



**SPOKANE TRANSIT AUTHORITY  
1230 WEST BOONE AVENUE  
SPOKANE, WASHINGTON 99201**

**REQUEST FOR PROPOSALS  
#14-STA-496  
CAD AND MOBILE DATA COMPUTER SYSTEM**

**ISSUE DATE: APRIL 24, 2014  
PROPOSAL DUE DATE: JUNE 9, 2014  
4:00 P.M. LOCAL TIME**

ADVERTISEMENT PAGE

**SPOKANE TRANSIT AUTHORITY**  
**REQUEST FOR PROPOSALS**  
**TO PROVIDE A**  
**CAD AND MOBILE DATA COMPUTER SYSTEM**

Eleven (11) sets (one (1) original and ten (10) copies) plus one (1) complete PDF electronic copy of sealed proposals will be accepted until 4:00 p.m., local time, June 9, 2014, by Spokane Transit Authority (STA), 1230 W. Boone Avenue, Spokane, Washington 99201, for the provision of a CAD and Mobile Data Computer System (MDC), in accordance with the specifications and conditions stated in the Request for Proposals (RFP) package.

RFP packages may be obtained from Ms. Jacqueline Tjards, Purchasing Manager, at the above address, or by calling (509) 325-6032, or electronically at [jtjards@spokanetransit.com](mailto:jtjards@spokanetransit.com). Proposals shall be submitted to Ms. Tjards at the above address and are to be marked: "*Proposal for a CAD and Mobile Data Computer System*".

The right is reserved to reject any and all proposals, to waive any informalities and irregularities in the proposal submission process, to negotiate with any proposers, and to accept proposals that are considered to be in the best interest of STA.

STA is an Equal Employment Opportunity organization (EEO) that does not discriminate against any prospective supplier on the basis of race, religion, color, sex, age, national origin, or presence of any sensory, mental, or physical disability in the consideration of contract award. The successful proposer will be required to comply with all EEO federal, state, and local laws and regulations.

A pre-proposal meeting and site tour will be held at Spokane Transit, 1230 W. Boone Avenue, Spokane, Washington 99201, on **Tuesday, May 13, 2014 at 2:00 p.m., local time**. It is recommended that all prospective Proposers attend the meeting and site tour. **For planning purposes, please RSVP to Ms. Tjards.**

**This facility is accessible for people who use wheelchairs. Other necessary accommodations or alternative formats regarding this information will be produced for people with disabilities. Please call (509) 325-6094 (TTY WA Relay 711) or email [smillbank@spokanetransit.com](mailto:smillbank@spokanetransit.com) at least 48 hours in advance to request an accommodation.**

**REQUEST FOR PROPOSAL: CAD AND MOBILE DATA COMPUTER SYSTEM**

**RFP# 14-STA-496**

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## **SECTION I:**

### **INSTRUCTION TO PROPOSERS**

#### **1. INTRODUCTION**

Spokane Transit Authority (STA), West 1230 Boone Avenue, Spokane, Washington, is seeking to establish a firm fixed-price contract with one (1) responsible contractor/supplier to provide a CAD and Mobile Data Computer System. Please read the entire package before submitting your proposal. Careful attention must be paid to all requested items contained in this "Competitive Sealed Proposal" hereinafter referred to as Request for Proposals (RFP). Proposers are invited to submit proposals in accordance with the requirements of this RFP.

This RFP does not commit STA to enter into an agreement, to pay any costs incurred in the preparation of a proposal to this RFP or in subsequent negotiations, or to procure or contract for the Scope of Work. STA expects to negotiate a contract with the Proposer it deems most advantageous to STA.

#### **2. PRE-PROPOSAL MEETING AND SITE TOUR**

A Pre-Proposal Meeting and Site Tour will be held on **Tuesday, May 13, 2014 beginning at 2:00 p.m., local time**, at the Spokane Transit Authority Administrative Offices, 1230 West Boone Avenue. Vendors will have the opportunity to inspect STA vehicles and facilities related to the work under this contract. **It is recommended that all prospective Proposers attend the meeting and site tour.** Travel expenses are the responsibility of those who attend. For logistical planning purposes, please RSVP by Thursday, May 8, 2014 to [jtjards@spokanetransit.com](mailto:jtjards@spokanetransit.com) to confirm the number of attendees at the pre-proposal meeting.

Clarification about the RFP intent and any questions about the RFP may be addressed at this meeting. Further questions may be submitted in advance to Ms. Tjards to the email address listed below in paragraph 26. Anyone in receipt of the RFP will be provided with any changes or clarifications to the RFP by written amendment in accordance with paragraph nine (9) of Section I: Instruction to Proposers.

#### **3. PROPOSAL CLOSING DATE**

Proposals are due at **4:00 PM local time, Monday, June 9, 2014**. All proposals shall be effective for ninety (90) days from the proposal closing date. Late submittals shall be returned unopened to the Respondent.

#### 4. PROPOSALS RECEIVED BY

Ms. Jacqueline Tjards, Purchasing Manager, 1230 West Boone Avenue, Spokane, Washington 99201. Sealed envelopes containing proposals shall be marked "*Proposal for CAD and Mobile Data Computer System.*" One (1) original proposal and ten (10) copies plus one (1) complete PDF electronic copy are required. This is a two-step procurement wherein Technical Proposals shall be submitted in separate envelopes/packages from the Pricing Proposal.

Except as otherwise provided for herein, proposals which are incomplete or which are conditioned in any way or contain erasures, alterations, or items not called for in the proposal or which are not in conformance with the law, may be rejected as non-responsive.

Materials submitted in response to this competitive procurement shall become the property of Spokane Transit. All received Proposals shall be deemed public record as defined in Ch. 42.56 RCW "Public Records Act."

Any information in the Proposal that the Proposer desires to claim as proprietary and exempt from disclosure under the provisions of state law shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. **Marking the entire Proposal exempt from disclosure will not be honored.**

STA will consider a Proposer's request for exemption from disclosure; however, the agency will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.

The cost of proposal preparation will be completely borne by the Proposer.

## 5. PROCUREMENT TIMELINE

Provided below is the proposed procurement timeline. Unexpected events may cause the timeline to change. Spokane Transit reserves the right to revise the procurement timeline.

Date	Event
April 24, 2014	Project advertised
May 13, 2014	Pre-proposal meeting and site tour
June 9, 2014	Proposals due at 4:00 PM local time
TBD	Demonstration and Interviews of top-ranked Respondents
August 2014	Contract executed
September 2014	Installation begins

## 6. PROPOSAL FORMAT AND CONTENTS

### 6.1. Proposal Format

Proposals shall be submitted in 8½" x 11" size, printed or typewritten, and no graphics shall be greater than 11" x 17" size. Proposals shall use English units of measure, and all text shall be in the English language. Proposals shall not include any unnecessarily generic or elaborate promotional material. Electronic documents shall be submitted on a Compact Disk (CD), Digital Versatile Disk (DVD), or flash memory device in PDF Document Format.

NO PRICE INFORMATION SHALL BE INCLUDED IN THE TECHNICAL ELEMENT OF THE PROPOSAL; PRICE INFORMATION SHALL ONLY BE CONTAINED IN THE SEPARATE, SEALED PRICE PROPOSAL.

### 6.2. Environmental Response Submission Compliance

In an effort to promote greater use of recycled and environmentally preferable products and minimize waste, all responses submitted should comply with the following guidelines:

All copies should be printed double sided.

All submittals and copies should be printed on recycled paper with a minimum post-consumer content of 30% materials other than trees, such as kenaf).

- Unless absolutely necessary, all responses and copies should minimize or eliminate use of non-recyclable or non re-usable materials such as plastic report covers, plastic dividers, vinyl sleeves and GBC binding. Three ringed binders, glued materials, paper clips and staples are acceptable.
- Proposers should submit materials in a format which allows for easy removal and recycling of paper materials.

- Proposers are encouraged to use other products which contain recycled content in their response documents. Such products may include, but are not limited to, folders, binders, paper clips, diskettes, envelopes, boxes, etc. Where appropriate, proposers should note which products in their responses are made with recycled materials.
- Unnecessary samples, attachments, or documents not specifically asked for should not be submitted.

To achieve a uniform review process and obtain the maximum degree to comparability, Proposers are required to organize proposals in the following manner: *Proposals that deviate from this organizational structure or are missing key information elements may be considered non-responsive.*

## 6.3. Part I: Technical Proposal

### PROPOSAL LETTER

The Proposal Letter should be addressed to Ms. Jacqueline Tjards and should serve as both an introduction of the Proposer and an overview of the proposal. The letter shall not exceed two (2) pages in length. No price information shall be included in the Proposal Letter or any other portion of the Technical Proposal (Part I). The Letter shall include the RFP number and subject, the proposing firm's name, local address, telephone number, facsimile number, email address, name of contact person, and date.

State whether the Proposer has any pending litigation, and state whether the firm has had any litigation in the last five (5) years and the outcome of such litigation.

The Proposal Letter must confirm that the proposal and all price information is valid for a period not less than ninety (90) days from the proposal due date, and be signed by a representative of the firm authorized to enter binding contracts on its behalf.

### TAB A. QUALIFICATIONS OF THE PROPOSER

1) *Team Composition and Information:* Provide the name and address of the lead and any participating firms; the date each firm was established; a brief description of each firm's historical background, including type of ownership; and the number of professional staff employed at the servicing office.

In any multi-firm team, clearly state the lead firm. Note that Spokane Transit requires that one firm within any multi-firm team assume final and complete responsibility for the overall delivery of systems and services under this contract.

2.) *Financial Information:* The Proposer shall provide financial statements and information demonstrating to STA that it has the necessary financial resources to perform the contract in a satisfactory manner. **Note that all Price Proposal and Performance Security information is to be included only in the separately sealed Price Proposal (Part II).**



## TAB B. QUALIFICATIONS AND REFERENCES

1.) *Past Experience:* Proposers shall describe their past experience of projects of similar size, scope, and complexity. Preference will be given to Proposers who can demonstrate similar past experience with public transit properties in North America for a fleet of at least one hundred (100) vehicles. Only proposers with at least one (1) successful installation (i.e., fully accepted and operational under normal operating experience for at least twelve [12] months) for a comparable public transit property will be considered for this project.

2.) *Past and Current Projects:* Provide a list of ALL of the Proposer's North American public transit CAD/AVL systems projects, completed, cancelled or ongoing, involving at least fifty (50) vehicles in the past five (5) years. Please include a contact person's name, telephone number and **email address**. STA reserves the right to contact any public transit provider with whom the proposed has previously contracted, including projects that have been cancelled or suspended for any reason.

3.) *References:* Provide references in accordance with Section 3.1.4 of the Technical Requirements Section.

4.) *Transit Systems Integration Experience:* Proposers shall take care to indicate previous experience in projects that have involved provisioning and/or integration of MDC equipment with Trapeze software applications, Vehicle Logic Units (VLU); networks; radio systems; and other central systems. Integration examples include direct system interfaces, sharing of metadata, integration of vehicle location data, or sharing of onboard devices with a third-party system. Proposers shall provide specific examples including third-party Proposer system(s) integrated for each example.

## TAB C. PROJECT MANAGEMENT AND STAFFING PLAN

1.) *Management Plan:* Discuss the Proposer's project management approach to ensure adequate technical and administrative oversight over the work and to manage project schedule and budget. Describe the proposed procedures for technical and administrative communications between the Proposer and STA. Discuss proposed quality control/quality assurance measures procedures and any certifications pertaining thereto. Discuss tools and procedures for engineering management of system design and requirements finalization, revisions and change management, software configuration, etc.

2.) *Team Organization:* Describe the Proposer's staffing and organizational plan, including relationships, roles and distribution of responsibilities among Contractors, Sub-Contractors, and Suppliers.

3.) *Organizational Chart:* Provide an Organizational Chart and identify the Contractor Project Manager and other Key Personnel who will be assigned to the work under this contract, including task leads for critical elements of system design, development, installation, testing, training, and maintenance. Indicate the primary work location(s) for Key Personnel.

4.) *Qualifications of Staff:* Describe the direct qualifications, experience and training of each key individual or group of individuals. This discussion should explicitly cross-reference the involvement and specific roles of the proposed Contractor Project Manager in completed and ongoing projects described in the Qualifications and Reference section of the Proposal (Tab B).

5.) *Availability of Project Staff:* Indicate the percentage time commitment of the Contractor Project Manager and other key staff to both the STA project and other project commitments. Discuss how

responsibilities of the Contractor Project Manager and other key staff will be managed and balanced over the course of the project.

6.) *Location of the Work:* Proposers shall identify the location(s) of engineering design, software development, and testing during all phases of the Work. Describe expectations for facilities, personnel, access, assistance, etc. provided by STA.

7.) *Project Schedule:* Proposers shall provide a preliminary project schedule in a format such as a GANTT chart, illustrating major activities and milestones from project notice to proceed through final system acceptance.

8.) *Training and Documentation:* Describe the Proposer's approach to providing system documentation and training for technical personnel, maintenance staff, system administrators and end users.

#### TAB D. SYSTEM DESCRIPTION AND TECHNICAL APPROACH

1.) *Project Understanding:* Describe Proposer's understanding of the Scope of Services and the appropriateness of the proposed methodology to provide the required systems and services. Present a logical plan for providing the services described herein.

2.) *System Overview and Architecture:* Describe the overall technical solution being proposed, including a high level system architecture, primary subsystems, components, and communications systems. Describe any features unique to the Proposer's solution, as well as features that contribute to its scalability, robustness, ability to integrate with third-party systems, ease of maintenance, and overall cost-effectiveness.

3.) *Onboard Systems:* Provide an onboard system architecture and description of onboard components and interfaces with existing and future onboard systems, including serial inputs to record vehicle systems metadata (brakes, lights, etc.) for optional fleet monitoring reports.

4.) *Software:* Describe required software applications and functionality for monitoring, configuring, and managing the CAD and MDC system, as well as functionality and features available to end users for managing data and confirm that all such software be it Proposer or third-party create, will be supplied and licensed to STA as required to fulfill the obligations of this Contract. Describe other software applications or licenses (e.g. operating systems) that STA is expected to provide in support of the system. Describe security features of the software and data to prevent unauthorized access, manipulation, or deleting of data to preserve its integrity for operational purposes.

6.) *Communications Network:* Describe the technical approach for designing and implementing. Describe how these systems will be integrated with the existing STA communications infrastructure to provide backhaul to central systems, and how migration to newer technologies in the future can be accomplished.

Proposer shall provide their recommendation for the size of a cellular plan to support their proposed solution to meet STA's technical requirements.

7.) *STA Central System Interfaces and Integration:* Describe the necessary interfaces with existing STA enterprise IT network, software, and communications systems. Describe the Proposer's approach for coordinating the work with STA Information Systems Department staff during design, implementation, and testing of these interfaces.

8.) *Installation Plan:* STA intends to install the MDC units with our own staff, however we are asking for optional pricing should it be determined that it is more advantageous for vendor installation. Therefore, please provide two separate installation plans and schedules. For each of the installation plans, proposals shall be submitted with the assumption that installation and/or testing activities will be required outside of normal business hours. Work by the Proposer shall not disrupt normal STA operations or operation of scheduled revenue service. STA's anticipated completion of on-site onboard installation work is within twelve (12) weeks after acceptance of the Pilot test system.

9.) *Testing Plan:* Proposer shall describe its approach for meeting the testing requirements outlined in Section III Technical Requirements contained herein. Work by the Proposer shall not disrupt normal STA operations or operation of scheduled revenue service.

10.) *Priced Option Features:* Proposer shall describe proposed solutions in response to Priced Options described in the Scope of Work. Proposer shall provide a technical overview of the proposed solution and a discussion of how the proposed solution addresses STA's operational objectives.

#### TAB E. COMPLIANCE WITH TECHNICAL REQUIREMENTS

Proposers shall provide a statement of compliance with all technical requirements of Section III.

Proposers shall provide a statement as to the expected life of their proposed product.

#### TAB F. WARRANTY AND SERVICE AGREEMENT

Proposers shall provide a copy of their warranty program and provide a description of their approach to meeting the System Warranty requirements described in the Technical Requirements, Section III. This description shall include at a minimum the following:

1.) *Coverage:* Confirm that a complete system warranty, valid through the warranty period shall be provided and identify any items that the Proposer classifies as exempt from warranty.

2.) *Terms:* Describe Warranty terms for major system components

3.) *Preventative Maintenance:* Describe the preventative maintenance requirements for Spokane Transit personnel.

4.) *Remedial Maintenance:* Describe remedial maintenance response time for Warranty and Service Agreement issues.

5.) *Service Agreement Procedures:* Describe procedures for swap-out, repair, and replacement of components, including repair response time.

6.) *Availability:* Describe availability and location of trained technicians and parts, as well as availability of remote technical support and estimated repair times.

7.) *Spare Parts:* Anticipated on-site spare reserves during the term of the Service Agreement. Proposers shall provide a statement that replacement parts shall be available for the life of their product.

8.) *Upgrades*: Describe treatment of hardware, firmware, and software enhancements and upgrades.

9.) *Engineering Services*: Other engineering maintenance support services requested by STA.

10.) *End of Service Support*: The successful vendor must provide a written notification at least twenty-four (24) months prior to the end of support for the proposed product.

#### TAB G. EXCEPTIONS OR DEVIATIONS

Requests for approved changes to the technical requirements or contract language shall be submitted as described in Paragraphs 9 and 14 respectively of Section I – Instructions to Proposers. Any further commercial or technical exceptions or deviations from the requirements set forth in the RFP shall be clearly identified in Tab G. Technical exceptions or deviations shall be segregated from exceptions or deviations to the contractual terms and conditions. Where the Proposer wishes to propose alternative technical approaches, these alternatives shall be thoroughly explained. **Deviations will be evaluated as part of the technical proposal submission and STA reserves the right to deny any deviation. Submission of deviations is not in lieu of the approved equal process. Requests should follow the approved equal process rather than relying on an exception.**

#### TAB H. SUPPORT MATERIALS

Proposers may include supporting technical information in this section, including drawings, product data sheets, or other technical information that will assist Spokane Transit in evaluating the responsiveness of the proposed solution to the agency's requirements. Do not include extra materials not relevant to this project.

