be duplicated as necessary.

1.DBE Firm Name: _____

Address: _____

2.Dollar amount awarded: _____

3.Description of work to be performed _____

4. CONTRACTOR'S COMMITMENT TO USE DBE FIRM

_____ is committed to utilize the DBE contractor to
(Name of Contractor)

utilize the above named DBE subcontractor/supplier in the manner and amount
described on this form.

Dated _____
(Authorized Signature)

5. DBE'S COMMITMENT TO PARTICIPATE

_____, as a DBE firm, is committed to perform
(Name of subcontractor/supplier)

the work as described above for the amount specified.

Dated _____
(Authorized Signature)

6. NO SUBCONTRACT OPPORTUNITIES, AVAILABLE.

_____, has no subcontractor opportunities
(Name of subcontractor/supplier)

available for work to be performed.

Dated _____
(Authorized Signature)

BLANK forms are NOT acceptable. If DBE subcontractor opportunities are available please fill out sections 1 thru 5. If no subcontractor opportunities available fill out section 6. SIGNATURES ARE REQUIRED.

DBE PARTICIPATION FORM

Separate information is required for each DBE subcontractor. This form may be duplicated as necessary.

1. DBE Firm Name: _____
Address: _____

Sub contractor
name and address

2. Dollar amount awarded: _____

Amount awarded to Sub contractor

3. Description of work to be performed: _____

Work description.

4. **CONTRACTOR'S COMMITMENT TO USE DBE** _____

Prime contractor fills out.

_____ is committed to utilize the DBE
(Name of Contractor)

contractor to utilize the above named DBE subcontractor/supplier in the manner
and amount described on this form.

Dated _____
(Authorized Signature)

5. **DBE'S COMMITMENT TO PARTICIPATE** _____

Sub contractor fills out.

_____ as a DBE firm, is committed to
(Name of subcontractor/supplier)

perform the work as described above for the amount specified.

Dated _____
(Authorized Signature)

6. **NO SUBCONTRACT OPPORTUNITIES, AVAILABLE.** _____

Prime contractor fills out.

_____, has no subcontractor opportunities
(Name of subcontractor/supplier)

available for work to be performed.

Dated _____
(Authorized Signature)

**CERTIFICATION OF PRIMARY CONTRACTOR REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The Primary Contractor, _____, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offense enumerated in paragraph (2) of this certification; and
4. Have not within a three (3) year period preceding this application/proposal had one (1) or more public transactions (Federal, State, or Local) terminated for cause or default.

If the above named Primary Contractor is unable to certify to any of the the statements in this certification, the Primary Contractor shall attach an explanation to this certification.

The Primary Contractor, _____, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provision of 31 U.S.C. Section 3801 et seq. are applicable thereto.

Signature and Title of Authorized Official

**CERTIFICATION OF LOWER-TIER PARTICIPANTS (SUBCONTRACTORS)
REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND
VOLUNTARY EXCLUSION**

The Lower Tier Participant (Subcontractor to the Primary Contractor), _____, certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the above named Lower Tier Participant (Subcontractor) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.

The Lower-Tier participant (Subcontractor), _____, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31. U.S.C. Sections 3801 et seq. are applicable thereto.

Signature and Title of Authorized Official

BUY AMERICA CERTIFICATE

Pursuant to Section 165 of the Surface Transportation Assistance Act of 1982, as amended by Section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, FTA regulations at 49 CFR, Part 661, and at 49 CFR, Part 663, and guidance issued by FTA, all bidders shall submit the following certificate with their bid or proposal. Failure to submit this certificate will automatically disqualify the bidder from consideration of a Contract award for this Project. An exemption from the "Buy America" requirements may be sought by ITP if grounds for an exemption exist.

CERTIFICATE OF COMPLIANCE WITH SECTION 165(a)

The bidder hereby certifies that *it will comply* with the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations in 49 CFR, Part 661.11

DATED: _____

COMPANY: _____

SIGNATURE: _____

TITLE: _____

CERTIFICATE OF **NON-COMPLIANCE** WITH SECTION 165(b)(3)

The bidder hereby certifies that *it cannot comply* with the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but it may qualify for an exception to the requirements consistent with Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR, Part 661.7.

DATED: _____

COMPANY: _____

SIGNATURE: _____

TITLE: _____

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, _____, hereby certify on

(Name) (Title)

behalf of _____ that:
(Firm)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Dated _____

(Name)

(Title)

(Firm)

SECTION 4 - EVALUATION OF PROPOSALS

4.1 BACKGROUND

Selection of the successful proposer will be based on information provided in the response to the RFP including subsequent addenda and negotiations (if any). Any exceptions to the proposed contract terms and conditions will bear on the final selection.

4.2 SELECTION CRITERIA AND EVALUATION

The project shall be awarded based on the proposal determined to be the most responsive to the needs of ITP.

An evaluation committee shall determine qualifications, interest and availability by reviewing all written responses that express an interest in performing the services, and when deemed necessary, by conducting formal interview of selected respondents that are determined to be best qualified based on the evaluation of written responses. The determinations shall be based on the proposal content as outlined in SECTION 2 of the RFP and the criteria listed below.

Proposals will be evaluated using the following criteria in their relative order of importance.

1. Compliance with Specifications
 - a. The proposed system must meet the requirements of the Specifications as described in Appendix B – Compliance Matrix
 - b. Detailed schematics for each camera installation (per bus) must be provided.
2. Firm Qualifications:
 - a. Related Experience (describe three similar magnitude bids).
 - b. References (provide three examples including dollar value, contact name and phone number).
3. Schedule:
 - a. Detail schedule for installing all cameras and related equipment, including:
 - i. Number of personnel assigned to complete installation
 - ii. Number of man weeks needed to complete job
4. Financial proposal.
 - a. The proposer shall provide a cost to manufacture and install all cameras and related equipment according to the Price Proposal found in Appendix C.
5. Firm Certifications must be filled out (no points for providing these requirements).

4.3 INTERVIEWS/NEGOTIATIONS

The ITP Evaluation Committee will review and evaluate all proposals. Based on the results of this evaluation, the committee may elect to award a contract (subject to Board approval) or to conduct further evaluation. The ITP may negotiate with those vendors within an acceptable range and request a Best and Final Offer prior to contract award.

Proposals must be received in the ITP offices until Monday, February 22, 2010 at 12:00 p.m. local time.

SECTION 5: INSTRUCTIONS TO BIDDERS

5.1 PROJECT BUDGET

The budget for this Project will be funded through financial assistance grants from the Federal Transit Administration (FTA) and Michigan Department of Transportation (MDOT). The total Project budget will be determined by the final negotiated price between ITP and the successful bidder. The ITP reserves the right to reduce the number of units ordered if sufficient Federal grant funds are not available.

5.2 TYPE OF CONTRACT

The Contract for this Project shall be a firm fixed price type.

5.3 INTENT OF SPECIFICATIONS

It is the intent of these specifications to provide completed Project of substantial and durable construction in all respects, which will be most suitable and advantageous for ITP. Experimental or unproven equipment, materials or design will not be accepted without prior review and written acceptance by ITP.

5.4 APPROVED EQUALS AND DEVIATIONS

All bids must be in strict compliance with the requirements and provisions of these specifications, including the provisions herein regarding "approvals", "approved equals", and "deviations". Where a feature, component or item is specified by brand name in these specifications, the words "or approved equal" will apply. **Where the approval of ITP is specifically required by these specifications in connection with a particular feature, or if the bidder proposes to submit a bid containing "approved equals" or "deviations" from specific requirements of these specifications, the bidder must obtain such approval, confirmed in writing, prior to the date for the bid opening.** With respect to "approved equals" or "deviations", the details of same and the reasons and justifications therefore must be submitted to ITP, including a statement whether the bidder has previously furnished or offered to furnish the item in question, is herein specified. Bids may be submitted containing such "approvals", "approved equals", or "deviations", as are specifically approved by ITP, confirmed in writing, prior to the bid opening date. Each bid must be accompanied by documentation regarding any such approvals granted by ITP for the bid. Notice of any such approvals required by and/or granted to a bidder shall be furnished by ITP to other prospective bidders prior to the bid opening date. Any unapproved deviations, exceptions, substitutions, alternates, or conditional qualifications contained in a bid may be cause for its rejection. The decision of ITP, as represented by the Chief Executive Officer (CEO), shall be final with respect to whether any proposed deviations from the specifications are acceptable. It should be understood that specifying a brand name, components, and/or equipment in this specification shall not relieve the supplier from his responsibility to produce the product

in accordance with the performance warranty and contractual requirements. The supplier is responsible for notifying ITP of any inappropriate brand name, component, and/or equipment that may be called for in the specifications, and to propose a suitable substitute for consideration.

5.5 PROTEST PROCEDURES

The following terms, conditions and appeal procedures will apply:

- A. ITP reserves the right to postpone the bid opening or receipt of proposals for its own convenience.
- B. Changes to the specifications will be made by addendum only.
- C. Prime Contractors and subcontractors may make appointments to discuss the Project specifications. This, however, does not relieve them from the written documented requests required by paragraphs (d) and (f), following.
- D. Requests for approved equals, clarification of specifications, and protest of specifications must be received by ITP in writing not less than nine (9) working days before the date of the scheduled bid opening or closing date for receipt of proposals. Any request for an approved equal or protest of the specifications must be fully supported with technical data, test results or other pertinent information as evidence that the substitute offered is equal to or better than the specification requirement.
- E. ITP's replies to requests under paragraph (d) above will be postmarked at least four (4) working days before the date scheduled for the bid opening or receipt of proposal.
- F. A protest by any adversely affected person regarding restrictive specifications or alleged improprieties in the solicitation must be made in writing and received by the ITP Purchasing Manager two (2) working days before the date scheduled for bid opening or receipt of proposal. The formal written protest shall state the name of the protester, a description of the Project, and the facts and law upon which the protest is based, and a statement as to what relief is requested.
- G. Upon receipt of a protest, ITP shall immediately determine if the date for the bid opening or closing date for receipt of proposals should be postponed. If the bid opening or closing date is postponed, ITP will contact all Contractors and subcontractors who were furnished a copy of the specifications by ITP that an appeal has been filed and that the bid opening or receipt of proposals is postponed until a decision has been issued. Notice of the postponement will be made in writing by addendum.
- H. Representatives of ITP and the protester shall meet within twenty-four (24) hours after receipt of the protest or at such a time as mutually agreed, to discuss all substantive issues raised in the protest. Upon completion of discussion between ITP and the protester, the ITP CEO will transmit a final decision in writing to the protester within five (5) working days. The final decision will respond to each substantive issue raised in the protest. If the written decision cannot be issued within this time period, the protester will be notified in writing of the time extension. Upon issuance of the written decision, ITP will then issue appropriate addendum to reschedule the date for the bid opening or closing date for the receipt of proposal.

