



REQUEST FOR PROPOSALS 12-005

Transit Technology for Operations Management and Public Information – Intelligent Transportation System

September 21, 2011

Authorized Contact:
Lisa C. Judkins, Purchasing
Williamsburg Area Transit Authority

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7239 Pocahontas Trail
Williamsburg, VA 23185

Proposals due October 25, 2011

**WILLIAMSBURG AREA TRANSIT AUTHORITY
REQUEST FOR SEALED PROPOSALS
Solicitation Number 12-005**

Title: Transit Technology for Operations Management and Public Information – Intelligent Transportation System

Issue Date: September 21, 2011

Due Date: October 25, 2011, at or before 2:00 PM, local time at the WATA Office
7239 Pocahontas Trail, Williamsburg, Virginia 23185

Submit: One (1) original (clearly marked as “Original”) and six (6) copies (clearly marked as “Copy”) for a total of seven (7) and a complete copy on CD ROM in Adobe Acrobat (.pdf) format. Price proposal(s) must be submitted in a separate sealed envelope at the same time, marked “Price Proposal(s) for Response to RFP 12-005”. Offeror’s firm name and address must appear on the outside of the envelope.

Contact: The contact for this RFP is Lisa C. Judkins, Purchasing, Williamsburg Area Transit Authority (WATA). Any questions you may have should be asked at the Pre-Proposal Conference or submitted by e-mail to lisaj@james-city.va.us. The last day for receipt of questions is **October 11, 2011, prior to 4:00 pm** local prevailing time. Answers and responses from WATA shall only be considered binding if in writing and provided by WATA. All questions of a material nature, which affect the nature of the scope of services, and answers provided by WATA, will be posted on WATA’s website, www.goWATA.org.

Non-Mandatory Pre-Proposal Conference: October 4, 2011, 10:00 a.m., Quarterpath Recreation Center, Multipurpose Room 2, 202 Quarterpath Road, Williamsburg, VA 23185. A site visit will be conducted immediately following the Conference, 7239 Pocahontas Trail, Williamsburg, VA 23185.

This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

The Authority reserves the right to cancel this RFP and/or reject any or all proposals and to waive any informalities in any proposal.

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WILLIAMSBURG AREA TRANSIT AUTHORITY

REQUEST FOR SEALED PROPOSALS

Solicitation Number 12-005

Transit Technology for Operations Management and Public Information – Intelligent Transportation System

In compliance with this sealed Request for Proposals and subject to all the conditions thereof, the undersigned, if selected as the Successful Offeror offers to furnish the goods/services requested and certifies he/she has read, understands, and agrees to all terms, conditions and requirements of this proposal and is authorized to contract on behalf of the firm named below. By my signature on this solicitation, I certify that this firm/individual is properly licensed for providing the goods/services specified.

The Undersigned certifies that he/she (they) are the only person (persons) interested in said project and that it is made without connection with other persons submitting a proposal on the same scope of services; that the proposal is made without collusion, fraud, or reservation; that no official or employee of the Owner is directly or indirectly interested in said proposal, or any portion thereof.

PROPRIETARY INFORMATION YES () NO ()

Trade secrets or proprietary information is hereby submitted and identified. Reasons for protection and exclusion from the Virginia Freedom of Information Act (§§ 2.2-3700 et seq.) are set forth below. (Additional sheet may be added if necessary.)

Page Four of Cover Sheet

**WILLIAMSBURG AREA TRANSIT AUTHORITY
REQUEST FOR SEALED PROPOSALS**

Solicitation Number 12-005

Transit Technology for Operations Management and Public Information – Intelligent Transportation System

REQUIRED RESPONSE FORM

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ FAX: _____

Email Address: _____

Federal Tax ID: _____

Business License #: _____

Print Name: _____ Title: _____

Authorized Signature: _____ Date: _____

This form must be signed and submitted in proposal package. All signatures must be original.

Initial to verify receipt:

Addendum #1 Dated _____ Initial _____

Addendum #2 Dated _____ Initial _____

Addendum #3 Dated _____ Initial _____

Addendum #4 Dated _____ Initial _____

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Attachment C – WATA General Terms and Conditions

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Attachment H – Certifications

H.1 Buy America Certification

H.2 Prime Contractor Debarment Certification

H.3 Certification of Restrictions on Lobbying

1. PURPOSE

The purpose of this competitive sealed Request for Proposals (RFP) is for Williamsburg Area Transit Authority (“WATA” or “Authority”) to obtain proposals from qualified vendors to provide an Intelligent Transportation System (ITS) including: Mobile Data Terminals, AVL (automatic vehicle location), Paratransit and Fixed Route Scheduling software, and Installation and Support Services for the ITS. Separate proposals are solicited for the Fixed Route and Paratransit systems. WATA would prefer to select a common vendor for both systems where this is determined to be in its best interest. However, WATA also recognizes that separate specialist vendors may provide a better overall solution and therefore encourages potential Offerors who specialize in only fixed route or paratransit systems to propose on one of these elements.

2. BACKGROUND

In 2006, the Virginia General Assembly approved legislation pursuant to Chapter 68, Title 15.2 of the *Code of Virginia, 1950*, as amended allowing Williamsburg Area Transport to create a Regional Authority with the local jurisdictions it serves. On August 28, 2008, an Authority was approved that includes the Counties of James City and York, the City of Williamsburg and the Colonial Williamsburg Foundation.

The Williamsburg Area Transit Authority provides public transportation for the Virginia Counties of James City, York, and Surry, the City of Williamsburg, the College of William and Mary, and the Historic Triangle Campus of Thomas Nelson Community College. The Authority currently operates 23 fixed route transit buses, three trolleys, two fixed route “body-on-chassis” vehicles, three paratransit “body-on-chassis” vehicles and eight support vehicles. WATA operates 362 days per year with varying service hours by season. Weekly passenger miles average 86,126 for fixed route, 3,243 for trolley, and 562 for paratransit. Weekly ridership averages 19,574 for fixed route, 737 for trolley, and 78 for paratransit.

WATA’s primary office is located at 7239 Pocahontas Trail, Williamsburg, Virginia 23185. This location houses all dispatch and maintenance facilities. WATA’s entire fleet is parked at this location. WATA has transfer stations located at the Williamsburg Outlet Mall, 6401 Richmond Road, Williamsburg, VA 23188, which is the site of its satellite office; and the Williamsburg Transportation Center, 468 North Boundary Street, Williamsburg, VA 23185.

WATA has obtained several grants to deploy technology for improving operations and customer service including American Recovery and Reinvestment Act (ARRA) funds. Approximately \$ 680,000 is available for the initial deployment under this procurement.

3. PROCUREMENT TIMELINE

The following timeline has been established for this procurement, though dates may change. If changes occur, they will be posted on WATA's website, www.goWATA.org. Local prevailing times apply below:

September 21, 2011	RFP Issued by WATA
October 4, 2011, 10:00 am	Non-Mandatory Pre-Proposal Conference
October 11, 2011, 4:00 pm	Final Date for Questions
October 18, 2011	WATA Response to Questions
October 25, 2011, 2:00 pm	PROPOSALS DUE
October 26- November 7, 2011	Initial Review and Evaluation
November 8, 2011	Proposal Presentation Notifications
November 16-18, 2011	Presentations
December 8, 2011	Publish Intent to Award
December 21, 2011, 10:00 am	WATA Recommends Contract Award to its Board of Directors
December 28, 2011	Notice of Award and Execution of Approved Contract
January 3, 2012	Notice to Proceed

4. PRE-PROPOSAL CONFERENCE

A Non-Mandatory Pre-Proposal Conference will be held on **October 4, 2011, at 10:00 a.m.** local prevailing time, in Multipurpose Room 2 at the Quarterpath Recreation Center, 202 Quarterpath Road, Williamsburg, Virginia 23185. During the conference, the meaning and intent of the RFP will be discussed and prospective Offerors may discuss the project with representatives of WATA. Answers to all questions submitted in writing and any changes to the RFP will be by Addenda, which will be emailed to all parties recorded as having received the RFP documents from WATA and will be posted on WATA's website, www.goWATA.org. Prospective Offerors are encouraged to attend the Pre-Proposal Conference.

Offerors planning to attend the Pre-Proposal Conference shall notify Lisa Judkins, Williamsburg Area Transit Authority, via email at lisaj@james-city.va.us prior to 5:00 p.m. on September 30, 2011.

5. DEFINITIONS & ABBREVIATIONS

ADA	Americans with Disabilities Act
ANSI	American National Standards Institute
API	Application Programming Interfaces
APC	Automated Passenger Counters
ASCII	American Standard Code for Information Interchange
ATP	Acceptance Test Procedure
AVA	Automated Vehicle Announcements
AVL	Automatic vehicle location
CAD	Computer Aided Dispatch
CNG	Compressed Natural Gas
Contract or Agreement	Contractual agreement (s) between WATA and the Successful Offeror to perform work as described in this solicitation and the Successful Offeror's proposal. The contractual instruments for this project will be WATA's standard contract, modified as required to conform to this project. WATA will not use a contract prepared by the Successful Offeror.
Contract Administrator	Designated WATA staff responsible for executing and monitoring the Contract, issuing Contract Modifications and Change Orders, and executing Contract Renewals.
Contractor	Party to whom an award is made to perform work under the Contract.

DBE	Disadvantaged Business Enterprise
DST	Daylight Savings Time
ERD	Entity Relationship Diagram
FTA	Federal Transit Administration
Fiscal Year	July 1 through June 30
GIS	Geographic Information System
GPS	Global Positioning System
GTFS	General Transit Feed Specification
GUI	Graphical User Interface
HTML	Hypertext Markup Language
IP 54 Code	Ingress Protection Rating 54
ITS	Intelligent Transportation System
IVR	Integrated Voice Recording
LDAP	Lightweight Directory Access Protocol
Maintenance Facility	Facility located at 7239 Pocahontas Trail, Williamsburg, Virginia 23185.
MDT	Mobile Data Terminal
MTBF	Mean Time Between Failure
NTD	National Transit Database
OBC	On Board Computer
ODBC	Open Database Connectivity
OEM	Original Equipment Manufacturer
Offeror, Proposer	Interested party responding to this solicitation.

OPT	Operability Period Testing
Project Supervisor	Individual designated by Contractor as onsite supervisor, who is responsible for day-to-day operations, communication with WATA's Project Manager and overseeing staff's work performance. (Offeror's position title may differ.)
Project Manager	Designated WATA staff responsible for overseeing day-to-day operations, determining quality of work and authorizing payment of invoices submitted by Contractor. Responsible for communication with Contractor's Project Supervisor.
Revenue Vehicle	Vehicle used to support public transit services.
RIM	Research in Motion Ltd
SA	System Acceptance
SAT	System Acceptance Testing
SDD	System Design Document
Successful Offeror	Party to whom an award is made to perform work under the Contract.
TRD	Test Results Documentation
VMS	Variable Message Sign
WATA/Authority	Williamsburg Area Transit Authority
WCAG	Web Content Accessibility Guidelines
XML	Extensible Markup Language

6. INTERPRETATIONS AND ADDENDA

No oral explanation in regard to the meaning of the RFP documents will be made, and no oral instructions will be given before the award of the work. Should any prospective Proposer be in doubt as to the true meaning of any portion of this Request for

Proposals, or should the Proposer find any ambiguity, inconsistency, or omission therein, the Proposer shall make a written request for an official interpretation or correction.

Any interpretation or correction, as well as any additional RFP provisions that WATA may decide to include, will be made only as official addenda to the RFP, which will be posted on the Authority's website, www.goWATA.org and the receipts of such addenda shall be acknowledged in the Offeror's proposal on the RFP Cover Sheet in the space provided. Any addenda issued by WATA shall become part of the RFP and will be incorporated in the proposal.

All questions shall be in writing and must be received **NO LATER THAN 4:00 p.m. local time on October 11, 2011**. Questions should be submitted to Lisa Judkins by email to lisaj@james-city.va.us. Questions shall be considered accepted only upon acknowledged receipt by Lisa Judkins or designee. Questions submitted other than as described above will not be considered for response by WATA.

7. FAMILIARITY WITH PROPOSED WORK

It is the responsibility of the Offeror, by careful personal examination of the RFP Documents and the Scope of Work, to visit the area of the work to be performed, if that is required; and to satisfy the full scope of services required for the total project. The Offeror should study and carefully correlate the Offeror's knowledge and observations of the RFP Documents and such other related data and to promptly notify WATA of all conflicts, errors, ambiguities, inconsistencies, or discrepancies which the Offeror has discovered in or between the RFP Documents and such other related documents or conditions. Failure to do so shall not relieve the Successful Offeror of its obligation to perform as per the provisions of the resulting contract. The Successful Offeror shall not at any time after the execution of the contract, make any claims whatsoever alleging insufficient data or incorrectly assumed conditions, nor shall it claim any misunderstanding with regard to the nature, conditions or character of the work or services to be provided under the contract.

Exceptions to RFP Stipulations – Exceptions to RFP stipulations, other than those contained in the Requirements Matrix, must be listed separately. Exceptions will be included in the first part of the Offeror's proposal. Exceptions noted must include page (#) reference.

8. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

8.1 Preparation – One (1) original, six (6) copies (7 total) and a complete copy on CD ROM in Adobe Acrobat (.pdf) format of each sealed proposal must be submitted to Williamsburg Area Transit Authority, 7239 Pocahontas Trail, Williamsburg, Virginia, 23185, at or before 2:00 p.m., local prevailing time on

October 25, 2011. The time of receipt shall be determined by the time clock stamp in the Authority's office. Sealed proposals received after the date and time prescribed shall not be considered for contract award and shall be returned, unopened, to the Offeror. Proposals should be clearly marked as **"Response to Request for Proposals 12-005 Transit Technology for Operations Management and Public Information – Intelligent Transportation System."** **Price proposal(s) must be submitted in a separate *sealed* envelope at the same time, marked "Price Proposal for Response to RFP 12-005." Offeror's firm name and address must appear on the outside of the envelope. Price proposal shall use the form provided in Attachment G.**

As this RFP contains both fixed route and paratransit system components, Offerors are invited to submit a complete and separate proposal for one or both of the following options (WATA may opt to award contracts for either of these options, and potentially to different Offerors):

- Option A: Provide Fixed Route System Only
- Option B: Provide Paratransit System Only

Combined proposals will not be accepted.

It is the Offeror's responsibility to clearly identify and to describe the products and services being offered in response to the RFP. An official authorized to bind the Offeror to the proposal's provisions must sign the proposal in ink. Failure to submit all of the information requested may result in WATA requiring prompt submission of missing information and/or giving a lower evaluation of the proposal. Proposals that are substantially incomplete or lack key information may be rejected.

Each proposal must remain valid for at least one hundred twenty days (120) from the due date of proposals to this RFP.

Offerors are cautioned that organization of their response, as well as the thoroughness, is critical to the evaluation process. Proposals should be prepared on 8 ½ by 11 inch paper and bound in a 3-ring binder. Proposals should be prepared simply and economically, providing a straightforward, organized and concise description of the Offeror's ability to meet the requirements of this RFP. The number of pages should be kept to a minimum and shall not exceed 75 pages (exclusive of required forms, resumes, data sheets and Requirements Matrix). Fancy binding, colored displays, excess promotional materials, etc. are not desired. Emphasis should be on completeness and clarity of content. Oral proposals, those transmitted by facsimile or those received after the submission date shall not be accepted.

Proposals should be organized in the same sequence order of the RFP and should refer to the RFP section by section. All pages of the proposal should be numbered. Each paragraph of the proposal should reference the paragraph number of the corresponding section of the RFP.

Proposals shall contain a Table of Contents which cross references the RFP requirements. Proposals not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed in the proposal. Proposals shall be prepared and presented in the order listed below, and presented in a way so that each item below is tabbed or contains a section heading indicating the following:

8.1.1 Experience of the Firm and Assigned Personnel – Offeror should provide a brief description of the firm’s experience with particular emphasis on similar projects as those outlined in this RFP. Experience claimed should be current and relevant. Offeror should not include claims of firm experience accomplished by person(s) no longer associated with the firm. Offeror should list names, telephone numbers and email addresses for contact persons for a minimum of four (4) projects.

8.1.2 Qualifications of Personnel to be Assigned to the Project – This section should clearly identify all disciplines (including sub-consultants/contractors) and personnel to be assigned to the project. The proposal should contain names and brief resumes outlining technical qualifications and recent completion of current relevant training, and what each person will do on the project and the specific experience for that role. Provide the name and resume of the Project Supervisor (Offeror’s position title may differ).

Sub-consultants/contractors proposed as part of the project team shall be active participants in all phases of work related to their discipline from beginning to end. The Contractor shall be responsible to WATA for the work of all associates, and sub-consultants/contractors, whether or not they are employees of the Contractor. Proposers shall state in writing any and all subcontractors to be associated with this contract, including the type of work to be performed.

8.1.3 Provide a legible copy of all current applicable licenses and certifications.

8.1.4 Provide at least three (3) current references (last three years) for contracts of similar type and complexity, and a brief summary of the

work performed along with the role of the proposed Project Supervisor and the project costs for those references including firm name, point of contract, address, telephone/fax numbers, and email address.

8.1.5 DBE Participation. The Offeror is encouraged to utilize DBE contractors to assist WATA in meeting its overall DBE goals. Offerors shall identify use of DBE contractors, their specific roles and the estimated value of their contracts.

8.1.6 Provide a Project Methodology and Work Plan, including:

- a. Understanding of project requirements
- b. Development and Implementation plan including schedule
- c. Testing Plan, Quality Assurance, Project Management and Administrative Functions

8.1.7 System Solution providing a description of the proposed system and capabilities, including:

- a. System hardware
- b. System software and functionality
- c. Proposed system architecture
- d. Added value functionality beyond requirements (if proposed)

Offerors may provide product data sheets in an Appendix; however evaluation of the technical proposal and any resulting contract will be based on the written proposal and Requirements Matrix.

The system solution section shall provide a complete description of the system being offered to meet the requirements in the Service Provisions and Scope of Work in Section 19 and Attachment A. In addition, this section of the proposal shall include (itemized within the “system solution” section of the proposal) a detailed response to the following items as relevant to the system being proposed (fixed route or paratransit):

ID. No.	Detailed Proposal Data Requirements	Requirements Section
1.	Alarm configuration options for unusual situations	3.1.1.7, 3.1.2.11
2.	Techniques and methods used within each tier of the system to ensure that the data is not lost or corrupted during transfer	3.1.1.15
3.	Strategy used for data backup and recovery for the entire	3.1.1.21

	system	
4.	Proposed central system design whether hosted remotely (Software as a Service) or installed at WATA. If a hosted solution is proposed, provide details including: <ul style="list-style-type: none"> • Access reliability and uptime guarantees • Bandwidth requirement • Number of users supported • Configuration limitations identifying what options must be handled by Contractor rather than by WATA. • Any related cost must be clearly identified as part of the ongoing costs identified in the price proposal 	3.1.1.27
5.	Quantities and specifications for the hardware that WATA needs to purchase (e.g. workstations, supervisor laptops, etc.)	3.1.1.26
6.	General and module specific reporting packages offered and a sample report extract providing details of the different fields available	3.1.2.13, 4.1.1.4, 4.1.2.6
7.	Custom report capabilities offered	3.1.2.13.3
8.	Operator information display used to provide information to the operators during sign in	4.1.2.5.10
9.	Remote access client, capabilities and limitations	3.1.2.1.10
10.	Prediction algorithm and handling of the exception conditions, start and end points of the route, bus interlining, etc.	3.1.4.2
11.	Calibration process and time for the prediction algorithms	3.1.4.4
12.	Method(s) used to output real-time travel information	3.1.6.1
13.	Standard(s) used for real-time data feed compliance	3.1.6.1
14.	Cellular data carrier services specifications for mobile communications	3.1.7
15.	IVR structure and the proposed call menu	4.1.3
16.	VMS management software module capabilities offered	4.1.5
17.	The expected WATA Operations and Maintenance activities and level of effort for ongoing operations,	12

	preventive maintenance and schedule updates.	
18.	The vendors proposing both the fixed route and the paratransit system should provide a section describing the potential advantages of using the same Contractor for both and identifying the opportunities for integrating the two systems.	

8.1.8 Provide a completed Requirements Matrix section relevant to the system being proposed (fixed route or paratransit) as specified in Attachment A.

8.1.9 Provide a listing indicating failure to meet or exception to the requirements identified in this RFP. Exceptions to requirements listed in the Requirements Matrix need not be repeated in this section. If no exceptions are noted or taken, the stated descriptions and requirements contained in this RFP will be considered a binding part of any contract.

8.1.10 Provide a copy of the firm’s latest audited financial statement along with a copy of the firm’s latest Dunn and Bradstreet report.

8.2 Additional Information Requests – To demonstrate qualification for the project, each Offeror must be prepared to submit further written satisfactory evidence to demonstrate competence and qualifications to do the work proposed, addressing areas such as experience, resources (material, personnel, etc.), and financial capability.

WATA may make such investigations as it deems necessary to determine the suitability of the Offeror to perform the work. WATA’s decision or judgment in these matters shall be final, conclusive and binding on Offerors.

9. POLICY REGARDING CONTACT AFTER ISSUANCE OF REQUEST FOR PROPOSALS

After the date established for issuance of the Request for Proposals by WATA, any contact, in regard to the proposal initiated by any Offeror with any WATA staff, other than the assigned WATA Authorized Contact, is expressly prohibited. Any unauthorized contact may be deemed grounds for disqualification of any Offeror from further review.

All questions regarding this RFP must be directed in writing to Lisa Judkins, Williamsburg Area Transit Authority, via email at lisaj@james-city.va.us. Questions shall be considered accepted only upon acknowledged receipt by Lisa Judkins or designee. All questions that are pertinent to the project will be answered in the form of Addenda and posted on WATA’s website, www.goWATA.org.

10. ORAL PRESENTATION

Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal. This will provide an opportunity for Offerors to clarify or elaborate on their proposals, qualifications, past experience, and price proposal. This is a fact-finding and explanation session only and does not include negotiation. WATA will schedule the time and location of these presentations. Oral presentations are an option of WATA and may not necessarily be included in the evaluation process.

11. REFERENCES

References may be contacted at the discretion of WATA. WATA reserves the right to contact entities in addition to those furnished in the proposal. The Offeror shall furnish all such information and data as may be requested for this purpose.

12. EVALUATION CRITERIA AND SELECTION PROCESS

An Evaluation Committee (the "Committee") shall review the proposals and assign a rating based on the criteria listed below. The initial evaluation is to determine which, if any, firms are to be interviewed.

Once each member of the Committee has rated each proposal and completed a proposal evaluation matrix form, a composite rating is developed which indicates the group's collective ranking of the highest rated proposals in a descending order. Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the evaluation factors included in the RFP, including price, if so stated in the RFP. The Committee may conduct interviews with the top ranked firms. Offerors so selected will be given an opportunity to orally present their qualifications and project technical approaches, and to respond to questions posed by the Committee members.

The following criteria, in no particular order, will be used to evaluate proposals:

- i.** System solution and response to requirements.
- ii.** Qualifications, experience and anticipated availability of staff to be assigned to project.
- iii.** Corporate qualifications and experience.
- iv.** Proposed pricing for both core and enhanced components.
- v.** Offeror's implementation approach to project.
- vi.** Inclusion of work performed by Disadvantaged Business Enterprise (DBE) as defined by the Federal Transit Administration.
- vii.** Financial stability of Offeror.

Negotiations shall be conducted with the selected Offerors. Price shall be considered, but need not be the sole determining factor. WATA reserves the right to award to other than the lowest Offeror. After negotiations have been conducted with each Offeror so selected, WATA shall select the Offeror(s) which, in WATA's opinion, have made the best proposal(s), and shall award contract(s) to those Offeror(s).

WATA may cancel this RFP or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason(s) why a particular proposal was not deemed to be the most advantageous. Should WATA determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated.

13. AWARD OF CONTRACT

13.1 The Contract will be awarded to those responsible Offeror(s) whose proposal(s), conforming to this solicitation, will be most advantageous to the Authority according to the criteria outlined herein. The Authority reserves the right to accept or reject any or all proposals and waive informalities and minor irregularities in proposals received.

13.2 Notification of Award will be issued in writing by WATA. Upon notification, the Successful Offeror(s) shall submit to WATA's purchasing representative all required insurance certificates (if required) and such other documentation as may be requested or required hereunder. Upon their receipt and subsequent approval by WATA, the purchasing representative will forward to the Successful Offeror(s) a written **NOTICE TO PROCEED**. Work shall **NOT** be started until such **NOTICE TO PROCEED** is received by the Successful Offeror(s).

13.3 Unilateral changes in proposal prices by the Offeror shall not be allowed. However, WATA, at its sole option, reserves the right to negotiate with Offerors.

14. CONTRACTUAL AGREEMENT

A Contract shall be issued to the Successful Offeror(s). The initial term of the agreement shall cover deployment and up to **3** years total in duration beyond Final System Acceptance, depending upon the warranty and operations support period selected, commencing **January 3, 2012**. WATA may elect to exercise successive one-year options, one year at a time to a maximum contract duration of ten (10) years.

The negotiated fee schedule based on the Scope of Services, and the specifications, terms and conditions herein and other terms and conditions mutually agreeable to the

parties, together with the Request for Proposals and all modifications thereto, shall be incorporated into the **Sample Contract, Attachment D**, along with the RFP and all modifications thereto by reference. Any concerns regarding the Sample Contract or other non-technical terms and conditions shall be addressed within the proposal response.

Termination of the Contract shall be as described in the **General Terms and Conditions, Attachment C**. At its sole discretion, WATA may cancel the Contract for cause (chronic unacceptable performance) as provided for in the contractual agreement.

The Offeror shall inform itself in full of the conditions relating to the performance of the Contract. Any questions regarding the contract template, terms and conditions shall be included in the Offeror's proposal. Failure to do so shall not relieve the Successful Offeror of its obligation to furnish the scope of work outlined in the RFP and the resulting contract.

15. CHANGES AND/OR CONTRACT MODIFICATIONS

Changes can be made to the contract in any one of the following ways:

- 15.1** WATA may order changes within the general scope of the contract at any time by written notice (via Contract Change Order) to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, etc. The Contractor shall comply with the Change Order upon request. The Contractor shall be compensated for any additional costs incurred as a result of such order and shall give WATA a credit for any savings. Said compensation shall be determined by mutual agreement between the parties in writing.
- 15.2** The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as part of their written agreement to modify the scope of the contract.

16. COST LIABILITY

WATA assumes no responsibility or liability for costs incurred by the Offeror prior to the execution of the Contract. Total liability of WATA is limited to the terms and conditions outlined in the Special Terms and Conditions, included in Section 25 of this RFP.

17. LAWS, ORDINANCES AND REGULATIONS

The Contractor shall keep itself fully informed of all local, state and federal laws, ordinances and regulations in any manner affecting those engaged or employed in the work and the equipment used. The Contractor and/or employees shall, at all times, serve and comply with such laws, ordinances and regulations.

Any permits, licenses, certificates or fees required for the performance of the work shall be obtained and paid for by the Contractor.