## **6.4. Part II: Price Proposal and Performance Security**

### PRICE PROPOSAL

1.) *Price Proposal*: All PRICE PROPOSAL information shall be contained within a *separately sealed envelope* clearly labeled as "PRICE PROPOSAL" with the Proposer's name, RFP number and RFP title on the outside. The Price Proposal shall be presented using the PRICE PROPOSAL FORM included as Attachment A.

2.) Each page of the Price Proposal Form shall be fully completed and signed by an Authorized Representative of the Proposer authorized to contractually bind the Proposer. Proposal responses that are missing appropriate signatures may be considered nonresponsive.

3.) Quantities stipulated in the price proposal are estimated. It is the responsibility of the Proposer to deliver complete system functionality. If the Price Proposal reflects a greater or lesser quantity of a particular Line Item, or omits certain Line Items deemed necessary to implement the Proposer's solution, these items shall be inserted as Supplemental Items in accordance with these instructions.

4.) Proposers are required to provide a price for each Line Item. Proposers shall calculate and insert the total price on the Proposal Form where indicated. Failure to do so may render the proposal non-responsive and cause it to be rejected.

5.) Proposers shall complete the Price Form inserting quantities, unit costs, extended costs and totals. Proposers are allowed to supplement the price proposal with additional line items included in the costs and totals using the blank spaces provided on the sheet.

6.) Proposers may include in its proposal, additional price breakdown information in support of the prices listed, however the provision of such information shall not relieve the Proposer of, or limit its obligations to deliver a complete system as described in this RFP. In the case of any discrepancies, information on the Price Proposal Form shall be deemed correct.

7.) Unless otherwise identified on the price sheet as a separate line item, prices shall include all management, administration, design, development, documentation, Proposer and third-party licenses, installation and testing costs, and shall include all associated wiring, brackets, connectors, hardware, mounts, and prototypes required to meet the obligations of this RFP.

8.) If the Proposer believes that an item of work is not covered by the items as listed on this form, the Proposer shall include the cost as a new item and include an explanatory note to this effect.

9.) *Performance and Payment Bond:* Bonds are not required for this project.

10) *Liquidated Damages:* The Contractor agrees to pay liquidated damages at the rate specified in the contract document, Exhibit A, paragraph 1.15.

11.) *Rates for Additional Engineering, Training, and Technical Support:* Proposer shall provide a schedule of fully-burdened hourly rates (excluding travel or other direct expenses), by labor category, for additional engineering, training, and/or technical support services that may be requested by Spokane Transit as an additional task order in association with this procurement.

TAXES: Business, occupational and personal property taxes are the responsibility of the seller and should be included in the Proposer's overall price proposal.

Spokane Transit Authority is required to pay Washington State Sales Tax on all purchases. Sales Tax shall be indicated as a separate line item on all invoices. Washington is a destination-based sales tax state. Therefore, it is not necessary to include sales tax on the Price Proposal Form. The successful Contractor shall be required to register with the Washington State Department of Revenue prior to commencement of work. If you have any questions concerning the appropriate rate, contact the Washington State Department of Revenue (509) 482-3800.

SALES TAX ON CASH DISCOUNTS: In accordance with the Washington State Department of Revenue, sales tax is calculated on the discounted amount paid.

## 7. PROPOSAL EVALUATION

An evaluation committee, comprised of STA staff and a Paratransit Users Group member will privately evaluate all responsive proposals based upon the following factors and their respective weighted importance.

The criteria provided below allow STA to analyze proposals on an equal basis, and affords all Proposers the opportunity to know the basis upon which their proposals will be evaluated. Award will be made to the Proposer whose final offer is the most advantageous to STA, cost and other factors considered, after evaluation in accordance with the criteria set forth below. In any event, STA reserves the right to accept other than the lowest cost proposal, reject any and all proposals, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interest of STA.

### STEP ONE

The evaluation procedure will use a two (2) step process. The first step will identify Proposers technically qualified to perform the work in accordance with the criteria set forth below. Price proposals will be opened only from the Proposers that are deemed technically qualified to perform the work. The second step will include a review of the pricing from those technically qualified Proposers.

### EVALUATION CRITERIA FOR STEP ONE EVALUATION:

<b>EVALUATION CRITERIA</b>	<b>WEIGHTING</b>
Quality of the Technical Solution	30 Points
Responsiveness to Spokane Transit Functional Requirements	25 Points
Proposer Qualifications, Reputation, and Financial Stability	20 Points
Project Management Approach	10 Points
Installation, Testing, and Training Approach	10 Points
Warranty and Service Agreement	5 Points
<b>TOTAL POSSIBLE</b>	<b>100 Points</b>

**STEP TWO**

STA will review proposals marked “Step Two” only from those Proposers that were determined to be technically qualified after the Step One evaluation. The following criteria and associated points will be used to determine the successful Contractor or develop a shortlist of Proposers.

**EVALUATION CRITERIA FOR STEP TWO EVALUATION:**

<b>EVALUATION CRITERIA</b>	<b>WEIGHTING</b>
Quality of the Technical Solution	20 Points
Responsiveness to Spokane Transit Functional Requirements	20 Points
Price Proposal/Cost	20 Points
Proposer Qualifications, Reputation, and Financial Stability	15 Points
Project Management Approach	10 Points
Installation, Testing, and Training Approach	10 Points
Warranty and Service Agreement	5 Points
<b>TOTAL POSSIBLE</b>	<b>100 Points</b>

The following items will be taken into consideration by Spokane Transit in each Evaluation Area:

PROPOSER QUALIFICATIONS, REPUTATION, AND FINANCIAL STABILITY

- Overall experience, qualifications, and capabilities of the Proposer
- Reputation for providing high-quality products and support services
- References from previous and existing Paratransit operations
- Experience interfacing with Trapeze Pass product
- Financial stability and condition of the Proposer

PROJECT MANAGEMENT APPROACH

- Strength of the Proposer’s management practices and control of quality, cost, schedule for all phases of design, engineering, installation, testing, training, communication, and service
- Plan for technical and management coordination with Spokane Transit
- Proposed project schedule and timeline
- Training and documentation approach
- Qualifications and availability of the Vendor Project Manager and other Key Personnel

- References on Vendor Project Manager from previous and existing customers

#### QUALITY OF THE TECHNICAL SOLUTION

- Proposer's overall understanding of Spokane Transit's needs and objectives
- Suitability of the proposed technological solution to Spokane Transit requirements
- Quality and performance of proposed hardware and components
- Software features that are user-friendly and functionally sound
- Features unique to the Proposer's solution
- Reliability and maintainability as evidence by use of a proven design
- Proven ability to integrate with future technology enhancements
- Suitability of alternative approaches proposed

#### RESPONSIVENESS TO SPOKANE TRANSIT FUNCTIONAL REQUIREMENTS

- Degree of compliance with the Technical Requirements
- Impact of non-compliant features on overall system functionality and value
- Impact of features that exceed requirements on overall system functionality and value
- Ability to complete project within timeline of 2014

#### INSTALLATION, TESTING, AND TRAINING APPROACH

- Demonstration of a well-considered in Installation approach
- Potential impact on Spokane Transit operations and ability to phase in new MDT solution
- Proposed in Installation timeline
- Spokane Transit resource requirements to support in Installation
- Testing plans and procedures
- Quality and completeness of the proposed Training program

#### WARRANTY AND SERVICE AGREEMENT

- Items covered and not covered by the Proposer's Warranty and Service Agreement
- Preventative maintenance plan
- Remedial maintenance response time and service
- Availability of trained technicians and parts
- Enhancements and upgrades
- Engineering maintenance and support services



- Stated responsiveness
- Average life expectancy

#### PRICE PROPOSAL/COST

- The total cost of the project for required functionality
- Project manage costs
- The total cost of the project with optional functionalities and extra features

STA may award the contract following the completion of Steps One and Two, but reserves the right to perform additional evaluation activities including, but not limited to: on-site interviews, demonstrations and evaluation of performance (site visits) at previous customer installations and the Best and Final Offers of those Proposers deemed to be within competitive range/shortlisted.

ORAL PRESENTATION AND DEMONSTRATION: Proposers may be asked to make an oral presentation and demonstration of their product(s) during the proposal evaluation process. Spokane Transit will provide a list of topics and features that will be required at oral presentation and demonstration. Such presentations and/or demonstrations will be conducted at the STA facility at 1230 West Boone Avenue in Spokane, WA. Proposers are responsible for all travel expenses incurred. STA reserves the right to award a contract without Proposer presentations.

BEST AND FINAL OFFER (BAFO): After determination of Proposers within competitive range, Spokane Transit shall determine whether acceptance of the most favorable initial proposal(s) without discussion is appropriate, or whether discussions/negotiations should be conducted with one or more those Proposers.

If the STA elects to enter into discussions with one or more Proposers, the Proposer(s) may be requested to submit a BAFO at the conclusion of discussions and negotiations. Any changes to the Proposer's initial technical or price proposals, including any issues addressed in discussions, must be submitted in writing during BAFO in order to be considered. Following a final evaluation utilizing the Step Two evaluation criteria, the evaluation committee will make a recommendation for award. Scores from the first two phases of the evaluation have no bearing on the final, BAFO evaluation, and the recommendation for award will be based solely on the scores from the BAFO evaluation.

Spokane Transit reserves the right to make minor related changes to the RFP during BAFO negotiations. All shortlisted Proposers shall be notified of any changes in order to prepare their BAFO.

SINGLE PROPOSAL RESPONSE: In the event a single responsive proposal is received, a cost analysis will be performed to determine reasonableness of quote. Proposer shall cooperate in providing cost information

## **8. EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

STA is an EEO organization, which does not discriminate on the basis of race, religion, color, sex, age, marital status, national origin, or the presence of any sensory, mental, or physical disability in consideration of a contract award. The successful Proposer will be required to comply with all EEO federal, state, and local laws and regulations.

## **9. REQUEST FOR APPROVED EQUALS**

Where a brand name is referenced, it shall be understood that an approved equal is acceptable in accordance with this section. The brand is used to convey the quality and features of the model provided. Requests for an approved equal, clarifications, exceptions or changes shall be submitted on the form provided as Attachment B. Requests may be mailed, sent via facsimile, or electronically to the addresses listed in Paragraph 26.

No substitution shall be considered unless written request in the manner and form prescribed above is received by the Purchasing Manager not less than ten (10) calendar days prior to the proposal due date. Approved substitutions will be set forth in a written Addendum and Proposers shall not rely upon approvals made in any other manner. No substitutions shall be considered after the proposals are received without prior written approval by STA.

## **10. CHANGES TO SCOPE OF WORK**

Any changes to this RFP or scope of work will be made by written addendum and all prospective Proposers receiving the initial RFP package will be notified by mail, email or facsimile of these changes. Respondents shall complete and return the Acknowledgement of Amendments form (Attachment C) with their proposal.

## **11. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION**

STA is committed to ensuring that all firms regardless of race, color, sex or national origin have equal opportunity to participate in STA contracts. Therefore, STA has established an annual agency goal for DBE participation in its federally funded contracting opportunities. It shall be understood that this project does not include any federal funding and a specific goal has not been assigned to this contract. However, DBE contractors and subcontractors are encouraged to provide a proposal in response to this RFP.

### DBE PROPOSERS LIST:

STA is required to create and maintain a proposers list of all firms bidding on prime contracts and bidding or quoting on subcontracts on Department of Transportation-assisted contracts. To assist STA in compliance with this provision of the regulation, please complete and return (Attachment D) to the address listed on the form or with your proposal. Completion of this form has no bearing on the award of contract.

## 12. CHANGES/ALTERATIONS TO PROPOSAL

Proposers may change or withdraw their proposal at any time prior to proposal due date; however, no oral modifications will be allowed. Only letters or other formal written requests for modifications or corrections of a previously submitted proposal that is addressed in the same manner as the proposal, and received by STA prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened will then be corrected in accordance with such written request(s), provided that the written request is plainly marked "Modifications of Proposal."

## 13. PROTEST PROCEDURES

STA maintains a set of Proposer protest procedures. If any Proposer desires this information, it may be obtained by calling the Purchasing Manager at (509) 325-6032.

## 14. CONTRACT

See the attached sample contract (Exhibit A) to be executed with the successful Proposer. It is unnecessary for Proposers to sign and return the contract with the proposal, **but Proposers should note applicable provisions relating to this Request for Proposals contained therein and submit any proposed language changes no later than ten (10) calendar days prior to proposal date due.**

STA reserves the right to increase or decrease the amount of services or equipment quantities at the specified prices as needed throughout the five-year term of the contract.

Upon approval of contract award by STA's Chief Executive Officer, STA will notify the successful Respondent.

Upon date of receipt of written "Notice of Award," the Contractor shall have ten (10) calendar days to execute the Agreement. If the Contractor fails to execute said agreement, furnish bonds, proof of insurance and provide the other required certifications within this time, Spokane Transit will be entitled to consider all rights arising out of the STA's acceptance of the proposal. The STA will be entitled to such rights and additional remedies as exist at law.

## 15. INSURANCE

Requirements as stated in the STA Master Contract (Exhibit A) shall be met. Proposers shall acknowledge understanding and agreement to these requirements by a written statement in their proposal. The successful contractor shall provide proof of insurance evidenced by a certificate of insurance prior to final contract execution by STA's Chief Executive Officer.

## **16. PROPOSER CERTIFICATION**

By submittal of a response pursuant to this request, the Proposer certifies that they have not paid or agreed to pay any fee or commission, or any other thing of value contingent on the award of this contract, to any employee, official, or current consultant of STA. The Proposer certifies that the financial information in this response has been arrived at independently and without consultation, communication or agreement for the purpose of restricting competition as to any matter relating to such costs with any other response or Proposer.

## **17. NO PROPOSAL FORM**

Prospective Proposers choosing not to submit a proposal are requested to complete and return the enclosed "No Proposal Form" (Attachment E).

## **18. PAYMENTS**

The payment terms of the contract shall be net thirty (30) days. Invoices shall be sent to: Spokane Transit Authority, Attn: Janet Stowe, Paratransit Supervisor, 1230 West Boone Avenue, Spokane WA, 99201. Application for payment shall be made upon completion and acceptance of each milestone.

All invoices shall be accompanied by packing slips or other documentation signed by an authorized STA employee confirming delivery of any supplied materials, quantities and serial numbers.

Each Application for Payment shall be consistent with previous applications and payments as certified and paid for by the Owner.

Payment Application Times - Progress payments will be made only for actual work performed or materials delivered.

### PROGRESS PAYMENTS

STA has established the following milestones for progress payments. Proposers may include suggested changes to these milestones in their proposal for STA's consideration. STA reserves the right to negotiate the final progress payment terms. The value paid for each milestone will be based on the percentage of completion for the milestone. The total value of each milestone equals the percentage shown multiplied by the total contract value, excluding optional items.

The Contractor's invoices shall account the work events described in the progress payment schedule below. Progress payment invoices shall not exceed the following stated percentages of the Contract price at the time of the following stated work events:

<b>Mile- Stone</b>	<b>Description</b>	<b>Percentage of Contract Value</b>
A	Complete Preliminary Design Review	5%
B	Completion of Final Design Review	10%
C	Complete Proof of Performance (PoP) Test	5%
D	Installation and acceptance of Pilot vehicles	5%
E	Complete delivery of hardware and equipment	25%
F	Complete installation and acceptance	20%
F	Complete Documentation and Training	5%
G	Completion of OPT - Final Acceptance	20%
H	Project Closeout, As-Built Documents Delivered	5%

Applications for Payment shall be supported by evidence which is required by this Section and such other documentation as STA may require.

Within thirty (30) days after receipt of an invoice by STA, STA shall pay the amount STA determines is properly due, less applicable retainage, and inform the Contractor in writing of the reason for withholding any amounts not paid.

STA may withhold all or part of a payment to the extent deemed necessary by STA to protect STA from loss because of but not limited to:

- Defective work not remedied;
- Third party claims filed, or evidence reasonably indicating that a third party claim will be filed;
- Failure of the Contractor to make payments properly to subcontractors or suppliers, or for labor, materials, or equipment;
- Reasonable evidence that the work cannot be completed for unpaid balance of the Contract sum;
- Damage to STA;
- Reasonable evidence that the work or any portion of work will not be completed in accordance with the approved progress schedule;
- The Contractor's failure to carry out the work in accordance with the Contract; or
- The Contractor's failure to comply with any provision or requirement of the Contract.

Notwithstanding the payment provisions of this Contract, STA may make partial payment against any milestone when STA deems such payment to be appropriate and in the best interest of STA.

No approval for payment, nor any payment by STA, shall constitute an acceptance of any System element or other Contract deliverables that are not in accordance with the Contract.

**FINAL PAYMENT APPLICATION:** Administrative actions and submittals that must precede or coincide with submittal of the final payment Application for Payment include the following:

- Successful completion of all testing requirements and resolution of outstanding punchlist items
- Delivery of all devices, software, spares, training, and other deliverables required under this contract
- Completion of project closeout requirements
- Assurance that unsettled claims will be settled
- Assurance that work not complete and accepted will be completed without undue delay
- Transmittal of required project construction records to Owner
- Proof that taxes, fees, and similar obligations have been paid
- Removal of surplus materials, rubbish and similar elements

## 19. COMPLETE SYSTEM

It is the intention of the specifications contained herein to have furnished all equipment necessary to complete the installation of the specified system. Any items omitted from such specifications that are clearly necessary to STA's operation shall be considered a part of such specifications, although not directly specified or called for in these specifications. Proposers shall promptly bring any discrepancies, errors, omissions, inconsistencies, or ambiguities to the attention of the Owner after examining RFP Documents and Project Site in order for STA to consider the issuance of an amendment to the specifications.

The system consists of and the Contractor will furnish, deliver and install items selected for this procurement that may include but not be limited to devices, cabling, software, and other equipment. These items shall be provided to STA with all appropriate licenses, software and firmware as required. **Failure on the part of STA to specify precisely each and every item necessary to achieve a fully operational system does not relieve any Contractor of total system responsibility.**

## 20. PREVAILING WAGE AND PERMITS

The Scope of Work for this project is not considered public works and any electrical work required will be performed by STA staff. Therefore, the payment of prevailing wages is not required.