- I. Protests by any adversely affected person for reasons other than for restrictive specifications or alleged improprieties in the solicitation must be made in writing and received by the ITP Purchasing Manager not more than three (3) working days after the posting of the Notice of Award is made to the participating bidders. Upon receipt of a protest after Contract award, ITP shall immediately determine if work on the protested Project should be suspended until such time as the protest is resolved.
- J. Representatives of ITP and the protester shall meet within twenty-four (24) hours after receipt of the protest or at such time as mutually agreed to by both parties to discuss the protest. Upon completion of discussions between ITP representatives and the protester, ITP will issue a written decision to the protester within five (5) working days. If the written decision cannot be issued within this time period, the protester will be notified in writing of the time extension.
- K. Except as noted in paragraph (I), ITP will not open bids, receive proposals or award a contract if a formal written protest has been received and no final decision has been issued by the ITP CEO. After the issuance of a final decision, ITP will wait a minimum of five (5) working days before opening bids or proposals or before awarding a Contract for a Project.
- L. ITP may open bids, receive proposals and award a Contract for a Project while a protest is pending final disposition when the ITP CEO determines that:
 - The items to be procured are urgently required;
 - Delivery or performance will be unduly delayed by failure to make an award promptly; or,
 - Failure to make prompt award will otherwise cause undue harm to ITP or the Federal Government.
- M. Protester may request a reconsideration after a final decision has been issued by the ITP CEO within five (5) working days after the issuance of a final decision if new data or information becomes available that was not previously known, or there has been an error of law or regulation.
- N. The provisions of Chapter V of FTA Circular 4220.1B (5/5/88), are hereby incorporated and made part of the rules of ITP. Protests to the FTA by a protester must be made in accordance with FTA Circular 4220.1B. FTA will only consider a protest that alleges failure of ITP to have a written protest procedure or failure to follow such procedure. Alleged violations of a specific Federal requirement that provides an applicable complaint procedure shall be submitted and processed in accordance with that Federal regulation.
- O. Any appeal or protest may be withdrawn at any time.

5.6 SUBMISSION OF PROPOSAL

Proposals will be accepted until Monday, February 22, 2010 at 12:00 p.m., local time. They shall be submitted to:

Mark Fedorowicz, Purchasing Manager
Interurban Transit Partnership
300 Ellsworth Ave., S.W.
Grand Rapids, MI 49503

Proposals submitted to ITP shall include one (1) original and five (5) copies and one digital (CD) copy.

5.7 SEALED PROPOSAL LABEL

The bidder should complete the enclosed "Sealed Proposal" label and attached it to the envelope containing the bid or proposal. In the event that the proposer does not receive a "Sealed Proposal" label, the outside of the envelope should state in prominent lettering, "ON-BOARD VIDEO SURVEILLANCE SYSTEM". ITP assumes no responsibility for the premature opening of sealed bids or proposals which do not have this label attached to the outside of the envelope.

5.8 MAILING BIDS/PROPOSALS

Bids or proposals submitted by mail shall be mailed a minimum of three (3) days prior to the bid opening date or date scheduled for receipt of proposals. Postmarks by the U.S. Postal Service or other mail delivery service is required. Postage meter dates are not acceptable. Bids or proposals which are not mailed in a timely manner and received after the scheduled bid opening or proposal submittal date will not be accepted.

5.9 DURATION OF OFFER

All bids or proposals shall remain in effect for a minimum of sixty (60) days from the bid opening date or scheduled date for receipt of proposals. Offers that allow less than sixty (60) days for acceptance by ITP will be considered non-responsive and will be rejected.

5.10 PROPOSAL PRICE

- A. Bid prices shall be submitted on the forms provided. Prices submitted in any other form may be considered non-responsive and may be rejected.
- B. Bid prices shall be based on F.O.B. ITP, Grand Rapids, Michigan.
- C. The price stated in any bid submitted shall include all items of labor, materials, equipment, tools and other costs necessary to fully complete and deliver this Project pursuant to the specifications. It is the intention of these specifications to provide and require a complete project of the type prescribed. Any item or items omitted from such specifications which are clearly necessary for the completion of such Project and its appurtenances shall be considered a portion of such Project although not directly specified or called for in these specifications.

5.11 TAX EXEMPTION

ITP is exempt from payment of all Federal, State, and local taxes in connection with this Project. Said taxes shall not be included in the bid or proposal prices. ITP will provide

necessary tax exemption certificates. This provision does not relieve the Contractor from the responsibility to pay all applicable taxes for goods, services, and labor acquired in the performance of this Project.

5.12 DISCOUNTS

Prompt payment discounts will not be considered in the evaluation of proposals or bids. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the bidder. As an alternative to offering a prompt payment discount in conjunction with the offer, bidders awarded Contracts may include prompt payment discounts on individual invoices.

5.13 PAYMENT TERMS

ITP will make payment within thirty (30) days after delivery and installation of the units. Invoices may be submitted after each load is shipped and received. If installation is not part of the project, payment will be after the shelters are received by the ITP. The Contractor may submit invoices to ITP prior to or upon delivery. Payment will not be made without an invoice.

5.14 LATE BIDS, MODIFICATIONS OF BIDS OR WITHDRAWAL OF BIDS

- A. Any bid or modification to a bid received at the ITP office designated in the solicitation after the exact time specified for bid opening will not be considered and will be returned to the bidder unopened.
- B. A bid may be modified or withdrawn in person by a bidder or their authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the modification or withdrawal is made prior to the exact time set for opening of bids.

5.15 DETERMINATION OF SUCCESSFUL BIDDER (Not Applicable)

In determining the successful bidder, consideration is given to bid price, responsiveness of the bidder to the solicitation, and the bidder's responsibility. The Contract award for this Project will be made to the lowest, responsive and responsible bidder.

5.16 PROPOSER QUALIFICATIONS

In order to be eligible for award, bidders must be responsive and responsible.

- A. Responsive offers are those complying in all material aspects of the solicitation, both as to the method and timeliness of submission and as to the substance of the resulting Contract. Bids or proposals which do not comply with all the terms and conditions of the solicitation may be rejected as non-responsive.
- B. Responsible bidders are those prospective Contractors who, at a minimum, must:

- 1) Have adequate financial resources, as required during performance of the Contract.
 - 2) Are able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments.
 - 3) Have a satisfactory record of past performance.
 - 4) Have necessary technical capability to perform.
 - 5) Provide evidence satisfactory to ITP that the bidder will comply with the DBE requirements.
 - 6) Certify that they are not on the U.S. Comptroller General's list of ineligible Contractors.
 - 7) Are qualified as a manufacturer or regular dealer of the items being offered.
 - 8) Are otherwise qualified and eligible to receive an award under applicable laws and regulations.
- C. All prospective bidders may be requested to submit written evidence verifying that they meet the minimum criteria necessary to be determined a responsible Contractor. Refusal to provide requested information may cause rejection of the bid or proposal.

5.17 ACCEPTANCE OF PROPOSAL

Each proposal shall be submitted with the understanding that the acceptance in writing by ITP of the offer to furnish any or all goods or services described therein shall bind the bidder on his part to furnish and deliver at the proposal price, in accordance with the condition of said accepted proposal and specifications.

5.18 WITHHOLDING AWARD

This solicitation for bids or proposals does not commit ITP to award a contract, pay any costs incurred in preparation of bid or proposals in response to this solicitation, or to procure or contract for good or services. Bidder shall be responsible for all costs incurred as part of their participation in the pre-award process.

5.19 PROPOSAL ACCEPTANCE, REJECTION, AND POSTPONEMENT

ITP reserves the right to postpone, accept, or reject any and all proposals in whole or in part, on such basis as the ITP Board deems to be in its best interest to do so, subject to the rules and regulations set forth by the U.S. Department of Transportation

5.20 USDOT/FTA CONCURRENCE FOR CONTRACT AWARD

The award of a Contract for this Project may be subject to review and concurrence by the U.S. Department of Transportation, Federal Transit Administration.

5.21 SINGLE BID/PROPOSAL RESPONSE

If only one (1) bid is received in response to the Request for Proposals, a detailed cost proposal may be requested of the single bidder. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

5.22 DBE PARTICIPATION

In connection with the performance of this Contract, the successful bidder agrees to cooperate with ITP in meeting its commitments and goals with regard to maximum utilization of Disadvantaged Business Enterprises (DBE). The policy and obligations for maximum utilization of DBE's are herein set forth:

- A. Policy - It is the policy of the Department of Transportation that Disadvantaged Business Enterprises, as defined in 49 CFR, Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or apart with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR, Part 23 apply to this Agreement.
- B. DBE Obligation - ITP or its Contractor agrees to ensure that Disadvantaged Business Enterprises, as defined in 49 CFR, Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, ITP or its Contractors shall take all necessary and reasonable steps in accordance with 49 CF, Part 23, to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and to perform contracts. ITP and its Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

Requirements and goals for Disadvantaged Business Enterprise participation in this Project are as follows:

A minimum of **zero percent (0%)** of the total contract price, as awarded, shall be established as a goal to be made available to certified DBE's. Compliance with the percentage goal may be fulfilled by DBE's performing as either:

- 1) A member of a joint venture as a prime contractor;
- 2) An approved subcontractor;
- 3) An owner-operator of equipment;
- 4) A renter of equipment to a prime contractor;
- 5) A firm manufacturing and supplying goods used in the project;
- 6) A firm supplying goods used in the project (when supplying goods, only 60 percent (60%) will be counted).

Prior to Contract award, the apparent successful bidder shall submit a written assurance of meeting the above goals and shall include names of DBE subcontractors, addresses

of contact persons, a description of work to be performed and dollar values of each proposed DBE subcontract.

If the goals were not met, the bidder must demonstrate that sufficient good faith efforts were made to meet the DBE contract goals and shall document the steps he has taken to obtain DBE participation.

Good faith efforts may include, but are not limited to, the following:

- a) Attendance at a pre-bid meeting, if any, scheduled by ITP to inform DBE of subcontracting opportunities under a given solicitation.
- b) Advertisement in general circulation media, trade and association publications and minority focus media.
- c) Written notification to DBE's that their interest in the contract is solicited.
- d) Efforts made to select portions of the work proposed to be performed by DBE's is in order to increase the likelihood of achieving the stated goals.
- e) Efforts to negotiate with DBE's for specific sub bids shall include the names, addresses and telephone numbers of DBE's contacted regarding the plans and specifications for portions of the work to be performed.
- f) Concerning each DBE the bidder contacted but rejected as unqualified, the reasons for the bidder's conclusion.
- g) Effort made to assist the DBE contacted that needed assistance in obtaining bonding or insurance required by the bidder or ITP.

Award of the Contract will be conditioned upon satisfaction of these requirements.

5.23 DEBARMENT AND SUSPENSION

Bidders shall complete and submit as part of their bid, the Certification of Primary Contractor Regarding Debarment, Suspension, And Other Responsibility Matters for all projects when the total aggregate value of the contract exceeds \$100,000. The bidder shall also submit a list of subcontracts and subcontractors which will have a financial interest in this Project which exceeds \$25,000 or will have a critical influence on or a substantive control over the Project. A Certification Of Lower-Tier Participants Regarding Debarment, Suspension, And Other Ineligibility And Voluntary Exclusions shall be submitted by the bidder to ITP for each listed subcontractor prior to contract award.

During the term of the Contract the successful bidder will be required to immediately notify ITP of 1) any potential subcontractor that is subject to this provision and to submit the appropriate certification prior to award of a subcontract, 2) any information that its certification or certification of its subcontractors was erroneous when submitted, 3) any information that certifications have become erroneous by reason of changed circumstances.

5.24 LOBBYING CERTIFICATION

Bidders shall complete and submit as part of their bid the Certification of Restrictions On Lobbying for all projects when the total aggregate value of the contract exceeds \$100,000. The Contractor shall also submit a list of subcontracts and subcontractors which will exceed \$100,000. A Certification Of Restrictions On Lobbying shall be submitted by the bidder to ITP for each listed subcontractor prior to contract award.

5.25 BUY AMERICA CERTIFICATION

Pursuant to Section 165 of the Surface Transportation Assistance Act of 1982, as amended by Section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, FTA regulations at 49 CFR, Part 661, and guidance issued by FTA, all bidders shall submit the following certificate with their bid or proposal. Failure to submit this certificate will automatically disqualify the bidder from consideration of a Contract award for this Project. An exemption from the "Buy America" requirements may be sought by ITP if grounds for an exemption exist.