The resultant Contract shall be governed by the laws of the Commonwealth of Virginia.

18. SCHEDULE

WATA desires to begin operation and acceptance testing of the new system by May 2012. The proposals submitted shall use this schedule as a guide to further define an appropriate schedule in accordance with the requirements and the scope of services defined in Section 19 and Attachment A. The final schedule will be negotiated based on the final scope of work and work plan agreed to by WATA and the selected Contractor.

19. SERVICE PROVISION AND SCOPE OF WORK

The purpose of this procurement is to retain the services of a qualified Contractor(s) to design, deliver and support transit technology systems for WATA's fixed route and paratransit operations. Attachment A provides a comprehensive description of the required scope of services, functional technical and administrative requirements for this project including a functional requirements matrix.

Attachment A also identifies the desired basic and enhanced requirements. As part of the initial procurement WATA desires to implement the basic features and selected enhanced features in order to obtain the best value systems to address WATA needs. WATA prefers to select Contractor(s) that are able to provide all the enhanced features as well as the basic features. However, WATA will give due consideration to Offerors that are unable to supply all enhanced capabilities.

20. STANDARD OF PERFORMANCE

20.1 The Contractor guarantees to perform the services rendered herein in accordance with the accepted standards of the industry or industries concerned herein, except that if the specifications call for higher standards, then such higher standards shall be provided.

20.2 Upon notice by WATA of the Contractor's failure to comply with such standards or to otherwise be in default of this contract in any manner following the Notice

to Proceed, the Contractor shall immediately remedy said defective performance in a manner acceptable to WATA. Should the Contractor fail to immediately correct said defective performance, said failure shall be considered a breach of the contract and grounds for termination of the same by WATA.

20.3 In the event of any breach of this contract by the Contractor, the Contractor shall pay any cost to WATA caused by said breach including but not limited to the replacement cost of such services with another Contractor.

20.4 WATA reserves the right to withhold any or all payments until any defects in performance have been satisfactorily corrected.

20.5 In the event the Contractor is in breach of this contract in any manner, and such breach has not been satisfactorily corrected, WATA may bar the Contractor from being awarded any future WATA contracts.

20.6 Concerns – WATA shall cooperate with the Contractor to fully explore any concerns regarding performance. In its evaluation of corrective actions, WATA may request the Contractor's to provide the following depending the nature and severity of unacceptable performance:

- a. A verbal explanation to the Project Manager for corrective action by a date determined by WATA.
- b. A written report with corrective action to the Project Manger by a date determined by WATA.

Persistent failure to meet performance expectations as provided in the Contract may lead to the termination of this contract for cause.

21. DELIVERY AND STORAGE

It shall be the responsibility of the Contractor to make all arrangements for delivery, unloading, receiving, and storing materials. WATA will not assume any responsibility for receiving these shipments. The Contractor shall check with WATA's Project Manager and make necessary arrangements for security and storage space if required.

22. OMISSIONS

The Contractor shall be responsible for all other functions necessary for the safe, reliable, and efficient operation of the service that are not specifically discussed herein.

23. METHOD OF PAYMENT

Progress payments for this contract will be made on a lump sum basis corresponding to WATA approval of the successful completion of project milestones. The anticipated milestone schedule will be negotiated with the successful Offeror(s) and will be based on the following:

- Design documentation approved by WATA – 20% of deployment cost
- Sample Vehicle Demonstration testing approved by WATA – 20% of deployment cost
- System installed on all vehicles (WATA approves start of System Acceptance Test) – 30% of deployment cost
- System Acceptance and all training completed and approved by WATA – 30% of deployment cost
- Initial warranty/operations period completed according to requirements for each year of service – 100% of warranty, operations and maintenance costs at completion of each year.

The Contractor's fees may be subject to audit and certification by agencies of the Commonwealth prior to Notice to Proceed. Offerors should be prepared to provide detailed cost information if they are selected for negotiation.

24. GENERAL TERMS AND CONDITIONS

WATA General Terms and Conditions shall apply. See *Attachment C*.

25. SPECIAL TERMS AND CONDITIONS

The following Special Terms and Conditions apply to this RFP, and by submitting its proposal, the Offeror agrees to them without exception, unless otherwise documented in its proposal according to Section 8.1.9 of this RFP:

- 25.1** Neither this RFP nor WATA's consideration of any proposal shall create any contract, express or implied or any contractual obligation by WATA to any Offeror, or any other obligation by WATA to any Offeror. WATA makes no promise, express or implied, regarding whether it will enter into a Comprehensive Agreement with any Offeror or regarding the manner in which it will consider proposals. WATA will only be bound by the terms of any contract or agreement into which it enters should it choose to enter into any such contract or agreements.
- 25.2** WATA will not be responsible for any expenses incurred by an Offeror in preparing and submitting a proposal, or in engaging in oral presentations, discussions, or negotiations with WATA.
- 25.3** Offerors who submit a proposal in response to this RFP may be required to make an oral presentation or oral presentations of their proposals to WATA at the

Offerors' own expense. WATA may request the presence of the Offerors' representatives from their staff at these presentations. WATA will schedule the time and location for these presentations. By submitting its proposal, the Offeror agrees to make these representatives reasonably available in James City County, Virginia.

- 25.4** WATA reserves the right to waive any informality with respect to any proposal submitted in response to this RFP.
- 25.5** Generally, proposal documents submitted to public bodies, such as WATA, by private entities are subject to the Virginia Freedom of Information Act ("FOIA"). In accordance with Va. Code § 2.2-3700, et seq., such documents are releasable if requested, except to the extent that they relate to confidential proprietary information submitted to the responsible public entity under a promise of confidentiality or (ii) memoranda, working papers or other records related to proposals if making public such records would adversely affect the financial interest of the public or private entity or the bargaining position of either party. In order for Offerors to exclude confidential proprietary information from public release, Offerors must (i) invoke such exclusion upon submission of the data or other materials for which protection from disclosure is sought, (ii) identify the data or other materials for which protection is sought, and (iii) state the reasons why protection is necessary. The Offeror must also mark each page of information for which protection is sought with the legend - "Confidential Proprietary Information-Exempt from FOIA Release." Offerors may not mark their entire proposal as proprietary and must be able to justify why sections are thusly marked.
- 25.6** WATA reserves the right to reject any and all proposals without explanation.
- 25.7** The provisions of Virginia Code § 2.2-4310 are applicable to this RFP. WATA will not discriminate against an Offeror because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment.
- 25.8** WATA, a public body, does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1.
- 25.9** All firms and personnel providing goods/services as a result of this solicitation shall be properly licensed by the Commonwealth of Virginia.
- 25.10 BID/PROPOSAL PROTEST PROCEDURES**
- a. General – Protests may be made by prospective bidders or proposers whose direct economic interest would be affected by award of a contract or by failure to award a contract. WATA will consider all protests requested in a timely manner regarding the award of a contract, whether submitted before or after an award. All protests are to be submitted in writing to: Williamsburg Area Transit Authority, Attention: Executive Director, 7239

Pocahontas Trail, Williamsburg, VA 23185. Protest submissions should be concise, logically arranged, and clearly state the grounds for protest. A protest must include the following:

- i. name, address, and telephone number of protester,
- ii. identification of contract solicitation number,
- iii. a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents, and
- iv. a statement as to what relief is requested.

Protests must be submitted to WATA in accordance with these procedures and time requirements, must be complete and contain all issues that the protester believes relevant.

In the procedures outlined below, the Executive Director is considered to be the Contracting Officer.

- b. Protests Before Bid/Proposal Opening – Bid/Proposal protests alleging restrictive specifications or improprieties which are apparent prior to bid opening or receipt of proposals must be submitted in writing to the Contracting Officer at the address above and must be received at least ten (10) days prior to bid opening or closing date for receipt of bids or proposals. If the written protest is not received by the time specified, bids or proposals may be received and award made in the normal manner unless the Contracting Officer determines that remedial action is required. Oral protests not followed up by a written protest will be disregarded. The Contracting Officer may request additional information from the appealing party and information or response from other bidders, which shall be submitted to the Contracting Officer not less than ten (10) days after the date of WATA's request. So far as practicable, appeals will be decided based on the written appeal, information and written response submitted by the appealing party and other bidders. In failure of any party to timely respond to a request for information, it may be deemed by WATA that such party does not desire to participate in the proceeding, does not contest the matter, or does not desire to submit a response, and in such a case, the protest will proceed and will not be delayed due to the lack of a response. Upon receipt and review of written submissions and any independent evaluation deemed appropriate by WATA, the Contracting Officer shall either (a) render a decision, or (b) at the sole election of the Contracting Officer, conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions and facts, documents, justification and technical information in support thereof. Parties may, but are not required to, be represented by counsel at the informal hearing, which will not be subject to formal rules of evidence or procedures. Following the informal hearing, if one is held, the Contracting Officer will render a decision, which

shall be final, and notify all interested parties thereof in writing no later than ten (10) days from the date of informal hearing.

- c. Protests After Opening/Prior to Award – Bid/Proposal protests against the making of an award by WATA must be submitted in writing to the Contracting Officer and received within ten (10) days of the award by WATA. Notice of the protest and the basis therefore will be given to all bidders or proposers. In addition, when a protest against the making of an award by WATA is received and it is determined to withhold the award pending disposition of the protest, the bidders and proposers whose bids or proposals might become eligible for award shall be requested, before expiration of the time for acceptance, to extend or to withdraw the bid. Where a written protest against the making of an award is received in the time period specified, award will not be made prior to ten (10) days after resolution of the protest unless WATA determines that:
 - i. the items to be purchased are urgently required
 - ii. delivery or performance will be unduly delayed by failure to make award promptly, or
 - iii. failure to make award will otherwise cause undue harm to WATA or the federal government.
- d. Protests After Award – In instances where the award has been made, the Contractor shall be furnished with the notice of protest and the basis therefore. If the Contractor has not executed the contract as of the date the protest is received by WATA, the execution of the contract will not be made prior to ten (10) days after resolution of the protest unless WATA determines that:
 - i. the items to be purchased are urgently required
 - ii. delivery or performance will be unduly delayed by failure to make award promptly, or
 - iii. failure to make award will otherwise cause undue harm to WATA or the federal government.
- e. Protests to Federal Transit Administration (FTA) – Under certain limited circumstances, an interested party may protest to the FTA the award of a contract pursuant to an FTA grant. FTA’s review of any such protest will be limited to:
 - i. alleged failure by WATA to have written protest procedures or alleged failure to follow such procedures, or
 - ii. alleged violations of specific federal requirement that provides an applicable complaint procedure shall be submitted and processed in accordance with that federal regulation.

Protestors shall file a protest with FTA not later than five (5) working days after a final decision of WATA's Contracting Officer is rendered under WATA's protest procedure. In instances where the protestor alleges that WATA failed to make a final determination on the protest, the protestor shall file a complaint with FTA no later than five (5) federal working days after the protestor knew or should have known of WATA's failure to render a final determination in the protest.

- f. Submission of Protest to FTA – Protests submitted to FTA should be submitted to the FTA Region III Office in Philadelphia, Pennsylvania with a concurrent copy to WATA. The protest filed with FTA shall:
 - i. include the name and address of the protestor
 - ii. identify the WATA project number and the number of the contract solicitation
 - iii. contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to follow WATA's protest procedures, or the alleged failure to have procedures, and be fully supported to the extent possible
 - iv. include a copy of the local protest filed with WATA and a copy of the WATA decision, if any.

25.11 Prime Offeror Responsibilities

The Offeror(s) awarded the resulting contract(s) is required to assume sole responsibility for the complete delivery of the respective services required by the RFP and Contract Documents. The said Offeror(s) shall be the sole point of contact with regard to contractual matters.

25.12 Independent Offeror

The Offeror shall be an independent, duly licensed and/or certified Offeror and possess the staff, experience, equipment, and abilities to successfully provide all needed services. The Offeror, and all employees and agents of the Offeror, shall fully comply with all Local, State and Federal laws and/or mandates applicable to the Services to be provided under this RFP.

At all times the Contractor, any of its employees, or its subcontractors, and their subsequent employees shall be considered independent Contractors and not as WATA employees. The Contractor shall exercise all supervisory control and general control over all workers' duties, payment of wages to Contractor's employees and the right to hire, fire and discipline its employees and workers. As an independent Contractor, payment under this contract shall not be subject to any withholding for tax, social security or other purposes, nor shall the Contractor or its employees be entitled to WATA-paid sick leave, pension benefit, vacation, medical benefits, life insurance or workers' unemployment compensation or the like.

25.13 Availability of Funds

It is understood and agreed between the parties herein that WATA shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

25.14 Audit

WATA, its designee, authorized agents and/or state and federal auditors shall be entitled to audit all of the Contractor's records, and shall be allowed to interview any of the Contractor's employees, throughout the term of this contract and for a period of five (5) years after final payment or longer if required by law to the extent necessary to adequately permit evaluation and verification of:

- a. Contractor's compliance with contract requirements,
- b. Compliance with provisions for pricing change orders, invoices or claims submitted by the Contractor or any of its payees. WATA shall have full access to and the right to examine the books and records for this project.

25.15 Assignment of Contractor or Contract Funds

The successful Offeror may not assign, transfer, convey or otherwise dispose of any or all its rights, title or interest in the contract, without the prior written consent of WATA or its authorized representatives.