## 21. LICENSING OF CONTRACTORS

STA intends to install the MDC units on the vehicles, however we are asking for a price for vendor installation as an option. Therefore, Proposers and/or sub-contractors potentially performing the work shall hold a Washington State Contractors Registration valid for the portions of the work which they are proposing to perform and any other license required by the local jurisdiction where the work is performed.

## **22. BONDS**

Bonds are not required on this project.

## **23. EXAMINATION OF DOCUMENTS AND CONDITIONS**

Each Respondent by submitting a proposal represents the following:

- The Respondent has examined, read, and understands the RFP Document and his/her proposal is made in accordance therewith.
- The Respondent has visited the site and examined existing conditions that will affect or be affected by work of this Contract and therefore assumes responsibility for estimating properly the difficulties or cost of successfully performing the Work.
- The proposal is based upon the materials, systems, and equipment described by the RFP Document and on local conditions affecting the work as determined by the Respondent's own examinations and includes a sum sufficient to cover the total cost of the Work.

## **24. OTHER PUBLIC AGENCY ORDERS**

Other federal, state, County or local entities may utilize the terms and conditions established by this Contract.

The Washington State Interlocal Cooperation Act RCW 39.34 provides that other governmental agencies may purchase goods and services based on this Contract in accordance with the terms and prices indicated herein if all parties are agreeable. Each public agency shall formulate a separate contract with the Contractor, incorporating the terms and conditions of this Contract with Spokane Transit Authority(STA). STA shall incur no liability in connection with such contracts or purchases by other public agencies thereunder. It will be the Contractor's responsibility to inform such public agencies of this Contract. Contractor shall invoice such public agencies as separate entities.

## **25. RESERVATIONS**

STA reserves the right to reject any or all proposals or a portion of a proposal, to waive any informalities or irregularities in the proposal submission process, to supplement, amend, or otherwise modify the RFP and cancel this request with or without the substitution of another RFP, to extend the date for submission of responses, to request additional information and data from any or all Proposers, to reissue the RFP, to negotiate further with those Proposers within competitive range or on the shortlist, to increase or decrease the scope of work, negotiate changes in the scope of services and fees prior to contract award and to award a contract based not necessarily upon lowest proposed prices, but in the best overall interests of STA. Please note that this RFP does not constitute an offer, but rather a request from qualified contractors.

## **26. PROPOSER QUESTIONS, INQUIRIES, AND CONTACT WITH STA STAFF**

STA is committed to providing all prospective Proposers with accurate and consistent information in order to ensure that no Proposer obtains an undue competitive advantage. To this end, from the date of this RFP through award of contract, all questions and inquiries shall be addressed to:

Ms. Laurie Hitchcock,  
Spokane Transit Authority  
1230 W. Boone Avenue  
Spokane, WA 99201  
Phone: (509) 226-1979  
Fax: (509) 325-6033  
E-mail: [lhitchcock@spokanetransit.com](mailto:lhitchcock@spokanetransit.com)

STA reserves the right to disqualify any Proposer who contacts an STA official, employee, Committee or Board member concerning this proposal other than in accordance with this section.



## DEFINITIONS

**Request for Proposal Documents** include the Advertisement to Propose, Instructions to Proposers, Proposal Form and Attachments, all other Contract Documents proposed for the work as defined by the General Conditions of the Contract, and any Addenda issued prior to the designated time for opening of Bids.

**Addenda** are written or graphic instruments, approved and issued by the Owner prior to the time designated for Receipt of Proposals, which amend, modify or interpret the Proposal Documents by additions, deletions, clarifications, or corrections.

**A Proposal** is the submission of a complete and properly signed authorized solicitation form (Proposal Form) together with Bid Bond (if required) and the certifications and representations required to comply with the Advertisement for proposals.

**Base Price Proposal** is the sum stated in the Proposal for which the Proposer offers to perform the work described as the Base, to which work may be added or deducted from sums stated in Alternate Proposals (if any).

**An Alternate Proposal (or Alternate or Option)** is the amount stated in the Proposal to be added or deducted from the amount of the Price Proposal if the corresponding change in project scope or materials or methods of construction described in the Proposal Documents is accepted.

**A Proposer** is one who submits a Proposal for a prime contract with the Owner for the Work described in the Construction Documents.

**A Sub-proposer** is one who submits a proposal to a Proposer for materials and/or labor for a portion of the Work.

**Owner** means the Spokane Transit Authority, Spokane Transit, (STA).

**A Unit Price** is an amount stated in the Price Proposal as a price per unit of measurement or materials or services as described in the Proposal Documents.

**A Non-responsive Proposal** is any Proposal which fails to conform in all respects to the material requirements of the Proposal Documents or imposes conditions which would modify requirements of the Proposal Documents or would limit a proposer's liability to the Spokane Transit to give the proposer an advantage over other Proposers as determined by the Spokane Transit.

**Project site** means the Spokane Transit's facilities located at multiple sites in the Spokane, WA area.

**Day** means calendar day unless otherwise noted.

**Business Day** means Monday through Friday, except Public Holidays, from 8:00AM to 5:00PM Local Time.

***End of Section I: Instructions to Proposers***

## **SECTION II: AGENCY and PROJECT BACKGROUND and SCOPE OF WORK**

### **2.0 INTRODUCTION AND PROJECT OVERVIEW**

#### **2.1 INTRODUCTION**

Spokane Transit Authority (Spokane Transit) is seeking qualifications and proposals to replace equipment and upgrade its current wireless Mobile Data Computer System for the Paratransit fleet and establish pricing for additional units for a five-year period. The vendor must propose the MDC equipment, and its software installation, and engineering support necessary to meet a minimum seven (7) year life cycle. **Spokane Transit intends to install MDC equipment in its fleet, however is requesting the vendor provide an alternate proposal for the vendor to supply installation.**

Spokane Transit has had a Mobile Data Computer (MDC) Communication System operational on 110 vehicles since 1998, with two generations of the Mentor Engineer product. Spokane Transit also has two operational bench units and two training units. The current system that is being replaced is the Mentor Ranger 2 and the supervisory module which has been operational for eight years.

The new solution must be a touch screen display that is wireless and interfaces with the Trapeze Pass Version 13 Routing and Scheduling software and Trapeze MDC interface server module operating in a Microsoft 7 server network.

#### **2.2 AGENCY OBJECTIVES**

The goal of the Mobile Data Computer Communication System, which includes a Global Positioning System (GPS) and existing Automatic Vehicle Location (AVL) feature, is to improve the quality of service delivery and efficiency in the following ways:

- A. Eliminate paperwork assignments (manifests)
- B. Significantly reduce operator radio communications with Dispatch by allowing text/data communications
- C. Improve vehicle utilization and on time performance
- D. Provide real-time updates tracking and monitoring vehicles based upon schedules
- E. Provide for trip/miles/hours data collection and reporting functions to reduce data entry work load/costs
- F. Provide for a system of vehicle location in the event of an emergency

- G. Provide for a system of canned messages to reduce time needed to communicate
- H. Provide a user-friendly, self-contained hardware/software solution to support operational needs
- I. Provide for responsive customer service regarding estimated arrival and departure times
- J. Continue supervisory monitoring and oversight capabilities
- K. Compatible with current Trapeze Pass software
- L. Allow for future technology enhancements as they are developed

### **2.3 AGENCY BACKGROUND AND INFRASTRUCTURE**

Spokane Transit's Paratransit service provides for American's with Disabilities Act (ADA) door-to-door demand response service for residents in the service area of the Spokane Public Transportation Benefit Area (PTBA).

Paratransit has approximately 8,000 registered, eligible Paratransit riders who, due to the effects of their disability, cannot use the regular, fixed route bus. Users of the service can schedule trips regardless of trip purpose, within the approved service area. The actual scheduling of trips can be accomplished up to seven days prior to the time the trip is to be performed. Same day service is provided on a space available basis only.

Spokane Transit currently manages directly operated, purchased transportation service, and a fleet of Special Use Vans, seven days per week, 365 days per year. Operating hours are from approximately 5:15 a.m. to 12:00 midnight on weekdays, 6:00 a.m. to 10:00 p.m. on Saturdays, and 8:00 a.m. to 7:00 p.m. on Sundays and holidays.

### **2.4 RIDERSHIP**

In 2013, Spokane Transit Paratransit services provided service to 483,010 Paratransit ADA eligible customers with 2,919,582 total miles traveled and 199,428 total hours on the road. Paratransit averages 1,650 trips per weekday and 450 trips on each Saturday, Sunday, and holiday. Spokane Transit and its contracted service provides delivered service with a total of 108, 14-Passenger cut-a-way vans and two supervisor units for a total of 110 vehicles.

**2.5 FLEET**

By mid-year 2014, the van fleet will consist of the following make and model of vehicles. All vehicles are equipped with wheelchair lifts. (Note: For planning purposes, this is the fleet of vehicles that will receive replacement MDC units.)

**PASSENGER FLEET**

Quantity	Make/Model	Engine	Year
7	Ford E-450	6.0 L Diesel	2005
12	Ford E-450	6.8 L Gas	2008
15	Chevrolet Aerotech 220	6.6 L Diesel	2011
54	Chevrolet Aerotech 220	6.6 L Diesel	2012
10	Chevrolet Aerotech 220	6.6 L Diesel	2013
10	Chevrolet Aerotech 220	6.6 L Diesel	2014
<b>108 Total</b>			

**SUPERVISOR FLEET**

Quantity	Make/Model	Engine	Year
2	VPG MV-1 Ford	Diesel	2013
1	Ford Escape	2.0 L Gas	2014
1	Ford Taurus	2.3 L Gas	2006
<b>4 Total</b>			

## **2.6 EXISTING COMMUNICATION SYSTEMS**

### RADIO

Spokane Transit currently has an 800 MHz Analog Simulcast Trunked Motorola 3.1 Smart Net radio system. The system supports the contractor's connectivity to Spokane Transit by 800 MHz Mobile Radio supplied by Spokane Transit. The system consists of eight (8) channels at two radio tower sites. (These sites are currently located on Krell Hill and on Fancher Road.) Spokane Transit is currently assessing options for a new radio system. The specifics of this radio upgrade are not known at this time. Spokane Transit procures cellular data service for Paratransit wireless communications through Verizon Wireless with a plan that covers five megabytes of data per vehicle.

### SMART CARD

The existing MDC system has an internal read/write contact Smart Card reader built upon the Mifare Classic Technology Platform. The current solution allows for the collection and transmission of beginning Smart Card balance, amount deducted, and ending balances which are then communicated back to and stored in Trapeze database. Spokane Transit will require this continued Smart Card functionality and has plans to upgrade its fare collection system to Mifare DesFire EV<sup>1</sup> in the near future.

### EXISTING WORKSTATIONS INFORMATION

Spokane Transit's current operating systems and network are as follows:

## **SPOKANE TRANSIT'S INFORMATION TECHNOLOGY ENVIRONMENT**

The Information Systems (IS) Department is responsible for management and operation of enterprise information technology systems, including CAD/AVL and other transit applications. The vendor is expected to perform the work in accordance with Spokane Transit established IT standards, procedures, and best practices. Hardware and network standards are included in Section 2.6.1. Schematic diagrams of the Spokane Transit IT network infrastructure are provided in Section 2.6.1.

Key features of the Spokane Transit IT environment include the following:

- A. Central Site: Spokane Transit's Boone Avenue facility serves as the central site for Spokane Transit network and communications infrastructure.
- B. Virtualization: Spokane Transit has implemented virtualization of application servers (using VM Ware) to reduce the physical quantity of servers and "fat clients." Proposed solutions shall take into account this virtualized environment in the design of central systems for any servers, and use of virtualization is strongly preferred.
- C. Open Standards: Spokane Transit desires to maximize use of open standards and transparency in application databases to support systems integration, Enterprise data management and archiving, and business intelligence/reporting functions. This includes the availability of real-time information from the system to support exchange of data to/from the proposed system with other enterprise applications.
- D. Enterprise Data Warehouse: In conjunction with the project implementation, Spokane Transit plans to implement an Enterprise Data Warehouse supporting other enterprise applications. Spokane Transit envisions replication of data from the proposed production system to the Enterprise database. Similarly, the Enterprise database will serve as the interface for information from other enterprise applications (e.g., Trapeze OPS) that may be imported into the proposed systems. Authorized system users will have the capability to run read-only queries off of the historical enterprise database.
- E. Backup/Recovery: The Plaza is Spokane Transit's backup location for central server disaster recovery.
- F. Redundancy is also accomplished through virtualization. It is expected that any unique or specialized hardware required by the vendor's solution shall have failover capabilities as well as central system replication at The Plaza.
- G. Microsoft OS: Spokane Transit uses the Microsoft Operating System (Windows 7/Windows Server 2008/2012).
- H. Use of these existing operating systems is strongly preferred.
- I. SQL Server: Microsoft SQL Server is Spokane Transit's existing database platform. Use of MS SQL for the proposed system is strongly preferred.

- J. Network Storage: The vendor is expected to provide specifications to Spokane Transit on the network storage requirements to support the complete proposed system.
- K. Hardware and Licenses: Spokane Transit prefers to purchase IT hardware and licenses for third-party software directly rather than through the proposed system Contract. The vendor shall supply a list of all required hardware as part of the Proposal, as well as a priced option to provide hardware items. Spokane Transit prefers license structures based upon the number of simultaneous users.
- L. Internet Service Provider (ISP) and Firewall: Spokane Transit currently contracts with Spokane County for ISP and firewall services.

#### **2.6.1 SPOKANE TRANSIT EXISTING TECHNOLOGY INFRASTRUCTURE**

##### MINIMUM HARDWARE – DESKTOP:

Dell (procured by Spokane Transit)

WINDOWS 7 SYSTEM WITH Intel Core 2 DuoE8400

4GB DDR2 667MHZ RAM

SATA Hard drive 160GB

SAMSUNG 16 x DVD +/- RW

Dell Power Supply – Dell 280W

ATI 256MB Radeon HD 2400 XT dual display graphics card

22” LCD Monitor

USB Keyboard and Mouse

##### MINIMUM SOFTWARE – DESKTOP:

Windows 7 compliant (software procured by Spokane Transit)

MS Office 2010 Professional (software procured by Spokane Transit)

Internet Explorer

Adobe Reader/Flash/Shockwave

Java Runtime

Net 4 Framework

VNC (Free edition) 4.1.2 or equivalent

McAfee virus protection

MINIMUM SERVER REQUIREMENTS:

Dell Virtual Server Configuration (procured by Spokane Transit)

Dell PowerEdge R910 or approved equivalent

Intel 2x6 core minimum

128GB Memory

Dell rapid rails

Internal RAID5 disk

Dual HBA 8Gig fiber card

2x Power supplies

12NIC (4 ports per card)

VMWare VSphere 5.1 compliant

Windows Server 2008R2 – 2012 standard preferred (procured by Spokane Transit)

McAfee virus protection

Disk Keeper Defragmentation software

Microsoft SQL Server 2008 – 2012 preferred

VNC (Free edition) 4.1.2 or equivalent



MISCELLANEOUS NOTES:

- A. Spokane Transit has standardized on server based applications to run on virtualized machines (VMWare). Vendor applications not able to be supported in this environment are not preferable and may not be considered.
- B. Spokane Transit has standardized on Microsoft SQL Server as our database. Vendor applications that require a database and not able to be supported on this platform are not preferable and may not be considered.
- C. Spokane Transit requires that any vendor supplied applications that use Microsoft SQL databases in conjunction with executable programs adhere to using ODBC connections to the database which will be hosted on one of Spokane Transit's SQL server machines. Spokane Transit prefers to not use a single "dedicated SQL server" but rather has multiple databases running on a virtual SQL machine. Spokane Transit also requires that executable applications will be hosted on a virtual application server.
- D. No vendor specific software shall be installed on any machines until the equipment is on site and Spokane Transit IS personnel will oversee the installation.
- E. Spokane Transit will provide information/directives for the naming conventions.
- F. Vendor will bid computer/server equipment. Spokane Transit will determine if Spokane Transit could procure at a savings over that bid, and if so, Spokane Transit may elect to purchase.
- G. Vendor will be expected to initiate the startup of the equipment/software with Spokane Transit IS personnel available.
- H. Spokane Transit will provide all IP addresses needed.
- I. Servers will be located in Spokane Transit Server room, 1229 W. Boone Ave., Spokane.

### **III: TECHNICAL REQUIREMENTS**

#### **3.0 PROPOSAL SUBMISSION REQUIREMENTS**

#### **3.1 SERVICES AND MANAGEMENT SOLUTION**

All vendors shall prepare a technical services and management solution for both software and hardware.

The purpose of this will be to assist in the evaluation of the services and management solution and to ensure that information is not overlooked.

As part of their services and management solution, vendors are required to submit:

- A. An overview of their methodology that describes key elements of the approach that would be employed by the vendor in undertaking this project, containing enough information to indicate a sound understanding of the needs of the proposed project.
- B. A proposed implementation plan, including high level details and a schedule, which details how the vendor proposes to meet these needs within the general timeframe of completion within 2014.
- C. Methodology for phasing in the new proposed MDC product while continuing to run existing Ranger 4 product.

##### **3.1.1 QUALIFICATIONS AND RESOURCES**

The vendor must have a proven history of providing CAD/MDC System implementations; this shall be demonstrated by detailing the qualifications and experience of the vendor in successfully delivering projects of similar scope, size, and complexity to that which is requested in this RFP, and by identifying all resources that will contribute to the success of the proposed project. In particular, the vendors must demonstrate the following in their Proposal:

- A. Demonstrated understanding of the goals and objectives of the project;
- B. Experience and knowledge of intelligent transit/transportation management systems;
- C. Ability to maintain effective consulting relationships, excellent communication skills, and able to build consensus within a team based environment;
- D. Ability to achieve results on schedule and on budget;

- E. Proven track record of successfully completing similar work for projects of comparable complexity;
- F. Experience in performing similar projects for municipalities or other levels of government or large companies/agencies; and
- G. The ability to dedicate specific resources to the project to expedite the services.