SECTION 6: CONTRACT PROVISIONS

The following contract provisions shall be applicable to this Project.

6.1 PROJECT STARTUP

The Contractor agrees to commence work on this Project immediately upon the signing of this Contract by both parties and the issuance of a Notice to Proceed by ITP.

6.2 CONTRACT AMOUNT AND PAYMENT

ITP agrees to make payments for this Project in accordance with the Payment Schedule included as Exhibit 1. The Contractor agrees to accept these amounts as payment in full.

6.3 PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK

The granting of any progress payment or payments by ITP, or the receipt thereof by the Contractor, shall not constitute in any sense acceptance of the work of any portion thereof, and shall in no way lessen the ability of the Contractor to replace unsatisfactory work or material, though the unsatisfactory character of such work or material may not have been apparent or detected at the time such payment was made. Material, components or workmanship which does not conform to the instruction of these Contract requirements and specifications, or are not equal the samples submitted to and approved by ITP will be rejected and shall be replaced by the Contractor without delay.

6.4 AGREEMENT CHANGES

Additions, deletions or modifications to this Agreement may be made only in accordance with a written agreement between the parties, signed on behalf of ITP by its CEO or the Project Manager.

6.5 DISPUTES

Except as otherwise provided in the Contract, any dispute concerning a question of fact arising under the Contract which is not disposed of by agreement shall be decided by the ITP Project Manager who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the ITP Project Manager shall be final, unless determined by a court of competent jurisdiction to have been fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute

thereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with ITP Project Manager's decision.

This clause does not preclude consideration of law questions in connection with decisions provided for in this clause, provided that nothing in this Contract shall be construed as making final the decision of any administrative official, representative or board on a question of law.

6.6 PATENT, TRADEMARK, COPYRIGHT, AND TRADE SECRET INFRINGEMENT

The Contractor warrants that the goods and services do not infringe on any patent, trademark, copyright or trade secret of any third parties and agrees to defend, indemnify and hold ITP, its officers, agents, employees, trustees and its successors and assigns, harmless from and against any and all liabilities, loss, damage or expense, including, without limitation, court costs and reasonable attorneys' fees, arising out of any infringement or claims of infringement of any patent, trade name, trademark, copyright or trade secret by reason of the sale or use of any goods or services purchased under this Contract. ITP shall promptly notify the Contractor of any such claim. ITP makes no warranty that the production, sale or use of goods or services under this Contract will not give rise to any such claim and ITP shall not be liable to the Contractor for any such claim brought against the Contractor.

6.7 INDEMNIFICATION

The Contractor agrees to indemnify and hold ITP, its officers, agents, employees and/or trustees, harmless from and against any and all claims or causes of action brought against ITP and from any and all damages, losses, expenses, attorneys' fees, costs and liabilities sustained by ITP arising out of any claimed defect in the goods or services supplied by the Contractor, any claimed improper manufacture, design, design drawings, specifications, materials or repairs provided by the Contractor pursuant to the Contract, and any claim by a third party for patent, trademark, copyright, or trade secret infringement. The Contractor's obligation under this paragraph shall include the obligation to indemnify and hold ITP harmless for its own negligence whether active, passive or concurrent, in the performance of ITP's duties and obligations pursuant to the Contract.

6.8 COVENANT AGAINST GRATUITIES

The Contractor warrants that he or she has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any official or employee of ITP with a view toward securing favorable treatment in the awarding, amending, or evaluating performance of Contract.

6.9 ASSIGNABILITY

The terms and provisions of the Contract documents shall be binding upon ITP and the Contractor and their respective partners, successors, heirs, executors, administrators, assigns and legal representatives. The rights and obligations of the Contractor under the Contract may not be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way without ITP's prior written consent. The Contractor may subcontract a portion of its obligations to other firms or parties but only after having first obtained the written approval by ITP of the subcontractor.

ITP may assign its rights and obligations under the Contract to any successor to the rights and functions of ITP or to any governmental agency to the extent required by applicable laws or governmental regulations or to the extent ITP deems necessary or advisable under the circumstances.

6.10 PRICE WARRANTY AND COMMISSIONS

The price to be paid by ITP shall be that stated in this Contract which the Contractor warrants to be no higher than the Contractor's current prices on orders by others for goods similar to those covered by this Contract for similar quantities under similar conditions and methods of purchase. In the event the Contractor breaches this warranty, the prices of the items shall be reduced to the Contractor's current prices on orders by others, or in the alternative at ITP's sole discretion, ITP may cancel this Contract without liability to the Contractor for breach. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for commission, percentage, brokerage or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, ITP shall have the right in addition to any other rights, to cancel this Contract without liability and to deduct from the Contract price or otherwise recover from the Contractor the full amount of such commission, percentage, brokerage or contingent fee.

6.11 RECORD RETENTION

During the course of the Project and for three (3) years thereafter, the Contractor agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as the Government may require. Reporting and record keeping requirements for governmental recipients are set forth in 49 CFR Part 18. Reporting and record keeping requirements for private nonprofit and for-profit recipients, are set forth in OMB Circular A-110. Project close out does not alter these requirements.

6.12 CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall maintain such insurance as will protect it from claims under Workers' Compensation Acts and other employee benefit acts; from claims for damages because of bodily injury, including death, to its employees and all others and from claims for damages to property; any or all of which may arise out of or result from the Contractor's operations under the Contract, or from any subcontractor or anyone directly or indirectly employed by either of them. This insurance shall be written for not less than the limits specified below. ITP shall be named as additionally insured in respect to all liability insurance policies. All policies shall contain an endorsement that written notice shall be given to ITP prior to termination, cancellation or reduction in coverage in the policy. Certificates of such insurance shall be filed with ITP prior to the start of the Contract.

- A. Worker's compensation insurance shall be in the amount and coverage required by the State of Michigan to protect it from claims under the Worker's Compensation Act and other employee benefit acts.
- B. General comprehensive liability insurance, including bodily injury and death, and property damage insurance in the minimum amount of \$1,000,000 per occurrence.
- C. Automobile liability and garage keepers liability, including bodily injury and property damage, insurance in the minimum amount of \$2,000,000 per occurrence.

6.13 UNAVOIDABLE DELAYS

If delivery of completed Project under this Contract should be unavoidably delayed, the ITP Project Manager will extend the time for completion of the Contract for the determined number of days of excusable delay. A delay is unavoidable only if the delay was not reasonable expected to occur in connection with or during the Contractor's performance; was not caused directly or substantially by acts, omissions, negligence or mistakes of the Contractor, the Contractor's suppliers or their agents; was substantial and in fact caused the Contractor to miss delivery dates and could not adequately have been guarded against by contractual or legal means.

6.14 NOTIFICATION OF DELAY

The Contractor will notify the Project Manager as soon as the Contractor has, or should have, knowledge that an event has occurred which will delay completion of this Project. Within five (5) working days, the Contractor will confirm such notice in writing, furnishing as much detail as is available.

6.15 REQUEST FOR EXTENSION

The Contractor agrees to supply, as soon as such data are available, any reasonable proofs that are required by the ITP Project Manager to make a decision on any request for extension. The ITP Project Manager will examine the request and any documents supplied by the Contractor and will determine if the Contractor is entitled to an extension and the duration of such extension. The ITP Project Manager will notify the Contractor of the decision in writing. It is expressly understood and agreed that the Contractor will not be entitled to damages or compensation, and will not be reimbursed for losses on account of delays resulting from any cause under this provision.

6.16 CONTRACTOR'S REPRESENTATIVE

Prior to the start of Contract performance, the Contractor shall advise ITP in writing of the primary and alternate representatives (including phone numbers) who will have management responsibility for the total Contract effort to receive and act on technical matters and resolve problems of a contractual nature.

6.17 INTERURBAN TRANSIT PARTNERSHIP'S REPRESENTATIVES

Prior to the start of Contract performance, the ITP Project Manager will furnish a letter to the Contractor indicating the personnel who will represent ITP in the administration of this Contract to insure successful performance. Such letter shall include the specific duties of each individual and their limits of authority.

6.18 INSTRUCTIONS BY UNAUTHORIZED THIRD PERSONS

In accordance with the Contract Changes provision of the Contract, The ITP Project Manager or his/her authorized representative are the only persons authorized to make changes within the general scope of the Contract.

Any instructions, written or oral, given to the Contractor by someone other than the ITP Project Manager or his/her authorized representative, which are considered to be a change in the Contract, will not be considered as an authorized Contract Change. Any action on the part of the Contractor taken in compliance with such instructions will not be grounds for subsequent payment or other consideration in compliance with the unauthorized change.

6.19 BONDING REQUIREMENTS

There are no bid, performance or payment bonds required for this project.

6.20 FEDERAL REQUIRED CLAUSES

SECTION 7: FTA REQUIRED CLAUSES

PROCUREMENT (GOODS)

"The supplier of goods or services must adhere to the following Federal Transit Administration requirements. The burden is on the supplier to read and understand each requirement based on the information provided. Execution of the contract implies agreement with the attached Federal Clauses and Certifications."

2) **BUY AMERICA REQUIREMENTS**

49 U.S.C. 5323(j) 49 CFR Part 661

APPLICABILITY TO CONTRACT

Applies only to Contracts over \$100,000 in value.

FLOW DOWN

The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors, are in compliance.

REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content. A bidder or offeror must submit to the ITP the appropriate Buy America certification (below) with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

5) **CARGO PREFERENCE REQUIREMENTS**

46U.S.C.1241 46 CFR Part 381

APPLICABILITY TO CONTRACT

Applies ONLY to contracts for equipment, vehicles, materials, or commodities which may be transported by ocean vessels.

FLOW DOWN

The Cargo Preference requirements apply to all contracts subcontracts when the subcontract may be involved with the transport of equipment, materials, or commodities by ocean vessels.

REQUIREMENTS

The contractor agrees:

To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying

contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

B. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the ITP (through the contractor in the case of a subcontractor's bill-of-lading.)

C. To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material or commodities by ocean vessel.

7) ENERGY CONSERVATION REQUIREMENTS

42 U.S.C.6321 et seq. 49 CFR Part 18

APPLICABILITY TO CONTRACT

The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

FLOW DOWN

The Seismic Safety requirements flow down from FTA recipients and sub recipients to first tier contractors to assure compliance, with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

REQUIREMENTS

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

8) CLEAN WATER REQUIREMENTS

33 U.S.C 1251

APPLICABILITY TO CONTRACT

Applies only to Contracts over \$100,000 in value.

FLOW DOWN

The Clean Water requirements flow down to FTA recipients and sub recipients at every tier.

REQUIREMENTS

A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

B) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

13) FEDERAL CHANGES
49 CFR Part 18

APPLICABILITY TO CONTRACT

Applies to all contracts.

FLOW DOWN

The Federal Changes requirement flows down appropriately to each applicable change requirement.

REQUIREMENTS

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

15) CLEAN AIR
42 U.S.C.7401 et seq 40 CFR 15.61 49 CFR Part 18

APPLICABILITY TO CONTRACT

Applies only to Contracts over \$100,000 in value.)

FLOW DOWN

The Clean air requirements flow down to all sub contracts which exceed \$100,000.

REQUIREMENTS

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended 42 U.S.C. §§ 7401 ET seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
 2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
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16) RECYCLED PRODUCTS
42 U.S.C.6962 40 CFR Part 247 Executive Order 12873

APPLICABILITY TO CONTRACT

All contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year.

FLOW DOWN

These requirements flow down to all contractor or sub contractor tiers.

REQUIREMENTS

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

20) NO GOVERNMENT OBLIGATION TO THIRD PARTIES

APPLICABILITY TO CONTRACT

To all contracts.

