

***Greater Hartford
Transit District***

One Union Place Hartford, CT 06103

**REQUEST FOR PROPOSAL
GHTD RFP #0309**

**PARATRANSIT
INTELLIGENT TRANSPORTATION SYSTEM**

**ONE UNION PLACE
HARTFORD, CONNECTICUT 06103
(860) 247-5329**

January 2009

NOTICE

REQUEST FOR PROPOSALS GHTD RFP #0309 PARATRANSIT INTELLIGENT TRANSPORTATION SYSTEM

The Greater Hartford Transit District (The District), Hartford, Connecticut is seeking a firm or firms to provide an Intelligent Transportation System solution for its paratransit operations. Proposal documents may be obtained by calling the District at 860.247.5329 Ext. 3004, faxing 860.549.3879 or emailing to: ssheehan@hartfordtransit.org. A pre-proposal conference will be held on Wednesday, February 18, 2009 at 1:30 P.M. at the District, One Union Place, Hartford, CT to outline requirements as well as to provide the opportunity for questions and explanations

Proposals shall be submitted to Sandra E. Sheehan, Greater Hartford Transit District, One Union Place, Hartford, CT. 06103, on or before **2:30 p.m. EST on March 11, 2009**. Proposals received after the deadline will not be considered and will be returned to the Proposer unopened. Any changes, or any requests for changes in the specifications, will not be recognized after sealed proposals are submitted to the District.

Any contract resulting from this request for proposals submitted is subject to a financial assistance contract between the District and the Connecticut Department of Transportation. All Proposers will be required to certify that they are not on the Comptroller General's list of ineligible contractors. Further, the contractor will be required to comply with all applicable equal employment opportunity laws and regulations.

The District hereby notifies all Proposers that in regard to any contract entered into pursuant to this Request for Proposals, advertisement or solicitation, small and/or minority business enterprises will be afforded full opportunity to submit proposals in response, and will not be subjected to discrimination on the basis of race, color, sex or national origin in consideration for an award.

The District reserves the right to reject any and all proposals as submitted by this Request for Proposals, and to waive informalities and irregularities, as it deems in its best interest.

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SECTION I - GENERAL INFORMATION

1. INTRODUCTION

The Greater Hartford Transit District (the "District") is a quasi-municipal corporation operating under the authority of Chapter 103a of the Connecticut General Statutes. There are currently sixteen member towns represented by appointees who collectively form the Board of Directors, the policy making body of the District. The District has broad powers to acquire, operate, finance, plan, develop, maintain and otherwise provide all forms of land transportation and related services including the development or renewal of transportation centers and parking facilities.

The District is soliciting proposals through this Request for Proposals ("RFP") from a firm or firms which provide Intelligent Transportation System solutions for paratransit operations. The District is seeking to improve the operational efficiency and cost effectiveness of its transit operations. The District, a demand-response transit provider, is responsible for the provision of Americans with Disabilities (ADA) compliant door to door transportation services for elderly and disabled residents of the member towns. The specifics of the services, and other documents relevant to this RFP, are set forth in the Scope of Services and in the Exhibits attached hereto and made a part hereof.

2. SUBMISSION OF PROPOSALS

Contractors shall submit five (5) copies of the Technical Proposal and a separate Cost Proposal prior to 2:30 p.m. E.S.T., Wednesday, March 11, 2009 to:

Sandra E. Sheehan
Director of Grants and Contract Administration
Greater Hartford Transit District
One Union Place
Hartford, Connecticut 06103-1409
FAX (860) 549-3879

Technical Proposals shall be enclosed in a sealed envelope and clearly marked "TECHNICAL PROPOSALS FOR PARATRANSIT INTELLIGENT TRANSPORTATION SYSTEM" on the front thereon. Cost Proposals shall be submitted in a separate sealed enveloped clearly marked COST PROPOSAL FOR PARATRANSIT INTELLIGENT TRANSPORTATION SYSTEM.

Late submissions will not be accepted. It is the responsibility of the Proposer to ensure that its Proposal is delivered to the District by the date and time referred to hereinabove. Delivery by facsimile or any other electronic means will not be accepted.

All costs associated with the preparation and delivery of a Proposal are the sole responsibility of the applicable Proposer. Proposers shall not include any such expenses as part of the price proposed in response to the RFP.

3. PROPOSAL INQUIRIES

Communication by any Proposer with any agent or employee of the District on the subject of this RFP, or the pending process may result in the Proposer being deemed ineligible with regard to this RFP. All questions and requests for clarification regarding this RFP or this process must be submitted in writing to Sandra E. Sheehan on or before noon, on Wednesday, February 25, 2009. Any correction or changes to this RFP will be made by written addendum only and will be distributed to all known recipients of the RFP document.

4. PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held by the District on Wednesday, February 18, 2009 at 1:30 p.m., to outline the requirements and service standards that the District will expect of the Contractor, as well as to provide the opportunity for questions and explanations. Such Conference will be held in the District's Offices at One Union Place, Hartford, Connecticut. The Proposer may submit any written requests for clarification as well as any questions regarding this solicitation package prior to the pre-proposal conference. Attendance at the Pre-Proposal Conference is not mandatory, and is not a condition for final award.

5. COMMENCEMENT OF SERVICES

It is the intent of the District to execute an agreement with the successful proposer, to commence July 1, 2009.

6. GOALS AND OBJECTIVES

The District has identified the use of intelligent transportation systems as a cost effective approach to achieve operational improvement of its paratransit operations. To accomplish this two main goals have been outlined:

- a) Increase availability of paratransit information and dissemination, and
- b) Improve overall dispatching, operational efficiency and cost effectiveness

The District is looking to deploy an ITS solution comprised of the following:

- a) Increase availability of paratransit information and dissemination, and
- b) Best of breed, non-proprietary, standard based systems, components and protocols;
- c) Easily integrates with the existing radio environment and vehicle fleet.
- d) Easily integrates with the existing computer aided dispatch (CAD) system.
- e) Easily integrates with regional and state-wide ITS initiatives to help further the ITS goals and objectives of the State of Connecticut.

7. QUALIFICATION OF PROPOSERS

Prospective Proposers must meet the following minimum qualifications to be considered for selection. The District is the sole judge in determining compliance with qualifications standards:

- a) Proposers must provide new equipment of its own manufacture, or equipment which is obtained by the Proposer through legal and reputable channels.
- b) Proposers must be able to obtain manufacturer's proof that they are authorized to provide sales and services from the proposed products
- c) Proposers must possess all trade, professional, or business licenses as may be required by the work contemplated by this RFP.

8. FEDERAL GRANT REQUIREMENTS

Exhibit - A, attached hereto and made a part hereof sets forth federal requirements placed upon vendors who are participating in a project funded in whole or in part with Federal grants. Its provisions are hereby included herein as an integral part of this RFP.

9. PROCUREMENT AND APPEALS PROCESS

The District's procurement procedures and appeals process are contained in Exhibit - C attached hereto and made a part hereof.

10. FUNDING

Any contract resulting from this request for proposals is subject to a financial assistance contract between the District and the Federal Transit Administration. All firms will be required to certify that they are not on the U.S. Department of Transportation's list of ineligible contractors. Further, the contractor will be required to comply with all applicable equal employment opportunity laws and regulations.

No proposal will be accepted from, or a Contract awarded to any person, firm, or corporation that is in arrears or is in default to the State of Connecticut upon any debt or contract or that is in default as a surety or in any other manner is in default of any obligation to the State. Additionally, no Contract shall be awarded to any person, firm, or corporation that has failed to perform on any prior or previous contract, agreement, or license with the State. Nor will any Contract be awarded to any firm that is not registered with the Secretary of State's Office to conduct business in the State of Connecticut.

11. SPECIAL PROVISION

It is the policy of the District that disadvantaged business enterprises ("DBE's") be afforded the maximum opportunity to participate in the performance of all contracts let by the District. This participation may be in the form of prime contracts, and/or sub-contracts, and/or direct or general overhead items procured from DBEs allocated to the Services. The term "disadvantaged business enterprise" means a business enterprise that is at least 51% owned and controlled by one or more socially disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background, or other similar cause. Such persons would include but not be limited to citizens of the United States who are: African Americans (not of Hispanic origin); Hispanic Americans; Native Americans; Asian-Pacific Americans; and, women regardless of race and ethnicity. Proposers will submit a statement indicating its own DBE status and what subcontracts and/or overhead purchases with amounts thereof under this project it will let to comply with the District's DBE goal of 9%.

The District is a part of the State of Connecticut Department of Transportation Unified Certification Program ("UCP") and any contractor and/or sub-contractor and/or vendor utilized to meet the DBE Participation requirements must be certified through that UCP. Upon request, the District will provide information related to the certification process.

If the Contractor is unable to achieve the specified contract goals for the Special Provision, the Contractor must submit written documentation to the District indicating his/her good faith efforts to satisfy goal requirements.

12. VALIDITY OF PROPOSALS

Proposers agree that their proposals remain valid for a period of ninety (90) days after the above cited due date for submission of proposals and may be extended beyond that time by mutual agreement.

Proposers agree that the technical portion of their proposals (not including proprietary or pricing information) may be released to other bidders upon announcement of award, if requested by such other bidders

By responding to this RFP, the proposer implicitly states that the proposal is not made in connection with any competing firm submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud. It is further implied that the proposer did not participate in the District's RFP development process, had no knowledge of the specific contents of this RFP prior to its issuance, and that no employee of the District participated directly or indirectly in the firm's proposal preparation.

13. ADDENDA AND PROPOSAL REJECTION

The District reserves the right to issue addenda to this RFP as a result of inquiries received, or to make adjustments to its project schedule if it is deemed in the District's best interest to do so. The District further reserves the right to reject any and all Proposals resulting from this RFP if the District deems that it is in the best interest of the District to do so. The District may elect to make an award of the subject contract as direct result of Proposals received or elect to negotiate with Proposers.