25.16 Trade Secrets and Proprietary Information

Ownership of all data, materials and documentation originated and prepared for WATA pursuant to the RFP will belong exclusively to WATA and be subject to public inspection in accordance with the Virginia Freedom of Information Act (FOIA). Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia FOIA; however, the Offeror must invoke the protections of Section 2.2-3700 of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. WATA reserves the right to ask for additional clarification prior to establishing protection. See Section 25.5 Special Terms and Conditions for additional information regarding FOIA. **Please sign the acknowledgment on the RFP Cover page.**

25.17 Applicable Law and Courts

Any contract resulting from this solicitation shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without giving effect to Virginia's conflicts of law provisions. Any litigation with respect to this Agreement shall be brought in a court whose jurisdiction includes the City of Williamsburg and the County of James City, Virginia. The Contractor shall comply with applicable federal, state and local laws and regulations.

25.18 Insurance

Contractor insurance requirements as follows:

25.18.1 The Contractor shall maintain at its own cost and shall require any subcontractor it may engage to maintain at all times while performing under the terms of the Agreement at a minimum the insurance coverage set forth below with companies licensed to conduct business in the Commonwealth of Virginia with an AM Best rating of A or higher and satisfactory to WATA. The Contractor further agrees that all limits will be made available which are excess of the amounts below:

a. **Workers Compensation and Employers Liability**

Covering all persons engaged in work under this contract to the full statutory limits stipulated in the Virginia Workers' Compensation Act (*Code of Virginia, § 65.2*).

Coverage A - Statutory

Coverage B - \$100,000/\$500,000/\$100,000

A broad form of all states endorsement should be attached.

b. **Commercial General Liability Including Contractual and Completed Operations**

Limit of Liability \$1,000,000 per Occurrence

Commercial Auto Liability Including Hired and Non-Owned Car Liability Coverage

Limit of Liability: \$1,000,000 per occurrence

c. **Product Liability**

Limit of Liability: \$1,000,000 per occurrence

d. **Professional Liability – Liability for Errors and Omissions in the Performance of the Contract**

Limit of Liability: \$1,000,000 per occurrence

e. **Excess Liability**

Contractors have the option of meeting the insurance requirements above with a single primary policy or by providing evidence of an excess policy that, in addition to the primary policy, provides the coverage and meets the limit requirements of the coverage as specified in a), b), c), d), and e), and so states in the excess policy.

f. **Self-Insured Retentions, Deductibles and Aggregate Limits:**

All self-insured retentions, deductibles and aggregate limits on any required insurance must be disclosed and approved by WATA.

25.18.2 The Contractor shall instruct its insurance representative to provide WATA, as herein before required, satisfactory proof of acceptable insurance coverage within ten (10) working days of Notice to Award. Such proof shall, unless otherwise required by WATA, consist of the following:

- a. Certificates of insurance on the insurance carrier's standard form indicating all policies outlined above. Contractor shall notify WATA immediately if Contractor receives notification of non-renewal or cancellation.

25.18.3 WATA shall be named as an Additional Insured on a primary basis with respect to all liability policies herein. Address on said endorsements shall be as indicated in the Agreement. WATA insurance coverage shall not contribute any loss payment insured under the Contractor's Commercial General Liability policy. Contractor shall instruct its insurance representative to provide WATA with a copy of the additional insured endorsement.

25.18.4 **INDEMNIFICATION**

The Contractor hereby binds himself and his successors to indemnify, defend, and save harmless WATA, its subsidiaries, and its respective officers, directors, trustees, agents and employees, from all suits and actions of every name and description brought against it or them, and all costs or damages to which it or they may be put, on account of, or by reason of any injury or alleged injury to the person or property of another, resulting from or on account of the negligent acts, errors or omissions, recklessness or intentionally wrongful conduct of the Contractor, its employees, agents and representatives in the performance of the contract; and that the whole or so much of the moneys due to the Contractor under and by virtue of this Contract, as such or may be considered necessary by WATA, shall and may be retained until all such suits and claims for damages as aforesaid shall have been settled, and evidence to that effect furnished to the satisfaction of WATA. The said Contractor further agrees to indemnify and save harmless WATA, its subsidiaries, and its respective officers, directors, trustees, agents and employees against any and all claims, suits or demands that may accrue to, be suffered by, or adjudicated against it by reason of any injury sustained by any of the Contractor's employees in and about the said work, under and pursuant to the provisions of the Workman's Compensation Law or any amendments thereto, and the Contractor shall produce certificates or other satisfactory evidence of ample protection against such liability.

25.19 **CIVIL RIGHTS REQUIREMENTS**

29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 12132, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.

25.19.1 Compliance with Regulations

The Contractor shall comply with the regulations relative to non-discrimination in federal programs of the Department of Transportation (hereinafter referred to as “Regulations”), which are incorporated by reference and made a part of this contract.

25.19.2 Nondiscrimination

In accordance with Title VI, 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; 42 U.S.C. § 12132; and Federal Transit law at 49 U.S.C. §5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

25.19.3 Equal Employment Opportunity

The following equal employment opportunity requirements apply to the underlying Contract:

a. Race, Color, Creed, National Origin, Sex

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

recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

b. **Age**

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

c. **Disabilities**

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

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

25.19.5 In accordance with the Code of Virginia, the Contractor agrees to not discriminate against any employee or applicant because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices, setting forth the provisions of this nondiscrimination clause. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purposes of meeting the requirement of this section.

25.20 Nondiscrimination Under Federal Grants

No otherwise qualified handicapped individual in the United States, as defined in Section 7(6), shall solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination

under any program or activity receiving Federal financial assistance.

25.21 Access Requirements for Individuals with Disabilities

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

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F;
- (9) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609;
- (10) The standards (<http://www.usdoj.gov/crt/508/508home.html>) promulgated by the federal government under Section 508 for accessible electronic information; and

(11) Any implementing requirements FTA may issue.

25.22 Access to Records and Reports

49 U.S.C. § 5325, 49 CFR 18.36(i), 49 CFR 633.17

The following access to records requirements apply to this Contract:

- 25.22.1** Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- 25.22.2** The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 25.22.3** The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than five (5) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).
- 25.22.4** FTA does not require the inclusion of these requirements in subcontracts.

25.23 Changes to Federal Requirements

49 CFR Part 18

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Williamsburg Area Transit Authority and FTA, as they may be amended or promulgated from time to time

during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

25.24 No Obligation by the Federal Government to Third Parties

25.24.1 The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

25.25 Termination

49 U.S.C. Part 18, FTA Circular 4220.1F

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

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

If it is later determined by WATA that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood,

events which are not the fault of or are beyond the control of the Contractor, WATA, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

25.25.3 Opportunity to Cure (General Provision) WATA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If the Contractor fails to remedy to WATA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from WATA setting forth the nature of said breach or default, WATA 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 WATA from also pursuing all available remedies against the Contractor and its sureties for said breach or default.

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

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

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

25.26 Legal Requirements

The Contractor shall comply with all applicable Federal, state and local regulations. These shall include, but not be limited to Federal ADA as well as state and local accessibility, safety and security requirements. Local regulations

are defined as those below the state level.

In the event of any conflict between the requirements of this Specification and any applicable legal requirements, the legal requirements shall prevail. Technical requirements that exceed the legal requirements are not considered to conflict.

25.27 Incorporation of Federal Transit Administration (FTA) Terms

FTA Circular 4220.1F

“Special Terms and Conditions”, includes, in part, certain standard terms and conditions required by US DOT, whether or not expressly set forth in the Contract provisions. All contractual provisions required by US DOT, as set forth in FTA Circular 4220.1F, 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 WATA requests which would cause WATA to be in violation of the FTA terms and conditions.

25.28 Contracts Involving Federal Privacy Act Requirements

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

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

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

25.29 Resolution of Disputes, Breaches, or Other Litigation

49 CFR Part 18, FTA Circular 4220.1F

25.29.1 Disputes – Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in

writing by the Executive Director for WATA. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Executive Director. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision.

25.29.2 Performance During Dispute – Unless otherwise directed by WATA, the Contractor shall continue performance under this Contract while matters in dispute are being resolved. Any contractual disputes shall be made in accordance with WATA’s General Terms and Conditions (**Attachment C**). Item Number 69. Disputes, page 8.

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

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

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

25.30 Disadvantaged Business Enterprise (DBE)

49 CFR Part 26

25.30.1 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 is a material

breach of this contract, which may result in the termination of this contract or such other remedy, as WATA deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

25.30.2 The Federal Fiscal Year goal has been set by WATA in an attempt to match projected procurements with available qualified disadvantaged businesses. WATA's goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established by WATA as set forth by the Department of Transportation Regulations 49 CFR Part 26, February 2, 1999, and are considered pertinent to any contract resulting from this request for proposals.

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

(a) Policy – It is the policy of the Department of Transportation and WATA that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Contract.

The Contractor agrees to ensure DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in whole or in part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts.

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

(b) DBE obligation – The Contractor and its subcontractors agree to ensure that all disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and

subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.

- (c) Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, WATA may declare the Contractor noncompliant and in breach of contract.
- (d) The Contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with WATA's DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of WATA and will be submitted to WATA upon request.
- (e) WATA will provide affirmative assistance as may be reasonable and necessary to assist the prime contractor in implementing its programs for DBE participation.

The assistance may include the following upon request:

- * Identification of qualified DBE
- * Available listing of Minority Assistance Agencies
- * Holding bid conferences to emphasize requirements

25.31 Energy Conservation

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

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

25.32 Clean Air

42 U.S.C. § 7401 et seq., 40 CFR 15.61, 49 CFR Part 18

25.32.1 The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to WATA and understands and agrees that WATA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

25.32.2 The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with

Federal assistance provided by FTA.

25.33 Buy America Provision: Steel, Iron or Manufactured Products

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

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 microcomputer equipment and software (See Appendix A to 49 CFR 661.7 for the entire text and scope of the general waivers).

The Bidder or Offeror must submit to WATA the appropriate Buy America Certification (Attachment H.1 “Buy America - Steel, Iron and Manufactured Products”) with all bids and proposals on FTA-funded contracts for steel, iron or manufactured products, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America Certification must be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

25.34 Recycled Products

42 U.S.C. 6962, 40 CFR Part 247, Executive Order 12873

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 USC 6962), including but not limited to the regulatory provision 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.

25.35 Lobbying

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

forwarded from tier to tier up to the Williamsburg Area Transit Authority. **Each Offeror shall complete and return the attached Certification Regarding Lobbying Pursuant to 49 CFR Part 20 form. (Attachment H.3)**

25.36 Contract Work Hours and Safety Standards Act

25.36.1 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 workweek in which he or she is employed on such work to work in excess of forty hours in such workweek 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 workweek.

25.36.2 Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph 25.35.1 of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and sub-contractor shall be liable to the United States for 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 paragraph 25.35.1 of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 25.35.1 of this section.

25.36.3 Withholding for unpaid wages and liquidated damages – WATA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, 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 paragraph 25.35.2 of this section.

25.36.4 Subcontracts – The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause

requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

25.36.5 Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

25.37 Program Fraud and False or Fraudulent Statements and Related Acts

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

25.37.1 The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or

causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

25.37.2 The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

25.38 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

49 CFR Part 29, Executive Order 12549 (over \$25,000)

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

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

Each Offeror shall complete and return the attached Certification Regarding Debarment, Suspension, and Other Responsibility Matters. (Attachment H.2)

25.39 Fly America Requirements

49 U.S.C. § 40118, 41 CFR Part 301-10

The Contractor agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or

property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

25.40 Clean Water Requirements

33 U.S.C. 1251

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

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

25.41 Required Contractual Documents

The Successful Offeror, as contractor, is responsible for the proper completion and submission of the documents listed below within ten (10) calendar days following receipt of the Notice of Award contract unless extended by WATA.

All forms must have the original ink signature of a person authorized to bind the Contractor. All documents must be attested to or notarized as required by the Contract Documents.

Insurance Certificate with coverage as listed in the RFP

The Contractor shall use only the forms provided with the RFP or photocopies thereof and shall make no changes or alterations in the documents. All documents will be submitted with the signed contract documents to the WATA Office.

26. COOPERATIVE PROCUREMENT

The procurement of goods and/or services provided for in this procurement is being conducted in accordance with Virginia Code Section 2.2-4304 and on behalf of other

public bodies in Virginia. Unless specifically prohibited by the successful Offeror, any resultant contract may be used by other public bodies in Virginia as allowed by Section 2.2-4304. The successful Offeror shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to this procurement or from this procurement and in accordance with Virginia Code Section 2.2-4304. WATA shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the Offeror or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

END

ATTACHMENT A
SERVICE PROVISION, SCOPE OF WORK AND REQUIREMENTS MATRIX

Williamsburg Area Transit Authority
Solicitation Number 12-005

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1. INTRODUCTION

These specifications define requirements for deploying a new Intelligent Transportation System (ITS) to support Williamsburg Area Transit Authority (WATA) fixed-route and paratransit operations. The document includes the following sections:

- Section 2 presents background, an overview of the existing system, and the system concept and scope;
- Sections 3 – 7 present functional, performance, technical and administrative requirements for the systems and delivery to support fixed-route and paratransit operation;
- Sections 8 – 12 define project implementation requirements;
- Sections 13 – 14 define support and warranty requirements; and
- Section 15 provides mapping of the requirements matrix to specific option being proposed (Fixed Route or Paratransit.)

The system requirements are divided into two components:

- Core System Components (Section 3): The core system components represent system components that will be deployed as part of the baseline system.
- Enhanced System Components (Section 4): The enhanced system components represent desired components that WATA will implement based on funds available. These components (or a portion of them) may be implemented in conjunction with the core system components or at a later date when additional funding is identified.

A successful Offeror must possess and demonstrate the ability to provide core components and address some or all of the enhanced system components. WATA prefers to select Offeror(s) that are able to provide all the enhanced features as well as the core features. However, WATA will give due consideration to Offerors that are unable to supply all enhanced capabilities.