FLOW DOWN

Not required by statute or regulation for either primary contractors or sub contractors, this concept should flow down to all levels to clarify to all parties to the contract, that Federal Government does not have contractual liability to third parties, absent specific written consent.

REQUIREMENTS

1. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
 2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
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21) PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C.3801 et seq. 49 CFR Part 31 18 U.S.C.1001 49 U.S.C.5307

APPLICABILITY TO CONTRACT

To all contracts.

FLOW DOWN

These requirements flow down to contractors and sub contractors who make, present, or submit covered claims and statements.

REQUIREMENTS

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a

contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

22) TERMINATION
49 U.S.C. Part 18 FTA Circular 4220.1F

APPLICABILITY TO CONTRACT

Contracts with nonprofit organizations and institutions of higher education in excess of \$100,000 and all other contracts in excess of \$10,000.

FLOW DOWN

Flow down to all contracts in excess of \$10,000, with exception of contracts with nonprofit organizations of higher learning.

REQUIREMENTS

1. Termination for Convenience (General Provision) The ITP may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to ITP to be paid the Contractor. If the Contractor has any property in its possession belonging to the ITP, the Contractor will account for the same, and dispose of it in the manner the ITP directs.

2. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the ITP may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the ITP that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the ITP, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure (General Provision) The ITP in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to ITP's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor or written notice from ITP setting forth the nature of said breach or default, ITP shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude ITP from also pursuing all available remedies against Contractor and its sureties for said breach or default.

4. Waiver of Remedies for any Breach In the event that ITP elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by ITP shall not limit ITP's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

5. Termination for Convenience (Professional or Transit Service Contracts) The ITP, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the ITP shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

6. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the ITP may terminate this contract for default. The ITP shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the ITP.

7. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the ITP may terminate this contract for default. The ITP shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of the ITP's goods, the Contractor shall, upon direction of the ITP, protect and preserve the goods until surrendered to the ITP or its agent. The Contractor and ITP shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the ITP.

8. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the ITP may terminate this contract for default. The ITP shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the ITP may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the ITP resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the ITP in completing the work. The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

A. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the ITP, acts of another Contractor in the performance of a contract with the ITP, epidemics, quarantine restrictions, strikes, freight embargoes; and

B. The contractor, within [10] days from the beginning of any delay, notifies the ITP in writing of the causes of delay. If in the judgment of the ITP, the delay is excusable; the time for completing

the work shall be extended. The judgment of the ITP shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the ITP.

9. Termination for Convenience or Default (Architect and Engineering). The ITP may terminate this contract in whole or in part, for the ITP's convenience or because of the failure of the Contractor to fulfill the contract obligations. The ITP shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the ITP, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the ITP may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the ITP.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the ITP.

10. Termination for Convenience or Default (Cost-Type Contracts) The ITP may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the ITP or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the ITP, or property supplied to the Contractor by the ITP. If the termination is for default, the ITP may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the ITP and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the ITP, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the ITP determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the ITP, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

23) GOVERNMENT-WIDE DEBARMENT AND SUSPENSION NON-PROCUREMENT

APPLICABILITY TO CONTRACT

Certification regarding Debarment, Suspension, and Other Responsibility Matters Lower Tier Covered Transactions Third Party Contracts over \$25, 000.

FLOW DOWN

Contractors are required to pass this requirement on to subcontractors seeking subcontracts over \$25, 000. Thus, the terms "lower tier covered transaction" include both contractor and subcontractors and contract and subcontracts over \$25, 000.

REQUIREMENTS

Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, ITP may pursue available remedies, including suspension and/or debarment.

2. The prospective lower tier participant shall provide immediate written notice to ITP if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact ITP for assistance in obtaining a copy of those regulations.

4. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by ITP.

5. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

6. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

7. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, ITP may pursue available remedies including suspension and/or debarment.

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

24) PRIVACY ACT

5 U.S.C. 552

APPLICABILITY TO CONTRACT

When a contractor maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier.

FLOW DOWN

Flow down to each third party contractor and their contract at every tier.

REQUIREMENTS

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

25) CIVIL RIGHTS REQUIREMENTS

*29 U.S.C 632, 42 U.S.C. 2000 42 U.S.C. 6102, 42 U.S.C. 12112
42 U.S.C. 12132, 49 U.S.C. 5332 29 CFR Part 1630, 41 CFR Parts 60 et seq.*

APPLICABILITY TO CONTRACT

Apply to all contracts.

FLOW DOWN

Flow down to all third party contractors and their contracts at every tier.

REQUIREMENTS

The following requirements apply to the underlying contract:

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

26) BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18 FTA Circular 4220.1F

APPLICABILITY TO CONTRACT

Applies only to Contracts over \$100,000 in value

FLOW DOWN

Flow down to all tiers.

REQUIREMENTS

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of ITP's [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by ITP, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the ITP and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the ITP in which the ITP is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the ITP, (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

27) PATENT AND RIGHTS IN DATA

37 CFR Part 401 49 CFR Parts 18 and 19

APPLICABILITY TO CONTRACT

Applies ONLY apply to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information.

FLOW DOWN

Apply to all contractors and their contract at every tier.

REQUIREMENTS

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. Rights in Data - The following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous

sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

29) DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

REQUIREMENTS

The Federal Fiscal Year goal has been set by the ITP in an attempt to match projected procurements with available qualified disadvantaged businesses. The ITP's goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established by the ITP as set forth by the Department of Transportation Regulations 49 C.F.R. Part 23, March 31, 1980, and amended by Section 106(c) of the Surface Transportation Assistance Act of 1987, and is considered pertinent to any contract resulting from this request for proposal.

If a specific DBE goal is assigned to this contract, it will be clearly stated in the Special Specifications, and if the contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBE's in the work provided, the ITP may declare the Contractor noncompliant and in breach of contract. If a goal is not stated in the Special Specifications, it will be understood that no specific goal is assigned to this contract.

(a) Policy - It is the policy of the Department of Transportation and the ITP that Disadvantaged Business Enterprises, as defined in 49 CFR Part 23, and as amended in Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, shall have the maximum opportunity to participate in the performance of Contract financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Section 106(c) of the STURAA of 1987, apply to this Contract.

The Contractor agrees to ensure that DBEs as defined in 49 CFR Part 23 and Section 106(c) of the STURAA of 1987, have the maximum opportunity to participate in the whole or in part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not

discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts.

It is further the policy of the ITP to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of the ITP's procurement activities are encouraged.

(b) DBE obligation - The Contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.

(c) Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, the ITP may declare the contractor noncompliance and in breach of contract.

(d) The Contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with the ITP's DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of the ITP and will be submitted to the state upon request.

(e) The ITP will provide affirmative assistance as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation. The assistance may include the following upon request:

- Identification of qualified DBE
- Available listing of Minority Assistance Agencies
- Holding bid conferences to emphasize requirements
- DBE Program Definitions, as used in the contract:
- Disadvantaged business "means a small business concern":
- Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
- Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- Which is at least 51 percent owned by one or more women individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women individuals; and
- Whose management and daily business operations are controlled by one or more women individuals who own it.

"Small business concern" means a small business as defined by Section 3 of the Small Business Act and Appendix B – (Section 106(c)) Determinations of Business Size.

"Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and States (or lawfully admitted permanent residents) and who are black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or women, and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.

"Black Americans", which includes persons having origins in any of the Black racial groups of Africa;

"Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuba, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

"Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

"Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of Pacific, and the Northern Marianas;

"Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh.

30) STATE AND LOCAL LAW DISCLAIMER

APPLICABILITY TO CONTRACT

This disclaimer applies to all contracts.

FLOW DOWN

The Disclaimer has unlimited flow down.

REQUIREMENTS

The use of many of the suggested clauses are not governed by Federal law, but are significantly affected by State law. The language of the suggested clauses may need to be modified depending on state law, and that before the suggested clauses are used in the ITP's procurement documents, the grantees should consult with their local attorney.

31) INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1F

APPLICABILITY TO CONTRACT

Applies to all contracts.

FLOW DOWN

The incorporation of FTA terms has unlimited flow down.

REQUIREMENTS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated 11/01/2008 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any ITP requests which would cause the ITP to be in violation of the FTA terms and conditions.

32) FLY AMERICA

49 U.S.C. 40118 41 CFR Part 301-10

APPLICABILITY TO CONTRACT

Applies ONLY to contracts involving international air transportation of persons or materials.

FLOW DOWN

The Fly America requirements flow down from FTA recipients and sub recipients to first tier contractors, who are responsible for ensuring that lower tier contractors are in compliance.

REQUIREMENTS

The Contractor understands and agrees that the Federal Government will not participate in the costs of international air transportation of any persons involved in or property acquired for the Project unless that air transportation is provided by U.S.-flag carriers to the extent services by U.S.-flag carriers is available, consistent with the requirements of the International Air Transportation Fair Competitive Practices Act of 1974f. as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations "Use of United States Flag Air Carriers." 41 C.F.R. §§ 301.131 through 301.143.

34) ENVIRONMENTAL PROTECTION

REQUIREMENTS

The Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. consistent with Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

35) ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES (ADA)

REQUIREMENTS

The Contractor agrees to comply with the requirements of 49 U.S.C. § 5301(d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. The Contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:

U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;

U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;

Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;

U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

U.S. GSA regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;

U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
Any implementing requirements FTA may issue.

36) NOTIFICATION OF FEDERAL PARTICIPATION

APPLICABILITY TO CONTRACT

Applies ONLY to contracts for goods and services, including construction, valued at over \$500,000.

REQUIREMENTS

In the announcement of any third party contract award for goods or services (including construction services) having an aggregate value of \$500,000 or more, the Contractor agrees to specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express the amount of that Federal assistance as a percentage of the total cost of that third party contract.

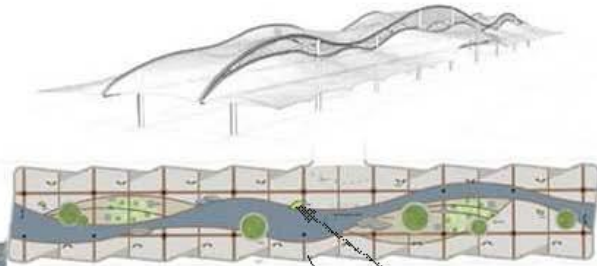
Appendix A. Existing Computer Systems and Network Environment

Phase I Interurban Transit Partnership
Metropolitan Area Network 1/20/2010

- Single mode Fiber
- Underground
- Single mode Fiber
- Multimode Fiber
- 50 Pair Copper