14. PROPOSAL WITHDRAWAL

The Proposer's authorized representative may, prior to the date and time set as the deadline for receipt of proposals, modify or withdraw a proposal in person, or by written or facsimile notice to the official listed in this document. If proposal are modified or withdrawn in person, the authorized representative shall make his or her identity known and shall sign a receipt for the proposal. Written or facsimile notices shall be received at the District's offices, One Union Place, Hartford, CT 06103 no later than the date scheduled as the proposal receipt deadline. After the proposal receipt deadline, proposal may not be withdrawn for ninety (90) calendar days.

15. INSURANCE REQUIREMENTS

The Contractor will be required to carry, for the term of the Contract and any amendment thereto, for the services performed under the terms of the Contract and those performed for the Contractor by its subcontractors, with the District being named as an additional insured party, the following minimum insurance coverage's. In the event the Contractor secures excess/umbrella liability insurance to meet the minimum requirements specified in below, the District shall also be named as an additional insured.

A. Commercial General Liability

The Contractor shall carry Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in anyone accident or occurrence, and for all damages arising out of injury to or destruction of property in anyone accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

B. Workers' Compensation Insurance

With respect to all administrative services the Contractor performs and all those performed for the Contractor by its subcontractors, the Contractor and subcontractor(s) shall carry Workers' Compensation Insurance and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States, respectively.

C. Certificate of Insurance

In conjunction with the above, the Contractor agrees to furnish to the District a Certificate of Insurance fully executed by an insurance company or companies satisfactory to the District/State for the insurance policy or policies required hereinabove which policy or policies shall be in accordance with terms of said Certificate of Insurance. For the Workers' Compensation Insurance and, as applicable, U.S. Longshore and Harbor Workers' Compensation Act coverage, the policy number(s) and term of the policy (ies) shall be indicated on the certificate. Each insurance policy shall state that the insurance company agrees to investigate and defend the insured against all claims for damages, even if groundless.

D. Self-Insurance

If the Contractor elects to be self-insured rather than acquiring coverage from an insurance company, the Contractor shall ensure to the District and/or the State that it is adequately protected. The Contractor shall submit a notarized statement from an authorized representative providing the following information:

1. That the Contractor is Self-insured,
2. That the Contractor has established a reserve fund that satisfies the minimum requirements set forth in the agreement for the payment of claims,
3. That the Contractor shall indemnify and hold the State harmless, and
4. The name, title, and address of the person to be notified in the event of a claim.

The Contractor further agrees to require all subcontractors providing any services relating to the District's ITS System on their behalf, and with respect to this RFP, to carry the following insurance coverage with the following amounts:

1. Workers' Compensation: statutory amount,
2. Employer's Liability: One Million Dollars (\$1,000,000) minimum,
3. Commercial General Liability: One Million Dollars (\$1,000,000) bodily injury for each
4. occurrence and an aggregate of Two Million Dollars (\$2,000,000).

E. Bond Requirements

The Contractor shall obtain a performance bond for the use of the District, which bond shall be executed by a corporate surety registered in the State of Connecticut and shall be in the amount of 100 (one hundred) percent of the Contract amount. The performance bond shall be kept in full force and effect at all times during the term of the Contract.

16. ATTACHED EXHIBITS

The following exhibits are included in this RFP package:

A. Federally Required Contract Clauses

B. Required Certifications

- o Certificate of Eligibility
- o Certificate of Non-Collusion
- o Certificate of Restrictions on Lobbying
- o Certificate of DBE Participation
- o Certificate of Eligible Contractors

C. District Procurement Procedures and Appeals Process

D. General Information Form

E. Cost Proposal Form

F. Contract Document

SECTION II - TECHNICAL

1. GOALS AND OBJECTIVES

The District is looking to procure an Intelligent Transportation System (ITS) solution to improve the operational efficiency and cost effectiveness of its paratransit operations. This section defines the minimum features, requirements, and capabilities desired for the ITS solution and are to be considered benchmarks for its design, verification and validation.

The District intends to procure and implement a proven solution that easily integrates with the District's existing scheduling and dispatching software system and represents the current state of the art in transit management solution.

Except as otherwise approved by the District, the Proposer shall supply standard, service-proven products of computer, communication, and peripheral equipment manufacturers, established third-party hardware and software suppliers, and their own baseline product offerings that meet or exceed the functional requirements of this specification. Proposers shall describe their standard offerings which satisfy the District specifications and highlight those proposed features that exceed specification requirements.

All equipment shall be designed for use in the transit industry, with specific attention to ergonomics, reliability, efficiency, and safety.

Equipment furnished under these specifications shall be the latest model in current production, as offered to commercial trade, and shall conform to quality workmanship standards and use materials consistent with transit industry requirements.

The following minimum functionality objectives have been identified for the project:

- a) Integrates with Trapeze Pass to furnish a cohesive picture of paratransit operations to dispatch and management personnel.
- b) Seamlessly integrates with the District's existing radio and LAN communications infrastructure.
- c) Integrates with Trapeze Pass to store all data communicated with the vehicles over the past 90 days.
- d) Integrates with Trapeze Pass to archive all data communicated with the vehicles older than the past 90 days.
- e) Manages all on-board subsystems and subsystem errors.
- f) Manages all on-board subsystem firmware, software, configurations, and updates.

The following deployment objectives have been identified for the project:

- a) Deploy and integrate the new ITS components needed to provide the District with a state of the art Transit Management Solution.
- b) Utilizes the existing radio infrastructure, licensed radio channel(s), and vehicle radios to support the solution's communication requirements.
- c) Integrates with the Trapeze Pass CAD/AVL system to exchange vehicle location, manifests, trip changes, text messaging, and emergency notification.
- d) Provides a ten-year economic life while accommodating easily deployed and maintained non-proprietary, best of breed components and systems.
- e) Conforms to National ITS Standards and open architecture to enable integration with state and regional ITS systems.

The following system objectives have been identified for the project:

- a) The proposed solution shall operate effectively using the Districts existing Trapeze Pass (CAD/AVL) hardware/software solution.
- b) The proposed solution shall not require any major restructuring of the Districts existing LAN, WAN or Radio network environments.
- c) The proposed solution shall efficiently capture and communicate the following via data radio:

1. Driver or vehicle login;	8. On time performance measurement;
2. Start of service-day or driver-shift;	9. Fare collection assistance;
3. Trip schedule manifests	10. Emergency operator alarm (panic button);
4. Trip schedule add, modify and delete;	11. System timing;
5. Trip schedule transfer (when needed);	12. Driver message sent confirmation;
6. Automatic vehicle location (GPS);	13. End of driver shift;
7. Fleet, group & vehicle text messaging;	14. Driver or vehicle logout;

2. DISTRICT OVERVIEW

A. Facilities

- a) Administrative Office – Union Station, 1 Union Place, Hartford, CT
- b) Depot Facilities – 249 Wawarme Avenue, Hartford, CT

B. Operations

- a) Transit operations are contracted to First Transit
- b) The District operates approximately 115 Paratransit Vans on a daily basis.
 - Vehicle Make/Models
 - 3 1997 FORD E-350 COACH AND EQUIPMENT PHOENIX
 - 1 1999 FORD E-350 GOSHEN COACH II
 - 2 2000 FORD E-350 GOSHEN COACH II
 - 16 2002 FORD E-450 STARTRANS
 - 15 2003 FORD E-350 STARTRANS
 - 27 2005 FORD E-350 STARTRANS
 - 13 2006 FORD E-350 STARTRANS
 - 25 2008 FORD E-350 STARTRANS
 - 12 2009 FORD E-350 STARTRANS
 - Dispatch:
 - The District maintains 6 dispatch work stations.
 - First Transit utilizes 6 dispatchers to provision service.
 - Scheduling:
 - Schedules are assigned to both vehicles and operators.
 - Drivers pick up their daily schedules from dispatch.
 - Pull-out/Pull-in:
 - The peak departure/arrival times are between 0630-0800 and 1500-1800.
 - Approx 65 vehicles depart between 0500 and 0800.
 - Vehicle Parking and Maintenance:
 - All vehicle parking occurs at the Wawarme Avenue Facility.

- All vehicle maintenance is performed at the Wawarme Avenue Facility.
 - The Wawarme Avenue facility is generally referred to as the First Transit Facility.
- c) The District operates 2 Road Supervisor Vehicles on a daily basis)
- Vehicle Make/Models
 - 2003 Ford Explorer
 - 2005 Ford Taurus