### **3.1.2 PROFILE**

Submissions shall include a company profile, including years in business, an indication of financial stability, an overview of the firm's experience in providing CAD/MDC solutions to transit customers, and any other relevant information about the responding firm, including procedures employed to ensure confidentiality of information.

### **3.1.3 PROPOSED RESOURCES**

Vendors shall describe the roles and proposed deployment of "key" personnel in delivering the Services, and confirm their availability during the timeframes required to accomplish the project. Identified staff must include, Project Manager, implementation team and support staff.

Vendors must identify the personnel that will contribute to this Project, including a brief resume for each that identifies their role on the Project:

- A. Qualifications
- B. Experience
- C. Number of years worked for the vendor's company
- D. Support staff and specific projects they have worked on with number of vehicles
- E. Involvement in the technology projects

### 3.1.4 REFERENCES

Vendors shall include a minimum of three CAD/AVL Paratransit project references with ongoing technical support preferably for a five year timeframe, preferably by the proposed Project Manager assigned, of a similar scope, size, and complexity undertaken by the vendor. Please present at least one reference where smart card capability has been successfully implemented. Each reference shall include:

A. Name of the client organization, contact name, **e-mail addresses**, address, and telephone numbers. References provided without an email address may be deemed non-responsive.

B. Name of the project, MDC model installed and integration with Trapeze Pass

C. Date and duration of project

D. Approximate total cost

E. Number of CAD/MDC units installed

F. A brief description of the project including whether or not the project was completed within/under/over budget and within the time limit assigned. Include a brief description of any major issues encountered and how they were resolved.

G. Vendor must have verifiable working relationships with the integration of Trapeze and Verizon

### 3.1.5 TRAPEZE PASS DEMAND RESPONSE SCHEDULING SOFTWARE INTEGRATION

The CAD/MDC System shall provide a software interface to the Trapeze PASS Demand Response Scheduling software. We are currently operating with Version 13, but Spokane Transit may be operating with Version 14 by the time of MDC installation.

The Trapeze PASS software interface shall function to enable:

A. Daily electronic manifest transfer, through automatic transfer, allowing manifests to be transferred from Trapeze PASS to the CAD/MDC System and downloaded to the in-vehicle systems for an upcoming service day.

B. Real time trip insertion or cancellation, allowing schedule updates for in service vehicles to be transferred

from Trapeze PASS to the CAD/MDC System and subsequently downloaded to in- service vehicles, providing updated information to the operators.

C. The interface shall be easily upgradeable to function seamlessly with any future upgrade of the Trapeze software.

D. It is desirable for the interface to be implemented using industry standard Extendable Markup Language (XML) software technology, however vendors should outline the technical details of their proposed interface including:

E. Software technology used

F. Full Specifications of the software

The vendor shall take full responsibility for the relationship, and any costs or payments to Trapeze during the term of the Project in order to deliver a fully integrated and functioning interface. This will include any effort required on the part of Trapeze to implement the interface.

Vendors should describe in their Proposal the required involvement of Trapeze in developing the interface and their development plan for delivering the interface.

### **3.1.6 CAD/MDC**

The system shall track vehicle locations, accurate to within fifteen feet, using Differential Global Positioning System (DGPS) technology. The CAD/MDC System shall be capable of receiving and logging the following information from the vehicles:

- A. Date/time/mileage
- B. Direction and speed (mph)
- C. Longitude and latitude
- D. Vehicle identification number
- E. Operator's identification number/name
- F. Trip information
- G. Schedule adherence

The vehicles shall automatically transmit AVL information based on actual current position at set intervals or triggered by specified events. The interval times should be adjustable to multiples of five seconds. These functions can be adjusted by Dispatch using the central CAD/MDC system.

The CAD/MDC System shall allow users to define a specific group of vehicles to monitor. The default setting will be for the user to view all AVL equipped vehicles.

The CAD/MDC System shall provide a software interface consisting of both a graphical, Geographical Information System (GIS) based map display, and a tabular based, list displays.

The graphical display shall use the GIS map to display vehicle location in real time using van symbols with a vehicle Identification (ID) adjacent to the symbol. Colors and other symbols shall be used to indicate the following information adjacent to the vehicle:

- A. Vehicle status (late/early)
- B. Vehicle speed
- C. Direction of travel

The graphical display shall provide pan and zoom capability, allowing users to zoom and view a vehicle location with details such as street names and landmarks or view an overview of the entire service area showing the locations of all the vehicles on the map.

The graphical display shall also provide a “find” capability to quickly locate a vehicle on the map and view its current Status and location.

The tabular display will provide a list of all vehicles equipped with AVL and provide the following information at a minimum for each vehicle:

- A. Vehicle ID
- B. Vehicle status (late/early) – highlighted with different colors, depending on Status
- C. Schedule adherence – displays the deviation in minutes from the schedule
- D. Number of customers on board

The CAD/MDC System shall allow users to track and follow the movement of a single vehicle. Once a vehicle is selected from the map or tabular display to be tracked, the graphical display shall place the vehicle at the center

of the map, follow the vehicle path, and re-center the map accordingly. Overall system latency shall not exceed ten seconds plus any delay in the wireless system infrastructure.

For each in-service vehicle equipped with AVL, the software shall enable users to view details regarding the stops (pick-ups and drop-offs) assigned to that vehicle, based on schedule / run sheet information, including;

- A. Pick-up/drop-off address
- B. Customer Registration Number (ID Number)
- C. Customer name
- D. Escort/ attendant requirements
- E. Trip restrictions/appointment times
- F. Fare requirements
- G. Additional customer comments
- H. Street coordinates using 00 block of Division and Sprague as reference Starting point (optional feature)
- I. Pick-up/drop-off Status
  - If completed
    - Time of pick-up/drop-off and any deviation from scheduled time
  - If not completed
    - Scheduled time of pick-up/drop-off or,
    - Revised estimate based on early/late Status of vehicle or,
    - Trip cancellation alert and notification

### **3.1.7 TEXT MESSAGING**

The CAD/MDC System shall provide a text-messaging interface to allow “canned” or new text messages to be sent between dispatchers and CAD/MDC equipped vehicles.

The CAD/MDC System shall allow Spokane Transit to define up to 100 canned messages sent to dispatchers and 50 canned messages for operators, which will always be available to send easily and quickly. The system shall be capable of configuring canned messages of up to 140 characters and ad hoc messages of up to 140 characters.

The CAD/MDC System shall allow Spokane Transit to define a specific group of vehicles that dispatchers are able to send and receive messages to and from. The CAD/MDC System shall allow users to send messages to one vehicle, a group of vehicles, or all vehicles based on the settings defined.

The CAD/MDC System shall provide the capability to send messages with “response required” or “acknowledgement required” information.

The CAD/MDC System shall provide a text messaging window display, showing received messages, sent messages and Status (acknowledgement received, pending, etc.) and allow users to sort messages based on time and vehicle, and type of message. The CAD/MDC System shall allow for talk to text capability.

### **3.1.8 REPORTING AND REPLAY**

All vehicle location, messaging, schedule adherence, and Status information shall be maintained by the central CAD/MDC System for reporting purposes.

The central CAD/MDC System shall have comprehensive reporting functionality enabling users to generate summary reports based on the following criteria:

- A. Operator identification
- B. Dispatcher
- C. Vehicle identification
- D. Date/time
- E. Type of Event (example: No Fare)



F. Performance criteria including speed

G. An end of the day screen to display the number of customers transported by space type, total miles traveled, daily on-time performance, and customers per hour. (optional feature)

Reports should be customizable and enable both ad-hoc reporting and saved report templates. The CAD/MDC System shall allow for use of an industry standard report application such as crystal reports to create reports.

Real-time and end of the day MDC problem log report for operational review and troubleshooting for use by System Administration/Supervisors.

At minimum, the CAD/MDC System shall have sufficient capacity to store reporting information for up to six months, after which the information shall be archived. The CAD/MDC System shall be configurable for other retention times as well. Vendors shall include memory hardware recommendations to achieve the six month retention period.

The CAD/MDC System shall provide “replay” functionality allowing users to select a vehicle or group of vehicles, and date/time details to replay or play back a vehicle’s progress along its path at that date and time. The CAD/MDC System shall provide the following controls and options for the replay functionality:

A. Speed of playback (1X, 2X, 8X, etc.)

B. Play/Pause/Stop

C. Path trace (a line will be traced along the vehicle’s path, as it is played back)

D. Mark pick-up and drop-off locations (plot points at these locations) with a unique symbol

## **3.2 TECHNICAL REQUIREMENTS**

### **3.2.1 IN-VEHICLE HARDWARE REQUIREMENTS**

#### **3.2.1.1 GENERAL**

The vendor shall provide and install mobile data terminal (MDC) software to provide the in-vehicle GPS/AVL functionality for the vehicles. Integration of the MDC into a single unit is desirable.

The GPS/AVL shall display the operator's manifest/run sheet, provide navigation/directions, and provide schedule adherence information. In addition, the MDC shall be capable of sending and receiving text messages between operator and dispatcher.

The MDC shall be equipped with one (preferably two) standard USB 2.0 host ports to provide for control and monitoring of onboard systems.

The MDC shall also be equipped with Bluetooth 2.1 or most current capability and backward compatibility to older versions. Spokane Transit intends to use Bluetooth for supervisory and training purposes.

Vendors shall provide technical documentation of the proposed MDC as part of their response to the RFP. The documentation shall include manufacturer information as well as setup, configuration, and operating parameters/instructions. Vendors shall provide a diagram depicting the proposed configuration and integration of the mobile equipment.

The MDC shall provide reliable operation in transit vehicle environment and have a hardened impact and chemical resistant cover.

The MDC shall be designed to minimize maintenance and calibration requirements.

All equipment furnished under these requirements shall utilize modular design throughout, permitting swap-out and return of malfunction components with minimal STA labor and vehicle downtime.

The System shall require the minimum number and variety of assemblies and spare parts. All functionally identical modules, assemblies and components shall be fully interchangeable between all equipment.

Standard, commercially available components shall be used wherever possible.

System design shall support rapid fault isolation to reduce the requirement for highly skilled maintenance personnel.

All external screws, nuts, and locking washers shall be stainless steel or an approved alternate non-corrosive material; no self-tapping screws shall be used unless specifically approved. No sharp edges shall be exposed.

All parts shall be made of corrosion resistant material, such as ultraviolet (UV) resistant plastic, stainless steel, anodized aluminum or brass.

All modules and assemblies shall be connected using standardized durable, positive-locking, indexed quick disconnect connectors. Weatherproof connectors shall be supplied for all connections exposed to the exterior environment.

Provisions shall be made to protect all equipment and components from common vandalism and physical abuse. Equipment shall be identified by a part number and/or serial number, permanently and legibly affixed directly to the surface of the unit.

Equipment shall not pose a hazard to operators, passengers, or maintenance staff when operated in accordance with manufacturers' recommendations.

The MDC shall have an operating temperature range of -22° F to +149° F.

The MDC shall have a storage temperature range of -40° F to +158° F.

All keys or buttons on the MDC shall have a minimum life of 10 million actuations.

### **PHYSICAL DESCRIPTION**

The in-vehicle component must be simple to install, removable from the vehicle and will interface to standard commercial van power systems. The in-vehicle component shall include all mounting hardware, brackets, etc., necessary for such installation configuration as Spokane Transit may approve.

The MDC will allow for connection to at least 4 discrete input Status messages such as door open, airbag deployed, or an operator emergency activation switch.

The MDC shall each have a minimum display screen size of 8" (10.2 preferred) measured on the diagonal.

Vendors are required to submit photos of their proposed MDC that match the requirements described herein and confirm that their proposed MDC can be installed in the vehicles.

#### **3.2.1.2 ANTENNAS**

An internal (connector for optional low profile, external) antenna shall be supplied with each MDC for the GPS receiver, GPRS/3X modem.

If an external antenna is necessary, it should be on the vehicle in a location that will not interfere with normal van operations. It is desirable for a multi-band antenna to be used combining GPS, GPRS/3X minimum. The Antenna shall be suitable for exterior installation and have an operating temperature range of -76° F to +158° F.

### **3.2.1.3 DISPLAY**

The MDC display must be readable in varying light conditions and visible to operators when wearing sunglasses.

The following are the display requirements of the MDC:

- A. Color touch screen display of high quality thickness with replaceable screen protectors
- B. Minimum display screen size of 8” as measured on the diagonal (10.2” preferred)
- C. Operator adjustable back-lighting and text color intensity
- D. Operator adjustable volume
- E. LCD display heaters
- F. LED indicator to show power is on
- G. Allow for a minimum of 10 different colors to be displayed

The display should switch from ‘day’ mode graphics display to ‘night mode’ graphics display when actuated by the operator through the MDC, or automatically based on light conditions sensed by the MDC.

### **3.2.1.4 MEMORY**

The internal memory shall be expandable through either a compact flash card or additional SDRAM.

External SD card socket is required.

### **3.2.1.5 COMMUNICATIONS**

The following are the communications requirements of the MDC:

- A. Commercial based cellular – Verizon compatible
- B. Minimum of 3G, 4G preferred (Note: Spokane Transit specification includes photo display on demand.)

### **3.2.1.7 GPS**

The following are the GPS requirements of the MDC:

- A. 16-channel GPS receiver built into the MDC
- B. Secondary navigational device such as dead reckoning or gyroscope

Vendors shall confirm that the provided accuracy of its unit's GPS navigational functionality, especially in GPS satellite "shadows", shall meet, or exceed, the operational requirements as identified within the specifications.

### **3.2.1.8 AUDIO**

The following are the audio requirements of the MDC:

- A. Integrated microphone and high quality stereo speakers (3 watt minimum)
- B. Audio line out
- C. Microphone line input

The MDC shall contain volume controls for audio communication; however, protection shall be included to prevent the volume being set to zero.

### **3.2.1.9 INPUT/OUTPUT**

The following are the input and output requirements of the MDC:

- A. Electronic mileage data input and monitoring to be collected via GPS
- B. Vehicle Ignition sense input for power on/off

### **3.2.1.10 POWER**

The vehicle ignition switch should control the MDC power.

When powered off by the ignition, the MDC shall go into an idle state and wait for a predetermined time (configurable up to 60 minutes) before automatically logging off and performing a full shut down.

When powered on by the ignition, the MDC shall return to its previous screen prior to power off.

## **3.2.2 IN-VEHICLE SOFTWARE FUNCTIONALITY REQUIREMENTS**

### **3.2.2.1 GENERAL**

The MDC shall provide a comprehensive interface to the GPS/AVL and Trapeze Systems, tailored specifically for the needs of the specialized transit operators.

The MDC/GPS/AVL shall have the capability to operate autonomously and provide the required functionality even with a loss of communications to the central CAD/MDC System, provided the current schedule has been loaded to the MDC.

Vendors shall provide, as part of the MDC, the functions described in the following subsections.

### **3.2.2.2 LOG-ON FUNCTIONALITY**

The following are the log-on functionality requirements for the MDC:

- A. When first powered up, the MDC will display a safety message
- B. The MDC will display an operator log-on screen requesting the operator's identification number
- C. The MDC will not allow the operator to log on until they are clocked into Trapeze
- D. Operators must be able to log-on to the MDC by entering their employee identification number and the vehicle's odometer reading into the log-on screen.
- E. The log on screen will alert the vehicle operator if the difference between the logon mileage and the last reported mileage are greater than a user-configurable distance value. The vehicle operator must be able to correct the vehicle odometer value once the operator has confirmed:

- The alert to the operator should be able to enter odometer mileage outside the user-configured distance value
- If the odometer value is corrected the MDC shall send a notice to the central CAD/AVL System

### **3.2.2.3 DISPLAY FUNCTIONALITY**

The MDC should be glare resistant and display the following information at all times while the MDC is powered on:

- A. Current time; the time should be shown using the AM/PM designation, with the option of displaying a 24-hour clock format.
- B. Cellular communication Status
- C. Visual and audible new text message indicator
- D. Ability to display up to ten (10) unique text colors
- E. Back up camera functionality (optional feature)

### **3.2.2.4 GPS FUNCTIONALITY**

The MDC must have the capability to report GPS based vehicle location information to the Trapeze CAD/AVL System in the following ways:

- A. Event Based Reporting – Based on a particular event, configurable in the central system
- B. Distance Traveled Reporting – Based on a predetermined distance, configurable in the central system
- C. Time Elapsed Reporting – Based on a predetermined amount of time, configurable in the central system

### **3.2.2.5 COMMUNICATIONS**

While in service, the MDC will utilize the Spokane Transit network for communications with the central CAD/MDC System.

### **3.2.2.6 TEXT MESSAGING/CANNED MESSAGE FUNCTIONALITY**

The following are the communications requirements for the MDC:

- A. Capable of visual and audible alerts to indicate incoming messages.
- B. Employ a “canned” go to voice message to be employed by vehicle operator. This message will be entered into a response queue for reply by Dispatch
- C. The operator must be able to acknowledge incoming messages (as required by the dispatchers).
- D. Capable of allowing the operator to respond to a message using a canned message.
- E. Capable of sending a message and notifying the operator of the success or failure of the transaction.
- F. Capable of queuing messages in a buffer and repeatedly attempting to deliver them to the host application.
- G. Capable of sending messages that are sent only once, regardless of whether they are acknowledged.
- H. Capable of sending and receiving pre-defined “canned” messages when a specific numeric code is sent from the central CAD/MDC System. The nature of the canned messages will need to be defined by Spokane Transit in conjunction with the successful bidder.
- I. Capable of sending a silent emergency / panic message from the vehicle to the Trapeze CAD/MDC System using one confirmation keystroke.
- J. Equipped with talk to text and text to talk function.