Rapid Central Station
250 Grandville Ave SW



Central Kiosk

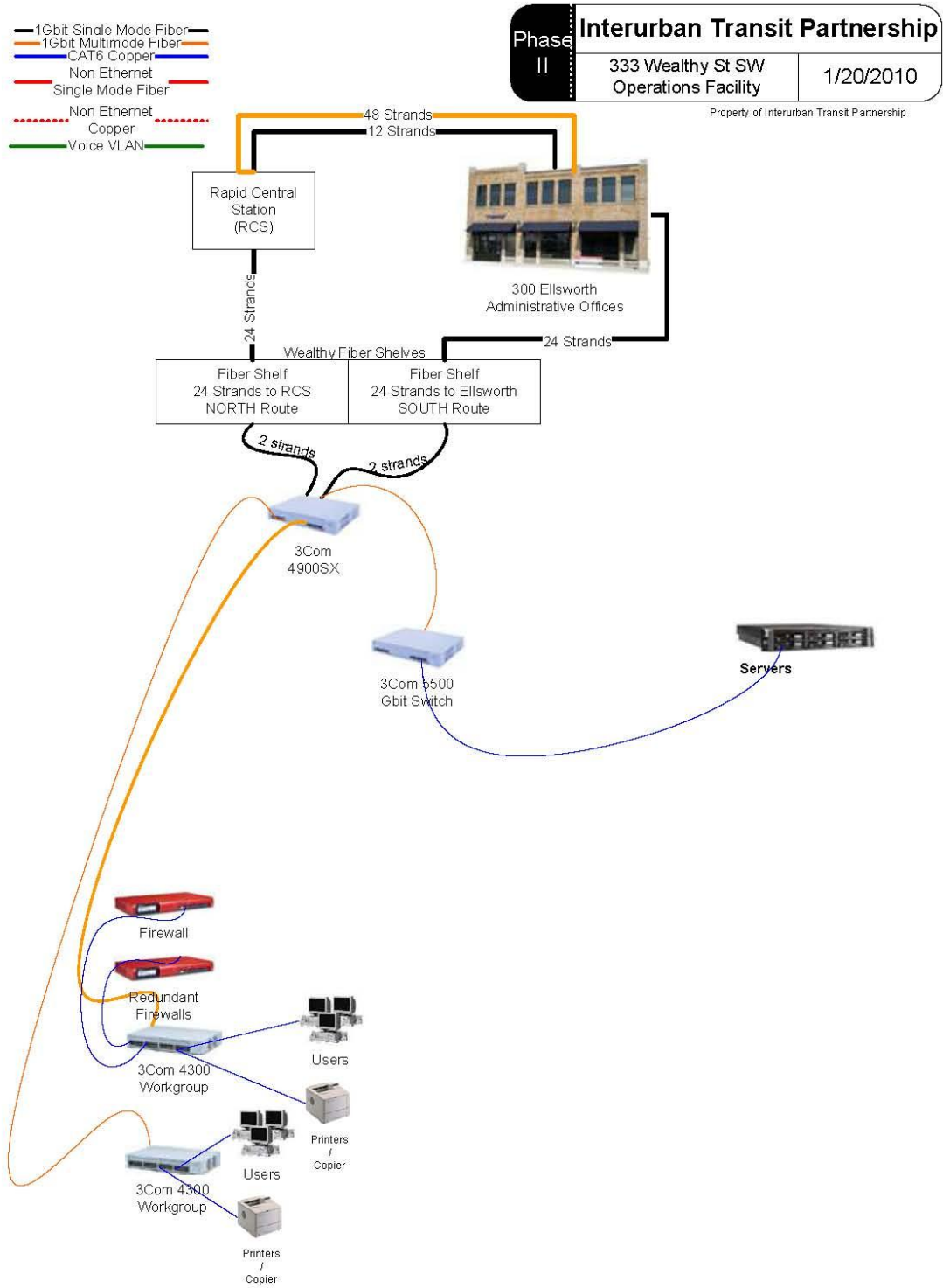


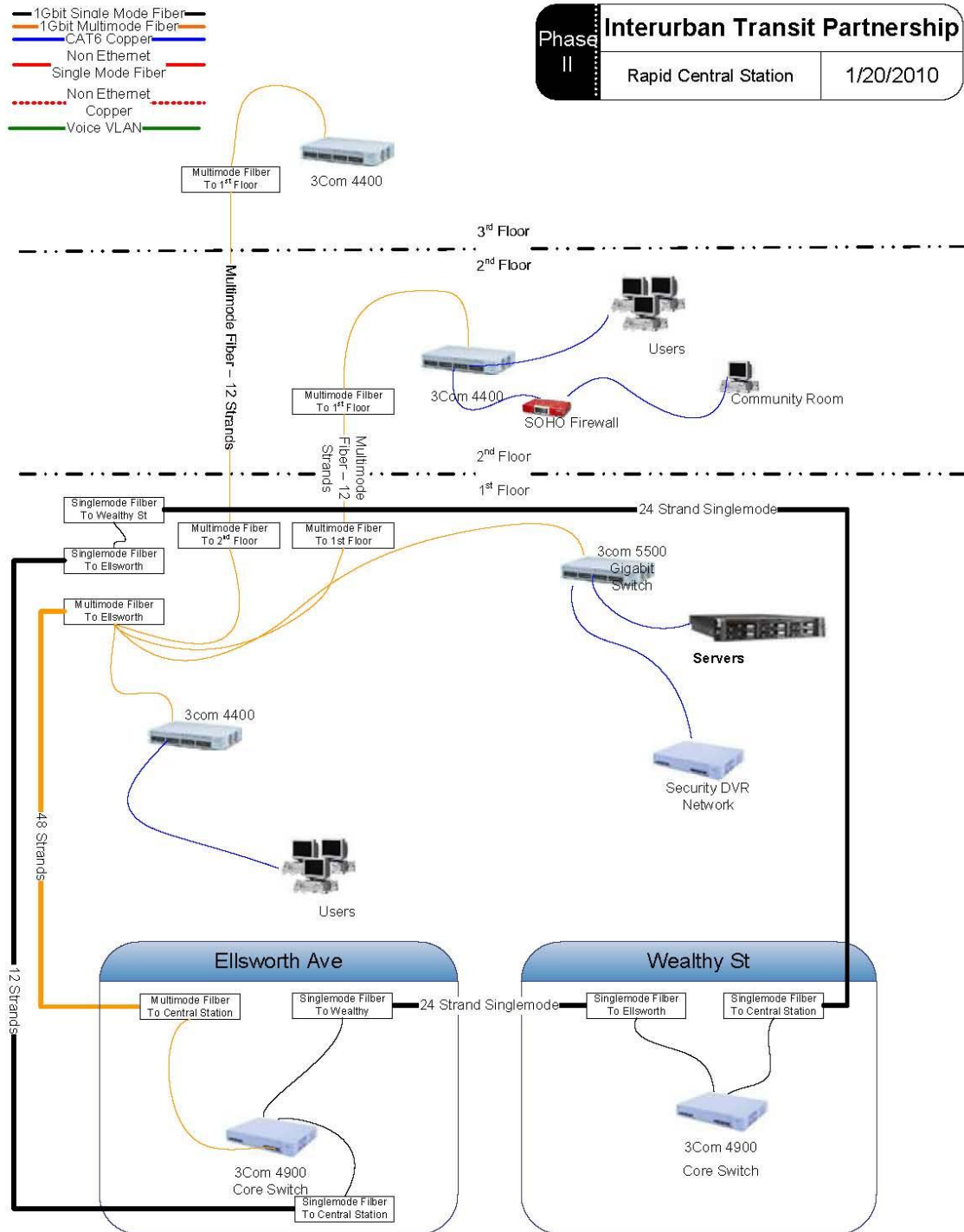
333 Wealthy St
Operations Facility



300 Ellsworth
Administrative Offices







Appendix B: Compliance Matrix

Instructions for filling out the matrix:

The proposer is required to indicate the compliance status relative to each individual requirement listed in the Compliance Matrix. For each requirement, the proposer must indicate if their proposed system will either comply (C); not comply (N); or comply only if ITP adopts a proposed modified version of the requirement (CM).

No additional commentary shall be provided for responses of “C” or “N”. A response of “C” with any added commentary will be treated as an “N” response.

A response of “CM” should only be used to indicate that the proposer will comply if the requirement wording is changed to specific alternate text that must be provided by the proposer in the column provided. The “CM” will be equivalent to a response of “C” if ITP opts to change the requirement as proposed, or equivalent to a response of “N” if ITP opts to not change the requirement. If alternate requirement wording is not proposed in conjunction with a “CM” response, this will be treated as an “N” response.

Ref No.	Requirement	Proposed Compliance Status (C/N/CM)	Proposed Modified Requirement Text (required for CM)
1	2.3 On-board Video Surveillance Unit		
2	2.3.1 General		
3	ITP has Safety Vision 6000 cameras installed on 126 vehicles in its fleet. The number of cameras shall be expanded and the system enhanced by a new on-board digital video surveillance system.		
4	The on-board video surveillance system shall record video of all activities in the interior and exterior of the vehicles (front/rear ends and sides) using eight cameras.		
5	ITP will continue to use the existing configuration of cameras installed on fixed route vehicles. Currently, there are six cameras installed inside each vehicle in the following locations:		
6	One camera behind the driver looking at the farebox and out the front door;		
7	One in the front windshield looking at the street in front of the driver;		

Ref No.	Requirement	Proposed Compliance Status (C/N/CM)	Proposed Modified Requirement Text (required for CM)
8	One camera in the rear of the bus facing forward;		
9	One camera directly behind the driver facing toward the rear of the bus;		
10	One camera mounted in the aisle, facing the back of the bus; and		
11	One camera mounted mid-bus, facing the rear exit door.		
12	Additionally, the Contractor shall install two new cameras on each bus capturing information from the exterior of the bus on the left and right sides.		
13	Proposers are required to provide a price for providing and installing two new cameras per vehicle (and using the existing six cameras per vehicle), and for providing and installing eight cameras (replacing the six existing cameras and adding two cameras per vehicle) on the Price Proposal Form (see Appendix C).		
14	The surveillance system shall record audio in the interior of the vehicle, including any verbal exchange between the vehicle operator and an individual or individuals outside the vehicle but at the boarding door.		
15	On-board equipment shall be housed in enclosures that cannot be opened with standard hand tools.		
16	On-board equipment shall be designed to operate in accordance with these specifications for ambient temperatures from -22 °F to 149°F (-30°C to +65°C).		
17	On-board equipment shall be designed to operate in accordance with these specifications for ambient humidity from 5% to 95%, non-condensing.		
18	On-board equipment shall be designed to withstand the vibration and shock forces associated with ITP vehicles, including maintaining the lens adjustment.		
19	On-board equipment shall be sealed against dust and water intrusion, certified in compliance with the NEMA 4X or IP65 standard (or better).		

Ref No.	Requirement	Proposed Compliance Status (C/N/CM)	Proposed Modified Requirement Text (required for CM)
20	On-board equipment shall be modular, with sensitive components sealed using conformal coating qualified to MIL-I-46058C.		
21	On-board equipment shall conform to FCC part 15 Class B limits for conducted and radiated emissions of electromagnetic interference.		
22	On-board equipment shall be tested and proven capable of withstanding power transients and radio frequency interference without degradation at levels that are known to exist in ordinary circumstances.		
23	Power and communications lines, and the sign chassis may be exposed to electrostatic discharges from personnel, so the units shall be tested and proven resistant through testing in accordance with accepted industry procedures for testing computer equipment.		
24	All equipment modules, cables, mounting hardware and connectors shall be designed to withstand the full range of operating environments found in the areas in which they are to be installed, and shall not interfere with the operation of existing and future equipment.		
25	Each connector in a given physical location shall be keyed or otherwise configured as to prevent inadvertent miss-wiring during installation or maintenance.		
26	Each component/module/subsystem distinctly defined in these specifications shall be replaceable as a discrete unit.		
27	Each electronically addressable component/module/subsystem shall be electronically identified by a unique serial number.		
28	All data inputs and outputs, whether serial or parallel, shall be protected against over-voltage and reverse polarity. This protection shall be designed to absorb "routine" over-voltages and reverse polarity conditions, and to open respective circuits in the event of "extraordinary" conditions, sacrificing inexpensive and easily identifiable components when necessary to protect more expensive components or those that are less easy to troubleshoot.		
29	2.3.2 Cameras		

Ref No.	Requirement	Proposed Compliance Status (C/N/CM)	Proposed Modified Requirement Text (required for CM)
30	The Contractor shall provide full color Charge Coupled Device (CCD) cameras providing digital output compatible with the Moving Picture Experts Group (MPEG) standards.		
31	The cameras on each ITP vehicle shall be connected to a Digital Video Recorder (DVR) through vendor provided coaxial or serial communications cables.		
32	The cameras shall operate over the entire range of voltage provided by the ITP vehicle direct current (DC) power supply.		
33	Cameras shall turn on automatically when the ITP vehicle power supply is turned on, and shall shut down a programmable time after the ITP vehicle power supply is turned off.		
34	The cameras shall use an electronic shutter.		
35	The cameras shall allow the lens focal length to be configured for a field of view between 10 degrees and 95 degrees.		
36	Each camera shall provide video with a minimum frame resolution of 640 x 480 pixels and a maximum frame rate of 30 frames per second (corresponding to full motion video).		
37	The cameras shall automatically compensate for sudden bright or dark images, so as to allow facial recognition in ambient illumination conditions ranging between 0.01 and 100,000 lux, including at least the following features: (1) automatic iris aperture adjustment; (2) automatic shutter speed adjustment; (3) automatic gain control; (4) automatic level control; (5) automatic white balance; and (6) backlight compensation.		
38	The camera may switch from color to monochrome images if needed to maintain facial recognition capability in ambient illumination conditions below 0.2 lux.		
39	2.3.3 Digital Video Recorder (DVR)		
40	The DVR shall accept simultaneous input from at least eight cameras through coaxial or serial communications cables.		
41	The DVR shall operate over the entire range of voltage provided by the DC power supply of the vehicle.		