C. IT Infrastructure

The District's IT Infrastructure is as follows, segmented by office location:

a) District Administrative Office

Device Name	Device Roles	Model / Details
Mailserver	<ul style="list-style-type: none"> • Windows 2000 Domain Controller <ul style="list-style-type: none"> ○ Active Directory ○ DNS ○ DHCP • File Server • Exchange 2003 • Backup Exec 	<ul style="list-style-type: none"> • Dell Power Edge 2900 • Quad Core Xeon Processor X5460, 2x6MB Cache, 3.16GHz, 1333MHz FSB, PE2900 • 8 GB RAM, 4 GB usable • 2 x 73GB, 15K RPM, Serial-Attach SCSI (3Gbps), 3.5" Hot-Swap Hard Drives • 4 x 146GB, 15K RPM, Serial-Attach SCSI (3Gbps), 3.5" Hot-Swap Hard Drive (4th HDD is online spare) • PowerVault 110T, LTO2-L Tape Backup, 200/400GB Capacity, Internal Controller • Dual Embedded Broadcom 5708 1GB Ethernet NIC • Redundant Power Supply with Dual Cords • 5th Generation Dell Remote Access Card
GHTDStore02	<ul style="list-style-type: none"> • Windows 2003 Server • Disk Backups • Miscellaneous 	<ul style="list-style-type: none"> • Dell Power Edge 1950 • Quad Core Xeon Processor E5420, 2x6MB Cache, 2.5GHz, 1333MHz FSB, PE1950 • 4 GB RAM • PERC6i SAS RAID Controller, Internal with Battery • 2 x 400GB, 10K RPM, Serial-Attach SCSI (3Gbps), 3.5" Hot-Swap Hard Drive • PERC6i SAS RAID Controller, 2x4 Connectors, Int, PCIe 256MB Cache • Dual Embedded Broadcom 5708 1GB Ethernet NIC • 5th Generation Dell Remote Access Card
Cisco PIX 505	<ul style="list-style-type: none"> • Firewall <ul style="list-style-type: none"> ○ T-1 Internet Connection 	Cisco PIX 505 Firewall
Cisco VPN 3005	VPN Appliance <ul style="list-style-type: none"> ○ Used for site-to-site VPN between First Transit Office and District Admin Office ○ Uses T-1 Internet Connection 	Cisco VPN 3005 Concentrator
Cisco 24 Port 10/100 Switch w/ 2 Gbit uplink ports	LAN Switch	WS-C2960-24TT-L
Cisco Wireless Access Point	WLAN Access Point	AIR-AP1121G-A-K9

b) First Transit Office

Device Name	Device Roles	Model / Details
GHTDPDC	<ul style="list-style-type: none"> • Windows 2000 Domain Controller <ul style="list-style-type: none"> ○ Active Directory ○ DNS ○ DHCP • SQL 2000 Server • Backup Exec • Trapeze Pass v4.461 	<ul style="list-style-type: none"> • Dell PowerEdge 2900 • Quad Core Xeon Processor X5460, 2x6MB Cache, 3.16GHz, 1333MHz FSB, PE2900 • 8 GB RAM, 4 GB usable • 2 x 73GB, 15K RPM, Serial-Attach SCSI (3Gbps), 3.5" Hot-Swap Hard Drives • 4 x 146GB, 15K RPM, Serial-Attach SCSI (3Gbps), 3.5" Hot-Swap Hard Drive (4th HDD is online spare) • PowerVault 110T, LTO2-L Tape Backup, 200/400GB Capacity, Internal Controller • Dual Embedded Broadcom 5708 1GB Ethernet NIC • Redundant Power Supply with Dual Cords • 5th Generation Dell Remote Access Card
	<ul style="list-style-type: none"> ○ A Trapeze Pass v4.461 to 8.0 and SQL 2000 to 2005 upgrade is in progress. 	
GHTD3	<ul style="list-style-type: none"> • Windows 2000 Server • Trapeze Scheduler • Backup Exec • Backup Drive 	<ul style="list-style-type: none"> • Dell Power Edge 1950 • Quad Core Intel Xeon L5420, 2x6MB Cache, 2.5GHz, 1333MHz FSB, PE1950 • 8 GB RAM, 4 GB usable • 3 x 73GB, 15K RPM, Serial-Attach SCSI (3Gbps), 3.5" Hot-Swap Hard Drives • PERC6i SAS RAID Controller, 2x4 Connectors, Int, PCIe 256MB Cache • 39320A Ultra 3 SCSI Internal Controller Card • Dual Embedded Broadcom 5708 1GB Ethernet NIC • 5th Generation Dell Remote Access Card
Rconnect02	<ul style="list-style-type: none"> • Window 2003 Server • Citrix Presentation Server 4.5 	Dell Power Edge 1950 <ul style="list-style-type: none"> • Same as above
	<ul style="list-style-type: none"> ○ 3 District Office users connect to Trapeze via Citrix over the ADSL connection. ○ ADSL circuit speed 768 KB / 386 KB ○ Remaining Trapeze users such as dispatchers, reservationists, schedulers and editors are located in the same Wawarne Avenue facility as the Trapeze server. 	
GHTDStore02	<ul style="list-style-type: none"> • Windows 2003 Server • Disk Backup • Miscellaneous 	<ul style="list-style-type: none"> • Dell Power Edge 1950 • Quad Core Xeon E5420 Processor, 2x6MB Cache, 2.5GHz, 1333MHz FSB, PE1950 • 4 GB RAM • PERC6i SAS RAID Controller Internal with Battery • 2 x 400GB, 10K RPM, Serial-Attach SCSI (3Gbps), 3.5" Hot-Swap Hard Drives • PERC6i SAS RAID Controller, 2x4 Connectors, Int, PCIe 256MB Cache • Dual Embedded Broadcom 5708 1GB Ethernet NIC • 5th Generation Dell Remote Access Card
Cisco VPN 3002 Hardware Client	VPN Appliance	Cisco VPN 3002
	<ul style="list-style-type: none"> ○ Used for site-to-site VPN between First Transit Office and District Administrative Office ○ Uses ADSL 	
Cisco 8 Port Gigabit Switch	Backbone Switch	WS-C2960G-8TC-L
Cisco 24 Port 10/100 Switch w/ 2 Gbit uplink ports	LAN Switch	WS-C2960-24TT-L

D. Computer Aided Dispatch (CAD)

- The District uses Trapeze Pass to accommodate computer aided dispatch.
- The Trapeze Pass Server is located at the District's First Transit (Wawarme Ave) Facility.
- All District dispatchers, reservationists, schedulers and editors work at the First Transit Facility.

Trapeze Pass Upgrade

In coordination with Trapeze, the District recently upgraded their server hardware and software.

The Trapeze Pass environment is currently being upgraded from v4.4 to v8.0. This upgrade shall be completed prior to start of this project and is considered out of scope with respect to this RFP.

The Trapeze Pass v8.0 system shall interface with new on-board MDC's in support of digital manifests, text messaging, automatic vehicle location, emergency alarm, and schedule adherence processing.

The Pass system shall provide data repository services for all data communicated with the vehicles; act as the focal point for the provisioning of transit services, operator authentication, system and service monitoring, messaging, and reporting.

E. Radio Communications

The District leases voice-only radio communication services from Marcus Communications, LLC of Manchester, Connecticut.

The leased radio environment is comprised of the following:

- A single tower located on Box Mountain, Bolton, CT
(41-48-00.0 N, 072-27-19.0 W)
- A 17-channel Logic Trunked Radio (LTR) System based on Kenwood TKR-840 radio equipment.
- Marcus owned and operated radio frequencies.

All District mobile and portable radios are configured to use the Marcus trunked radio channels.

All vehicle dispatch radio communications are performed at the First Transit Facility.

The transit vehicles are equipped with Kenwood TK-8080 or TK-8180 radios.

The district currently has no data-radio channel(s) in use.

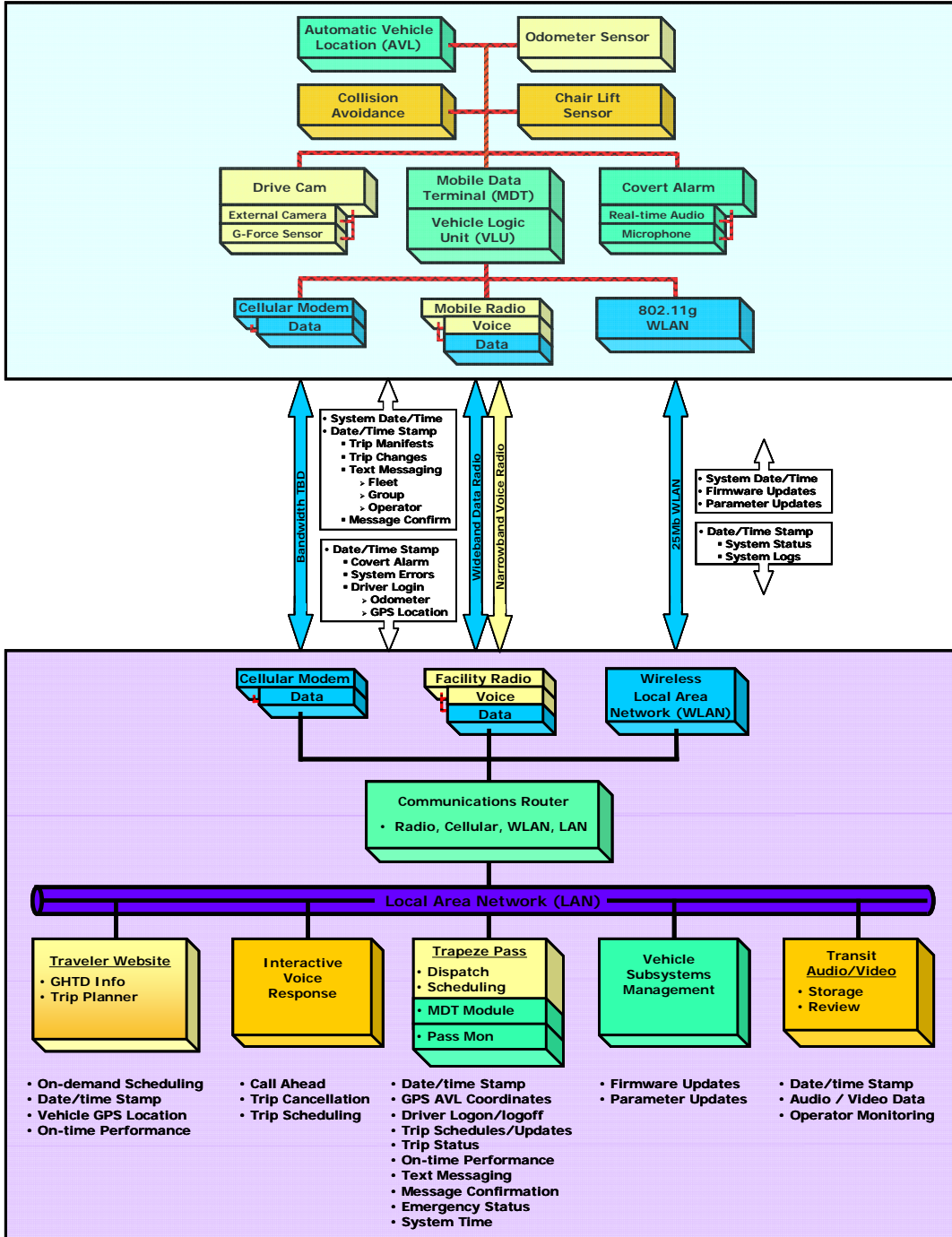
The District has the following radio frequencies licensed/available to support vehicle data-radio and tower data-radio backhaul:

- [453.6500](#)
- [453.7750](#)
- [458.6500](#)
- [458.7750](#)

3. CONCEPT OF OPERATIONS

Transit Management System

Vehicle Subsystems



4. SCOPE OF WORK

The Contractor shall design, furnish, install, test, and make operational a Transit Management Solution (henceforth referred to as the System) as outlined by this RFP. The Contractor shall be responsible for the integration of all Systems, Communications, and Vehicle Subsystems to the degree and levels outlined by this RFP.