Offerors are required to submit a completed Requirements Matrix indicating compliance status offered relative to the system requirements. A single response must be provided for each system requirement in the matrix. Proposals with missing, incomplete, or ambiguous responses in the matrix may be deemed non-responsive. Offerors must indicate compliance with system requirements using only the response codes defined in **Table 1**.

Offerors are encouraged to reference specific sections and page numbers in the proposal that describe more fully the features called for in the requirements matrix. If the proposal text conflicts with the response to the requirement, the response to the requirement shall have contract precedence.

Response Code	Definition
F	Fully Compliant – Function or Feature provided fully complies with the requirement. <u>Responses that are qualified by exceptions or limitations in the comments column shall be considered the equivalent of “N” (does not comply).</u>
E	Exceeds Requirement – Function or Feature provided is both fully compliant and exceeds the requirement. The Offeror shall <u>provide alternate requirement language to which they commit to fully comply in the comments column of the compliance matrix.</u> WATA can opt to use either the alternate requirement language or <i>the original requirement language</i> – in both cases the Offeror will be understood to be fully compliant (“F”).
CM	Complies with Modified Requirement – Offerors shall <u>provide suggested alternate requirement language to which they commit to fully comply in the comments column of the compliance matrix.</u> The “CM” will be equivalent to a response of “F” if WATA opts to change the requirement as proposed, or to a response of “N” if WATA opts to not change the requirement. If alternate requirement wording is not proposed in conjunction with a “CM” response, the response shall be considered “N” (does not comply).
N	Does Not Comply – Offeror does not comply with the requirement. <u>Accompanying comments are discouraged.</u>

Table 1 Compliance Matrix Response Codes

1.1 Procurement Approach

As this RFP contains both fixed route and paratransit system components, the Offeror is invited to submit a separate proposal for one or both of the following options (WATA may opt to award contracts for either of these options, and potentially to different vendors):

- Option A: Provide Fixed Route System Components Only
- Option B: Provide Paratransit System Components Only

For each option that an Offeror wishes to submit a proposal for, the Offeror shall complete a Requirements Matrix response for the given option including all sections specified in Section 15 which provides a mapping of the requirements matrix to specific option being proposed.

2. OVERVIEW

2.1 Background

The Williamsburg Area Transit Authority (WATA) operates Williamsburg Area Transport (WAT) and the Williamsburg Trolley, a public transportation system serving James City County, the City of Williamsburg, and the Bruton District of York County. Prior to the creation of WATA in 2008, responsibility for public transit in the Williamsburg area fell to a department of the James City County government.

WATA provides fixed route service on nine regular routes, a trolley route that operates on a continuous loop through several communities in Williamsburg, and paratransit services. Service is operated with a fleet of twenty New Flyer buses, three trolleys, five “body-on-chassis” vehicles and three CNG buses. Service is provided using an operational staff of 68 drivers (29 full-time, 22 part-time, 17 on-call) and four route supervisors. WATA users include students, visitors, commuters, rural and urban users; commuter (work) trips represent the most common trip type.

2.1.1 Existing Operation

The following technology is already in place at WATA:

- GFI Genfare Odyssey fareboxes were installed on all buses (except the trolleys) in 2002. Smart card readers were also installed but are not currently active. Bus voice communications is via a two-way 800 MHz radio
- Video surveillance is provided by equipment from Apollo Video System. Video feeds are recorded onboard but not transmitted from the vehicle in real-time
- Luminator Gen 4 exterior destination signs are installed on all buses

2.1.2 Existing IT Environment

- WATA currently has internet through a digital subscriber line (DSL) connection, with a plan to upgrade to a cable internet connection in the near future.
- WATA intends to install local file servers at their main facility (see Section 2.2), which is expected to be in place at the time this contract commences.
- WATA has recently installed new workstations at their main facility, with the following specifications: Dell Optiplex 780, Intel Core2 Duo 2.93GHz, 4GB RAM, 32 Bit Win 7 w/SP1, MS Office 2010, 300 GB HD, DVD Drive.
- WATA currently has limited IT administration capabilities. Offerors are free to propose a hosted solution, an installed solution, or a combination thereof. Offerors must clearly define the preferred approach, the options and the pricing.

2.1.3 Project Goals

The following are project goals:

- Enhance staff and operational efficiency
- Improve safety by knowing the real time position of the buses during incidents
- Enhance schedule reliability and adherence through planning
- Enable rapid response to changing conditions
- Improve customer information
- Improve accuracy of reporting and data availability

2.2 System Concept and Project Scope

WATA envisions the ITS deployment as a number of central software modules and vehicle based systems hereinafter referred to as “The System”, that interfaces with system components on WATA vehicles. Figure 1 presents an overview of the system concept presenting technologies proposed for WATA as a part of core system components and enhanced system components. The requirements defined herein are based on this system concept.

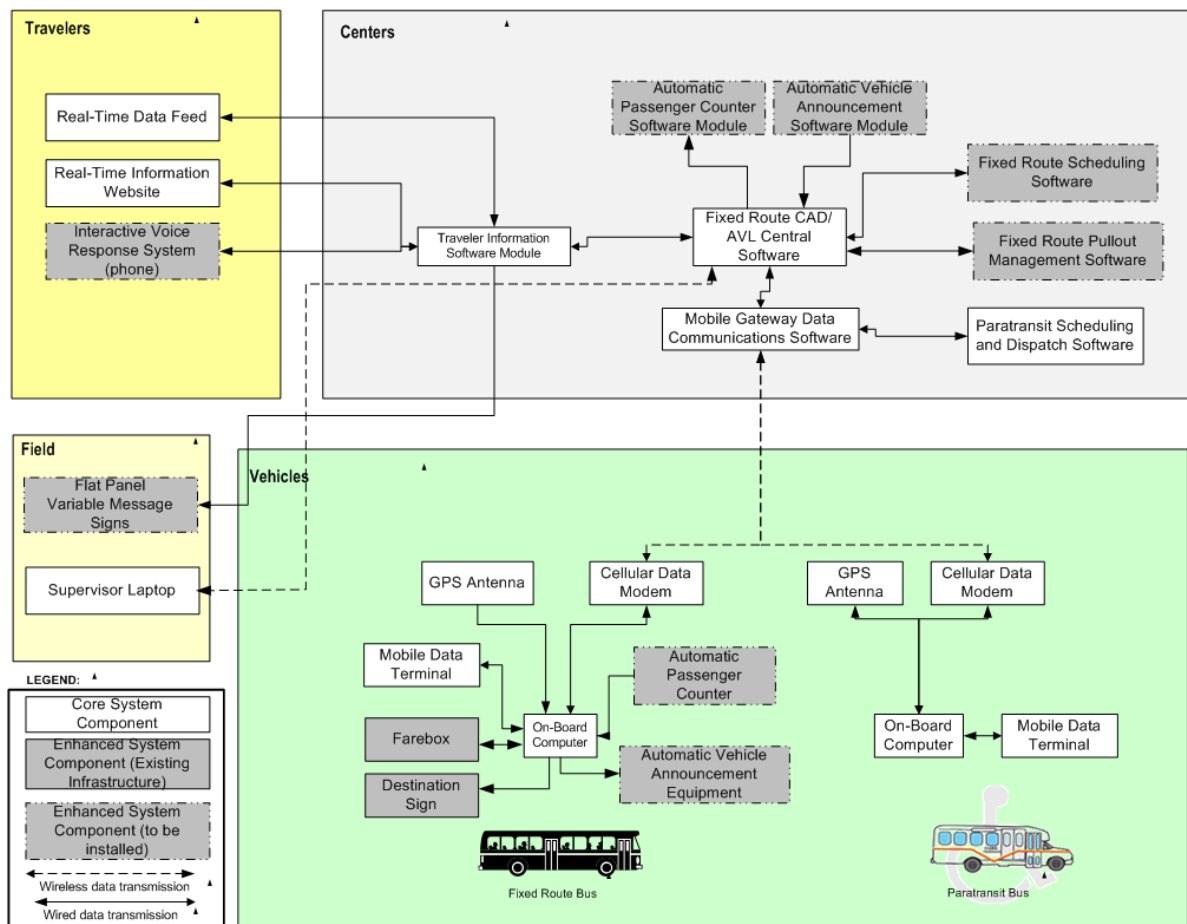


Figure 1 System Concept of Operation

The proposed WATA ITS solution incorporates Mobile Data Terminals (MDT), and GPS location monitoring systems that are coordinated by an On-Board Computer (OBC). In addition, the proposed solution includes fixed route and paratransit scheduling software, fixed route pullout management software and an enhanced Traveler Information Systems (TIS).

The central system servers and workstations for operating the central system are to be located at WATA’s main office at 7239 Pocahontas Trail, Williamsburg VA 23185. WATA also has a satellite office at 6401 Richmond Road, Williamsburg VA 23188 which will require system access.

Fixed route and paratransit operations are based out of WATA’s garage located at 7239 Pocahontas Trail, Williamsburg VA 23185. All installation of on-vehicle equipment will be done at this garage.

The CAD/AVL system shall track WATA's fixed route buses and paratransit vehicles. There are 20 New Flyer buses, 3 trolleys, 3 CNG buses and 2 "body-on-chassis" vehicles for fixed route operation, and 3 "body-on-chassis" vehicles for paratransit operation.

A complete fleet list of the vehicles to be equipped is provided as Attachment B to this document.

All fixed route vehicles shall ultimately be deployed with OBCs, GPS, MDTs, cellular data communications, Automatic Passenger Counters (APCs) (possibly on only a portion of the fleet), and a next stop announcement/display system.

All paratransit vehicles shall ultimately be deployed with OBCs, GPS, MDTs, and cellular data communications.

One supervisor/maintenance laptop shall be enabled with remote access to the CAD/AVL central software.

The system shall disseminate real-time traveler information to an interactive website and via one or more data feeds. The enhanced system shall distribute information via an Interactive Voice Response (IVR) automated telephone information system and via mobile devices with internet access. The traveler information systems shall use open standards based interfaces. Eventually, this aspect of the system may also be expanded to provide real-time next bus arrival time predictions using variable message signs located at selected stops and terminals.

2.2.1 Contractor Responsibilities

The Contractor shall be responsible for providing a complete system that covers the requirements detailed in this document, including, but not limited to:

- Existing Conditions Survey
- Design Review Documentation
- Modify and customize the software for WATA
- Installation
- Acceptance Testing
- Training
- Project and System Documentation
- Troubleshooting
- Warranty and Support

2.2.2 WATA Responsibilities

WATA with support from its designated representatives will:

- Assign a Project Manager with authority to coordinate on behalf of WATA
- Provide basic infrastructure (power, space, access) at each facility to help enable system installation
- Witness any or all stages of testing

- Provide comments or approval on all documentation submissions
- Participate in all scheduled onsite project activities, attend scheduled meetings and promptly respond to new meeting requests, requests for information, technical support or other necessary communication activities
- Provide reasonable access to vehicles for the purpose of equipment installation and testing, consistent with the constraints of scheduled service and accommodating required maintenance
- Procure and provide central system hardware, including servers, workstations and associated Uninterruptible Power Supplies, as specified by the Contractor
- WATA will assist the Contractor in obtaining information, services and facilities including:
 - WATA will select the wireless data communication service provider
 - Support in obtaining necessary permits or permissions for any activities requiring outside authorization
 - Support in coordinating logistical arrangements for receiving project related equipment into project facilities
 - Support in obtaining new, changed or updated operational information necessary to configure and initialize the system
 - Support in the scheduling and coordination of staff participating in the training provided by the Contractor

3. System Functional Requirements – Core System Components

3.1 Central System

3.1.1 General

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	All maps used in the central system shall be Geographic Information System (GIS)-based and able to incorporate periodically imported layers from WATA, City of Williamsburg or local county GIS maps. The central system shall include any import utilities necessary to import and update the base GIS maps and add layers.			
.2	All software shall be the current version in production at the time of installation (software versions to be approved by the WATA Project Manager).			
.3	All software shall contain version control numbers.			
.4	Features shall be provided to identify the software version on each device, and verify that it is the correct or most recent version for that device.			
.5	WATA specific software parameters shall be user-modifiable.			
.6	Application software (both user and system) source code shall be transferable to other computers using similar hardware and the same operating system without need for any modifications or use of hardware keys.			
.7	The system shall contain supporting software as required to operate and maintain all elements of the software Graphical User Interface (GUI). This shall include means to configure priority of alarms with GUI parameters.			
.8	Passwords shall only be displayed in encrypted form.			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.9	The GUI shall incorporate a context sensitive online help system.			
.10	Only US units shall be displayed in the GUI.			
.11	The central system date and time shall be automatically corrected whenever the deviation from the WATA-approved internet time source exceeds one second, with corrections occurring at least every 24 hours. The system date and time shall automatically adjust for the start and end of daylight savings time (DST) as well as leap years. The start and end dates for (DST) shall be WATA configurable.			
.12	The system date and time shall provide the same date for service times associated with a complete transit operational day, where number of hours for the day is based on start and end of service regardless of service starting on the prior calendar date or extending into the following calendar date.			
.13	The system shall maintain data integrity, including use of error checking.			
.14	Data transferred between devices or software shall not be purged or written over until a successful transfer has been confirmed.			
.15	The system shall ensure that all created files are uniquely identified, and that no files are lost or missed during data transfer.			
.16	The system shall confirm that no data is lost during processing.			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.17	All database software shall be Open Database Connectivity (ODBC) compliant. All data shall be owned by WATA, with rights to access the data, export it to other applications, and allow access to third parties for integration purposes on a perpetual royalty-free basis.			
.18	The system shall include a database Data Dictionary and Entity Relationship Diagram (ERD), and documentation of all required Application Programming Interfaces (APIs).			
.19	The system shall automatically detect and prevent the propagation of invalid or erroneous data.			
.20	The system shall allow users to manually correct any data.			
.21	The system shall incorporate a comprehensive data backup, archiving, and recovery capabilities.			
.22	The GUI shall enable scheduling of data archiving and batch processing.			
.23	Under primary data storage failure, users shall be able to recover data files through a secondary standardized PC interface such as a USB or RJ45 port.			
.24	Under primary or backup data storage failure, the system shall alert a configurable list of staff members.			
.25	Additional alternate processes for initiating data extraction and/or alternate means of removing data records may be provided, subject to WATA's Project Manager review and approval.			
.26	Central System computer hardware (e.g. workstations) shall be procured by WATA, conforming to Contractor-identified minimum requirements.			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.27	The system software can be provided as a hosted (Software as a Service) solution or as an installed solution at the WATA facility.			