### **3.2.2.7 PERFORMING THE DRIVER VEHICLE INSPECTION (DVI)**

#### **3.2.2.7.1 PRE-TRIP INSPECTION SCREEN**

Spokane Transit requires a Pre-Trip Inspection screen that shall allow the operators to report vehicle defects/deficiencies on a minimum of the following categories:

##### DRIVER INTERIOR CAB

- ◆ Transmission Lockout Key
- ◆ Disabled Parking Placard
- ◆ Trash can
- ◆ Horn



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- ◆ Seat Controls
- ◆ Mirrors
- ◆ Windshield
- ◆ Lights
- ◆ Gauges
- ◆ Windshield Wipers
- ◆ Climate Control System
- ◆ Defroster
- ◆ Camera System Check
- ◆ Smart Card Functionality
- ◆ Seat Belt Cutter

EXTERIOR

- ◆ Hood Latched
- ◆ Headlights
- ◆ Caution Lights
- ◆ Marker Lights
- ◆ 4 Way Lights
- ◆ Wheelchair Lift
- ◆ Emergency Exit Alarm
- ◆ Fuel Cap
- ◆ Body Damage
- ◆ Windows

- ◆ Tires
- ◆ Fluid Leaks
- ◆ Loose Parts

PASSENGER AREA

- ◆ Broom
- ◆ Door Wedge
- ◆ Bio Kit
- ◆ Handrails
- ◆ Accident Report Kit
- ◆ Seat Belt Extensions
- ◆ First Aid Kit
- ◆ Triangles
- ◆ Fire Extinguisher/Pin
- ◆ Securements
- ◆ Rear Door Convex Mirror
- ◆ Knee Pad
- ◆ Sand/Ice Scraper
- ◆ Accessories Stowed

The pre-trip function should allow for a disable and skip functionality. The pre-trip inspection screen shall allow operators to check a box next to any item needing attention. If no items need attention the program shall require the operator to acknowledge that no defects were found. The Operator's work will not appear until the pre-trip inspection screen has been completed. A log shall be generated which includes a time stamp and stores the duration of time between log in and inspection completion and which lists any defects/deficiencies noted. This information will be used by Maintenance.

(Note: The vendor may propose an existing DVI product which includes, but is not limited to, the above items.)

### **3.2.2.7.2 POST-TRIP INSPECTION SCREEN**

A post trip inspection screen shall come up after the operator has performed the pull in at the garage and before an operator is able to log off of the MDC. The post trip inspection screen shall include a minimum capacity of 15 entries and be programmable by STA, such as of the following:

- A. Diesel Exhaust Fluid Warning Light
- B. Engine Performance
- C. Brakes
- D. Steering
- E. Electrical
- F. Bio-Hazard
- G. Securements Stored
- H. Body Damage
- I. Other (with a customizable dropdown list to select from)

Post-trip inspection screen shall allow operators to check a box next to any item needing attention. If no items need attention the program shall require the operator to acknowledge that no defects were found.

A log shall be generated which stores a time stamp and includes the duration of time between performing off the pull in and inspection completion and which lists any defects/deficiencies noted. Operators will then be prompted to log off of their MDC.

Both pre-trip and post-trip logs should be easily accessible.

(Note: The vendor may propose an existing DVI product which includes, but is not limited to, the above items.)

### **3.2.2.8 SCHEDULING AND TRIP INFORMATION FUNCTIONALITY**

The following are the standard scheduling and trip information requirements for the MDC:

- A. The operator's manifest should be automatically downloaded to the MDC after Operator login.
- B. The MDC should be capable of downloading and storing up to one-hundred rider/trip stops in the MDC.

- C. Should the operator turn off the ignition during the course of their shift, the trip list will be retained in the MDC.
- D. The MDC must be capable of adding, updating, and saving new trip data from the CAD/MDC System without operator intervention.
- E. The MDC must provide operators with “trip list”, “trip detail”, and “input” screens.

### **3.2.2.9 TRIP LIST SCREEN**

The stop list screen shall provide a list of all the trips (pick-up and drop-offs) required as part of the daily schedule / operator’s sheet transferred from Trapeze PASS to the central CAD/MDC System. The stop list screen has the following requirements:

- A. The MDC should display a single entry for each trip/stop
  - a. Operator must be able to scroll through the stop list
  - b. All stops must be displayed in ascending order of scheduled stop times
  - c. The current trip and stop must be displayed at the top of the stop list screen
  - d. Allow for the ability to flag a trip for further action at a later time period by pressing single key for summary of follow-up needed
  - e. When the operator completes the current trip, the MDC should automatically delete it from the stop list screen
  - f. The trip list screen must display multiple rider pick-ups and drop-offs from the same address
  - g. The stop list must be automatically updated with new information from the central CAD/MDC System, with no operator intervention. (This applies to both inserted trips and cancelled trips.)
  - h. Cancel alert and notification must be sent
- B. The operator must be able to access the trip detail and input screens from the stop list screen each by a single keystroke.
- C. Break, lunch, and out of service display
- D. The trip list screen must be able to allow for a split view of trip details associated with a highlighted trip

### **3.2.2.10 TRIP DETAIL SCREEN**

The trip detail screen must be user-configurable and should provide the operator with detailed information about each stop taken from Trapeze PASS run manifest, and must include at least the following information:

- A. First and last name of the customer
- B. Identification number
- C. Schedule/negotiated times and estimated time of arrival
- D. Origin address
- E. Destination address
- F. Type of mobility aid
- G. Equipment
- H. Special comments
- I. Space Type
- J. Personal care attendant information
- K. Companion information
- L. Fare Required
- M. No Earlier Than Drop Time and No Later Than (Appointment) Times (Red Display)
- N. Ability to Retrieve Customer/Location Photos Upon Request

Stop information should be viewable by scrolling.

The CAD/MDC System shall allow operators to access the input screen from the trip detail screen by a single keystroke, using the MDC keypad.

### **3.2.2.11 INPUT SCREEN**

The input screen shall allow operators to input or confirm information, taken from the Trapeze PASS run manifest, regarding a stop and customer when arriving at a stop (pick-up or drop-off) location. Operators should be able to easily input or confirm information using a minimal amount of keystrokes on the MDC.

The following information must be available on the input screen for the operator to confirm input or edit for integration with Trapeze Pass:

- A. Confirm actual arrive and pick-up time
- B. Confirm actual arrive and drop-off time
- C. Input/modify fare payment
- D. Input/modify type of fare; cash, ticket, or pass
- E. Ability to accept multiple fare payments within an individual booking
- F. Fare types Spokane Transit's current Mobile Data system also has the ability to send, receive, and edit up to 20 specific fare types which include but are not limited to:
  - a. Cash (including stored value cards)
  - b. PT One Ride Pass
  - c. Monthly Pass (including Smart Cards)
  - d. No Cash
  - e. No Pass
  - f. PCA

- g. Free Ride
- h. All Animals
- i. EWU
- j. Spokane County
- k. Spokane City
- l. SFCC/SCC
- m. WSU
- n. Employee
- o. Board
- p. Committee
- q. Dependent

(Note: This list may expand as new revenue generating sources are identified. The vendor should plan and allow for a minimum of 20 specific fare types.)

- G. No show with configurable count down feature / cancelled trip at door
- H. Emergency assistance requirement
- I. Mobility aid
- J. Customizable forms to allow for pre/post trip and operator write up information
- K. Ability to flag customer trip as a reminder for end of the day follow-up
- L. Allow for an end of the day summary screen of flagged trip for further action or completion by a van operator
- M. Confirm/modify space types (Spokane Transit currently uses this list of space types):
  - a. AL – Ambulatory Who Uses Lift
  - b. AM – Ambulatory

- c. SC – Scooter
- d. SL – Large Scooter
- e. TR – Transferable
- f. WE – Extra-Large Wheelchair
- g. WH – Wheelchair
- h. WL – Large Wheelchair
- i. XL – Extra-Large/Heavy
- j. XS – Extra Large Scooter

(Note: These codes are also subject to change as the need for new codes are identified.)

The MDC must automatically place default information, taken from the Trapeze PASS run manifest, in the appropriate input screen fields for the operator to confirm. For example, pick-up time should be set to the current time and fare payment should be set to that fare indicated by the Trapeze PASS system. If no change to the displayed information is required, the operator should be able to confirm its validity.



### **3.2.2.12 SMART CARD FUNCTIONALITY**

Spokane Transit currently has the capability to read/write contactless smart card fare instruments to determine if the pass loaded on the smart card has a valid time period or sufficient stored value to pay for the fare and deduct the fare. The new MDC system must include this functionality as a requirement. The vendor's proposed solution must be capable to simultaneously run two iterations of the Mifare platform as we transition the fleet from the Mifare Classics Platform to the Mifare DesFire EV' Platform. This technology upgrade is scheduled to occur in 2015. The smart card must include the following functionality:

- A. Ability to read card for verification of valid period range or dollar value remaining on the stored value card
- B. Ability to reset screen to allow for reading of additional smart cards
- C. Notification of amounts deducted or a notification that no fare was successfully deducted
- D. Allow for integration into the Trapeze Pass system with appropriate trip related information sent including fare collected information
- E. Send and store smart card ID beginning balance, amounts deducted, and remaining balance information back to Trapeze to allow for after the fact troubleshooting efforts
- F. The system must include safe guards to prevent accidental deductions of smart cards

### **3.2.2.13 EVENT LOGGING AND MESSAGING**

The following events will need to be logged by the MDC and/or transmitted immediately to the central CAD/MDC System/Dispatch:

- A. Operator logon
- B. Operator log off
- C. Pick-up site arrival and departure (with early late notifications) with ability to prevent arrivals while vehicle is in motion – These parameters will be determined by Spokane Transit.
- D. Drop-off site arrival and departure (with early/late notifications) – These parameters will be determined by Spokane Transit.
- E. Emergency message/panic button with one press and a confirm step and priority send
- F. Trip details:

- a. No show/cancelled trip at door with a no show timer
- b. Missed trip notification with updates to Trapeze
- c. Additional guests
- d. Change in Mobility Aid
- e. No payment of Fare
- f. Additional fare payment

The MDC should be capable of accommodating other event logging and messaging requirements that may be required in the future.

The MDC/AVL system should be capable of giving data in a buffer and repeatedly attempting to deliver them to the host application. This is commonly referred to as store and forward.

Each event log or event message should contain data appropriate to that message (i.e. the vehicle odometer reading, GPS latitude and longitude, and time/date stamp).

The vendor shall work with Spokane Transit to determine:

- ◆ Which events are sent from the vehicle to the central CAD/MDC System immediately
- ◆ The frequency of the transmission of messages (immediate or at set intervals)
- ◆ The information that needs to be included with each message

#### **3.2.2.14 NAVIGATION/MAPPING FUNCTIONALITY**

The MDC must allow for zoom in and zoom out functionality.

The MDC must be capable of displaying on-screen color maps of the entire service area. The vendor shall provide a map suitable for 3D view display on the MDC.

The MDC must be capable of providing navigation directions including voice annunciation and visual display of trip route and turn directions.

The MDC must allow a split screen with view of map and trip view option.

The MDC shall automatically take address information from the operator's manifest / run sheet and provide mapping and directions to the next scheduled stop.

The navigation functionality shall provide a toggle facility and shall be accessible from any screen by a single keystroke, using the MDC keypad and shall automatically provide directions for the next scheduled stop based on the current vehicle location.

The MDC must be capable of displaying the street coordinate using a 100 block format from a user defined central location. (i.e., Division and Sprague)

The vendor shall describe the capabilities of its proposed navigational system.

The MDC must have the ability to turn off mapping functionality by vehicle on an exception basis

### **3.3 COMMUNICATIONS REQUIREMENTS**

#### **3.3.1 IN-SERVICE VEHICLE COMMUNICATIONS**

Through its internal IT department, Spokane Transit will provide a service provider based GPRS with 3G (minimum, 4G preferably) communications infrastructure to enable data communications with in-service vehicles (currently Verizon).

The vendor will be required to work with Spokane Transit and the service provider and interface the central and in-vehicle CAD/MDC System with the Network communications infrastructure to enable a complete and working system.

Vendors must include a recommendation as to the type of communications infrastructure that should be used for communication with in-service vehicles that is compatible with their CAD/MDC Systems.

Vendors shall provide an estimate as to the amount of wireless data usage per vehicle their proposed systems will require while in operation. This shall include an outline of the data required to transmit GPS information, manifest updates, event messages, and text messages. An estimate of wireless data usage per hour should be provided for a vehicle while in normal operation.

#### **3.3.2 OVER THE AIR PROGRAMMING AND TROUBLESHOOTING APPLICATION**

This application software must work on multiple wireless networks and utilize compression and session persistence to minimize data usage. The system must allow the agency support staff to:

1. Remotely download new software and files to the MDC at a minimum including:
  - A. Mobile applications

- B. Operating Systems
- C. Map Data
- 2. Perform Remote Diagnostics to include:
  - A. Remote screen captures
  - B. Download logs automatically
  - C. View events
- 3. Keep accurate records
  - A. The system shall automatically catalogue all programs sent to the CAD/MDC unit, replacing error-prone manual record keeping.
  - B. Quickly determine which units are due for an upgrade
  - C. Retrieve files remotely
  - D. Using data logging capabilities, the system can remotely retrieve data log files such as GPS or speed logs for immediate use in emergency situations
- 4. Reset remotely

### **3.3.3 SUPERVISOR OVERSIGHT AND MONITORING FUNCTIONALITY**

Spokane Transit currently operates a MDC with software specific to the needs of the Paratransit Supervisor. The vendor should propose a solution to satisfy this ongoing requirement. The solution must allow Supervisors to access real-time trip lists, track times, locations, status, and activities of each vehicle equipped with a MDC. Additionally, this functionality must have the capability to send messages, to select individual or multiple runs.

The software must also allow for customizable checklists to allow for standardized spot or ride checks. The supervisor must also be able to make real-time adjustments to runs once service disruptions or delays are experienced. Service disruptions must be highlighted in a different color for ease of use.

### 3.4 FUTURE SYSTEM CONSIDERATIONS

It is Spokane Transit's intent to expand and upgrade the CAD/MDC System in the future and also integrate the CAD/MDC System with other complimentary systems and technologies.

Vendors are required to include in their submissions details regarding the following functionality of their systems, which Spokane Transit may consider for future upgrades:

- A. In installation of Vehicle Logic Unit (VLU) on all vehicles for customer education and notification purposes
- B. Integration with customer information systems to provide automated call to customer for late pick-up - using Interactive Voice Response (IVR) system linked with CAD/MDC schedule adherence
- C. Portable, cost effective in-vehicle systems for fully contracted service provider vehicles (sedans/taxis) – able to integrate seamlessly with central CAD/MDC System
- D. Credit/Debit card reader integration for fare collection
- E. Allow for interfaces with Google Street View and other web-based applications yet to be defined.
- F. This application MUST be able to run in a VMWare virtual machine environment.

### 3.5 FLEET MONITORING REPORTING FUNCTIONALITY (Optional Feature)

The vendor's proposed solution should provide the following fleet monitoring speed and idling data:

- ◆ Idling time reports
  - Users should be able to track unnecessary idling and associated costs. The report should identify both the vehicle and the driver responsible
- ◆ Excessive speed reports (with user-configurable limits)
  - Users should be able to identify drivers who are exceeding the defined speed limit in a vehicle. The report should identify both the vehicle and the driver responsible.

The vendor's proposed solution should provide reliable diagnostic data from the vehicle. This data will be gathered from the on-board vehicle computer. Please specify how the MDC will interface with the vehicle to gather the following data:

(Note: A non-ODBD solution is preferred.)

- A. Fuel Usage
- B. Speed
- C. Engine Hours
- D. Engine RPM
- E. Seatbelt Status (buckled/unbuckled)
- F. Battery voltage
- G. VIN
- H. Check Engine Light Status
- I. Diagnostic Trouble Code

Alarms and events should be user-configurable.

The vendor's proposed solution should provide the ability to notify a designated staff member via email on a regularly scheduled basis.

The vendor's proposed solution should provide a quick overview (a "dashboard") that gives designated staff a view of key performance indicators of operators and/or vehicles.

### **3.6 SERVICES AND MANAGEMENT SPECIFICATIONS**

#### **3.6.1 INSTALLATION**

**Spokane Transit intends to install MDC equipment in its fleet, however is requesting the vendor provide an alternate proposal for the vendor to supply installation.**

During installation, the vendor shall be responsible for the integrity of the data used in the CAD/MDC System.

The vendor will be responsible for all required hardware not supplied by Spokane Transit, software, data entry, and wiring installation to connect hardware not supplied by Spokane Transit to Spokane Transit's network to make the system fully operational. The vendor will be required to cooperate with Spokane Transit staff, operators, dispatchers, building/facilities staff, building owners and property management staff while undertaking plans and training for installation. Spokane Transit will designate a point of conduct for installation activities.

The vendor will be required to submit an installation plan with their proposal.

During installation, Spokane Transit and the vendor will coordinate an installation schedule fifteen days in advance of any installation requiring access and/or Spokane Transit facilities, vehicles, or equipment. The plan

shall include proposed installation locations, schematic diagrams for all interconnected devices, and any installation requirements needed by Spokane Transit. The installation location will be 1229 W. Boone Ave., Spokane. A bay will be provided at the Spokane Transit maintenance facility.

For any cases where new equipment is to be installed or integrated with existing workstations, the vendor will be required to provide 15 working days' notice for any access to the worksite. The vendor will provide technical support to Spokane Transit staff that performs the integration or installation.

### **3.6.2 IN-VEHICLE INSTALLATION**

The vendor will be fully responsible for all required MDC hardware, software, and to allow for a plug and play MDC to make the CAD/MDC system fully operational. This includes vehicle commissioning, which involves verifying that all software and hardware components on the vehicles are functioning properly and most up-to-date software or firmware is installed.

The vendor shall follow good engineering practice in the installation of the MDC; of particular importance is the placement and ergonomics of the MDC. The vehicle operator must be able to reach and operate the MDC effortlessly, and without undue attention being drawn away from the operation of the vehicle and without obstructing the line of sight of the operator. All equipment shall be installed in a manner that allows simple replacement in the event of a failure.

In addition to the general installation plan requirements, the installation plan for the vehicles shall include proposed mounting locations with ergonomic considerations including a telescopic mounting solution.

The first vehicle installation for each vehicle type shall be fully tested and approved by Spokane Transit prior to proceeding with subsequent installations.

The vendor shall provide the following installation hardware:

- A. Adjustable pedestal or dash-mounted brackets
- B. Cabling for connections to the applicable on-board radio/data modem equipment, power and any desired peripherals

### **3.7 TRAINING**

The vendor shall be responsible to train personnel designated by Spokane Transit according to the requirements specified herein.