The Contractor shall be responsible for all acts, tasks, equipment, system components, and services required to provide the District with a turnkey transit management solution that is fully functional in accordance with the Contract and Specifications (collectively referred to as "Work"), whether or not such Work is specifically identified within this Agreement and/or the Specifications.

Unless otherwise expressly agreed in writing, all Work under this Agreement shall be performed by the Contractor.

A. Project Overview

The project overview provides an outline of the solution-set requirements of the project as envisioned by the District. The determination of how the system is packaged, as envisioned by the District or otherwise is the sole discretion of the Proposer so long as the overall functionality remains the same.

Any and all deviations from the District's envisioned solution-set must be clearly documented.

1. Project Management, Engineering, and Oversight.
2. Hardware Deployment
 - Communication Control Server
 - District will supply per the Contractors specification.
 - LAN/Radio Gateway
 - Dispatch Audio Recording System (Optional)
 - Transit Vehicle MDC's
 - GPS Receiver and Ancillaries
 - Navigational Assistance
 - Magnetic Strip Card Reader (Optional)
 - WLAN Adapter (802.11 g/n) (Optional)
 - Road Supervisor Vehicle
 - Mobile Dispatch Solution
 - Mobile Dispatch MDC or Laptop based solution
3. Software Deployment
 - Communication Control System (CCS)
 - Server Operating System
 - District will supply per the Contractors specification.
 - CCS Server Software
 - Trapeze PassMon Module
 - Trapeze Pass Dispatch Client Upgrade (as needed)
 - Vehicle MDC Software
 - Road Supervisor Mobile Dispatch Software or Citrix Client
4. Systems Integration
 - Coordinate data-radio network changes
 - Integrate Transit Systems with data-radio environment
 - Integrate Trapeze PassMon with selected vehicle MDCs
5. Solutions Testing
 - Proof of performance

- Mini-Fleet (pilot)
 - Operational Deployment
 - Operability Test Period
6. Systems Training
 - Transit Dispatch
 - Vehicle Operators
 - Systems Administration
 - Vehicle Systems Maintenance
 7. Systems Documentation
 - Solutions Design
 - Communications
 - Maintenance and Support
 8. Vehicle Equipment Spares
 - Recommended Vehicle Equipment Spares

B. Contractor Responsibilities

The Contractor shall be responsible for all design, specification, supply, installation, integration, testing and training necessary to deliver a fully functioning, integrated, turn-key solution.

The Contractor shall be responsible for providing oversight, scheduling and coordination of services involving all sub-contractors as well as the District's existing information technology and radio communication vendors.

At minimum, the selected contractor shall be responsible for the following:

- Participate in all design, review, coordination and progress meetings;
- Develop and deliver all designs and documentation;
- Perform vehicle and facility inspections;
- Prepare installation details;
- Outline, coordinate, schedule and monitor all subcontractor and District vendor work to be performed.
- Assist District staff, as needed, in the specification and procurement of any and all necessary hardware and software;
- Coordinate and assist, as needed, with all sub-contractors and District IT Staff in the installation and configuration of all facility based IT hardware and software;
- Coordinate and assist, as needed, with all sub-contractors and Marcus Communications in the installation and/or configuration of all facility, vehicle, and tower communications equipment.
- Deliver, install and configure all new vehicle hardware and software;
- Integrate Radio and LAN communications in coordination with District's IT Staff and Marcus Communications;
- Integrate the CAD/AVL system with the vehicle subsystems, as needed, in coordination with Trapeze, the District IT Staff, and Marcus Communications;
- Develop all System testing plans and documentation;
- Conduct and successfully complete all testing;
- Supply all required documentation;
- Respond to any District inquiries;
- Conduct all training; and
- Provide warranty and fulfill agreement.

C. District Responsibilities

The District shall be responsible for the following:

- Assign a project manager with the ability to coordinate activities on behalf of the District;
- Reserve the right to participate in or witness any or all other tests;
- Participate in the Mini-Fleet Test and reserve the right to participate in or witness any or all other tests;
- Provide timely review (within 2 weeks), comment and approvals of all requisite documentation as specified in the contract;
- Participate in all scheduled project activities, attend scheduled meetings and promptly respond to new meeting requests, requests for information, technical support or other necessary communication activities;
- Provide all computing platform hardware per the Contractor's specification.
- Provide all operating system and database software per the Contractor's specification.
- Provide all data radio equipment and infrastructure per the Contractor's specification.
- Provide electrical power and ventilation/cooling for all facility based systems.
- Assist the Contractor in obtaining information, services, facilities and other obligations including:
 - Integration with the District's radio system;
 - Integration with the District's computing environment;
 - Coordinate logistical arrangements for receipt and acceptance of project related equipment;
 - Coordinate logistical arrangements for access to vehicles for purposes of equipment installation and testing;
 - Schedule and coordinate staff participation in training sessions as per the agreed training schedule.

D. Project Requirements

Project Management, Engineering, and Oversight

The Contractor's Project Management staff shall be responsible for the following:

1. Project Oversight
2. Project Engineering and Oversight
3. Subcontractor and District Vendor Coordination and Management;
4. Integration Planning, Scheduling, and Management;
5. Deployment Planning, Scheduling, and Management,
6. Test Planning, Scheduling, and Management.

The Contractor shall be responsible for all acts, tasks, equipment, system components, and services required to provide the District with a turnkey System that is fully functional and in accordance with the Contract and Specifications (collectively referred to as "Work"), whether or not such Work is specifically identified within this Agreement and Specifications.

The Contractor shall provide project management and oversight of all aspects of the District's ITS project initiative.

The Contractor shall design, furnish, install, test, and make operational a turn-key Transit Management Solution (henceforth referred to as the System) as outlined in this RFP.

The Contractor shall provide supporting documentation, training, and technical support, as specified in these Technical Specifications.

Unless otherwise expressly agreed in writing, all Work under this Agreement shall be performed by the Contractor.

Hardware and Software Deployment

The Contractor shall provide technical specification (as needed) and pricing (as outlined in Exhibit E – Proposal Pricing Form) for all new hardware, software and services necessary to provide the District with a turn-key transit management solution. The District reserves the right to procure any and all hardware, software and services (e.g. radio communications) using internal procurement mechanisms (i.e. State contracts, vendor pricing agreements, volume purchase agreements) in the best interests of the District.

- The Contractor shall provide, deploy, configure and test the following hardware and/or software in coordination with the District, and its vendors, to accommodate the requirements of this RFP:
 - Communications Control System
 - LAN/Radio Gateway
 - Modem(s), Data Radio Base Station(s)
 - Dispatch Radio Recording System (Optional)
 - Road Supervisor Mobile Dispatch Solution
 - Trapeze PassMon, MDC, and Mobile Dispatch Software
 - Transit Vehicle MDC's and ancillaries (GPS, driving directions, panic button, antennas, brackets, wiring, etc.)

Communications

The District envisions the System utilizing voice and data radio as the primary means of communication between vehicles in transit and facility dispatch.

The District shall provide, configure, and maintain (through Marcus Communications) all voice and data radio communications equipment. The District shall work with the Contractor to ensure Radio communications environment accommodates the needs of the Contractor's System.

The District intends to deploy a data radio solution in coordination with the Contractor and Marcus Communications.

The Contractor shall utilize the existing fixed site radio infrastructure so long as the Contractor believes it's sufficient to support their System design and performance criteria.

The Contractor shall clearly indicate and provide pricing for any specific, unique, data-radio communications equipment needed to support their communications design.

In the event the Contractor does not have specific, unique, data-radio equipment requirements, the Contractor shall recommend data-radio equipment it prefers and has successfully employed for transit organizations of similar size / scope.

All radio frequencies, tower sites, and fixed site tower equipment (e.g. repeaters, transmitters, antennas, etc...) shall be deployed in coordination with and maintained by Marcus Communications.

All radio equipment shall be made readily available to the Contractor for review and analysis purposes as needed.

The Contractor shall be responsible for ensuring a data radio communications environment is deployed in accordance with the technical requirements of the solution-set and in coordination with the District and Marcus Communications.

Wireless Local Area Network

The District anticipates using maintenance staff, upgrade or replace, as the means by which MDC software and parameters updates are employed in the near term.

The District requests Proposers clearly indicate the MDC's ability to accommodate Depot WLAN based software and parameter updates and what, if any, additional hardware or software components are needed.

Dispatch Audio Recording System (Optional)

The Contractor shall provide audio (phone and radio) recording equipment at all dispatch Consoles or encompassing all dispatch communications.