3.1.2 Fixed Route CAD/AVL Software

3.1.2.1 General

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	The central system shall have a map-based GUI. The GUI shall support various map views, with mouse clickable full zoom, pan and auto-centering capability. Users shall also have the option of using a tabular user interface and a schematic display for a given route to allow for the simple tracking of buses.			
.2	All communications and CAD/AVL data shall be stored in a manner that allows direct access by the software for at least 90 days. Utilities shall be provided to support archive and restore functions for older data.			
.3	The system shall store time data in a manner that enables display to users with a resolution of seconds.			
.4	The priority ordering of the displayed vehicle event list (e.g., logon, logoff) shall be configurable by WATA.			
.5	The displayed vehicle status list (e.g., schedule adherence, route adherence) shall be capable of being sorted on any data field by the individual			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
	dispatcher.			
.6	All windows with non-paging data shall open and populate with data within 3 seconds.			
.7	All windows with paging data shall open and populate with the initial data within 3 seconds and thereafter page updates shall be retrieved within 1 second.			
.8	Dragging of the cursor bar for a scrollable list shall cause instantaneous redisplay of the list in time with the movement of the cursor bar.			
.9	A "thin client" program or approved alternate method shall be provided to allow remote access to the central software via internet connection.			
.10	Dispatch shall be provided with a laptop that shall use the remote access method to the central software, to enable an assigned dispatch to access the system after-hours when needed. The laptops will be provided by WATA.			
.11	Software functions and views accessible via the laptop-based remote access method shall be configurable in the central software by a systems administrator.			
.12	Access to the system shall be provided and configured for WATA desktop computers at the satellite office location. Any hardware, software and communications required in addition to standard internet access shall be provided.			

3.1.2.2 Route Definition

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	The system shall allow any number of trip patterns to be defined as distinct bus stop sequences, including the ability to designate selected stops in each trip pattern as schedule timepoints and whether a trip pattern is inbound or outbound.			
.2	The system shall display all trip patterns or fixed portions of flexible trip patterns during a user-specified date and time range on a map for visual display.			
.3	The system shall calculate distances and display deadhead route segments, entire trip patterns, and selected trip pattern segments defined by the user.			
.4	The system shall be capable of generating a list of turning movements for an entire trip pattern.			
.5	The system shall allow routes to be defined as a sequence of trips using selected trip patterns during defined time periods.			

3.1.2.3 Bus Stop Definition

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	The system shall allow an unlimited number of bus stops and nodes to be defined.			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.2	The system shall permit the user to define bus stops using a variety of methods, including direct entry of GPS-determined coordinates, and setting the stop location with a mouse click.			
.3	The system shall allow stops to be properly positioned along road segments.			

3.1.2.4 Creating Timetables

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	The system shall use historical running time data to suggest average running speeds, for various days and time periods, for deadhead segments and between each pair of stops along each trip pattern. WATA shall be able to manually designate average running speeds for any of the above, which shall supersede system suggestions.			
.2	The system shall enable both automatic and manual trip building for each route, using the designated sequence of trip patterns. The system shall build trips based on user-specified headways or user-specified trip start/end times. The system shall allow for defining exceptions to the daily operating schedules.			
.3	The system shall permit users to automatically or manually assign trip numbers.			
.4	The system shall allow for modifying built trips, based on modifying a single trip pattern, all trips in a single direction or a combination of the above.			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.5	The system shall permit authorized users to assign specific vehicle types to trips.			
.6	The system shall compute deadhead time, including the effect of varying running speeds in various time periods.			
.7	The system shall provide summary data on trips and running times, including total trip length, total deadhead time, number of stops and service start/end times.			

3.1.2.5 Google Transit Interface

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	The system shall include a utility to create a set of files compliant with the General Transit Feed Specification (GTFS), intended to allow for the export of files to enable WATA itinerary trip planning to be made available via the Google Transit web service.			

3.1.2.6 OBC Logon and Route Verification

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	The system shall receive and validate a logon request from an OBC, if the operator ID and route ID are both valid and the operator is not already logged in on another OBC (and otherwise respond that it is an invalid login attempt).			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.2	The system shall receive and immediately process a logoff message from an OBC.			
.3	In addition to logon requests and logoff messages, the system shall receive various other incoming message types from OBCs including location reports, schedule/route adherence reports and text messages.			
.4	The system shall log all outgoing and received data in a historical database, including date/time, vehicle number, operator number, dispatcher number, route number, trip number, odometer reading, GPS location latitude/longitude, schedule adherence, message type, and message content. The historical database shall be read-only. Historical data shall be available in a format that is directly accessible by or importable into common database management and analysis tools.			

3.1.2.7 Location Tracking

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	The GUI shall use color-keyed icons to distinctly represent buses on schedule, ahead of, or behind schedule, based on WATA-configurable parameters. The icon locations shall be updated to always indicate the last location report received from the vehicle. The GUI should provide an easy and intuitive means to quickly retrieve all current data about the vehicle including its painted identifier, operator number, route number and trip number (e.g., popup			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
	<p>window). The GUI should allow an intuitive way of selecting one or more vehicles to perform data transactions/send messages operations. The dispatcher shall have the capability to manually request a current location report response from any given vehicle.</p>			
.2	<p>The system shall receive and store latitude and longitude information stamped with date, time, vehicle, operator, route, trip, and odometer from OBCs.</p>			
.3	<p>The system shall provide the individual choice for each workstation user of whether to display as the icon labels the vehicle, route or operator.</p>			
.4	<p>The icon shall provide a conspicuous indication if the last reported location being displayed is older than the reporting interval.</p>			

3.1.2.8 Route and Schedule Adherence Tracking

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	<p>The central system shall have the capability of providing both automatic and operator-requested "connection protection." The system shall attempt, within reasonable configurable parameters, to guarantee a bus connection even if one or more buses are not on schedule. Operators would receive hold instructions via the OBC should they be required to wait for the connecting bus. The central system shall have the capability to override the protection and release</p>			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
	the vehicle with appropriate notification provided to all involved vehicles.			
.2	The system shall receive and store schedule adherence information stamped with date, time, stop, vehicle, block, operator, run, route, trip, long, and odometer from OBCs.			
.3	Based on configurable thresholds, the system shall use the reported schedule adherence data to designate when vehicles are "early," "late" or "on time."			
.4	The system shall conspicuously highlight to the dispatcher those vehicles that are operating early, late or off-route, using tabular and map displays to indicate their current schedule and route adherence status. The tabular display entries and the map display symbols for these vehicles shall use distinct and configurable color codes for early, late and off-route status.			
.5	The system shall provide a real-time output of the current location and schedule adherence for all fleet vehicles, for use by the next stop arrival/departure prediction software. The Contractor shall document and provide to WATA the communications protocols, command sets and message formats used in this interface.			
.6	The system shall include relevant functions to program and modify transit routes, with stops/terminals and other necessary locations entered in the form of geo-fenced coordinates.			

3.1.2.9 Location Playback

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	The dispatcher shall be able to review on the map display the chronological sequence of reported locations for a specified vehicle over a specified time period.			
.2	The software shall provide controls to view the entire sequence of reported locations from the beginning of the time period or to step through the sequence incrementally forwards or backwards.			
.3	The system shall allow replay for a single vehicle, selected set of vehicles or all vehicles on the selected map view for selected time period.			
.4	The system shall allow selection of any time period for the historical data.			
.5	The replay data shall include location reports, schedule adherence data and on-route status.			
.6	All users accessing the CAD/AVL software including workstation users and remote access users shall be able to access the playback function.			
.7	The system shall allow use of playback without exiting from the current CAD/AVL operational view.			
.8	The system shall be able to store a playback in a video file format that can be exported for viewing on a different computer equipped to view such files using a standard video file format such as .avi or .mpg.			

3.1.2.10 Text Messaging

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	The GUI (both map and tabular) shall support text-messaging functionality to communicate with operators. Dispatch shall be able to send pre-set or custom messages to one, all, or a set of vehicles (by area, route, etc.). Maximum message length shall be at least 255 characters and shall include letters, numbers and symbols as available on a standard QWERTY keyboard. The messaging function shall include the feature to identify when/if a message is received and read (i.e. read receipt).			
.2	The system shall allow the dispatcher to view received text messages in a tabular display that also indicates the vehicle ID and the time the message was sent and received.			
.3	The system shall allow the dispatcher to send a text message to a single OBC, a predefined group of OBCs, all OBCs within an area selected on the map display or all OBCs operating on the same route.			
.4	The system shall allow WATA's staff to add, edit, delete, or reorder the listing of canned messages on MDTs.			
.5	The system shall support the creation of a minimum of 50 canned messages on the MDTs.			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.6	The system shall allow any message sent by dispatch to be flagged as requiring vehicle operator acknowledgement or a Y/N response, and shall allow the dispatcher to view a list of such messages for which the acknowledgement or response has not yet been received.			
.7	Messages shall be transferred between a dispatcher workstation and the cellular data gateway within one second.			

3.1.2.11 **Emergency Alarm**

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	The system shall support emergency alarms. When acknowledging an alarm, the system shall zoom and center the map display on the alarming vehicle.			
.2	Activation of the emergency state shall cause location and status updates to be received from that vehicle at a rate configurable by WATA.			
.3	Activation of an emergency alarm shall activate a continuous audible alert to dispatch once a covert alarm is activated until dispatch acknowledges the alarm.			

3.1.2.12 Data Logging and Retrieval

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	All incoming and outgoing data shall be stored for retrieval, analysis, display and printing. The system shall allow all such data to be retrieved for these purposes when needed, even if it has been previously archived.			
.2	This historical information shall include all data transmitted from vehicles to dispatch (e.g., location data, route/schedule adherence data, logon/logoff data); and all central software user logons and logoffs.			
.3	The online data storage system shall ensure data integrity in the event of a computer disk drive failure.			
.4	In addition, the system shall include a means of archiving transaction data, or restoring data from an archive, while the system is in operation. It shall not be necessary to shut down the database to perform a successful backup operation.			
.5	The stored data shall be time and date stamped, and shall contain sufficient information to enable selective sorting and retrieval based on user-specified selection criteria. At a minimum, the following sorting and selection criteria shall be supported for accessing the historical data from both the online and archived storage: date and time, GPS latitude/longitude, vehicle number, operator number, dispatcher number, route number, trip number, odometer reading, and incident type (where this applies).			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.6	Historical data shall be read-only with modification only permitted to individual pre-defined fields.			
.7	<p>The system shall provide access control based on the establishment of groups; user assignments to groups and group access rights and shall be configurable by the system administrator.</p> <p>Active Directory shall provide the security integration of users and groups. Active Directory integration shall be via LDAP or direct integration with Microsoft Windows.</p> <p>As a minimum, there shall be three levels of system access (i.e. System Administrator, Dispatcher, and View Only).</p>			
.8	<p>As a minimum, the system shall provide the following alarms, which can be sent to a WATA configurable list of persons through multiple configurable methods (e.g., emails, texts, popup windows),in the event an alarm is triggered:</p> <ul style="list-style-type: none"> • Detection of invalid or erroneous data (i.e. data corruption), including data import errors from external systems. • Detection of a device or system fault. <p>All alarms shall be recorded and stored in a database, along with a history of corrective actions.</p>			
.9	Features shall be provided to ensure that all system-created files are uniquely identified, and that no files are lost or missed during data transfer.			

3.1.2.13 Reporting

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	<p>The system shall provide reports that are quick and easy to generate and evaluate. Statistical reports generated by the system must be “user friendly” and shall not require a technician or system administrator to obtain and analyze data. Reports shall be easy to print, export for use in a standard spreadsheet application, or convert to PDF for emailing. The system shall be capable of establishing automatic daily, weekly, monthly, quarterly routines to produce and email standard reports to defined user groups.</p>			
.2	<p>Standard reports to be provided shall be developed in coordination with WATA, and shall include at a minimum:</p> <ul style="list-style-type: none"> • Missed Trips Reports; • Stop Time Analysis Reports; • Layover/Recovery Reports; • In-Service Hours Reports; • Actual-Hours and Actual-Miles Reports; • Route Deviation Reports; • Travel Time and Average Speeds Reports; • Maintenance Reports; and • Schedule Adherence. 			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.3	The unit cost for creating additional standard reports WATA decides to purchase beyond those listed above shall be included in the price proposal.			
.4	The system shall provide a utility to create custom reports using all data stored within the system database.			
.5	Database transactions shall be completed within one second of user data entry.			
.6	The Contractor shall provide tools to generate ad-hoc reports on stored data.			