Training shall take place at facilities designated by Spokane Transit.

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 vendor shall provide experienced and qualified instructors to conduct all training sessions. The vendor 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 vendor is responsible for providing all training materials, training aids, audiovisual equipment, and visual aids for the 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 common problems with comprehensive solutions given. Student guides shall mirror the instructor guides.

The vendor shall submit the training curricula, presentations, and materials for review and approval by Spokane Transit a minimum 30 days prior to commencement of equipment installation. No training shall commence until these items have been approved by Spokane Transit.

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

Training curricula shall meet all training requirements and indicate course content, training time requirements, and who should attend. Level of competency required to pass course examinations shall be proposed by the vendor and approved by Spokane Transit, based on the training curricula.

The following summarizes, at a minimum, the training that shall be provided:

- A. Computer Aided Dispatch Training – up to ten users;
- B. System Administration Training – for up to six users;
- C. Operators In-Vehicle Training – for up to ten users in a “Train the Trainer” approach; and
- D. Maintenance In-Vehicle Maintenance Training – for up to six users.



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

Training shall include that required for the use and administration of any Trapeze PASS modules and systems that are required for the integration of the CAD/MDC System with Trapeze PASS scheduling software.

### **3.8 TESTING**

The following testing structure shall be used for the delivery of hardware, software, communications, and overall systems. The vendor shall submit a Test Plan outlining the proposed tests, the testing environment and key criteria for each test. The Test Plan shall also include a schedule of testing with an initial pilot test of five units, then an additional test of units within a fifteen day timeframe. The initial five units must be operational before the additional five pilot units are tested. Include your proposed testing timeline in the Test Plan.

Spokane Transit shall be notified five working days in advance of each test.

As a minimum, the following tests shall be completed by the vendor.

All tests must be successfully completed and accepted on the pilot vehicles prior to entire fleet installation.

#### **3.8.1 RESERVED**

#### **3.8.2 PROOF OF PERFORMANCE (POP)**

POP testing shall be completed on each device in the field once it has been installed and configured. The POP shall be completed on the device in isolation to confirm that the installed device meets the required functionality. 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.

#### **3.8.3 SUBSYSTEM INTEGRATION TESTING (SIT)**

SIT testing shall be completed on each subsystem once all of the necessary devices have been installed and POP tested successfully and the communications network tested. The purpose of the SIT is to confirm that the devices are fully integrated with the other devices that they interface or interact with.

#### **3.8.4 SYSTEM ACCEPTANCE TESTING (SAT)**

The SAT is the final test to be completed and can only be initiated once all of the system elements have been installed and configured and all POP and SIT tests have been successfully completed. The SAT looks at the entire system and tests are completed to ensure that the overall functional requirements are met.

The SAT is typically done from the central system software out to each of the devices and is also known as an end-to-end test. Where software interfaces with other software, this interface shall be tested through the SAT for each piece of software.

Each requirement listed in the Technical Specifications shall be tested, or where it may not be feasible to test certain functions in the operational environment, evidence of full and correct function shall be provided.

### **3.8.5 OPERABILITY PERFORMANCE TEST (OPT)**

The OPT is a 30 day performance test that is initiated once the SAT has been completed and operation has commenced. Through the OPT, the system is tested under full operations to ensure that the performance requirements are met and to measure the system reliability and availability.

System failures of any kind will result in the restart of the OPT.

Final system acceptance shall occur upon successful completion of the OPT.

### **3.8.6 STATEMENT OF ACCEPTABILITY OF CHANGE MANAGEMENT PLAN REQUIREMENTS**

Vendors shall include a statement of acceptability of the following Change Management Plan requirements:

- 3.8.6.1 Changes to the Scope of Work or products during this project will be strictly managed to ensure timely, cost effective delivery. This does not mean that changes will not be accepted; it does however mean that all changes will be documented and agreed in writing in terms of cost, schedule, and system impacts prior to proceeding.
- 3.8.6.2 Changes will be managed through the vendor's Project Manager and any applicable stakeholders. Meetings will be held as required and coordinated by the Project Managers as a part of normal project management meetings.
- 3.8.6.3 Either Spokane Transit or the vendor may propose changes. To initiate a change, a Project Change Request (PCR) form will be completed. Form and process specifics will be mutually determined between Spokane Transit and the vendor at the outset of the project. This form will identify the details of the change requested, the name of the requestor and be given a unique PCR number for tracking. The initial PCR will be reviewed by Spokane Transit's Project Manager to determine if the issue should be forwarded for further review. Once Spokane Transit has decided to consider the PCR, it will be provided to the vendor for review to determine impacts on schedule, price, and products of the project. This information will be provided on the PCR form and returned to Spokane Transit Project Manager where it will be considered and a decision on the course of action made. Spokane Transit Project Manager will decide the appropriate course of action to include one or more of the following options:

- ◆ Decide not to make the change.
- ◆ Decide to make the change and increase or decrease the schedule and budget based on the impacts estimated by the vendor.
- ◆ Decide to make the change at the expense of some other requirements that may be less critical.

3.8.6.4 The vendor will update all impacted documents including the requirements baseline, budget, and baseline schedule to reflect any changes enacted. All documents delivered under this project will include a written revision history table to track these changes.

### **3.8.7 STATEMENT OF ACCEPTABILITY OF QUALITY CONTROL REQUIREMENTS**

Vendor shall include a statement of acceptability of the following Quality Control requirements:

- A. The vendor is fully responsible for the quality control of all services. The vendor shall provide a quality control (“QC”) plan that will be approved by Spokane Transit. The monitoring of quality control plan shall be conducted by the staff within the vendor’s firm who have not been directly involved with that component of the work. All effort to fulfill quality control requirements will be at the vendor’s own expense.
- B. The vendor firm will be responsible to oversee the process of checking, to resolve all problems, to ensure that the requirements of the QC plans have been met. They must also provide a report to Spokane Transit’s Project Manager. At the dates agreed the vendor shall provide the report on the quantity control plan approved by Spokane Transit.
- C. The vendor shall be solely and fully accountable for the quality of the deliverables. During the assignment and at completion, the vendor shall provide quality check/audit reporting to Spokane Transit Project Manager. It is the responsibility of the vendor to correct the areas of non-compliance.
- D. The performance of the vendor shall be tracked for any corrective measures instituted for non-compliance, timely delivery of QC deliverables/reports, accuracy of check /audit reporting and for follow up on clarification/additional information requested by Spokane Transit’s Project Manager.
- E. Upon request, Spokane Transit shall be given access at any time to all records produced in the performance of the services including inspection records, test results and testing facilities as necessary to enable Spokane Transit to monitor adherence to the quality control plans for Services.
- F. Spokane Transit reserves the right to reasonably undertake to recover costs which result from errors, omissions or other actions or inaction of the vendor pursuant to the Contract.

### **3.8.8 TESTING DOCUMENTATION**

The vendor shall submit a test plan that outlines the criteria for test initiation, procedure for dealing with test failures and retests, and the test schedule. The test plan shall be submitted at the same time as the SDS documentation. The test plan shall identify the testing process for dealing with pilot testing and the segmented delivery.

Vendor shall submit test descriptions, procedures and expected results for the following tests:

- ◆ Proof of Performance Test (POP);
- ◆ Sub-System Integration Test (SIT);
- ◆ System Acceptance Test (SAT);
- ◆ Operability Period Test (OPT).

A requirements traceability matrix shall be submitted that will cross-reference the SDS, test procedures, and original Specifications.

The test documents shall be submitted a minimum of six weeks in advance of the initiation of the testing.

The Terms of Reference defines the scope of each type of test. POP documentation shall be submitted for each type of device. Where the device is a commercial off-the-shelf product, a Spokane Transit stamped quality certificate will suffice.

A SIT shall be submitted for each subsystem.

An overall SAT document shall be submitted that shall include an end-to-end system test and cover both hardware and software functions.

The OPT document shall define minor, major and critical failures and the impacts of each on the OPT including test Spokane Transit starts, allowable downtime and process to address failures.

### **3.8.9 DESIGN PROCESS AND PROCEDURE**

The vendor shall undertake a phased approach to the integration of MDC operational systems. This approach shall minimize downtime to existing resources, prevent any negative impacts on the existing operating systems, and provide for a smooth and secure transition to use Spokane Transit equipment.

The vendor shall ensure that all points of interface have been investigated well, and all technical risks addressed. The vendor shall ensure that dispatchers, vehicle operators, and system maintainers have been trained on the operation of the systems, as well as briefed on how the systems will change their job responsibilities and enhance their ability to perform their jobs efficiently.

### **3.9 GENERAL DOCUMENTATION REQUIREMENTS**

The vendor 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 customary system of measurements, and shall be submitted directly to Spokane Transit in paper hardcopy and electronically. Any and all communications or submissions shall be submitted to Spokane Transit, unless otherwise stated. A minimum of two bound, hard copies of the documentation and 2 CD-ROM copies shall be provided as well as an electronic PDF version.

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

All pages of the documentation shall carry a title, version number, and issue date, and shall contain a complete subject index. The vendor shall be responsible for fully coordinating and cross-referencing all interfaces and areas associated with interconnecting equipment and systems.

Documentation shall require re-issues if any change or modification is made to the equipment proposed to be supplied. The vendor may re-issue individual sheets or portions of the documentation that are affected by the change or modification. Each re-issue or revision shall carry the same title as the original, with a change in version number and issue date.

#### **3.9.1 SYSTEM DESIGN SPECIFICATIONS (SDS)**

Within six weeks following notification of award, the vendor shall furnish Spokane Transit with complete written documentation describing the system to be delivered including all equipment and software to be furnished. The System Design Specification (SDS) shall include, as a minimum, the following information:

- A. Overall system schematic and architecture;
- B. Major assumptions and risks;
- C. Detailed description of all subsystems and equipment and hardware, including functional description, interface descriptions, communications loading details, material specifications (i.e. environmental, electrical etc.), material selection documentation (MSD), configuration details and in installation details;

- D. Description of how the system deals with a loss of communication, including what happens to the data and what is visible through the GUI for the software;
- E. Details on all network, data, power/electrical or other requirements provided by a third party;
- F. Detailed description of all software, including functional description, system interface descriptions, graphical user interface descriptions, hardware specifications, availability and reliability figures and configuration details;
- G. Detailed descriptions of information, materials and timing required by the vendor by other parties;
- H. Maintenance and service details may be included in the SDS.

### **3.9.2 MATERIAL SELECTION DOCUMENTATION (MSD)**

For custom-manufactured equipment, the vendor shall submit a set of comprehensive shop drawings and Specifications as part of the MSD. The comprehensive shop drawings shall include the general arrangement, layout, wiring details, mounting bolt requirements, location for conduit entry, and any physical or electrical requirements.

For standard off-the-shelf items, the vendor shall submit detailed manufacturer product Specifications, drawings on mounting requirement, location of conduit entry, any other physical or electrical requirements, and meantime of failure rates.

The vendor shall provide certification and compliance statements for all standards that apply to the manufacturing of the equipment, whether custom manufactured, or commercial off-the-shelf.

### **3.9.3 EQUIPMENT MANUALS**

The vendor shall provide two equipment manuals for each type of unit provided unless specified otherwise. The manuals shall provide sufficient detailed in installation and maintenance instructions to allow Spokane Transit to properly and safely in Spokane Transit install, connect, and commission the equipment supplied and to operate and maintain the system.

The vendor shall also provide all details of connectors and interconnect cables to Spokane Transit.

### **3.9.4 TRAINING MANUALS**

Training manuals shall be provided for each training participant, in addition six additional copies shall be provided. The manuals shall provide information on all of the topics covered during each of the training sessions and include exercises and screen captures.

The Training Manual shall include space for the users to take notes during the training sessions. The Training Manuals shall be provided at the initiation of each training session.

### **3.9.5 AS-BUILT DOCUMENTATION**

The vendor shall provide sufficient documentation to reflect "as built" conditions and to facilitate operation, maintenance, modification, and expansion of the equipment or any of its individual components to the satisfaction of Spokane Transit.

The System Design Specifications shall be updated to include the as-built conditions.

The as-built documentation shall be provided three weeks after the System Acceptance Test, and updated documentation will be required at any time the vendor provides software or hardware upgrades.

### **3.9.6 OPERATION AND MAINTENANCE DOCUMENTATION**

The operation and maintenance documentation will be comprised of the Operation and Maintenance (O&M) manuals, User Manuals and System Administration Manuals.

The O&M documentation shall be submitted to Spokane Transit prior to OPT testing. The vendor shall deliver two sets of O&M manuals, of which shall be the original unless specified differently.

### **3.9.7 OPERATION AND MAINTENANCE MANUALS**

The O&M Manuals shall be a detailed presentation and shall include illustrations where applicable.

For each unit, it shall include, but shall not be limited to:

- A. General description,
- B. Functional descriptions,
- C. Functional block diagram,
- D. Operating instructions,

- E. Maintenance and repair procedures,
- F. Test procedures,
- G. Schematic drawings and circuit diagrams,
- H. Parts list.
- I. Each type of maintenance manual shall contain but not be limited to:
  - J. Description of operation including start-up, shut-down and emergency procedures
  - K. Installation procedures
  - L. Complete parts identification diagram and list
  - M. Troubleshooting procedures
  - N. Inspection procedures
  - O. Preventive maintenance procedures and program
  - P. Repair procedures
  - Q. Diagnostic procedures
  - R. Wiring diagrams
  - S. Electrical schematics with board and cable identification
  - T. Adjustment procedures
  - U. Seasonal maintenance requirements
  - V. Equipment arrangement and drawings
  - W. Names and schedules of all lubricants and cleaners used
  - X. Other consumable materials for the equipment transmitting where used quantity, service intervals, and annual consumption.

The vendor shall provide a parts list for all equipment as supplied. The parts list shall identify the manufacturer(s) and model/part number.



The vendor may use manufacturer's data and handbooks for individual items of the equipment that are a sub-component of the overall system. All such documentation shall be contained in similar binders.

Where an equipment component is of such a nature that local repairs cannot be made and it must be returned to the factory as a unit for overhaul, specific information concerning its repair and breakdown into component parts shall be provided.

### **3.9.8 USER MANUAL**

A site specific user version manual, specific to this in installation, shall be provided for each software application. The user manual shall include screen captures and easy to follow instructions to assist the users through all of the tasks that they may need to complete. The user manual shall include an index. A hard and soft copy should be supplied prior to implementation.

Fault procedures shall be described, as well as procedures for correcting problems.

### **3.9.9 SYSTEM ADMINISTRATION MANUAL**

A System Administration Manual shall be provided for each software application.

The System Administration Manual shall outline all configuration parameters, details on how to configure the parameters, backup and recovery process, troubleshooting techniques and technical support information.

Fault procedures shall be described, as well as procedures for correcting problems.

### **3.10 SOFTWARE LICENSES AND ESCROW**

The vendor will be required to negotiate and enter into agreements with Spokane Transit that warranty that the CAD/MDC System is legally protected with respect to intellectual property, patents and use rights, and that sufficient information (i.e., source code, manuals, compiling directives) are accessible to Spokane Transit in order to warranty the continuing operation of the system in case of a default by the vendor.

All agreements will be reviewed and approved by Spokane Transit's Legal Counsel in order to ensure that its interests are appropriately protected. Spokane Transit anticipates that the following software agreements may be required:

- A. Software User License Agreement
- B. Software Escrow Agreement
- C. Warranty and Support Agreement

### **3.10.1 SOFTWARE USER LICENSE AGREEMENT**

The Software User License Agreement will release Spokane Transit from any liability to the vendor, third party or other persons in any dispute regarding patents, intellectual property, etc. In this respect the vendor shall be required to defend, indemnify and hold harmless Spokane Transit from any alleged infringement of, or violation of any intellectual property rights, such as trade secrets, trademarks or copyrights relating to, caused by, or arising out of Spokane Transit's use of the CAD/MDC System.

The Agreement will include all the necessary clauses that would give Spokane Transit the following rights:

- A. Access and the rights to use the original software, upgrades, and all enhancements made to the software during the term of the Contract and for the duration of the warranty period without the need to pay any additional fees.
- B. Access and the rights to use the software, upgrades, and all enhancements made to the software, during the term of the Contract and for the duration of the warranty period without need to negotiate any additional agreements.

### **3.10.2 SOFTWARE ESCROW AGREEMENT**

The Software Escrow Agreement will, at a minimum, deal with the following scenarios:

- A. The vendor has failed to carry out obligations imposed on it pursuant to the Software User License Agreement.
- B. The vendor has ceased to offer support for the Software.
- C. The vendor has failed to continue in the ordinary course.
- D. The vendor has applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee, liquidator or the like of itself or all or a substantial portion of its assets.
- E. The vendor has made a general assignment for the benefit of, or a composition with, creditors.
- F. The vendor has been adjudicated for bankruptcy or insolvency.
- G. The vendor has filed a petition seeking to take advantage of any other law relating to bankruptcy, suspension of payments, insolvency, reorganization, liquidation, winding up, composition or adjustment of debts.

### **3.10.3 ADDITIONAL AGREEMENTS**

Spokane Transit and the vendor will be required to negotiate and enter into additional agreements, such as Maintenance and Support and/or Extended Warranty Agreements to the satisfaction of Spokane Transit, based on the stated requirements within this RFP and the Proposal submission of the vendor.

### **3.11 WARRANTY AND SUPPORT**

The vendor shall be the warrantor of all system components, notwithstanding any manufacturer's warranties whether written or implied.

All installed equipment shall have the basic manufacturer's warranty extended to cover a period of 24 months (two years) from the date of CAD/MDC System Acceptance Test, as defined in paragraph 3.8.5 of this Section. The warranty shall cover any defects, failures, or malfunctions in materials and workmanship for all system components.

The warranty shall include upgrades to new versions of the CAD/MDC System software that are offered by the software vendor or vendor within the warranty period.

The vendor shall provide and be responsible for the costs of all labor, parts (with the exception of spare parts kept by Spokane Transit), transportation, shipping and handling, expenses, testing equipment, software, and incidentals necessary to provide warranty and support for all elements of the CAD/MDC System.