All dispatch audio communications shall be recorded.

The system shall record onto a removable, high capacity hard disk equipped with a key lock to prevent tampering.

As the system hard drive disk space is filled, new information shall overwrite old in a linear sequence. This linear sequence shall continue indefinitely.

The recording system shall support a minimum of seven (7) days, 24 hours per day of audio recording.

The recording system shall provide dispatch with the ability to select and playback the last five (at minimum) audio exchanges.

The recording system shall accommodate the recording and storage of analog or digital audio data.

The recording system shall allow audio recordings to be exported and saved to long term storage.

The recording system shall be TCP/IP addressable and include a 100/1000 MB Ethernet adapter for LAN integration.

The recording system shall support the automatic offload of audio recording and system logs for long term storage.

The recording system shall include Administration software for LAN based DVR configuration.

The recording system shall be capable of simultaneous recording and playback, allowing for the review of real-time audio from multiple users without interruption of ongoing recording.

The recording system shall support a minimum of seven (7) days, 24 hours per day of radio channel recording.

The recording system shall accommodate record on audio activity rather than continuous record.

All displays shall be in plain English, reflecting the operating status of the DVR.

The recording system shall be designed to restrict access, prevent alteration of audio and/or tampering both physically at the device and by software users over the LAN.

The recording system shall accommodate changes to Daylight Savings Time.

Mobile Data Computer (MDC)

The MDC shall provide all on-board computing services, manage and coordinate communications and act as the primary interface between the vehicle operator, vehicle subsystems, and transit dispatch.

The MDC shall include or integrate with the following:

- Mobile Voice/Data Radio
- Automatic Vehicle Location
- Driving Directions

- Odometer Sensor
- Emergency Alarm

The MDC shall provide messaging, display the trip manifest, accommodate operator selected bi-lingual functionality, provide audio and textual driving directions as well as accommodate subsystem status, vehicle / trip performance data and an auto-arrive feature that automatically notifies dispatch when a vehicle approaches their scheduled location.

The driver shall not be able to disconnect the MDC from power, turn off the MDC or shut down the MDC software applications.

The MDC shall be able to display multiple text sizes and multiple lines of text.

Messages displayed to the user shall be in a large font (approximately eighteen point) that is readable by a user with 20/20 eyesight from a distance of three and one half feet in daylight conditions.

The MDC display shall be readable in different lighting conditions ranging from bright sunlight to darkness and by vehicle operators wearing sunglasses.

MDC buttons shall be durable, wear-resistant, and large enough for convenient vehicle operator selection with a gloved hand.

The MDC buttons shall be spaced sufficiently far apart to minimize inadvertent selection of adjacent buttons.

Audible tones shall vary in accordance with differing alert conveyances.

The audio output level shall be adjustable by the vehicle operator within a restricted range that prevents audio output from being disabled.

The MDC shall provide automated display and voice annunciated travel directions in accordance with operators multi-stop trip manifest.

Voice annunciated directions shall give operator ample time to negotiate turns in a safe and secure manner.

Mobile Voice/Data Radio

The District intends to utilize the existing vehicle radios in support of the Contractor's voice/data radio solution.

All voice radio channels shall be exclusively used for voice communications.

The data radio channel shall be used to transfer vehicle identification, operational status messages, manifest and trip changes, text messaging, GPS, control commands, and system timing.

Logon, Data Transfer, and Pull-out Monitoring

The MDC shall monitor the operator log-on process. In the event of communications failure, the operator shall be able to perform manual log-on using an Operator ID or the optional magnetic strip Operator ID card.

The MDC shall monitor the initialization process and indicate ongoing initialization, subsystem failure and successful completion.

In the event of initialization time-out or component failure, the operator shall be prompted to confirm the event, a predefined alert message shall be sent to Dispatch and a subsystem error log created.

Following the initial notifications, continued vehicle operation shall not be hindered nor further alarms generated for the remainder of the service day. Continued vehicle operation shall be the

sole discretion of Dispatch. Subsystem time-out periods shall be configurable by the System Administrator.

The MDC shall monitor vehicle pull-out status to determine if defined departure window is at risk or has been exceeded.

In the event the pull-out window is at risk, the vehicle operator shall be audibly and visually prompted to confirm the upcoming departure window is at risk of being exceeded.

In the event the pull-out window has been exceeded, the vehicle operator shall be audibly and visually prompted to confirm the departure window has been exceeded and a predefined alert message shall be sent to Dispatch.

Automatic Vehicle Location

All transit vehicles shall be equipped with an Automatic Vehicle Location (AVL) Subsystem.

The AVL subsystem shall encompass an on-board Global Positioning System (GPS) receiver and ancillary equipment.

All transit vehicle movement shall be displayed on the CAD/AVL System console and shall be based upon actual vehicle location reports, not simulated.

Emergency Alarms

All transit vehicles shall be equipped with an emergency alarm or panic button that accommodates the following:

- Is of sufficient design / quality to limit the possibility of unintentional activation.
- Sends an emergency-alarm text message to dispatch upon being pressed.
- Alarm placement shall be determined during the design phase as per the District's specification and the Contractor's design.

Text Messaging

The System shall be designed to efficiently support the exchange of messaging between dispatch and vehicle operators.

The System shall accommodate predefined (canned) messaging, response acknowledgements, and custom free-form messaging.

The System shall support fleet, group, and vehicle text messaging as provided by the Trapeze Pass CAD/AVL System and per the Contractor's design.

Vehicle in motion messaging shall be disabled.

Road Supervisor

Supervisory vehicles shall be equipped with a mobile dispatch MDC solution or a mobile laptop computer. (Preferably an MDC solution)

Supervisors shall be provided with mobile dispatch software/functionality comparable to that which is available to facility dispatch.

If needed, the mobile dispatcher shall connect using a Laptop and Cellular Modem to an exclusive facility dispatch console using Citrix.

Contractors shall install, configure and integrate all mobile dispatch hardware, software, communications, and ancillary equipment in the Supervisory Vehicles.

Systems Integration

The Contractor shall be responsible for the integration of all Systems, Communications, and Vehicle Subsystems to the degree and intended levels outlined in this RFP.

The Contractor shall work with the District to fully integrate the System with Pass, the Vehicle MDC's, and the radio, LAN, WAN communication environments to provide maximum benefit from the System.

The Contractor shall coordinate with the District, and all appropriate subcontractors on all field identifiers and data exchanges between Pass and the Vehicle MDC's.

Testing

Proof of Performance Testing shall be completed on each device in the field once it has been installed and configured.

- At a minimum, the installation test for each unit shall include (as applicable): power-up/power-down tests, log-on/log-off tests, verification of major functions, and verification of operational interfaces to other devices.
- Subsystem Integration Testing shall be completed to confirm that integrated devices communicate, exchange data, and function as intended.

The Mini-Fleet (pilot) Test shall be completed using a small subset of the vehicle fleet.

- The pilot test is the final test to be completed and can only be initiated after all of the system elements have been installed and configured, and Proof of Performance and Subsystem Integration Testing have been successfully completed.
- The Mini-Fleet Test involves the entire system, and tests are completed to ensure that the overall functional requirements are met.
- This test shall verify that all components (fixed facility equipment, mobile equipment, software, and firmware) have been supplied, installed, and perform all functions in accordance with the specified requirements and the Contractor's design.
- Mini-fleet test vehicles shall gradually move from simulated service to actual service conditions to fully test schedule and route adherence, AVL, data messaging, and all other System and Subsystem equipment and functionality.
- The mini-fleet test vehicles shall be operated on a selected subset of the routes or trips encompassing the entire service area.
- The mini-fleet test shall fully test the operational and functional conditions expected during service day operation as well emergency operating conditions.

The Phased Operational Deployment test shall be completed following the successful completion of the mini-fleet testing.

- The remainder of the vehicle fleet shall be phased-over to the new System.
- The phase-over will be in accordance with the Contractor's approved Phased Installation and Transition Plan.

The Operability Period Test is a 30 day performance test that is initiated once the Mini-Fleet Test has been completed and operation has commenced.

- The system is tested under full operation conditions to ensure that the performance requirements are met and to measure system reliability and availability.

Training

The Contractor shall be responsible to train District designated personnel according to the requirements specified herein, with the intent that District designated staff may function in a train-the-trainer capacity.

Staff training shall accommodate the following types of role specific training:

- Dispatch Training,
- Vehicle Operator Training,
- System Administrator Training,
- Vehicle Equipment Training,
- Report Generation Training.

Practical training on equipment shall occupy a significant portion of all training classes.

The training presentations and material shall be in English.

Instruction shall cover equipment familiarization and systems operation. The minimum training is that which is necessary to bring those employees designated to the level of proficiency required for performing their respective duties.

The Contractor shall provide experienced and qualified instructors to conduct all training sessions. The Contractor is responsible for ensuring that the instructors teaching these courses are not only familiar with technical information but are able to utilize proper methods of instruction, training aids, audiovisuals and other materials to provide for effective training.

The Contractor is responsible for providing all training materials, training aids, audiovisual equipment and visual aids needed to conduct of these courses.

Instructional materials consisting of applicable equipment operation and maintenance manuals, and supplemental notebooks consisting of additional drawings, procedures, and descriptive information shall be provided.

Student guides shall include full topic descriptions, illustrations as needed to enhance content presentation, and provide common problems with comprehensive solutions. Student guides shall mirror the instructor guides.

All training materials are to become the property of the District at the conclusion of training.

Maintenance training shall commence during the time when equipment is installed on the vehicles.

The Contractor shall submit the training curricula, presentations, and materials for review and approval by the District. No training shall commence until these items have been approved by the District.

Systems Documentation

The Contractor shall provide detailed documentation that describes the system design, configuration, training, as-built conditions, operation and maintenance.