Ref No.	Requirement	Proposed Compliance Status (C/N/CM)	Proposed Modified Requirement Text (required for CM)
42	The DVR shall turn on automatically when the vehicle power supply is turned on, and shall shut down a programmable time after the vehicle power supply is turned off.		
43	The recording drive shall be removable to allow the playback of recorded video on the central playback system.		
44	The recording drive shall be secured in the DVR and shall require an additional key, different than the key to access the DVR, to remove the hard drive.		
45	The DVR shall include a keypad with a small user interface screen that supports software configuration input, as well as a console serial communications port to allow for alternative access to the DVR software using laptop software supplied by the Contractor. The Contractor must specify the minimum and preferred system configuration for a laptop used to provide access to the DVR software.		
46	The DVR shall indicate any malfunction of the DVR or on-board cameras through visual or audible indicators to the drivers.		
47	The DVR shall have a software-based real time clock which automatically adjusts at the start and end of daylight savings time.		
48	The DVR shall record all error or failure diagnostic codes in a log file on the hard drive.		
49	The DVR shall have programmable frame resolution, with the minimum resolution being at least 640 x 480 pixels. This parameter shall be configurable by ITP.		
50	The DVR shall have a programmable frame recording rate, up to a maximum of 30 frames per second (corresponding to the full motion video). This parameter shall be configurable by ITP.		
51	The DVR shall be able to store at least fourteen (14) days of video, using the highest settings for frame resolution and frame rate. This parameter shall be configurable by ITP.		

Ref No.	Requirement	Proposed Compliance Status (C/N/CM)	Proposed Modified Requirement Text (required for CM)
52	Once the hard drive capacity has been reached, the DVR shall continue to record by overwriting previously recorded video, beginning with the oldest video. The DVR shall have a functionality to indicate to the vehicle operator, through a visual or audible alert sound, that the hard drive is full to a certain extent (e.g., 75% full), before starting to overwrite the stored video. The threshold for this alert shall be reconfigurable by ITP. The DVR shall also have the ability to send a warning message regarding low hard drive capacity to dispatchers, supervisors and maintenance personnel when the hard drive is reaching full capacity.		
53	The DVR shall provide a range of other configurable recording parameter options including the number of connected cameras.		
54	The DVR shall support the installation of software upgrades and patches via the serial communications console port.		
55	The DVR shall be equipped with a video event flag switch, mounted at a location approved by ITP.		
56	The event flag switch shall provide a button located in a clearly distinct location and having a clearly different appearance, relative to the covert alarm switch button connected to the Mobile Data Terminal (MDT).		
57	The event flag switch shall be of the normally open type that creates a closed circuit when the switch button is depressed by the vehicle operator.		
58	The event flag switch shall be activated automatically when covert alarm switch is activated by the vehicle operator.		
59	The DVR shall be able to flag a video segment when the event flag switch or the MDT covert alarm switch is pressed for at least one second, with the segment being of configurable duration both before and after the event flag time.		
60	The event flag switch shall be located such that it can be easily and covertly activated, but will be difficult to accidentally activate.		

Ref No.	Requirement	Proposed Compliance Status (C/N/CM)	Proposed Modified Requirement Text (required for CM)
61	The DVR shall not record over flagged video until the flag has been reset using the central playback station. The DVR shall protect the video segment for a configurable duration before and after the incident.		
62	The DVR shall send compressed streaming video, at a rate of up to five frames per second, on request from external software over a secured wireless network. This feature shall require that real-time video streams are transmitted to dispatchers and supervisors in the event of an incident as long as the DVR event flag is on (see the requirement for event flags earlier in this section).		
63	2.3.4 Interface with Existing MDT		
64	The surveillance system shall be integrated with the existing MDT for tagging video images with vehicle number, real-time vehicle location, system time, vehicle operator ID and Trip ID.		
65	The DVR shall send to the MDT any hardware or software alarm codes for the DVR or cameras. These alarms will be sent to the central CAD/AVL software via the MDT or to the central video surveillance system (discussed in Section 2.4).		
66	The DVR shall request at least once each day from the MDT the current date/time, and reset its internal clock when needed to synchronize with the MDT.		
67	2.3.5 Bulk Data Exchange		
68	Each DVR shall be equipped with an ethernet port to perform data exchange over a secured connection with external devices such as the on-board MDT and a laptop.		

Ref No.	Requirement	Proposed Compliance Status (C/N/CM)	Proposed Modified Requirement Text (required for CM)
69	Each DVR shall incorporate an integrated wireless local area network (WLAN) card capable of (1) queuing for upload via a garage WLAN infrastructure (see Section 2.4.2) those flagged video segments that have not been previously uploaded, and resetting the flag that prevents the segment from being recorded over; (2) downloading and installing DVR software upgrades and patches as commanded by the central video server software via the new garage WLAN infrastructure; and (3) handling other necessary data exchanges (e.g., extracting log files, downloading configuration changes and streaming of video data when vehicles are in the field).		
70	The DVR WLAN card shall use a dedicated WLAN antenna on the exterior of the DVR enclosure.		
71	2.4 Central System		
72	2.4.1 General		
73	The Contractor shall provide a central video surveillance system which must include video playback (specified in Section 2.4.3), real-time streaming (specified in Section 2.4.5), and video archival and printing (specified in Section 2.4.4) functions. The central system shall be installed at servers/locations designated by ITP staff.		
74	The central system shall be connected to the ITP local area network (LAN) and the system software shall be licensed to at least eight users. The software shall be capable of being run over the ITP LAN so that it can be accessed by remote ITP staff.		
75	The central playback stations shall have at least three external docking stations for mounting the removable DVR hard drive and connecting to the ITP LAN.		
76	The central system shall manage the downloading and installation of DVR software upgrades and patches via the bulk data transfer software and the new WLAN infrastructure.		

Ref No.	Requirement	Proposed Compliance Status (C/N/CM)	Proposed Modified Requirement Text (required for CM)
77	The Contractor must specify the minimum and preferred system configuration for workstations and laptops that will be accessing the central system over the ITP LAN.		
78	2.4.2 Wireless Local Area Network (WLAN)		
79	The Contractor shall install WLAN access points at the ITP garage to upload and download data when vehicles are located this garage. New access points shall avoid significant signal availability outside of the intended coverage area. ITP shall approve the specifics of proposed access point locations, signal levels and antenna type/orientations for an acceptable balance between expected coverage in outlying parts of the intended coverage area and minimizing signal availability outside the facility.		
80	2.4.2.1 Hardware		
81	The WLAN access points shall use the IEEE 802.11n standard.		
82	The WLAN access points shall support the Wireless Protected Access 2 (WPA2) security standard, or an approved alternate superior security standard ratified by the time of implementation. ITP shall have the ability to independently change the encryption keys as often as desired.		
83	ITP shall have the ability to independently adjust the signal strength of each WLAN access point.		
84	WLAN access points shall meet or exceed the following environmental capabilities:		
85	Non-operating (storage) temperature: -40 to 185°F (-40 to 85°C)		
86	Operating temperature: -4 to 131°F (-20 to 55°C)		
87	Operating humidity: 10 to 90 percent (non-condensing)		

Ref No.	Requirement	Proposed Compliance Status (C/N/CM)	Proposed Modified Requirement Text (required for CM)
88	2.4.2.2 Installation		
89	WLAN access points shall be ceiling or wall mountable.		
90	WLAN access points shall be installed such that wireless signals don't get obstructed by any barrier.		
91	2.4.3 Video Playback Software		
92	The system shall allow secured (password-protected) access to only authorized users and the "chain of custody" that includes personnel from risk management and operations departments.		
93	The system shall allow the user to select for display, on a single monitor in a split-screen format, the time-synchronized video recorded by a particular DVR from some or all of the on-board cameras.		
94	The system shall adjust the size of the selected video images to ensure that all portions of each video frame are visible on the monitor.		
95	The system shall allow users to select forward or reverse video playback.		
96	The system shall allow users to vary the playback speed over a range of at least ¼x and 4x speed.		
97	The system shall allow users to step through the video playback one frame at a time and rest on any given frame indefinitely.		
98	The system shall allow the user to immediately jump to the beginning or end of recorded video on the hard drive.		
99	The system shall allow the user to immediately jump to the beginning of each flagged video segment on the hard drive.		
100	The system shall allow the user to immediately jump to the video beginning at a specific recording date and time.		
101	The system shall allow users to adjust the brightness, contrast and tint.		

Ref No.	Requirement	Proposed Compliance Status (C/N/CM)	Proposed Modified Requirement Text (required for CM)
102	The system shall provide digital zoom (minimum of 2x) and pan capability, to allow any portion of the image to be expanded but without an increase in the resolution of the portion of the image being viewed.		
103	The system shall allow the user to choose whether or not to mark flagged video segments as being available to be overwritten.		
104	The system shall be able to access and display the contents of the error log file stored on the hard drive.		
105	The system shall support the installation of software upgrades and patches.		
106	2.4.4 Video Archiving and Printing		
107	The system shall allow the user to define video segments to be archived to an MPEG standard format file on the playback software hard drive.		
108	The system shall allow the user to archive a single frame image displayed on the screen to an image file in Joint Photographic Experts Group (JPEG), Bitmap (BMP) or other standard formats for image files. Saved video images or movies shall be password protected.		
109	The system shall allow the user to copy archive files to any authorized device on a server/workstation on the ITP LAN, including a hard drive, removable drive, Compact Disc (CD), or Digital Video Disc (DVD).		
110	The system shall allow the user to print a single frame image displayed on the screen to any authorized printer on the ITP LAN. The software shall automatically populate the header/footer with the vehicle number, vehicle operator ID, time, date and location. Also, the software shall allow users to type a user-defined title, and allow users to preview the image and adjust the layout before printing.		
111	The system shall allow the user to select parameters before printing, including paper size, image orientation and number of copies.		