Within any Warranty and Support Agreement, a "System Critical Issue" is one in which the performance or non-performance of the CAD/MDC System causes the system to be unusable.

The warranty shall include the following support services, to be provided by the vendor, or their contracted representative:

- A. In the event of a System Critical Issue:
  - a. 24 hour a day, 7 day per week toll free telephone technical support line with 1 hour call back in the event a live operator is not available
- B. In the event of other issues that are not a system critical Issue:
  - a. 8:00 a.m. to 5:00 p.m. PST
- C. Support via VPN connection in a manner approved by Spokane Transit

- D. Maximum of one day on-site response time for issues that can't be resolved or repaired over the phone
- E. Maximum turnaround time of 10 days turnaround from shipping date to receipt of repaired unit
- F. On-site troubleshooting, removal, replacement, repair, re-configuration and testing as required to maintain the CAD/MDC System in good operating condition
- G. Ensuring that documentation is up to date
- H. Each repaired unit must include a detailed account of repair and time spent

The vendor shall provide a written report as to the cause of any failure. Any CAD/MDC System component returned for warranty replacement shall be repaired or replaced and returned to Spokane Transit within 30 days.

There shall be no repair cost applied to Spokane Transit for warranted equipment, over the warranty period, unless there is reasonable evidence of damage due to misuse, negligence, improper operation or handling, or wilful attack. This shall include all equipment, software, and services performed by the vendor or any of their vendors.

- Warranty start date shall commence when the wireless cellular network card is established
- All MDCs that must be repaired while under warranty shall be replaced with a new MDC unit

Ongoing support after warranty period should not include time spent preparing estimations for repairs but only time for actual repair and parts.

Proposers shall provide an optional per year price for providing maintenance support services for a period of three years after the initial twenty-four month warranty period has expired, as required under the Provisional Items section of the Cost Proposal.

#### **IV. ATTACHMENTS**

- A. Price Proposal Form
- B. Request for Exceptions, Approved Equals and Clarifications
- C. Acknowledgement of Amendments
- D. Proposers List - DBE
- E. No Proposal Form
- F. Spokane Transit Service Area Map
- G. List of Acronyms

**PRICE PROPOSAL FORM**

**NOTE: The Price Proposal Form is available  
in Electronic Format (Excel Worksheet) to Proposers**

**Request For Exceptions, Approved Equals, And Clarifications**

Page \_\_\_ of \_\_\_

Project Title: \_\_\_\_\_ RFP No. \_\_\_\_\_

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Document Reference (check one): \_\_\_\_\_ Page No: \_\_\_\_\_

General Requirements \_\_\_\_\_

Specifications

Section Number \_\_\_\_\_

Contract

Section Title:

**PROPOSER'S REQUEST:**

\_\_\_\_\_

**SPOKANE TRANSIT RESPONSE:**

Approved \_\_\_\_\_

Denied \_\_\_\_\_

**Spokane Transit Comments:**

\_\_\_\_\_  
Spokane Transit Authorized Signature

\_\_\_\_\_  
Date of Response

**Acknowledgement of Amendments**

The following form shall be completed and included in the proposal submission.

Failure to acknowledge receipt of all amendments may cause the proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each amendment must be clearly established in included with the proposal.

Addendum 1	Date _____	Initials _____
Addendum 2	Date _____	Initials _____
Addendum 3	Date _____	Initials _____
Addendum 4	Date _____	Initials _____
Addendum 5	Date _____	Initials _____
Addendum 6	Date _____	Initials _____
Addendum 7	Date _____	Initials _____
Addendum 8	Date _____	Initials _____
Addendum 9	Date _____	Initials _____
Addendum 10	Date _____	Initials _____
Addendum 11	Date _____	Initials _____

Proposer Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Signature of Authorized Signer: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_



**ATTACHMENT D**

Spokane Transit  
1230 West Boone Avenue  
Spokane, WA 99201-2686  
(509) 325-6000

STA is federally funded and as such are required by 49 CFR Part 26.11, to create and maintain a bidders list of all current and prospective vendors bidding on prime contracts and bidding or quoting subcontracts on Department of Transportation-assisted contracts. STA is also committed to providing equal access to small business in bidding STA's contracting opportunities. The U.S. Small Business Administration (SBA) defines a "small business" in terms of the number of employees over the past year or the average annual receipts over the past three years. This standard varies by industry. STA will use size standards established by the SBA to determine small business eligibility.

To comply with this provision of the regulations and to encourage small business participation, STA requests the following information required by the Federal Transit Administration. **This information is not used in determining an award of contract or in evaluating your company in any way. Providing this information is voluntary.**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_  
\_\_\_\_\_

NAICS Code: \_\_\_\_\_

To determine your industry NAICS code go to [www.census.gov/eos/www/naics](http://www.census.gov/eos/www/naics) and enter a keyword of your business classification in the box directly above the **2012** NAICS Search on the left side of the page and choose from the selection of codes that best matches your business classification.

Type of Business: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Is your firm a Disadvantaged Business Enterprise (DBE) registered with the State of Washington Office of Minority and Women's Business Enterprises?     Yes                       No

How long has your firm been in business? \_\_\_\_\_

Spokane Transit Authority  
CAD and Mobile Data Computer System  
RFP# 14-STA-496

Please check the box that describes your total gross annual receipts:

- |  |  |
|--|--|
| <input type="checkbox"/> Less than \$500,000       | <input type="checkbox"/> \$3,000,001 - \$3,500,000 |
| <input type="checkbox"/> \$500,000 - \$1,000,000   | <input type="checkbox"/> \$3,500,001 - \$4,000,000 |
| <input type="checkbox"/> \$1,000,001 - \$1,500,000 | <input type="checkbox"/> \$4,000,001 - \$4,500,000 |
| <input type="checkbox"/> \$1,500,001 - \$2,000,000 | <input type="checkbox"/> \$4,500,001 - \$5,000,000 |
| <input type="checkbox"/> \$2,000,001 - \$2,500,000 | <input type="checkbox"/> \$5,000,001 - \$5,500,000 |
| <input type="checkbox"/> \$2,500,001 - \$3,000,000 | <input type="checkbox"/> greater than \$5,500,000  |

Is your business a small business as defined by the SBA's definition of a small business concern?  Yes  No

To determine if your business is considered a small business by SBA go to [www.sba.gov/size-standards-tool](http://www.sba.gov/size-standards-tool) and enter your six digit NAICS Code and follow the 3 step process.

Thank you very much! Please return this form with your proposal or to STA's Purchasing Manager, 1230 West Boone Avenue, Spokane, WA 99201.

**RE: STA RFP #14-STA-496 – CAD and Mobile Data Computer System**  
**No Proposal Form**

Dear Prospective Offeror:

If you determine not to submit a proposal in response to this solicitation, we would very much appreciate you completing and returning this form for our files.

Proposal #

Proposal Title

Proposer Company Name

Address

Telephone Number

Contact Person

Reason for not submitting a Proposal in response to this solicitation:

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Thank you for your assistance. Please mail this completed form to:

Spokane Transit  
1230 W. Boone Ave.  
Spokane, WA 99201  
Attention: Jacqueline Tjards  
Purchasing Manager  
(509) 325-6032

**Spokane Transit Paratransit Service Area Map**

**NOTE:**

**A map of the STA Paratransit Service Area Map  
is available at the following World Wide Web address:**

[http://www.spokanetransit.com/files/content/Paratransit\\_Service\\_Area\\_2013.pdf](http://www.spokanetransit.com/files/content/Paratransit_Service_Area_2013.pdf)

**Definition of Acronyms**

ANSI	American National Standards Institute
AVL	Automatic Vehicle Location
B&W	Black and White
BAFO	Best and Final Offer
CAD	Computer Aided Dispatch
CCTV	Closed Circuit Television
CD	Compact Disk
CSV	Comma Separated Value
CWI	Complies With Intent
DBE	Disadvantaged Business Enterprise
DNC	Does Not Comply
DVD	Digital Video Disk
DVR	Digital Video Recorder
EEO	Equal Employment Opportunity organization
EIA	Electronic Industries Alliance
ER	Exceeds Requirements
FC	Fully Compliant
GPS	Global Positioning System
GUI	Graphical User Interface
HRT	Hot Run Test
IEEE	Institute of Electrical and Electronics Engineers
IS	Information Systems
IT	Information Technologies

Spokane Transit Authority  
CAD and Mobile Data Computer System  
RFP# 14-STA-496

IVR	Interactive Voice Response
LED	Light Emitting Diode
MDC	Mobile Data Computer
MDT	Mobile Data Terminals
MSD	Material Selection Documentation
MTBF	Mean Time between Failures
NEC	National Electric Code
NTP	Notice to Proceed
O&M	Operation and Maintenance
OPT	Operability Period Test
OTP	On Time Performance
PDF	Portable Document Format
POP	Proof of Performance
PPH	Passenger Per Hour
PTBA	Public Transportation Benefit Area
QA	Quality Assurance
RFP	Request for Proposal
RTF	Rich Text Formal
SAE	Society of Automotive Engineers
SAT	System Acceptance Test
SDS	System Design Specification
SIT	Sub-system Integration Test
STA	Spokane Transit
STA	Spokane Transit Authority
UL	Underwriters Laboratories
UV	Ultraviolet

Spokane Transit Authority  
CAD and Mobile Data Computer System  
RFP# 14-STA-496

VAT Vehicle Acceptance Test

VDC Volts Direct Current

VLS Vehicle Location System

VLU Vehicle Logic Unit

VPN Virtual Private Network

WAAS Wide Area Augmentation System

WAN Wide Area Network

WAP Wireless Access Points

WLAN Wireless Local Area Network

**V. EXHIBITS**

A. STA Contract



1.1 CONTRACT

THIS AGREEMENT is made between the SPOKANE TRANSIT AUTHORITY (STA), a public municipal corporation of the State of Washington, as "OWNER," and \_\_\_\_\_, whose address is \_\_\_\_\_ as "CONTRACTOR." In consideration of these mutual terms and conditions, the parties covenant and agree as follows:

A. Performance

The Contractor will perform all work, and furnish all labor, materials, transportation, supplies, supervision, organization and other items of work and cost necessary for the proper execution and completion of the **CAD and MOBILE DATA COMPUTER SYSTEM**, as specified within.

All performance must be completed in strict accord with the Contract Documents, as defined below.

1.2 DEFINITIONS/INTERPRETATION

For the purposes of this contract and any additional instruments which may become a part of this contract, the terms "contractor", "supplier", "seller", and "vendor" shall be interchangeable. The terms "buyer", "purchaser", "owner", "grantee", "procuring agency", "STA", "Spokane Transit Authority" or "Spokane Transit" shall be interchangeable. The term "contracting officer" shall be defined as Spokane Transit's Chief Executive Officer or designee.

1.3 CONTRACT DOCUMENTS

This Agreement, the Invitation For Bids/Request For Proposals, specifications, conditions, addenda and modifications, and the Contractor's proposal (to the extent consistent with STA's document), constitute the Contract Documents and are complementary. Specific federal and state laws, and the terms of this Agreement, in that order respectively, supersede other inconsistent provisions. These Contract Documents are on file in the Office of the Purchasing Manager, 1230 W. Boone Avenue, Spokane, Washington, 99201, and are incorporated into this Agreement.

1.4 MODIFICATIONS

STA may modify this contract and order changes in the work to be performed under this contract whenever it shall be deemed necessary or advisable to do so. The Contractor shall accept such modifications when ordered in writing by the Contracting Officer. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this contract, an equitable adjustment shall be made in the contract price, delivery schedule, or other terms, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Contractor of the notification of change.

Notwithstanding, the Contracting Officer may receive and act upon any such claim asserted at any time prior to final payment under this contract, if the facts justify such action. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

1.5 FEDERAL REQUIREMENTS AND CHANGES

The Contractor shall at all times comply with all applicable Federal Transit Administration (FTA) regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement (Form FTA MA (19) dated October 1, 2012; available at <http://www.fta.dot.gov/documents/19-Master.pdf>) between STA and FTA, as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to so comply shall constitute a material breach of this contract.

1.6 TERMINATION

- A. Termination for Convenience. STA may terminate this contract, in whole or in part, at any time by written notice to the Contractor. The Contractor shall be paid its contract price for goods delivered up to the time of termination. The Contractor shall promptly submit its statement to the STA Purchasing Manager for final payment to the Contractor. If the Contractor has any property in its possession belonging to STA, the Contractor will account for the same, and return it to STA or dispose of it in the manner STA directs.
- B. Termination for Default, Breach or Cause. If the Contractor does not deliver goods in accordance with the contract delivery schedule or the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, STA may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for goods delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract subject to setoff for damages caused to STA. If it is later determined by STA that the Contractor had an excusable reason for not performing, such as a strike, fire, flood, or events which are not the fault of or are beyond the control of the Contractor, STA, after setting up a new performance or delivery schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.
- C. Opportunity to Cure. STA in its sole discretion may, in the case of termination for breach or default, allow the Contractor an appropriate period of time, as determined by STA, in which to cure the defect of goods or service. In such case, the notice of termination will state the nature of the breach or default, the time period in which cure is permitted and other appropriate conditions. If the Contractor fails to remedy to STA's satisfaction the breach or default of any of the terms, covenants, or conditions of this contract within the stated period of time for remedy, STA shall have the right to terminate the contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude STA from also pursuing all available legal remedies against the Contractor and its sureties for said breach or default.
- D. Waiver of Remedies for any Breach. In the event that STA elects to waive its remedies for any breach by the Contractor of any covenant, term or condition of this contract, such waiver by STA shall not limit STA's legal remedies for any succeeding breach of that or of any other term, covenant, or condition of this contract.

1.7 TIME OF PERFORMANCE

The Contractor shall complete all work required under this contract within \_\_\_\_\_ calendar days following Contractor receipt of STA's Notice to Proceed.

1.8 DELIVERY EXTENSION AND DELAYS

STA reserves the right to extend deliver, postpone delivery, or reschedule delivery. No delay shall be granted in connection with the acts, omissions, negligence, or mistakes of the Contractor, the Contractor's suppliers, or their agents.

1.9 RESOLUTION OF DISPUTES OR BREACHES

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the contracting officer. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Chief Executive Officer. In connection with said appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of this Contract while matters in dispute are being resolved. The final decision of the Chief Executive Officer shall be binding upon the Contractor and the Contractor shall abide by the decision.

1.10 STATUS, INDEMNIFICATION AND HOLD HARMLESS

In performing work and services hereunder, the Contractor, its employees, agents, and representatives, shall be acting as independent contractors, and shall not be deemed or construed to be employees or agents of STA in any manner whatsoever. The Contractor shall not hold itself out as, nor claim to be, an officer or employee of STA by reason hereof, and will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of STA. The Contractor shall be solely responsible for any claims for wages or compensation by the Contractor's employees, agents, and representatives, and shall save and hold STA harmless therefrom.

To the maximum extent permitted by law, the Contractor shall indemnify and hold harmless STA and all of STA's officers, employees, and agents from and against all claims, demands, suits, penalties and liability of any kind, including injuries to persons or damages to property, which arise out of or are due to (a) any acts, errors, or omissions of the Contractor, or the Contractor's employees, agents, and representatives in performing work and services under this Agreement; (b) Company's breach of this Agreement, including without limitation the warranties set forth in Section 1.32 herein; (c) the conduct of Company's business outside the scope of this Agreement; or (d) any negligent act or omission of Company. In the event that any claims, investigations, demands, suits, actions, and lawsuits arise out of any of the aforesaid acts, errors, or omissions, the Contractor shall assume all costs of defending such claims, suits, actions, or lawsuits, including legal fees incurred by STA, any penalties imposed on STA or the Contractor, and all judgments that may be obtained against STA, or any of its officers, agents, or employees in such suits. Further, the Contractor waives immunity under the Industrial Insurance Act and assumes all liability for actions brought by him or his employees against STA for injuries in the performance of this Agreement. The Contractor represents this provision has been negotiated with STA.

To the maximum extent permitted by law, STA shall indemnify and hold harmless the Contractor and all of Contractor's officers, employees, and agents from and against all claims, demands, suits, penalties and liability of any kind, including injuries to persons or damages to property, which arise out of or are due to any acts, errors, or omissions of STA, or STA's employees, agents, and representatives while engaged in the business of public transportation and with respect to its duties and obligations under this Agreement. In the event that any claims, investigations, demands, suits, actions, and lawsuits arise out of any of the aforesaid acts, errors, or omissions, STA shall assume all costs of defending such claims, suits, actions, or lawsuits, including legal fees incurred by Contractor, any penalties imposed on Contractor or STA, and all judgments that may be obtained against Contractor, or any of its officers, agents, or employees in such suits. STA represents this provision has been negotiated with Contractor.

1.11 COMPENSATION

STA will pay \$ \_\_\_\_\_, including delivery charges and sales tax, as full compensation for everything furnished and done under this Contract, subject to allowable additions and deductions as provided. Payment will be made in accordance with the provision for payment.

1.12 INSURANCE AND/OR BOND

A. The Vendor shall purchase from and maintain in a company or companies lawfully authorized and admitted to do business in the State of Washington possessing a Best's policyholder's rating of A- or better and a financial rating of no less than VII, and reasonably acceptable to STA, an occurrence-based Commercial General Liability Insurance Policy which shall provide bodily injury and property damage liability on its own operations and vehicles on Work the Vendor may subcontract or sublet to others, in no less than the amounts specified below. This insurance will name STA, the Vendor, its consultants and employees, and any required governmental agencies as additional insureds for Work performed under this Contract; the Vendor's policy shall be designated primary coverage for both defense and indemnity, and any STA policies or self insurance funds shall be excess.

(1) Commercial General Liability, Bodily Injury and Property Damage Liability, including Premise and Operations, Independent Contractors, Protective Liability, Completed Operations and Products, Contractual, Combined Single Limit of at least **\$1,000,000.00** per occurrence, with a per project aggregate limit of at least **\$2,000,000.00**.

(2) Comprehensive Automobile Liability, Bodily Injury and Property Damage Combined Single Limit of at least **\$1,000,000.00**.

(3) In addition, the Vendor shall maintain a true umbrella policy which provides excess limits over the primary layer, in an amount not less than **\$2,000,000.00**.