All documentation shall be in English, shall utilize US measurements, and shall be submitted directly to the District in paper hardcopy and electronically in MS Word/Visio/Excel/Project and Adobe Acrobat formats. (Preferably, documentation should accommodate being updated to address subsequent changes.)

A minimum of six bound, hard copies of documentation and one CD-ROM copy shall be provided.

Electrical and electronic drawings shall be supplied to show engineering changes made to any component or module up to the end of the warranty period of the system supplied.

The manuals shall be complete, accurate, up-to-date, and shall contain only information pertaining to the system installed.

Each volume shall have a binder (stiff cover and spine) and drawings protected by clear plastic to withstand frequent handling. The binding arrangement shall permit the manual to be laid flat when opened.

Spare Parts:

The Contractor shall propose for consideration by the District a list of spare parts (Spare Parts List) to be provided under the Contract.

The spare parts list shall include replacement parts, components or sub-assemblies for all items of equipment provided under this Contract in sufficient quantities to meet the estimated need for warranty and maintenance purposes for a period of one year.

The spare parts list shall contain all wiring, cabling and adapters necessary to install, test and maintain the system.

The Contractor shall provide spare parts in accordance with the agreed spare parts list, the full cost of which shall be included in the Contract Price.

SECTION III - RESPONSE CRITERIA

1. SUBMISSION REQUIREMENTS

All information shall be provided according to the following instructions in order to be considered a responsive Proposal.

Six (6) identical hard copies and one (1) electronic copy of the proposal shall be submitted and must include a cover letter and the General Information Form, as well as a plan to carry out the Scope of Services Specifications outlined in this RFP.

Each Proposal shall be typed and should be concise but comprehensive. The Proposal is limited to 25 - 8 ½ X 11 sheets or 50 pages of double sided prints. Font size 12 points.

Proposers shall provide a proposal which includes the required elements, both in content and sequence as set forth in this section. Proposal Forms must be completed and signed. All required certifications must be completed, signed and submitted with each Proposal.

Proposers shall demonstrate the ability to secure performance and subcontractor payment bonds.

Cost Proposal information shall be based on the type of service to be provided and the associated requirements as specified in this RFP. The price to be quoted in any proposal shall include all items of labor, materials, and other costs necessary to fully provide the services. Any items omitted from this specification which are clearly necessary for the completion of the project shall be considered a portion of the project although not directly named in these specifications.

2. GENERAL INFORMATION FORM

The Proposer must provide a completed and signed General Information Form as shown in Exhibit A.

3. COVER LETTER

Each Proposer shall submit a maximum two-page letter including the name and address of the organization submitting the proposal; a brief description of the Proposer's organization including whether the organization is an individual, partnership, corporation or joint venture.

4. STATEMENT OF QUALIFICATIONS

The Proposal must include a statement regarding the experience and performance of the Proposer in providing services similar in scope to those requested in this RFP. This statement should, at a minimum include a discussion of the availability of the resources necessary to perform the scope of work requirements either within the Proposer's firm or through the use of subcontractors. A description of the Proposer's company and the companies of all subcontractors, including the percentage of work to be performed by each, the level of experience the Proposer has in working with each of the subcontractors and whether or not any are qualified DBEs.

The Proposer must have a minimum of five years of experience in the provision of intelligent transportation services and demonstrate it has the ability to fulfill the obligations of this contract.

The proposal must also include a list of references to which the Proposer has provided professional services similar in scope and complexity to that concerned with this RFP. The most

recent reference should be listed first, then others in reverse chronological order. Include the name of the reference, contact person, title of contact person, telephone number, period of performance of service, a short narrative describing the project, size of fleet, total contract value, whether or not the project is complete, on schedule and an explanation of any causes of delay

The District reserves the right to seek references beyond those supplied by the Proposer, which may be used as part of the evaluation process.

5. FINANCIAL CAPACITY

Each proposer must submit information to allow the District to assess the financial capacity of the proposer's organization. This information must include audited financial statements of the proposer and any parent or affiliated company for the past five (5) years. Including:

A summary of all claims made in the last five (5) years arising out of previous contracts listed including financial disposition of each claim, the project name, amount, date, and location.

A statement describing whether or not the proposer has defaulted on a project within the last two years, including name, location, amount, and date.

A statement describing whether the Proposer has been found to be non-responsible proposer, for reason other than being non-responsive, by a public agency with the past two years, including project name, amount, location and date.

A listing showing how many similar projects the Proposer will be working on at the same time as the District's project, including project name, amount, location and date.

A statement describing whether a surety ever completed any portion of the work on a Proposer's project within the last five (5) years, including project name, amount, location, and date.

A statement describing whether the Proposer, any officer of the Proposer, or any employee of the proposer, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of a law or safety regulation, and if so, explaining the circumstances, including project name, amount, location, date, etc.

6. PROJECT MANAGEMENT

The Proposer must provide, for the Project Manager and Senior Technical Staff members being proposed for the contract, a detailed resume, indicating, at a minimum, the individual's name, which position the individual would be assigned to, years of relevant experience, and specific relevant experience.

In addition, the Proposer shall provide a complete project organizational chart, the organization including all sub-contractors and sub-contractors personnel, and location of the group that would implement the project, a description of any other groups/offices that would be providing hardware, software or services, including where they fit into the project organization.

The Proposer must submit a proposed project plan, a detailed work plan and methodology, a description of the quality control program and proposed warranty provisions. In addition, this section shall include a description detailing the ability of the Proposer's project team to complete the project on schedule and within budget and a commitment that no key personnel will be removed or replaced without the District's written concurrence, not to be unreasonably withheld.

The Proposer must also provide a timeline which identifies project milestones and indicate an estimated time of completion from award of contract.

7. TECHNICAL INFORMATION

Each Proposal must contain a specific response to the technical information requested in Section II Specifications. Included shall be detailed system configuration drawings and detailed description of the proposed system. The Proposal shall provide information relative to the

Proposer's conformance to the requirements set forth in Section II. Information should be provided for each numbered section indicating whether the proposal and proposed system conform to each requirement. A numbered paragraph includes all material in both numbered and unnumbered paragraphs up to the next numbered paragraph. The Proposer shall include for each numbered paragraph a cross-reference to pertinent sections of the Proposer's Proposal. Detailed information shall be provided for each exception. Failure to submit conformance information would result in the proposal considered non-responsive to the requirements of the RFP.

The Requirements Table should be used to provide responses concerning conformity to the technical requirements as outlined in Section II. In the case of missing a Proposer's response/information to any section of the Requirements Table, the Proposer agrees that they will completely conform to that specific section of the RFP and that if the Proposer is awarded a contract, the Proposer shall be required to meet all such requirements without exception.

The only acceptable conformance statements are as follows:

Conform (C): The Proposer's proposed system meets the requirements in the manner indicated by this RFP.

Alternative (A): The Proposer's proposed system uses an approach at variance with the RFP, which the Proposer believes meets the intent of the RFP. The Proposer shall reference an explanation of the proposed alternative in the Requirements Table.

Exception (E): The Proposer's proposed system does not meet the requirements of the RFP and no alternative is proposed. It will be assumed that the Proposer agrees to the provisions of this RFP, and in the adequacy of said RFP for proposal purposes unless exceptions are specifically and clearly listed in the proposal. The Proposer's printed Terms and Conditions are not considered specific exceptions.

8. PROPRIETARY RIGHTS

Each proposer must submit proposed terms and conditions governing the following:

Contractor Proprietary Rights

Ownership of Intellectual Property

Intellectual Property Indemnity

Licensed Software

Software and Other Intellectual Property Specifically Developed for the DISTRICT Project

Subsequent Releases/Versions of Software

Embedded Technology

Modifications to Software

The review of the proposed terms and conditions will not be part of the evaluation of proposals. However, the District will include terms and conditions addressing the above listed issues in the contract resulting from this RFP. The District reserves the right to include additional contract provisions prior to execution of the contract, and/or to modify or delete any of the contract provisions set forth in this RFP

9. AFFIRMATIVE ACTION PLAN

The Proposer shall include a copy of the Proposer's and any subcontractor's Affirmative Action Plan and a brief description of how the plan is implemented.

10. REQUIRED CERTIFICATIONS

The Proposal must submit the completed and signed certifications shown in Exhibit B. Failure to submit the certifications will result in the proposal not being evaluated.

11. COST PROPOSAL FORM

The Cost Proposal must specify the proposed cost to provide services as stated in this RFP. The cost proposal form shown in Exhibit X shall be completed. A Cost Proposal Form must be completed for each service year. The cost proposal shall include all of the costs and expenses associated with the Proposal. The Cost Proposal must be submitted in a separate sealed and labeled package. PLEASE NOTE: Cost information must appear only in the Cost Proposal; cost information must not be discussed in the technical proposal.

12. MISCELLANEOUS INFORMATION

The Proposer is encouraged to submit other information which may be pertinent to the evaluation of the Proposal.

SECTION IV - PROPOSAL EVALUATION

1. EVALUATION PROCEDURES

An award will be made to the most responsible and responsive firm in accordance with the evaluation criteria set forth in this RFP. All proposals received will be evaluated and scored by an Evaluation Review Committee. Proposal evaluation is an assessment of both the Proposal and the Proposer's ability to successfully accomplish the required services.

The Evaluation Review Committee shall review each Proposal submitted and may invite some or all of the Proposers to submit additional material to support or clarify their proposals. The Evaluation Review Committee will take all information provided into consideration in making its recommendation to award a contract to the successful proposer in the best interests of the District. The District shall select the highest rated Proposal subject to negotiation of fair and reasonable compensation.

If determined necessary, the Evaluation Review Committee may invite top Proposers found to be within the competitive range, or may be reasonably made to be within the competitive range for an interview. If interviews are conducted, the Evaluation Review Committee will be provided the opportunity to revise their original evaluation and score to accurately reflect any additional information that may have been obtained through the interview process.