3.1.3 Paratransit Scheduling and Dispatch Software

3.1.3.1 Paratransit Client Registration

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	The system shall allow entry of first name, last name and middle initial. When entering data, the system shall utilize search, pop-ups or other appropriate techniques to detect and alert the user if there may already be a client database entry under this name.			
.2	The system shall assign a unique client identification number for each entry in the WATA client database.			
.3	The system shall allow entry of the Medicaid identification number and the social security number.			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.4	The system shall allow entry of the client date of birth using a pop-up interactive calendar interface. A second field should display an automatically calculated client age, expressed in years, based on the current date and the date of birth.			
.5	The system shall allow entry of client gender, using a pop-up window or list box to enable easy selection.			
.6	The system shall allow multiple address entries for common client pick-up locations, and shall require at least one pick-up address entry. The system shall require that one address be flagged as the default. The system shall provide a separate field for the client mailing address in case the client uses a non-street mailing address.			
.7	The system shall identify and automatically geocode the location associated with each entered address. If the automatic geocoding fails, the system shall provide alternative methods of establishing x- and y- map coordinates for the address. One of the alternative methods supported shall be clicking on a map location with the mouse.			
.8	The system shall allow entry of a text field for special instructions (for subsequent printing on manifests) to assist in locating the client address.			
.9	The system shall allow entry of a certification date defining when the client is authorized to begin receive service. As some clients have temporary eligibility, the system shall also allow entry of a certification expiration date. Certification and expiration dates must be capable of being specified separately for specific funding sources. Dates shall be entered using a pop-up interactive calendar interface.			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.10	The system shall allow entry in a field indicating whether a client uses a mobility aid. The system shall provide a pop-up window or list box to permit selection from among a list of pre-defined mobility aids.			
.11	The system shall require entry in a field specifying disability status. The system shall provide a pop-up window or list box to permit selection from among a list of pre-defined disability definitions.			
.12	The system shall allow entry of one or more billing codes for each client, indicating a third party to be billed for certain trip types. The system shall provide pop-up windows or list boxes to permit multiple selections from among a list of pre-defined trip types and selection of a billing code for each selected trip type. The Offeror awarded the contract must provide implementation/integration support to export billing data through the data warehouse into the Solomon accounting system. Third parties to which WATA bills currently include Medicaid. In addition, other agencies will be defined in the future.			
.13	The system shall allow entry of the name, address and phone number of a care-giver or other contact to be used in the event of an emergency.			
.14	The system shall allow entry of additional comments or information of importance to the client registration record. Information on this field shall appear on any manifest trip entry for that client.			

3.1.3.2 Paratransit Client Booking

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	The system shall permit trip booking while the booking clerk is on the phone with the client. The system shall be capable of booking both subscription (standing-order) and demand response trips in this manner. The system shall be capable of booking same day trips.			
.2	The system shall permit the WATA booking clerk to retrieve the client record by entering the client ID number, client last name, or telephone number. For client retrieval by last name, a pop-up window or list box shall be used to list all clients with the last name beginning with the characters entered. Once selected, a trip booking data entry screen shall be presented to the booking clerk pre-populated with all data for that client which remains constant (e.g., ID numbers, mobility limitations).			
.3	The system shall initially automatically present in the trip booking screen the address configured as the default pick-up address. The system shall allow entry of an alternative pick-up address using keystroke entry or through use of a list box of the alternative pick-up addresses associated with that client.			
.4	The system shall allow selection of the drop-off address, through a pop-up window or list box, from among several frequently and/or recently used drop-off addresses for that client. The system shall allow entry of an alternative drop-off address using keystroke entry.			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.5	The trip date shall be entered using a pop-up interactive calendar interface. The system shall be capable of accepting trip bookings up to 180 days in advance of the requested trip date for subscription trips and 14 days of the requested trip date for regular trips. All limits shall be configurable.			
.6	WATA must meet statutory requirements for pick-up time negotiation with its ADA-eligible clients, as defined under 49 CFR Part 37.131(b)(2) which limits negotiation to no more than one hour before or after the individual's desired departure time. The system shall require entry of a requested pick-up time and allow entry of a negotiated pick-up time within the limits of this window.			
.7	The system shall allow the definition of standing order trip bookings, with flexible options to specify recurring travel dates. At minimum, the system shall support selection of a recurring weekly day (e.g., every Tuesday), a recurring monthly day (e.g., every 2nd Wednesday) or a recurring monthly date (e.g., the 4th of every month).			
.8	The system shall allow the booking clerk to temporarily suspend a particular standing order, with entry of both start and end dates of the suspension time period. These dates shall be entered using a pop-up interactive calendar interface.			
.9	The system shall automatically suspend standing orders on holidays when WATA services are not in operation. The system shall provide a function to allow the booking clerk to enter or adjust such holidays.			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.10	The system shall monitor the percentage of standing order trips out of all trips, for ADA-eligible clients, to ensure compliance with ADA regulations (40 CFR Part 37.133(b)).			
.11	The system shall allow the booking clerk to designate any completed trip booking as a group booking (e.g., a trip for a group of two or more individuals traveling to a common destination that will be scheduled, as a matter of system policy, to the same run), and then add or delete individual clients from the group booking.			
.12	The system shall allow the booking clerk to access existing trip bookings to edit the pick-up address, drop-off address, trip date, and/or pick-up time upon client request. The system shall assign a unique identification number to each trip booking record to facilitate trip editing.			
.13	The system shall alert the booking clerk during a trip booking when the certification expiration date for the funding source will have passed on the trip date. The system shall allow the booking clerk to book the trip nonetheless by overriding this feature. The system shall flag all trip bookings for which this override was applied.			
.14	The system shall permit cancellation of any trip booking, when consistent with WATA policies. The system shall retain the trip booking and flag it with the date and time when it was cancelled to facilitate WATA management of its cancellation policies.			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.15	The system shall alert the booking clerk if the client has previously booked a trip with a trip time period that is in conflict with the selected booking pick-up time. The system shall allow the booking clerk to book the trip nonetheless by overriding this feature. The system shall flag all trip bookings for which this override was applied.			
.16	During each trip booking, the system shall display, using the GIS software capabilities, the map locations for the pick-up and drop-off locations.			
.17	The system shall allow entry of a start and end date for the time period when a client's ridership privileges are suspended. If the selected trip date is within this suspended service time period, the system shall alert the booking clerk that the trip booking cannot be completed for this reason. These dates shall be entered using a pop-up interactive calendar interface.			
.18	The system shall allow entry, during the trip booking process, of the names of any Personal Care Attendants or other companions (e.g., children) that will accompany the client on the trip.			
.19	Once all other trip booking information has been entered, the system shall indicate to the reservation clerk any applicable fare(s) to be paid by the client and any companions.			
.20	The system shall, at the conclusion of the trip booking process, confirm to the booking clerk that the booking was successfully entered into the system.			

3.1.3.3 Paratransit Scheduling

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	The system shall be capable of scheduling, in batch mode, all bookings for the next travel day. Scheduling should be based on the actual street network in the WATA service area, using parameters associated with street network segments as established in the GIS system (e.g., physical barriers, running speed by time of day, and appropriate dwell times for the boarding and alighting of passengers).			
.2	The system shall schedule ADA complementary paratransit trips, which require higher service standards, at the same time as other paratransit trips. Offerors shall describe how the system processes trip priorities during scheduling.			
.3	The system shall allow subscription run templates to be developed, based on standing orders. The system shall optimize the templates for least distance and/or travel time, based on the street network segment parameters stored in the system.			
.4	The system shall schedule each run based on an assigned vehicle, recognizing the accessibility needs of the scheduled clients and vehicle capacity constraints.			

3.1.3.4 Manifest Transmission and Changes

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	<p>The system shall store employee information for which direct access is needed to enable operator assignments, including:</p> <ul style="list-style-type: none"> • Identification and contact information (such as name, ID number and contact information including at least 4 phone and 2 email address fields, each with customizable labels) • Status and eligibility information (such as full/part time status, active/inactive status, overtime preferences, seniority level and license information including type, class and expiry date) • Leave time information (such as days off and weekly vacations) and leave time balance • Free-form comments related to the employees • WATA customizable and filtered fields 			
.2	<p>The system shall allow WATA to search employees based on any fields in the employee data.</p>			
.3	<p>The system shall enable the import and export of employee information to/from standard flat file formats (such as comma separated value files), as well as the direct input of any employee information via manual entry.</p>			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.4	The system shall produce a daily manifest for each run, indicating pull-in and pull-out times, the projected arrival time of the vehicle at each pick-up and drop-off location and appointment time listing the trip events in chronological order.			
.5	The system shall be able to generate and display all manifests for a given day. The system shall provide tools to allow manual adjustments to the run manifests, including manually moving trips between runs with projected times moving accordingly.			
.6	The system shall have internal validation checks to ensure that manifests do not violate work and labor rules (e.g., driver work hours and breaks). The system shall also perform validation checks to ensure that policies limiting travel times for individual passengers are not violated.			
.7	The vehicle manifest shall be transmitted to each vehicle at login, using the mobile data communications system.			
.8	Manifest adjustments (i.e., for insertions, changes, cancellations or no-shows) during vehicle operation shall be immediately transmitted to and from vehicles using the mobile data communications system.			
.9	The system administrator shall be able to configure which portions of the upcoming manifest entries shall be sent to the OBC (e.g., the next X trips, all trips in the next Y minutes).			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.10	The dispatcher shall be able to resend trip information in case there is concern that trip information is missing from the OBC.			
.11	Additional portions of the manifest shall be automatically sent to the OBC on an ongoing basis as trip events are completed, in accordance with the WATA-configured manifest transmission parameters.			
.12	The system shall automatically display any same day manifest changes, such as trip additions, no shows or cancellations, to the dispatcher and transmit these manifest changes to the OBC in the vehicle assigned to that manifest. Manifest changes that meet WATA configured parameters for requiring operator notification shall resend periodically until operator acknowledgement via the MDT has been received.			

3.1.3.5 Trip Events Logging

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	The system shall receive trip pull-in, pull-out, pickup, no-show requests and drop-off event reports from OBCs, and use this data to update the time and reported location for each trip event.			
.2	The system shall acknowledge the receipt of trip event messages to the OBC Dispatchers shall be alerted when messages are unable to be received by an OBC.			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.3	The system shall receive trip completion data from OBC's over the mobile data communications system and immediately update the dispatcher route status display using that information.			
.4	Based on the logged trip event data, the system shall update the estimated time of arrival for the remaining manifest trips and display this information to the dispatcher alerting them if the run is operating "late". The designation of a vehicle as "early", "late" or "on time" shall be based on WATA-configurable threshold.			
.5	The system shall receive no-show requests from OBCs, allow dispatchers to decide whether to authorize the no-show, record the time when the no-show was authorized, mark the pickup and drop-off in the manifest as a no-show, and transmit the cancellation of the pickup and drop-off as manifest changes to the OBC in the vehicle assigned to that manifest.			

3.1.3.6 Dispatch Support

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	The central system shall have a map-based GUI. The GUI shall support various map views, with mouse-clickable full zoom, pan and auto-centering capability.			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.2	All communications and system data shall be stored in a manner that allows direct access by the software for at least 90 days. Utilities shall be provided to support archive and restore functions for older data.			
.3	The system shall store time data in a manner that enables display to users with a resolution of seconds.			
.4	All windows with non-paging data shall open and populate with data within 3 seconds.			
.5	All windows with paging data shall open and populate with the initial data within 3 seconds and thereafter page updates shall be retrieved within 1 second.			
.6	Dragging of the cursor bar for a scrollable list shall cause instantaneous redisplay of the list in time with the movement of the cursor bar.			
.7	A "thin client" program or approved alternate method shall be provided to allow remote access to the central software via internet.			
.8	Dispatch shall be provided with a laptop that shall use the remote access method to the central software, to enable an assigned dispatch to access the system after-hours when needed. The laptops will be provided by WATA.			
.9	Software functions and views accessible via the laptop-based remote access method shall be configurable in the central software by a systems administrator.			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.10	Access to the system shall be provided and configured for WATA desktop computers at the satellite office location. Any hardware, software and communications required in addition to standard internet access shall be provided by the Contractor.			
.11	The system shall receive and validate a logon request from an OBC, if the operator ID and run ID are both valid and neither is already logged in on another OBC (and otherwise respond that it is an invalid login attempt).			
.12	The system shall receive and immediately process a logoff message from an OBC.			
.13	In addition to logon requests and logoff messages, the system shall receive various other incoming message types from OBCs including location reports, schedule/route adherence reports and text messages.			
.14	The system shall receive and store latitude and longitude information stamped with date, time, vehicle, block, operator, run, route, trip, and odometer from OBCs.			
.15	The system shall provide the individual choice for each workstation user of whether to display as the icon labels the vehicle, block, route or operator.			
.16	The icon shall provide a conspicuous indication if the last reported location being displayed is older than the reporting interval.			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.17	The GUI (both map and tabular) shall support text-messaging functionality to communicate with operators. Dispatch shall be able to send pre-set or custom messages to one, all, or a set of vehicles (by area, route, etc.). Maximum message length shall be at least 255 characters and shall include letters, numbers and symbols as available on a standard QWERTY keyboard. The messaging function shall include the feature to identify when/if a message is received and read (i.e. read receipt).			
.18	The system shall allow the dispatcher to view received text messages in a tabular display that also indicates the vehicle ID and the time the message was sent and received.			
.19	The system shall allow the dispatcher to send a text message to a single OBC, a predefined group of OBCs, all OBCs within an area selected on the map display or all OBCs operating on the same route.			
.20	The system shall allow WATA's staff to add, edit, delete, or reorder the listing of canned messages on MDTs.			
.21	The system shall support the creation of a minimum of 50 canned messages on the MDTs.			
.22	The system shall allow any message sent by dispatch to be flagged as requiring vehicle operator acknowledgement or a Y/N response, and shall allow the dispatcher to view a list of such messages for which the acknowledgement or response has not yet been received.			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.23	Messages shall be transferred between a dispatcher workstation and the cellular data gateway within one second.			