(4) If services covered under this contract include any professional services, i.e. consultants, computer technical services, etc., professional liability (errors and omissions) coverage of at least **\$1,000,000.00** shall be maintained.

B. The insurance required by Subparagraph 1.13 A (1) shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, written on an occurrence basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment. Completed operations coverage shall remain in force for three years after Final Acceptance.

C. In addition, the Vendor shall purchase and maintain insurance for claims under workers' compensation (industrial insurance), disability benefit and other similar employee benefit acts in the State statutory amount and Stop Gap Liability Insurance (Employer's' Contingent Liability Insurance) with coverage of at least **\$500,000.00** each occurrence/each accident.

D. Before commencing Work or exposure to loss can occur, and, in any event, as a condition of STA executing the contract, the Vendor shall furnish STA with a copy of the applicable certificate of insurance required by the Contract Documents. If the Agreement is executed, no Progress Payment will be due until all such Certificates are furnished. All certificates must be signed copies and shall contain a provision that coverages afforded under the policies cannot be materially altered (i.e., the coverages reduced, the limits decreased, or the additional insureds removed), allowed to expire, or canceled without first giving at least thirty (30) days' prior written notice to STA. The Vendor shall furnish to STA copies of any subsequently issued endorsements amending, modifying, altering, or restricting coverage of limits. Furthermore, such certificates shall contain a clause verifying that the policy contains coverage for blanket contractual

liability including both oral and written contracts and that the indemnification provisions of Paragraph 1.10 are acknowledged.

- E. STA's specification or approval of the insurance in this Contract or of its amount shall not relieve or decrease the liability of the Vendor. Coverages are the minimum to be provided and are not limitations of liability under the Contract, indemnification, or applicable law provisions. The Vendor may, at its expense, purchase larger coverage amounts.
- F. The Vendor shall ensure and require that Subcontractors of any tier have insurance coverage to cover bodily injury and property damage on all operations and all vehicles owned or operated by Subcontractors of any tier.
- G. If STA is damaged by the failure of the Vendor to maintain any of the above insurance or to so notify STA, then the Vendor shall bear all costs attributable thereto. STA may withhold payment pending receipt of all certificates of insurance. Failure to withhold payment shall not constitute a waiver.

#### 1.13 PRICE COMPLETE

The price quoted in any bid or proposal submitted shall include all items of labor, material, tools, equipment, and other costs necessary to fully complete the manufacture, delivery, assembly, installation, warranty, training of personnel, service manuals, wiring schematics and drawings, if required, pursuant to these specifications.

It is the intention of the specifications that the Contractor provide complete components and accessories of the type prescribed, ready for operation by STA personnel. Any items omitted from the specifications which are clearly necessary for the expected operation of such equipment, although not directly specified in the specifications, shall be considered an integral part of the basic specifications of the equipment, and shall be provided by the Contractor under this agreement.

All parts shall be new and in no case will used (except for testing), reconditioned, or obsolete parts be accepted. Any one part shall be an exact duplicate in manufacture and design, and shall be furnished as specified.

#### 1.14 PAYMENT

The Contractor shall be paid, upon the submission of proper invoices or vouchers, the price(s) stipulated herein for goods delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. The Contractor will send their application for payment to:

**Janet Stowe, Paratransit Supervisor**, Spokane Transit Authority, 1230 W. Boone Avenue, Spokane, Washington, 99201.

Payment will be made within thirty (30) calendar days after approval of the Contractor's application, unless other terms are agreed upon as a part of this Agreement. Interest on payments made after thirty (30) calendar days shall be at a rate of one percent per month.

##### A. Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, STA shall have the right to annul this contract without liability or at its discretion, to deduct

from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

B. Payment Does Not Imply Acceptance of Goods

The granting of any progress payment or payments by STA, or the receipt thereof by the Contractor, shall not constitute in any sense acceptance of the goods or of any portion thereof, and shall in no way lessen the liability of the Contractor to replace goods or material which does not conform to the contract documents, though the character of such goods or material may not have been apparent or detected at the time such payment was made.

Materials, components, or workmanship which do not conform to the instructions or their contract requirements and specifications, or are not equal to the samples submitted to and approved by STA, will be rejected and shall be replaced by the Contractor without delay.

C. Prompt Payment of Subcontractors

“The contractor is required to make payment to subcontractors within thirty days from the receipt of each payment the prime contractor receives from STA for satisfactorily completed subcontractor work from STA, whether such payment is a progress or final payment. The prime contractor agrees further to return retainage payments to each subcontractor within thirty days after the subcontractor’s work is satisfactorily completed. If payment disputes arise between the prime contractor and subcontractors, such disputes shall be resolved promptly through mediation or arbitration in order to prevent injury to small business subcontractors. The prime contractor shall specify in its subcontract agreement what dispute resolution method will be used. In addition, prime contractors will not be paid for subcontractors’ work unless the prime contractor can show that a prompt payment method for subcontractors is in place. Prime contractors shall be required to provide copies of the subcontracts to STA showing inclusion of these provisions. STA may withhold the applicable sum due a subcontractor for non-compliance with this section.”

1.15 LIQUIDATED DAMAGES

The Contractor agrees to pay to STA liquidated damages in the amount of **\$250.00** for each day the Contractor fails to provide the goods after the due date for delivery. These liquidated damages are for the purpose of any delay or impact caused to STA by virtue of the Contractor’s acts or omissions. STA and the Contractor agree that such damage cannot be reasonably determined at this time. Such damages are very difficult to accurately estimate because of numerous factors, including, but not limited to inconvenience to STA. Further, the parties agree this is a reasonable forecast of all factors now known and available for consideration relating to the delay caused by failure to perform.

The Contractor authorized STA, anytime after liquidated damages accrue and from time to time thereafter to the fullest extent permitted by law, to set off and apply any and all sums due and owing to the Contractor at any time held by STA and/or accrued under this Agreement, irrespective of whether or not STA has made any demand under this Agreement. STA agrees to advise the Contractor of any set off and application made by such Owner, provided that the failure to give such notification shall not affect the validity of such set off and application. The rights of STA under this paragraph are in addition to other rights and remedies which STA may have.

1.16 TAXES

If applicable, sales tax on this contract as determined by the Washington State Department of Revenue will be added to the amounts due and the Contractor will be responsible for making payment of the tax to the State of Washington. All other taxes are the sole responsibility of the Contractor.

1.17 WARRANTY - GUARANTEE

The Contractor shall be solely responsible for all materials and workmanship, including all parts and accessories, whether manufactured by it or others, and for the effective installation and connection of all equipment, accessories, parts, and components, as required. Contractor guarantees all components thereof for at least a \_\_\_\_\_ month period on all items from the date of the acceptance against defects in design, workmanship, and material, unless failure is due to negligence of STA. Any part or parts that prove defective either in design, material, or workmanship during the period of the guarantee shall be replaced by the Contractor without expense to STA.

1.18 TITLE VI CIVIL RIGHTS REQUIREMENTS

- A. Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, 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, as amended, 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, marital status, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- B. Equal Employment Opportunity. The following equal employment opportunity requirements apply to this contract:
- (1) 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. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., 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 this 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, marital status, 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.
  - (2) 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.
  - (3) 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 CFR, Part 1630, pertaining to employment of persons with disabilities.
- C. 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.

1.19 LABOR PROVISIONS - NONCONSTRUCTION CONTRACTS

- A. Overtime Requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which they are employed on such work to work in excess of forty hours per week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.
- B. Liability for Unpaid Wages and Liquidated Damages. In the event of any violation of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages and applicable liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5 in the sum of \$10 each for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5.
- C. Withholding for Unpaid Wages and Liquidated Damages. The U.S. Department of Transportation (DOT) or STA shall, upon its own action or upon written request of an authorized representative of the DOT, withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under this contract or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b) (2) of 29 CFR Section 5.5.
- D. Nonconstruction Grants. The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- E. Subcontracts. The Contractor or subcontractor shall insert in any subcontract the clauses set forth in subparagraphs A through E of this section, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs A through E of this section.

1.20 RECYCLED PRODUCTS/RECOVERED MATERIALS

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



1.21 ENERGY CONSERVATION

The Contractor shall 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 (42 USC Section 6321 et seq.).

1.22 CLEAN AIR AND WATER REQUIREMENTS

The Contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) which prohibit the use of nonexempt federal contracts, grants or loans, of facilities included on the EPA List for Violating Facilities. The Contractor agrees to report each violation to STA and understands and agrees that STA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. 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.

1.23 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- A. Policy: It is the policy of the Department of Transportation and STA that Disadvantaged Business Enterprises, as defined in 49 CFR, Part 26, shall have equal access to participation in the performance of contracts financed in whole or part with Federal funds under this Agreement.
- B. DBE Obligations: The Contractor and its subcontractors agree to make good faith efforts to ensure that disadvantaged businesses have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole, or in part, with Federal funds provided under this contract. In this regard, the Contractor shall make a good faith effort to ensure that disadvantaged businesses have an equal opportunity to compete for and perform contracts.
- C. The Contractor or subcontractor 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 DOT assisted contracts. Failure by the Contractor to carry out these requirements and the requirements of this section (paragraph 1.23) is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
- D. DBE Liaison: STA has designated a DBE Liaison to assist disadvantaged business enterprises and has the authority to administer STA's DBE program. Inquiries and requests concerning STA's DBE program and information for certification shall be directed to:

DBE Liaison  
Spokane Transit  
1230 W. Boone Avenue  
Spokane, WA, 99201, (509) 325-6032

- E. DBE Delegation and Assignment: If a DBE subcontractor is unable to perform the work contracted for, the prime contractor must either replace the subcontractor with another DBE or show STA that good faith efforts to do so have been made. Failure by the prime contractor to comply may result in monetary penalties and partial or total termination for default with resolicitation costs to the prime contractor or its bond.

F. Contractor Reporting Requirements: STA shall use the Prime contractor's commitment to DBE subcontractor participation submitted with its bids as the prime contractor's goal for the contract. However, the prime contractor shall not be credited with DBE participation until actual payment has been made to the DBE subcontractors involved. Therefore, contractors shall be required to submit with each payment request the amounts earned by DBE subcontractors and to be paid to DBE subcontractors upon STA's progress payment. In addition, prime contractors shall be required to submit verification of receipt of previous payments by DBE subcontractors. Upon receipt of payment verification, prime contractors shall receive credit against their goal. STA will require prime contractors to maintain records and documents of payments to DBE's for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of STA or DOT. This reporting requirement also extends to any certified DBE subcontractor.

STA will keep a record of payments to DBE firms for work committed to them at the time of contract award. STA may also perform audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation.

The Contractor agrees to use his/her best efforts to carry out a policy in the award of subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize disadvantaged business enterprises consistent with the efficient performance of the contract

#### 1.24 DELEGATION AND ASSIGNMENT

Neither party to this Contract may delegate the performance of any obligation to a third party unless mutually agreed in writing.

#### 1.25 REGULATIONS PURSUANT TO THE COPELAND "ANTI-KICKBACK ACT"

The Contractor shall comply with the applicable regulations of the Secretary of Labor, U.S. Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934, (48 Stat. 948; 62 Stat. 862; Title 18 U.S.C. Section 874; and Title 40 U.S.C. Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to ensure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required by subcontractors there under, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

#### 1.26 ACCESS TO RECORDS

The Contractor agrees to provide STA, the FTA Administrator, the Secretary of Transportation, the Comptroller General of the United States or any of their duly 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. The Contractor agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his/her authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined in 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. The Contractor also agrees to permit any of the foregoing parties (at their costs) to reproduce by any means whatsoever any excerpts and transcriptions as reasonably needed, and to permit said parties to interview Contractor's employees during work hours on the job.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) 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 the Contractor agrees to maintain same until STA, the FTA Administrator, the Secretary of Transportation, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

1.27 COMMUNICATIONS

In cases where communication is required between the Contractor and STA, such as further information, furnishing of specifications, or obtaining approval of proposed work, such communications from the Contractor shall be forwarded directly to:

**Janet Stowe  
Paratransit Supervisor  
Spokane Transit Authority  
1230 W. Boone Avenue  
Spokane, WA 99201**

1.28 ACCEPTANCE OF MATERIAL - NO RELEASE

Unless STA otherwise agrees, acceptance of any portion of the material prior to final acceptance shall not release the Contractor from liability for faulty workmanship, materials, performance or for failure to comply with all of the terms of this Contract.

STA reserves the right, and shall be at liberty to inspect all materials and workmanship at any time during the manufacturing process, and shall have the right to reject all materials and workmanship which do not conform with the instructions, contract requirements and specifications; provided, however, STA is under no duty to make such inspection and no inspection so made shall relieve the Contractor from any obligation to furnish materials and workmanship in accordance with the instructions, contract requirements and specifications.

1.29 CONFLICT OF INTEREST

No employee, officer, or agent of STA shall participate in selection, or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- A. the employee, officer, or agent;
- B. any member of his immediate family;
- C. his or her partner; or
- D. an organization which employs, or is about to employ an employee, officer, or agent of STA;

has a financial or other interest in the firm selected for award.

1.30 MERGER

This Agreement represents the entire Agreement among the parties hereto with respect to the subject matter hereof and, except as expressly provided herein, shall not be affected by reference to any other documents. Neither this Agreement nor any provision hereof may be amended, modified, changed, waived, discharged or terminated orally, but such may be accomplished only by an instrument in writing signed by the party against whom enforcement of the amendment, modification, change, waiver, discharge or termination is sought.

1.31 JURISDICTION LAWS - VENUE

This Agreement shall be governed by the laws of the State of Washington and any action related to this agreement shall be brought in Spokane County, Washington. The parties agree that the prevailing party in any lawsuit or litigation shall be entitled to recover all costs and expenses, expended or incurred in connection therewith, including attorneys' fees.

1.32 RIGHTS IN DATA AND COPYRIGHTS/PATENTS

The Contractor, without exception, shall indemnify and save harmless STA and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract (the "Work"), including its use by STA.

If the Contractor uses any design, device, or materials covered by letters, patents, or copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

If an infringement claim is made, Contractor will also immediately and at its expense: (a) procure for STA the right to continue use and sale of the Work; or (b) replace the Work with a version of the Work that is non-infringing. If Company is unable to take either of the actions set forth in the preceding sentence, Contractor will promptly refund to STA all amounts paid to Contractor by STA hereunder for the Work; provided payment of such refund shall not act to relieve Contractor of any other obligations under this Agreement.

Company warrants that:

A. Contractor has the full and exclusive right and power to enter into and perform according to the terms of this Agreement;

B. The software provided under the terms of this Agreement will meet the specifications listed in the Contractor Scope of Work stated in RFP #14-STA-496, and all amendments thereto, will be complete and accurate, and will comply with all applicable laws and regulations;

C. The products and services provided by Contractor do not and will not infringe any copyright, patent, trade secret, trademark, or other proprietary right held by any third party;

D. Contractor will not, without the express prior written permission of STA, incorporate into its system any third party product, software, or other materials for which the intellectual property rights are not owned solely by Contractor.

1.33 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

STA and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this 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 STA, the Contractor, or any other party (whether or not a party to this contract) pertaining to any matter resulting from this contract.

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.

1.34 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

A. 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 CFR Part 31, apply to its actions pertaining to this procurement. Upon execution of this 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 this contract or the FTA assisted project for which this contract 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.

B. 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.

C. 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.

1.35 FEDERAL PRIVACY ACT REQUIREMENTS

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

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

1.36 BUY AMERICA REQUIREMENTS

If applicable, the Offeror and (if selected) Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds.

1.37 SEVERABILITY

If any provision of this contract is held invalid, the remainder of this contract shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of applicable law.

1.38 INCORPORATION OF FTA TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT. All the contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated March 13, 2013, as amended, 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 STA requests which would cause STA to be in violation of the FTA terms and conditions.

1.39 SUSPENSION AND DEBARMENT

This contract is a covered transaction for purposes of 2 CFR Parts 1200 and 180. As such, the CONSULTANT is required to comply with 2 CFR Part 180, Subpart C and must include the requirement to comply with 2 CFR Part 180, 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 Spokane Transit Authority. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Spokane Transit Authority, 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 2 CFR Part 180, 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.*

1.40 FINAL ACCEPTANCE

Final payment by STA shall constitute notification to the Contractor of the commencement of the warranty period.

1.41 COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement but all of which together shall constitute one and the same instrument.

1.42 INTERPRETATION

As a further condition of this contract, STA and the Contractor acknowledge that this contract shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the contract, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorneys' fees and costs, whether incurred in a court of law or otherwise.

1.43 EMPLOYEE SOLICITATION

Vendor, without the consent of STA, shall not directly or indirectly solicit, influence, entice or hire or attempt to solicit, influence, entice or hire any employee of STA to: (a) cease employment with STA; or (b) do business related to a business connected with the Vendor's business during this Agreement and for a period of three (3) years from the date on which the Agreement terminates, or the work is accepted by STA, whichever is earlier. STA's employee shall be deemed to be related to or connected with a Vendor if such STA employee becomes (a) a partner in a general or limited partnership or employee of a partnership, (b) a shareholder, officer, employee or director of a corporation, member, consultant or agent for the Vendor or any of Vendor's affiliates, subsidiaries or connected business. This subparagraph shall survive the termination of this Agreement. This Agreement is not restricted to any geographical area.

Vendor recognizes and acknowledges that STA's employees may receive training and other benefits from the contractual relationship with STA because of STA's assignment of employees to work in connection with Vendor's contract. Vendor agrees the restrictions on soliciting, influencing, enticing or hiring STA employees are reasonable.

1.44 CONTRACT EXECUTION

SIGNED by the Spokane Transit on: \_\_\_\_\_, 20\_\_\_\_.  
(date)

By: \_\_\_\_\_  
E. Susan Meyer  
Chief Executive Officer

SIGNED by the Contractor on: \_\_\_\_\_, 20\_\_\_\_.  
(date)

COMPANY NAME: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Disadvantaged Business Enterprise  
Review and Approval:

ATTEST:

\_\_\_\_\_  
Jacqueline Tjards  
STA DBE Liaison Officer

\_\_\_\_\_  
Janet Watson  
Clerk of the Authority