The final score for each proposal will be obtained by summing the results from each section (Technical Proposal and Cost Proposal), with a perfect final score being 100 points. The Evaluation Committee will take the total score for each Technical Proposal and add to it the respective Cost Proposal evaluation score to rank the proposal and to determine the overall preferred proposals.

In the event that a proposal, which has been included in the competitive range, contains conditions, exceptions, reservations or understanding to any Contract requirements, said conditions, exceptions, reservations or understandings may be discussed during the interview or negotiation meetings. However, the District shall have the right to reject any and all conditions and/or exceptions, and instruct the Proposer to amend its Proposal and remove said conditions and/or exceptions; and any Proposer failing to do so may cause the District to determine such Proposal to be outside the competitive range.

The Proposer with the highest ranking Proposal may be contacted regarding any potential areas to be negotiated. If negotiations are determined not necessary, a contract will be awarded to that firm. If negotiations are conducted and not successful with the highest ranking Proposer then negotiations may be conducted with the next highest ranking Proposer and so on down the line until negotiations are successful.

The District reserves the right to contact Proposer(s) regarding an interview, areas of concern, areas to be negotiated and/or request to amend its proposal and to make its Best and Final Offer (BAFO). The District reserves the right to award on the basis of initial Proposal submitted without negotiations or discussions if such action is deemed to be in the best interest of the District.

2. TECHNICAL PROPOSAL

The Evaluation Review Committee shall evaluate and rank all technical proposals from responsible proposers for the purpose of determining any competitive range and to make a selection of a proposal for potential award. Any exceptions, conditions, reservations or understandings explicitly, fully and separately stated by a Proposer which do not caused the

Committee to consider a Proposal outside of the competitive range, will be evaluated according to the respective evaluation criteria which they affect

The Evaluation Review Committee shall evaluate all technical Proposals to determine which meet the District's minimum requirements, without regard to price. The minimum requirements will be an initial cut off point for assessing minimum levels of financial capabilities. Compliance with each standard is required. The minimum requirements will be evaluated on a Pass/Fail basis. A single Fail score on any of the minimum requirements shall render the proposal as not acceptable and that proposal shall be eliminated from further evaluation by the Evaluation Review Committee. The evaluation may, at the District's discretion, be augmented by verbal or written requests for clarification, or additional information as necessary to determine whether the technical requirements can be met. The minimum requirements are as follows:

Each Proposer shall have at least 3 completed and operational installation in the last five years.

Each Proposer shall demonstrate the ability to secure the requisite Performance Bond.

The District will only consider those proposals that meet the minimum requirements for further evaluation based on the following criteria.

A. Technical Compliance (40%)

Proposals shall be evaluated for over-all system design and system reliability. In addition, the equipment, and where appropriate, equipment interface for the functional areas of each Proposal will be evaluated to determine compliance with the technical specifications of this RFP. In addition, Proposer's compliance with and responsiveness to the RFP instructions, specifications, requirements and scope of work as shown through response/approach submitted to address and ensure compliance with each section in the Scope of Work will be evaluated. The primary functional areas are as follows:

- Communications
- Mobile Data Terminals
- Automatic Vehicle Location
- Trapeze CAD/AVL Integration

B. Project Management (25%).

The experience of the prime contractor, the proposed project team including the project manager and the project engineer will be evaluated. The support personnel resources and onsite support of each Proposer will be evaluated. In addition, the Proposer's project plan; implementation plan, schedule; quality control and proposed warranty provisions will be evaluated.

C. Utilization of DBEs (10%)

Compliance with the District's DBE goals as set forth in the RFP will be evaluated.

3. COST PROPOSAL

A. Proposed Price (25%)

This aspect relates to the Contractor's overall budget, and the completeness and reasonableness of specific budget assumptions and projected level estimates. The Proposal asserting the lowest cost will receive 25 points. All other proposals will receive between 1 to 24 points based on the numerical relation of their cost to the amount asserted in the Proposal having the lowest cost amount. The formula is as follows:

Divide lowest proposed cost by cost of relevant proposal.

Multiply result from step a) times 25 points to determined points to be awarded.

**1) EXHIBIT A – FEDERAL CONTRACT
CLAUSES**

REQUIRED CONTRACT CLAUSES

Fly America Requirements - The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Energy Conservation - 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.

Clean Water - (1) 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.

(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.

Lobbying - Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(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 an 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 making lobbying contacts to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards 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 was 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

Federal Changes - 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 [Master Agreement](#) 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.

Clean Air - (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.

No Obligation by the Federal Government - (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.

Program Fraud and False or Fraudulent Statements or Related Acts - (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.

Termination for Convenience or Default - The District may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The District 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 Recipient, 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 Recipient may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

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 Recipient.

Suspension and Debarment - This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified

as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the **District**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the **District**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Civil Rights - 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:

(a) 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.

(b) 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.

(c) 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.

(3) 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.

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 District's Executive Director. 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 Executive Director. 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 Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the District, 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 therefor 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 District 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 State in which the District 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 (Recipient), (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.

Disadvantaged Business Enterprises - a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **9%**.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the **District** deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for

satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the **District**. In addition, the contractor may not hold retainage from its subcontractors.

e. The contractor must promptly notify the **District**, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the **District**.

Incorporation of Federal Transit Administration (FTA) Terms - 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 4220.1E](#) 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 District's requests which would cause the District to be in violation of the FTA terms and conditions.

**2) EXHIBIT B – REQUIRED
CERTIFICATIONS**

Certification of Eligibility

_____ hereby certifies that neither
(Name of Proposer)
it nor its "principals" is included on the U.S. Comptroller General's Debarred Bidders List.

Signature: _____

Firm: _____

The Proposer certifies to the best of its knowledge and belief that it and its principals

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any Federal department or agency.

Have not, within a three-year period preceding the date of this Proposal, been convicted of or had a civil judgment rendered against it 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 anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.

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 offenses enumerated in Paragraph B of this Certification.

Have not, within a three-year period preceding the date of this Proposal, had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the Proposer is unable to certify to any of the statements in this certification, such Proposer shall include an explanation in such regard with its Proposal.

(Check One)

_____ I DO CERTIFY

_____ I DO NOT CERTIFY

SIGNATURE: _____

TITLE: _____

DATE: ____ / ____ / ____

Certification of Non-Collusion

The Undersigned certifies, under penalties of perjury:

That this Proposal has been made by the Proposer independently, and has been submitted without collusion, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment , or services described in this procurement document, designed to limit independent bidding or competition;

That the contents of the proposal have not been communicated by the Proposer or it's employees or agents to any person not an employee or agent of the Proposer or it's surety or any bond furnished with the proposal, and will not be communicated to any such person prior to the official awarding of this procurement.

That I have fully informed myself regarding the accuracy of the statement made in the certificate.

SIGNATURE: _____

NAME: _____

FIRM: _____

TITLE: _____

DATE: ____ / ____ / ____

Certification of Restrictions of Lobbying

I, _____, of _____,
Name & Title Name of Firm

hereby certify that:

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 an 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.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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, "Disclosure Form to Report Lobbying," in accordance with its instruction as amended.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

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

5. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 US Code A3801, et seq., apply to this certification and disclosure, if any.

Executed this _____ day of _____, 20_____.

By: _____
Signature & Title of Authorized Official

Certification For Disadvantaged Business Enterprise

It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 C.F.R. Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 C.F.R. Part 26 apply to this agreement.

The supplier or Contractor agrees to ensure that disadvantaged business enterprises as defined in 49 C.F.R. Part 26 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 all recipients or contractors shall take necessary and reasonable steps in accordance with 49 C.F.R. Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, creed, color, national origin, age or sex in the award of federal assisted contracts.

The Contractor hereby agrees to subcontract a minimum of _____% of the contract to disadvantaged business enterprises.

SIGNATURE: _____

NAME: _____

FIRM: _____

TITLE: _____

DATE: ____ / ____ / ____

Please attach the names and addresses of any and all DBE eligible subcontractors who will perform work on this project, and the approximate dollar amounts to be paid to them. If there is no participation then this must be indicated in the form.

Eligible Contractors Certificate

I, _____, of _____,
Name & Title Name of Firm

hereby certify that it **IS / IS NOT** (circle one) included on the List of Parties Excluded from Federal Procurement and Non-Procurement Programs.

SIGNATURE: _____

NAME: _____

FIRM: _____

TITLE: _____

DATE: ____ / ____ / ____

**3) *EXHIBIT C – Procurement and Appeals
Process***

GHTD Procedures and Appeals Process

These appeal procedures cover pre-award, award, and post award phases of the procurement as described below.

The District reserves the right to postpone bid opening for its own convenience and to reject any or all bids and to waive any irregularities.

The District will establish a formal, complete record of the dispute resolution process. The Board of Directors of the District is the final decision maker for the District.

Any changes to specifications or scope of services will be made by written addendum.

1. Pre-Award

Proposers may make appointments with the Executive Director to discuss the scope of services. This, however, does not relieve proposers from written, documented requests for changes or clarifications as described below.

Requests for clarification of or changes in the Scope of Services, and protest of any part of the Scope of Services must be received by the District in writing not less than 18 full days before the date of Response Date. Any request for a change in the Scope of Services must be fully supported with pertinent information.

The District's replies to requests under the above paragraph will be postmarked at least 10 full days before the Response Date. The District in its reply will respond specifically to each material issue raised in the protest.

2. Award

Each proposer will be notified by first class mail of the decision of the District as to the selection of a security firm under this procurement. Included in that notification will be a proposed effective date of engagement which will be no less than 15 days following the date of notification of award.