Ref No.	Requirement	Proposed Compliance Status (C/N/CM)	Proposed Modified Requirement Text (required for CM)
112	2.4.5 Real-time Video Streaming		
113	The system shall be able to send a request via the data communication system to start or end live streaming video from one or more selected cameras connected to a particular DVR, including selecting the desired frame rate. This feature shall be available through both direct use of the software and "thin client" access from any workstation connected to the ITP LAN.		
114	The system shall display incoming streaming video on a single monitor in a split-screen format, including displaying any embedded data stored with each frame.		
115	The start/end date and time for video streaming shall be logged, including the vehicle/camera(s) viewed and the IP address of the external workstation if "thin client" access was used.		
116	2.5 Project Management		
117	2.5.1 General		
118	The Contractor shall prepare all documentation in Microsoft Office file format (e.g., Word, Excel or PowerPoint) and Adobe Portable Document Format (PDF), with ITP granted full rights to reprint as needed.		
119	2.5.2 Project Status Tracking		
120	The Contractor shall prepare a System Implementation Plan (SIP), including the detailed implementation activities/schedule, progress milestones/status and assigned staff.		
121	The initial draft of the SIP shall be provided to ITP within one week from the Notice to Proceed (NTP).		
122	The revised SIP, addressing comments from the first onsite meeting, shall be provided to ITP within one week after this meeting.		
123	The SIP must be approved and accepted by ITP before it can become effective.		
124	An updated SIP shall be submitted to ITP at the beginning of each month.		

Ref No.	Requirement	Proposed Compliance Status (C/N/CM)	Proposed Modified Requirement Text (required for CM)
125	The Contractor shall maintain an Action Item List (AIL), indicating for each item the following: (1) item number; (2) date generated; (3) brief item descriptive title; (4) assigned person with lead resolution responsibility; (5) date resolved; and (6) ongoing dated notes on resolution status.		
126	The AIL shall be sorted, primarily by unresolved vs. resolved items and secondarily by the date the item was generated.		
127	2.5.3 Bi-Weekly Conference Calls		
128	The Contractor shall participate in bi-weekly conference calls with the ITP Project Manager, other ITP staff and outside consultants as determined by the ITP Project Manager.		
129	The agenda for these meetings will be to discuss the most current status of and plans related to all issues identified in the recent releases of the SIP and AIL.		
130	ITP reserves the right to identify for discussion any additional issues beyond those in the SIP and AIL.		
131	A status report shall be issued to ITP at least two days prior to each conference call, including (1) an agenda for the upcoming conference call highlighting key discussion items; and (2) an updated AIL with the updates incorporating the discussions of the previous bi-weekly conference call as well as other subsequent developments since the previous AIL release.		
132	The Contractor shall be represented in these conference calls by, at a minimum, their Project Manager, as well as any additional Contractor staff necessary to properly address the current issues and project status.		
133	ITP will be represented by their designated implementation management representatives.		
134	Conference call facilities shall be arranged and paid for by the Contractor.		
135	The Contractor shall submit minutes within two days of each conference call.		
136	2.5.4 Minimum Required Onsite Work		

Ref No.	Requirement	Proposed Compliance Status (C/N/CM)	Proposed Modified Requirement Text (required for CM)
137	At the first meeting, the Contractor shall be prepared to discuss ITP feedback on the draft SIP and to participate in a Requirements Review.		
138	At the second onsite meeting, the Contractor shall be prepared to discuss ITP feedback on the draft Design Review documentation.		
139	During the third and subsequent onsite activities, the Contractor shall install the system and conduct acceptance testing. These onsite installation and testing efforts will occur over an extended period, and will likely involve several onsite trips and a range of Contractor staff.		
140	2.5.5 Invoicing		
141	The Contractor shall only submit an invoice once ITP has indicated that a progress payment milestone has been achieved.		
142	2.6 Design Review		
143	The Contractor shall participate in the Requirements Review (RR), as part of the first onsite meeting. The RR meeting shall discuss, for each contract requirement, the following: (1) the ITP design intent; (2) the intended Contractor design approach; and (3) the general Contractor approach to demonstration through the acceptance testing process.		
144	The Contractor shall submit draft Design Review Documentation (DRD) within three weeks of the RR meeting.		

Ref No.	Requirement	Proposed Compliance Status (C/N/CM)	Proposed Modified Requirement Text (required for CM)
145	The DRD shall include the following materials: (1) an overview of the equipment, system and configuration proposed for implementation; (2) detailed technical documentation for each equipment item; (3) detailed technical documentation on all software, addressing the functions of each module, the format of all user interface screens, the format of all reports, the data fields to be included in all data exchange interfaces and any other software aspects warranting advance agreement with ITP prior to system customization/configuration; and (4) a table detailing the approach taken in the design to address each individual contract requirement (subsequently referred to as the Requirements Matrix (RM)).		
146	The Contractor shall prepare all deliverables in Microsoft Word, Excel or PowerPoint and Adobe PDF formats, with ITP granted full rights to reprint as needed.		
147	The second onsite meeting will include discussions with ITP on their feedback on the DRD, and shall occur within four weeks after the draft DRD has been submitted.		
148	The Contractor shall submit the updated DRD within two weeks of the second onsite meeting.		
149	The DRD is intended only to reduce the chance of any misunderstandings on the design intent or interpretation of the contract requirements. The DRD shall not alter the need for the successful formal demonstration of each requirement through the Acceptance Testing process.		
150	2.7 General Installation Requirements		
151	Installations shall be performed overnight between the hours of 20:00 and 04:00 hours each day. At the request of the Contractor and with at least two days advance notice, ITP may permit installations at other times.		
152	The Contractor shall install and configure the entire system, including ITP-provided computer hardware and integration with existing systems. All hardware must be delivered to ITP no later than June 1, 2010.		

Ref No.	Requirement	Proposed Compliance Status (C/N/CM)	Proposed Modified Requirement Text (required for CM)
153	The Contractor shall provide all necessary personnel, tools, test equipment, transportation, hardware and supplies for the successful and complete installation of all equipment and software.		
154	The Contractor shall be responsible for their own and subcontractors' performance and safety.		
155	Installations shall be performed in accordance with all Federal, State and Local laws and regulations.		
156	The Contractor shall supply any electrical equipment necessary to operate system components using existing DC electrical power available on ITP vehicles and existing AC electrical power at fixed facilities. If existing power arrangements are unsatisfactory, the Contractor must specify proposed alterations.		
157	The Contractor shall submit Installation Design Documentation (IDD) for ITP approval prior to undertaking any installations.		
158	The IDD shall provide text, drawings, illustrations and images using adequate detail to allow for quality installation by a technician without further training in conjunction with other installation instructions provided by the vendors of individual equipment components.		
159	The IDD shall include details on (1) equipment installation locations/mounting; (2) routing, conductors, color-coding, labeling, and connectors for power, communications and vehicle ground circuits; (3) connections with, any required modifications to and restoration of existing infrastructure; (4) work area and equipment storage requirements (5) methods and quality standards; and (5) supervision and quality assurance procedures.		
160	ITP reserves the right to allow no more than 10% of its vehicle fleet to be out of service within any given 24-hour period to accommodate vehicle installations.		
161	ITP also reserves the right to, when necessary, allow less of its vehicle fleet to be out of service if needed in order to avoid disruption to revenue service requirements in conjunction with maintenance requirements.		

Ref No.	Requirement	Proposed Compliance Status (C/N/CM)	Proposed Modified Requirement Text (required for CM)
162	The Contractor shall ensure that all vehicles made available for overnight installation work are ready for revenue service by the start of the next day.		
163	The capabilities of existing infrastructure affected by or to be integrated into the new system, such as the ITP LAN facilities, shall not be reduced at any time by system implementation.		
164	The Contractor shall only be authorized to undertake installations after ITP approval of a pre-installation inspection for each installation site, documenting the existing condition of any existing infrastructure that may be affected by the installation.		
165	All spare components must be delivered before ITP will allow equipment installation.		
166	After installations, the Contractor shall be responsible for restoring the condition of any affected existing infrastructure at the installation sites to their pre-installation condition.		
167	The Contractor shall be responsible for the security of equipment prior to installation. ITP will provide space for the Contractor to establish secure storage facilities adjacent to each installation area.		
168	ITP will provide space for central system installations and vehicle installations.		
169	ITP will provide light and electrical service at all installation locations, as well as access to compressed air at vehicle installation locations.		
170	ITP will provide sufficient staff to move vehicles to and from the installation locations.		
171	ITP will complete agreed modifications to existing infrastructure required to support the installations.		
172	The Contractor shall prepare all deliverables in Microsoft Word, Excel or PowerPoint and Adobe PDF formats, with ITP granted full rights to reprint as needed.		
173	2.8 Acceptance Testing		

Ref No.	Requirement	Proposed Compliance Status (C/N/CM)	Proposed Modified Requirement Text (required for CM)
174	The Contractor shall submit an Acceptance Test Procedures document (ATP), for ITP approval prior to undertaking any testing.		
175	The ATP shall clearly address: (1) how each testable specification requirement will be demonstrated, including the method for performing the test; (2) the results that will constitute success for each test; and (3) responsibilities of both Contractor and ITP representatives during each test.		
176	The ATP shall include an updated RM from the DRD, to include the test stage at which each contract requirement will be demonstrated; and a cross-reference to the test procedure(s) that serve to address each contract requirement.		
177	The Contractor shall prepare all deliverables in Microsoft Word, Excel or PowerPoint and Adobe PDF formats, with ITP granted full rights to reprint as needed.		
178	The ATP shall be submitted to ITP at least three weeks in advance of any intended testing.		
179	The ATP shall incorporate the following distinct testing stages: (1) Installation Testing (IT); (2) System Testing (ST); and (3) Burn-In Testing (BT).		
180	IT shall be completed after each installation, and deficiencies shall be rectified before the initiation of ST.		
181	IT may be witnessed by ITP representatives.		
182	ST shall be completed after the entire system has been installed, and deficiencies shall be rectified before the initiation of BT.		
183	ST shall include the testing of all spare components.		
184	ST shall be witnessed by ITP representatives.		
185	BT shall involve revenue service use of the system over a 30-day period after the completion of ST, and deficiencies shall be rectified before ITP will grant System Acceptance (SA).		
186	ITP may authorize the Contractor to proceed to the next testing stage with certain deficiencies not yet resolved.		

Ref No.	Requirement	Proposed Compliance Status (C/N/CM)	Proposed Modified Requirement Text (required for CM)
187	The Contractor shall provide written notice to ITP at least five days in advance of any testing, indicating the specific tests to be completed as well as the date, time and location.		
188	The Contractor shall be required to reschedule testing if ITP witnessing representatives cannot be present or if other circumstances prevent testing from taking place.		
189	The Contractor shall provide written Test Results Documentation (TRD) within one week of completing each stage of testing.		
190	The TRD shall document the results of each ATP procedure and provide an updated RM that indicates which contract requirements have been demonstrated.		
191	The TRD must be approved before ITP will grant SA.		
192	SA will not be granted until all contract requirements have formally demonstrated through AT.		
193	The RM shall be used as a "punch list" to track which requirements have not yet been demonstrated at each stage of testing.		
194	A requirement classified as having been "demonstrated" during a certain AT stage can be subsequently redefined as having been "not demonstrated" if compliance issues emerge prior to SA.		
195	2.9 Documentation and Training		
196	2.9.1 General		
197	The Contractor shall prepare all deliverables in Microsoft Word, Excel or PowerPoint and Adobe PDF formats, with ITP granted full rights to reprint as needed.		
198	All documentation and training must be completed before ITP will allow the corresponding installations.		
199	2.9.2 Training		
200	The Contractor shall provide onsite training courses for at least: (1) up to five equipment installers/maintainers; (2) up to four applications/systems administrators; and (3) up to ten ITP management staff.		