Any proposer may protest the proposed award of contract in writing submitted to the Executive Director of the District no later than 5 days prior to the proposed effective date of engagement. Any such award protest must be fully supported with pertinent information as evidence that the accepted technical proposal does not meet the RFP requirements or Scope of Services, or that the District violated its procurement procedures. Upon advice of counsel and the FTA, the District is not obligated to transmit any proprietary or pricing information transmitted to the District in confidence under the provisions of this RFP. The Executive Director will attempt to resolve the issues raised by protesters prior to the effective date of engagement. If resolution is reached, the Executive Director will issue a decision in the matter and the procurement process will continue. If resolution is not reached, then the issue will be referred to the Board of Directors of the District for a determination and the award of engagement will be delayed until a decision is rendered by the Board. The Board's decision is the final District determination and will take effect not less than five working days therefrom to permit a protester to appeal the decision to the FTA. Should such appeal be taken, no award will be made until FTA has issued its ruling.

It is the policy of the District not to proceed with the award phase of any procurement if there is a pending protest.

3. Post-Award

Due to the extensive opportunity offered proposers to protest the pre-award and award phases of the procurement process, post-award protests will only be accepted concerning the alleged failure of a successful bidder or proposer to deliver the procured services pursuant to the Scope of Services.

The District will respond to any such concerns in writing to any such protester. If the District cannot resolve any legitimate issue with its successful proposer, then legal recourse would be pursued. Should the engagement be terminated as a result of such legal action, a re-bid of the procurement would take place.

4. Appeals to FTA

A protest may be filed at any time during the procurement process with FTA as set forth below. FTA, under the provisions of its Circular 4220.1B, will only review protests regarding the alleged failure of the District to have written protest procedures or alleged failure to follow such procedures. Any such appeal to FTA must be in writing and received by FTA not later than five government working days following a final decision rendered by the District or after the District has failed to render a final decision on the protest. Such protest shall be filed with FTA's Region I Office at 55 Broadway, Cambridge, MA 02142 with a copy to the District and must include: the name and address of the protestor; cite the District as the grantee, the number of the RFP; a statement of the grounds for protest and any supporting documentation; and include a copy of the local protest filed with the District and a copy of the District's decision, if any. In any protested bid, the District shall not award any contract until it verifies with FTA (after 5 days) that no bid protest has been received by FTA. The District will furnish FTA copies of all relevant documents pertaining to the bid.

Upon receipt of a notice that an appeal has been submitted to FTA, the District will immediately contact the appropriate FTA official to determine if the Response Date should be postponed. If the Response Date is postponed, the District will telegraph all proposers or firms who have been furnished a copy of the RFP that an appeal has been filed and that the Response Date is postponed until FTA has issued its decision. Appropriate addenda will be issued rescheduling the Response Date.

Any appeal to FTA may be withdrawn at any time before FTA has issued its decision.

FTA's decision on any appeal will be final. No further appeals will be considered by FTA

**4) EXHIBIT D – GENERAL INFORMATION
FORM**

General Information Form

Name of Organization: _____

Organization's Address: _____

Telephone Number: _____

Years in Business: _____

Years in business Providing Drug and Alcohol Testing Services: _____

Organization is (check one):

- Corporation Partnership Association
 Joint Venture Sole Proprietorship Public Agency
 Quasi-Public Agency Other: (Explain): _____

If the organization is a corporation indicate the following:

Date of Incorporation: _____

State of Incorporation: _____

President's Name: _____

Vice-President's Name: _____

Secretary's Name: _____

If the organization is an individual or a partnership indicate the following:

Date of Organization: _____

Name and address of all partners: _____

Name and Title of the Organization's Authorized Representatives:

Contact for Questions about Proposal: _____

Officer responsible for Contract Performance: _____

Acknowledgment of received Addenda No(s): _____

The undersigned, being cognizant of the pages, documents and attachments concerned herewith agrees to provide the District with the services described in the Request for Proposal dated March 11, 2009. The stated Proposal shall be firm for 90 days from the due date for this Proposal.

The Contractor hereby affirms that this Proposal is genuine, not a sham or collusive, and is not made in the interest of any person not therein named.

Authorized Signature: _____

Title: _____

Date: ____ / ____ / ____

**PROPOSAL SUBMISSION PAGE
FOR PARATRANSIT ITS**

SUBMITTED BY: _____

TO: Greater Hartford Transit District

The undersigned hereby declares that he/she has carefully read and examined the Advertisement and the Request and has decided to provide services and systems in conformance to the specifications and requirements of the IFB and any addendum thereto at the price stated in the attached proposal and or any final offers.

I additionally certify that we are fully licensed, insured and have the proper equipment, systems personnel to handle the project as documented in this procurement document.

My Company also agrees and understands that in the event that the **District** is required to purchase such services from another Vendor for any reason due to my company's failure to perform in accordance with the terms and conditions of this contract, my company will be charged the total cost of the other vendor(s) to perform the service, plus \$100.00 (per occurrence) to cover administrative fees and costs.

The Contractor hereby agrees to pay the afore stated amounts as fixed, agreed and liquidated damages, and not by way of penalty, to the **District** and further authorizes the **District** to deduct the amount of the damages from money due the Contractor under the Contract, computed as aforesaid. If the monies due the Contractor are insufficient or no monies are due the Contractor, the Contractor shall pay the **District** the difference or the entire amount, whichever may be the case, within 30 (thirty) calendar days after receipt of a written demand by the Director of Finance and Administrative Services.

Under no circumstances shall this provision be interpreted or extended to mean a relinquishment of rights for a claim for any other damages that the **District** may have against the Contractor for any other reason whatsoever.

Firm Name: _____

Address: _____

Authorized by: _____

Signature: _____

Title: _____

Date: _____

5) EXHIBIT E – PROPOSAL PRICING FORM

Cost Proposal Form

ITS Project Costs				5 Year Maintenance and Support Costs				
Greater Hartford Transit District Project Pricing Form								
	Qty	Unit Cost	Total Cost	Yearly % of Change	FY2010	FY2011	FY2012	FY2013
Facility Systems								
Hardware								
LAN/Radio Gateway	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
Miscellaneous Facility Hardware (Specify)								
a.)	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
b.)	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
c.)	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
Optional Facility Hardware (Specify)								
a.) Audio Recording System	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
b.)	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
c.)	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
Software & Licensing								
Trapeze PassMon (Vehicle-MDT Integration) Module	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
Communications Control System Software	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
Miscellaneous Facility Hardware (Specify)								
a.) MDC Software / Parameter Update Utility	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
b.)	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
c.)	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
Optional Facility Hardware (Specify)								
a.) Audio Recording Software	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
b.)	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
c.)	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
Implementation								
Project Management, Installation, Training and Documentation								
LAN/Radio Gateway	1	\$0.00	\$0.00					
Trapeze System Upgrades	1	\$0.00	\$0.00					
Communications Control System	1	\$0.00	\$0.00					
Audio Recording System (Optional)	1	\$0.00	\$0.00					
General Program Management, installation oversight, status reporting, and subcontract management	1	\$0.00	\$0.00					
Training of all software users across all products	1	\$0.00	\$0.00					
Creation of GHTD specific training manuals and system documentation	1	\$0.00	\$0.00					
Cost of Performance Bond	1	\$0.00	\$0.00					
Project Engineering and Systems Integration								
Trapeze Pass Integration	1	\$0.00	\$0.00					
Communications Control System Integration	1	\$0.00	\$0.00					
Data Radio Integration	1	\$0.00	\$0.00					
Engineering and development activities to integrate systems together.	1	\$0.00	\$0.00					
Services from Marcus for Data Radio Deployment and	1	\$0.00	\$0.00					
Total Facility Systems:			\$0.00					
Paratransit Vehicle Systems								
Hardware								
Mobile Data Computer	115	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
GPS Receiver and Ancillaries	115	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
Navigational Assistant Device	115	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
Emergency Alarm Switch (if needed)	115	\$0.00	\$0.00					
All cables, brackets, conduit, and installation equipment	115	\$0.00	\$0.00					
Miscellaneous Vehicle Hardware (Specify)								
a.)	115	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
b.)	115	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
c.)	115	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
Optional Vehicle Hardware (Specify)								
a.) 802.11 g/n WLAN Adapter	115	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
b.) MDC Magnetic Strip Card Reader	115	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
c.)	115	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
Software & Licensing								
MDC Software	115	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
Miscellaneous Vehicle Software (Specify)								
a.)	115	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
b.)	115	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
c.)	115	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
Total Operations Supervisor Vehicles:			\$0.00					
Cost Per Vehicle:			\$0.00					
Testing								
Proof of Performance (Site Acceptance Testing - SAT)	1	\$0.00	\$0.00					
Mini-Fleet (pilot)	1	\$0.00	\$0.00					
Operational Deployment	1	\$0.00	\$0.00					
Operability Period Test	1	\$0.00	\$0.00					
Services from Trapeze for Pass Integration Testing	1	\$0.00	\$0.00					
Total Testing:			\$0.00					
Training								
MTC Training Equipment (Bus in a box)	1	\$0.00	\$0.00					
MTC Operator Training Manuals	1	\$0.00	\$0.00					
Dispatch Training Manuals	1	\$0.00	\$0.00					
Systems Administration Training Manuals	1	\$0.00	\$0.00					
Vehicle Equipment Maintenance Support Training Manuals	1	\$0.00	\$0.00					
Total Training:			\$0.00					
Spare Parts								
Facility Hardware	Pct	Unit Cost	Total Cost					
Paratransit Vehicle Hardware	0%	\$0.00	\$0.00					
Spare Parts Total:			\$0.00					
					Total 2010	Total 2011	Total 2012	Total 2013
Contract Totals:			\$0.00		\$0.00	\$0.00	\$0.00	\$0.00

6) *EXHIBIT F - CONTRACT DOCUMENT*

Contract Document

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