Ref No.	Requirement	Proposed Compliance Status (C/N/CM)	Proposed Modified Requirement Text (required for CM)
201	The Training Plan (TP), including the training schedule and course outlines, must be provided to ITP for review at least three weeks in advance of the start of training.		
202	The TP must be approved by ITP before the start of training.		
203	The Contractor shall furnish all special tools, equipment, training aids, and any other materials required to train course participants, for use during training courses only.		
204	The instructors shall demonstrate a thorough knowledge of the material covered in the courses, familiarity with the training materials used in the courses, and the ability to effectively lead students in a classroom setting.		
205	If any instructor is considered unsuitable by ITP, either before or during the training, the Contractor shall provide a suitable replacement within 5 business days of receiving such notice from ITP.		
206	The Contractor shall provide brief refresher versions of each training course to the original trainees between three to six months after SA for each deployment stage at no additional cost.		
207	The Contractor shall provide additional training to the original trainees after SA at no additional cost if major modifications are made to the system after the initial training due to system upgrades or changes made under warranty; and/or SA occurs at least three months after the completion of training, due to delays for which the Contractor is responsible.		
208	2.9.3 Manuals		
209	The Contractor shall provide an As-Built Document (ABD) to ITP at the completion of each deployment stage.		

Ref No.	Requirement	Proposed Compliance Status (C/N/CM)	Proposed Modified Requirement Text (required for CM)
210	The ABD shall include: (1) an inventory of all components supplied including supplier, model number, serial number and installation location; (2) an inventory of all spare parts supplied including supplier, model number, serial number and storage location; (3) all reference and user manuals for system components, including those components supplied by third parties; (4) all warranties documentation, including that for components supplied by third parties; (5) a schematic diagram and Bill of Materials indicating the as-built configuration and interconnections between components for each fixed installation location and vehicle type; and (6) the version number of all software, including that supplied by third parties. ITP reserves the ongoing right to share this documentation with bus Original Equipment Manufacturers to facilitate the direct installation of equipment as part of future bus purchases.		
211	The Contractor shall provide Maintenance Manuals (MM) documenting (1) how the system components were installed; (2) how to install and configure spare components; and (3) the schedule/procedures for preventative maintenance, inspection, fault diagnosis, component replacement and warranty administration on each system component.		
212	The Contractor shall provide a Systems Manuals (SM), documenting (1) the configuration and topology of central systems hardware and software; (2) central systems software functions and operations; (3) scheduled maintenance required for the central systems; and (4) database structure and data dictionary.		
213	2.10 Spare Components		
214	The Contractor shall provide an initial supply of spare components to ITP for each major replaceable component, with a quantity of at least 15% of the installed quantity (with a minimum quantity of one).		
215	The proposal shall include a list of the spare components and quantities to be provided, including manufacturer and model numbers.		

Ref No.	Requirement	Proposed Compliance Status (C/N/CM)	Proposed Modified Requirement Text (required for CM)
216	Storage provisions, such as shelving, bins or racks, for the spare components shall be included, and the components shall be delivered to ITP already organized and labeled such that they can be readily identified and found. The storage provisions, organization and labeling must be approved by the ITP Project Manager.		
217	Spare components shall be packaged to protect their reliability, including providing for them to be identified, inspected, stored for long periods, and endure multiple inventories without damage or degradation.		
218	At any time during the warranty period, ITP shall have the option to purchase additional spare components. The price proposal shall include the price for ITP optional purchase of each spare component.		
219	These additional spare components shall be packaged, organized and labeled in the same manner as the original supply of spare components, although additional storage provisions will not need to be provided. These additional spare components will also be covered by the warranty.		
220	2.11 Warranty		
221	2.11.1 General		
222	The warranty period shall run for all system components, from their date of installation through to two years from the date of SA.		
223	The Contractor shall offer an option to extend the warranty period for one, two or three additional years. The Contractor shall document any differences in the warranty terms for these option years in their proposal.		
224	The Contractor shall warrant that it has reviewed and evaluated all information furnished by ITP and has made all inquiries necessary such that the Contractor is fully aware of ITP business requirements and intended uses of system, as set forth or referenced in the Request for Proposals and any Addenda, Amendments or Final Proposal Requests.		

Ref No.	Requirement	Proposed Compliance Status (C/N/CM)	Proposed Modified Requirement Text (required for CM)
225	The Contractor shall warrant that the system satisfies the foregoing requirements in all material respects and will be fit for such intended uses.		
226	The Contractor shall warrant that the design, materials, construction, software and workmanship of the equipment shall reflect the intended use of the equipment as a component of the overall transit management system in the ITP environment.		
227	The Contractor shall warrant that equipment and software, including the initial supply of spare components, (1) are free from defects in design, material and workmanship, and shall remain in good working order, and (2) function properly and in conformity with this Contract.		
228	The Contractor shall warrant that the documentation provided shall completely and accurately reflect the operation and maintenance of the equipment and software, and provide ITP with all information necessary to maintain the system.		
229	If there is a change in the production configuration of any equipment or software being installed prior to SA, ITP may require that all previously installed equipment and software be upgraded to match the updated configuration.		
230	The Contractor shall warrant compliance with all applicable laws and regulations relating to the project.		
231	The Contractor shall warrant that its employees, agents and Subcontractors assigned to perform services under this contract shall have the proper skill, training and background to perform in a competent and professional manner and that all work will be so performed.		
232	During the warranty period, the Contractor shall, at no cost to ITP, furnish such materials, labor, equipment, software, documentation, services and incidentals as are necessary to maintain the system in accordance with the warranty.		
233	The Contractor shall provide any software upgrades, fixes, updates, or version changes at no cost to ITP during the warranty period.		

Ref No.	Requirement	Proposed Compliance Status (C/N/CM)	Proposed Modified Requirement Text (required for CM)
234	In addition to the foregoing warranties, the Contractor shall assign to ITP, and ITP shall have the benefit of, any and all Subcontractors', Suppliers', and Vendors' warranties and representations with respect to the deliverables provided.		
235	In its agreements with Subcontractors, Suppliers and Vendors, the Contractor shall require that such parties (1) consent to the assignment of such warranties and representations to ITP; (2) agree that such warranties and representations shall be enforceable by ITP in its own name; and (3) furnish documentation on the applicable warranties to ITP.		
236	The Contractor shall provide a single point of contact for all warranty administration during the warranty period.		
237	The Contractor shall warrant that ITP shall acquire permanent title to all equipment and non-proprietary software provided under the Contract, free and clear of all liens and encumbrances.		
238	2.11.2 Support		
239	The Contractor shall arrange for support from one or more qualified firms to be available on a four-hour response basis, when needed by ITP to assist with fault diagnosis or component replacement.		
240	The proposal shall include a list of the support firms, their support responsibilities and the response arrangements.		
241	If a support firm does not respond within the agreed response timeframe, or when a support firm is not able to provide the needed support, the Contractor shall provide supplementary support in accordance with an agreed escalation procedure. The escalation procedure can initially involve telephone support, but must culminate in the Contractor providing on-site support if needed. The proposal must define the proposed support escalation procedure.		
242	2.11.3 Repair or Replacement of Faulty Components		

Ref No.	Requirement	Proposed Compliance Status (C/N/CM)	Proposed Modified Requirement Text (required for CM)
243	During the warranty period, the Contractor shall repair or replace any faulty components, with the cost included in the warranty price. ITP will ship each faulty component to the Contractor, who shall return a new or repaired component within one week of originally receiving it.		
244	If the Contractor determines that a returned component is not faulty, ITP shall receive the original component back in working order within two days of the Contractor originally receiving the returned component.		
245	All components received back at ITP from the Contractor will be tested in accordance with the original ATP, and returned to the Contractor if faulty accompanied by a certification.		
246	The Contractor shall pay all shipping charges to and from ITP, and any duties associated with the repair or replacement of faulty units.		
247	Returned or replaced spare components shall be packaged, organized and labeled in the same manner as the original supply of spare components.		
248	2.11.4 System-wide Replacement		
249	If at least 25% of a given component requires repair or replacement within the two-year warranty period, the component shall be deemed to warrant system-wide replacement.		
250	System-wide replacement shall require the Contractor to replace all units of the suspect component throughout the system, whether or not they have exhibited any fault.		
251	Even if the system-wide replacement activity extends beyond the end of the two-year warranty period, the Contractor shall be obligated to complete it if the need was documented before the end of the warranty period.		

Appendix C: Price Proposal Form

Cost Items	Installed Quantity (A)	Installed Unit Cost (B)	Installed Total Cost (C) = A x B	Spares Quantity (D)	Spares Unit Cost (E)	Spares Total Cost (F) = D x E	Total Fixed Software License Cost (G)	Total Annual Software License Cost (H)	Total Annual Support After Warranty (I)	Extended Cost = (J)=C+F+G
On Board System										
1. A. On-board Cameras: (2 cameras per vehicle) [Sections 2.3.1 and 2.3.2]	252			38						
1. B. On-board Cameras: (8 cameras per vehicle) [Sections 2.3.1 and 2.3.2]										
2. Digital Video Recorders (one unit per vehicle) [Sections 2.3.1 and 2.3.3]	126			19						
3. Interface with MDT (Section 2.3.4)	126									
4. Bulk data exchange (Section 2.3.5)	Note 1									
On-Board Subtotal with 2 Cameras per vehicle										
On-Board Subtotal with 8 Cameras per vehicle										
Central System										
5. Hardware (Section 2.4.1)	Note 1									
6. WLAN Hardware and Installation (Section 2.4.2)	Note 1									
7. Video playback and archiving/printing (Sections 2.4.3 and 2.4.4)	1									
8. Real-time video streaming (Section 2.4.5)	1									
Central System Subtotal										

Cost Items	Installed Quantity (A)	Installed Unit Cost (B)	Installed Total Cost (C) = A x B	Spares Quantity (D)	Spares Unit Cost (E)	Spares Total Cost (F) = D x E	Total Fixed Software License Cost (G)	Total Annual Software License Cost (H)	Total Annual Support After Warranty (I)	Extended Cost = (J)=C+F+G
Project Implementation										
9. A. Project management for 2 cameras per vehicle (Section 2.5)										
9. B. Project management for 8 cameras per vehicle (Section 2.5)										
10. Design review (Section 2.6)										
11. A. Acceptance testing for 2 cameras per vehicle (Section 2.8)										
11. B. Acceptance testing for 8 cameras per vehicle (Section 2.8)										
12. Documentation and training (Section 2.9)										
Project Implementation Subtotal for 2 cameras per vehicle										
Project Implementation Subtotal for 8 cameras per vehicle										
Warranty										
13. A. Two year warranty for 2 cameras per vehicle (Section 2.11)										
13. B. Two-year warranty for 8 cameras per vehicle (Section 2.11)										
Warranty Subtotal for 2 cameras per vehicle										
Warranty Subtotal for 8 cameras per vehicle										
GRAND TOTAL FOR 2 VEHICLES PER VEHICLE										
GRAND TOTAL FOR 8 VEHICLES PER VEHICLE										

Cost Items	Installed Quantity (A)	Installed Unit Cost (B)	Installed Total Cost (C) = A x B	Spares Quantity (D)	Spares Unit Cost (E)	Spares Total Cost (F) = D x E	Total Fixed Software License Cost (G)	Total Annual Software License Cost (H)	Total Annual Support After Warranty (I)	Extended Cost = (J)=C+F+G
Options:										
14. A. Year 3 Warranty for 2 cameras per vehicle										
14. B. Year 3 Warranty for 8 cameras per vehicle										
15. A. Year 4 Warranty for 2 cameras per vehicle										
15. B. Year 4 Warranty for 8 cameras per vehicle										
16. A. Year 5 Warranty for 2 cameras per vehicle										
16. B. Year 4 Warranty for 8 cameras per vehicle										

Signed: _____ Date _____
 Name and Title

Notes:

General: The purchaser reserves the right to adjust a line item quantity up to +/- 10% at the stated unit price.

Note 1: Please provide the quantity as applicable