3.1.3.7 Data Logging and Retrieval

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	All incoming and outgoing system data shall be logged in a relational database.			
.2	The system shall log all outgoing and received data in a historical database, including date/time, vehicle number, operator number, dispatcher number, run number, trip number, odometer reading, GPS location latitude/longitude, message type, and message content. The historical database shall be read-only. Historical data shall be available in a format that is directly accessible by or importable into common database management and analysis tools.			
.3	The system shall allow all such data to be retrieved, even if it has been archived.			
.4	The online data storage system shall ensure data integrity in the event of a computer disk drive failure.			
.5	The software shall provide controls to view the entire sequence of reported locations from the beginning of the time period or to step through the sequence incrementally forwards or backwards.			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.6	The system shall allow replay for a single vehicle, selected set of vehicles or all vehicles on the selected map view for selected time period.			
.7	The system shall allow selection of any time period for the historical data.			
.8	The replay data shall include location reports, schedule adherence data and on-route status.			
.9	All users accessing the software including workstation users and remote access users shall be able to access the playback function.			
.10	The system shall allow use of playback without exiting from the current operational view.			
.11	The system shall be able to store a playback in a video file format that can be exported for viewing on a different computer equipped to view such files using a standard video file format such as .avi or .mpg.			

3.1.3.8 Reporting

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	<p>The software shall provide standard reports based on the stored data. Offerors shall provide details in their proposals related to reports that are offered and degree to which they can be configured. The standard reports shall include at least reporting on:</p> <ul style="list-style-type: none"> • Trips provided • Passenger travel time, by run or user group • Number of cancellations • Number of no-shows • Number of vehicle hours/miles • Number of billable hours/miles • Fares received • National Transit Database (NTD) annual reports in accordance with Federal Transit Administration rules 			
.2	<p>The software shall have the capability to generate reports based on exceptions as per thresholds set by the WATA staff.</p>			
.3	<p>The Contractor shall provide tools to generate ad-hoc reports on stored data.</p>			
.4	<p>All reports shall have the capability to export information into a common analysis and text editing software such as Microsoft Excel and Word.</p>			

3.1.4 Real-Time Information Software

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	The system shall use the fixed route real time location and schedule adherence data to create a continuously updated table of next arrival and departure predictions for all stops.			
.2	The information required by the algorithm(s) shall be manually entered into a prediction support database by the Contractor. The system shall allow the user to configure the prediction support database values.			
.3	The Contractor shall collect data on the accuracy of the predictions relative to the actual arrival time on a minute by minute basis for at least 30 minutes prior to each sampled vehicle arrival (i.e., the accuracy for prediction 30 minutes in advance, for 29 minutes in advance, and so on down to those for 1 minute in advance). This data collection shall be done for one hour at a set of WATA-designated key stops, and also for one hour for a random sample of at least one percent of all other system stops.			
.4	Based on this data, the Contractor shall calibrate the prediction algorithm and assist WATA with adjusting fixed route schedule times, timepoints, segment running distances/times and stop locations to maximize the accuracy of the arrival predictions. Where adjustments are made the Contractor shall also collect additional prediction accuracy data for the affected stops to assess the extent to which the adjustments improved the accuracy.			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.5	The percent error for next vehicle arrival time predictions at a given stop for a given minute in advance of arrival shall be calculated as: absolute value of (predicted time to next arrival minus observed time to next arrival) divided by (observed time to next arrival). For example, if the observed time to next arrival was 7 minutes relative to a predicted time to next arrival of 8 minutes, the percent error would be 1/7 (i.e., 14%).			
.6	A system report providing accuracy of predictions stratified by minutes in advance of the arrival, filtered on a stop and timer period basis, shall be provided. The Contractor shall still be required to assist with sufficient field data collection to validate the system prediction accuracy report, as well as with efforts to use the report data to maximize the accuracy of the arrival predictions.			

3.1.5 Real-Time Information Website

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	The Contractor shall develop a website to be seamlessly integrated with WATA's existing web presence. The site shall incorporate real time information indicating the predicted arrival/departure times for vehicles at all stops.			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.2	The user shall be able to enter in the stop ID, select the stop ID using a sequence of menu selections for route and direction, or select the stop using a map. The system shall default to displaying the predicted time until arrival of the next bus in minutes (or the predicted time until departure for stops that follow a layover). The number of predicted bus arrival/departure times displayed for a selected stop in the customer's screen should be configurable by WATA. The system shall also allow the user to specify a future day of week and time period to view the scheduled arrival/departure times (the default shall display current predictions).			
.3	The website GUI shall be consistent with WATA's existing site and allow for the graphical presentation of vehicle locations on GIS-based maps. The Contractor shall build the new website pages with appropriate WATA input (branding, graphics, colors). Screen layouts, menu and screen information shall be provided for review, comment and approval during the implementation process.			
.4	The Contractor shall be responsible for the design and development of the website, including all required HTML, scripting, and integration with relevant CAD/AVL systems.			
.5	The Contractor shall be responsible for the integration and setup of the website.			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.6	The Contractor shall ensure that the website, as developed, is W3C compliant and works within WATA’s IT environment. Ease of future WATA management is a high priority.			
.7	The website shall comply with the all requirements specified in the Americans With Disabilities Act (ADA) and must follow the latest version of the Web Content Accessibility Guidelines (WCAG).			
.8	The website shall render correctly and run smoothly with at minimum the following browsers/versions: <ul style="list-style-type: none"> • Internet Explorer Version 7 and above • Firefox 3.6 and above • Chrome Version 10 and above • Safari Version 4 and above 			
.9	The system shall allow a person using a web-based personal mobile device to visit a publicly-accessible web address to select a route, direction and stop, and in response receive the current predicted arrival time from the prediction software at the initiating device.			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.10	<p>The mobile website shall render correctly and run smoothly with common mobile internet browsers, including browsers on the following mobile platforms:</p> <ul style="list-style-type: none"> • iOS • Android • RIM 			
.11	<p>The website shall upon receiving a request from a browser that is not fully supported (either not supported or an older version than what is fully supported) indicate to the user options for improved website response including the browsers and versions supported.</p>			

3.1.6 Real-Time Information Data Feed

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	<p>The central system shall be capable of outputting traveler information using one or more open standards based feeds such as XML. The types of feeds used shall be approved by WATA, but shall at minimum include feed compliance with the General Transit Feed Specification – real-time (GTFS-real-time) standard.</p>			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.2	Documentation shall be provided identifying the format of all data provided in the traveler information feed. The documentation shall describe all fields and request parameters, and shall be sufficient to allow the development of real-time third party applications using the data.			
.3	<p>The output data shall include real-time traveler information including the following:</p> <ul style="list-style-type: none"> • Real-time bus locations • Predicted arrival/departure times at stops • List of known service alerts in effect <p>It shall be possible to query the system to receive information on a specific bus, stop, direction, or route and receive relevant output data as a response.</p>			
.4	The real-time data feed shall use the same IDs and cross references provided in the General Transit Feed Specification files.			
.5	The Contractor shall be responsible for providing public access to at least one of the real-time information data feeds.			

3.1.7 Cellular Data Gateway

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	The Contractor shall implement mobile data communications between all on-board computers and the central system, using commercial cellular			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
	data carrier service subscriber plans as selected by WATA.			
.2	Cellular mobile data communications shall be via a cellular data gateway interfaced with the central system using a firewall and enabling secured communications between the central system and the cellular data carrier system.			

3.2 In-Vehicle (Fixed Route)

3.2.1 On-Board Computer (OBC)

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	The On-Board Computer (OBC) shall integrate all of the in-vehicle ITS functions and hardware including the GPS receiver, the Mobile Data Terminal (MDT), and support the data transfer to/from the central system through the commercial carrier system. The OBC shall be able to support the future incorporation of additional onboard integration as identified under Enhanced System Components (Section 4). The OBC may be physically integrated with the MDT or may be a separate unit.			
.2	The OBC shall check with the central system to validate that the operator and route ID are valid and that another vehicle has not already logged on using this operator IDs.			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.3	The OBC shall store the transit vehicle schedule on-board for all routes. The schedule shall consist of location co-ordinates and passing times for all stops along each route.			
.4	The OBC application software shall automatically be initiated when the vehicle ignition is turned on. The vehicle system shall initiate its shutdown sequence after a configurable time has passed since the vehicle ignition was turned off in order to conserve the vehicle battery.			
.5	The OBC shall automatically log the vehicle off once it has been detected as having returned to its storage facility, if the operator has not already completed a manual logoff.			
.6	The OBC shall include features that allow operator access to implement both a soft or hard reset, to assist with troubleshooting errors.			
.7	The following input parameters and requests from the central system shall be supported by the vehicle system while the vehicle is in service: <ul style="list-style-type: none"> • Revise route designation; • Set periodic reporting parameters; and • Reset all settings/thresholds to default. 			
.8	The OBC shall provide notification if a vehicle has not moved between successive reports and beyond a WATA configurable allowable threshold.			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.9	The OBC shall include a standard port for manual data configuration in the event of a loss of on-board vehicle power. Regardless of the amount of time that power is lost on-board a vehicle, the data inside the OBC shall not be affected. The data shall be stored until power is restored. The OBC shall be equipped with a lithium battery that maintains the system's time for more than 5 years in case of power loss.			
.10	A GPS receiver shall be used to sample position, velocity, heading, and time.			
.11	The OBC shall track current vehicle locations within at least 10 feet of the true location at least 95% of the time, using the combined information from the GPS receiver and the odometer. The OBC shall send a location report with date and time, "GPS lock" status, GPS location latitude/longitude, heading, vehicle number, and vehicle operator ID number whenever a configurable time has passed since the most recent location report was sent.			
.12	The system location and navigation capabilities shall accurately determine and report vehicle position while in the shadow of buildings, tunnels, etc. which obstruct or cause multi-path location errors in the reception of GPS signals.			
.13	The system shall be designed such that route assignment of vehicles can occur either automatically when an operator logs in through the MDT or manually by a dispatcher using the central CAD/AVL software.			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.14	The system shall compare the schedule for the current trip for the current location with the actual time and on this basis track the current estimated schedule adherence status.			
.15	The system shall be designed such that location and route/schedule adherence data collected by the OBC is sent via the commercial carrier system to the central system and stored in a central database. Data shall be sent at a customizable frequency and also when configurable events occur (e.g. bus stop, doors open, doors close).			
.16	The OBC shall automatically reboot to resume normal operations in case of fatal error.			
.17	The OBC shall be equipped with a cellular data card or external cellular modem appropriate to achieve integrated cellular data communications using the cellular carrier subscription plan selected by WATA.			
.18	The Contractor shall provide external roof-mounted antennas for GPS and cellular data. The antenna shall be securely mounted on the exterior roof of the vehicle, and shall be of an approved low-profile type. The antenna, mounting and sealants shall be impervious to physical and chemical attack by automatic bus washing equipment.			
.19	The OBC shall support use of a new covert emergency alarm switch by the operator, which shall be provided and installed by the Contractor.			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.20	Activation of the emergency state shall cause location and status updates to be received from that vehicle at a rate configurable by WATA.			
.21	An automatic self-diagnostic test shall be performed at start-up for the emergency alarm switch to ensure proper operation, and shall not require operator or dispatch interaction.			
.22	Based on thresholds configurable by WATA staff, the system shall designate when vehicles are deemed off-route.			

3.2.2 Mobile Data Terminal

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	The MDT shall allow vehicle operator logon using operator and route ID numeric entry.			
.2	If the operator does not log in, no information shall be shown in the MDT. However, in this scenario the system shall provide location reports to the central software.			
.3	The MDT shall allow the vehicle operator to logoff by selecting the logoff key.			
.4	The software shall be designed to support simple and intuitive use of the MDT. Message selection (including canned messages), variable inputs, and interpretation of received messages shall be from menus that may change based on context and shall be customizable.			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.5	The MDT shall, at a minimum, display current system-wide transit time, vehicle status (in/out of service), data messages, as well as the name of the next upcoming stop and current schedule adherence status (+/- X minutes, or on-schedule if within thresholds).			
.6	The MDT software shall allow for the storage and reconfiguration of at least 50 pre-defined "canned" messages, each of which shall be configurable as to whether an acknowledgement is requested from dispatch, voice communication is required, and relative level of priority.			
.7	The MDT software shall indicate when there are unread messages in the incoming message queue and how many messages are in that queue. The software shall allow the operator to skip a message in the queue, delete a message from the queue only after it has been displayed, save a message to memory, or send an acknowledgement if required.			
.8	The MDT component shall alert the operator with an audible and visual signal when a new message has been received.			
.9	The MDT shall provide messaging functions to the operator both at any time and only when the vehicle is below a customizable speed threshold.			
.10	The MDT shall indicate to the operator when it has received an acknowledgement that the dispatcher received a message.			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.11	The operator shall not be able to disconnect the MDT from power, turn off the MDT or shut down the MDT software application.			
.12	The MDT shall be able to receive and display at least sixty-four characters of a message on a single screen, consisting of ASCII-coded numbers and letters. The MDT shall allow scrolling through longer messages. The MDT shall be able to display multiple text sizes and multiple lines of text.			
.13	Messages displayed to the user shall be in a large font that is readable by a user with 20/20 eyesight from a distance up to three feet.			
.14	The MDT shall have operator-adjustable brightness.			
.15	The operator shall be notified once an emergency alarm activation has been received and acknowledged by dispatch via a change in the MDT. The indication shall be identifiable only by at trained operator in a manner approved by WATA.			
.16	The MDT shall notify the vehicle operator about the loss of data communication through a distinct symbol on the operator screen.			

3.3 In-Vehicle (Paratransit)

3.3.1 On-Board Computer (OBC)

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	The On-Board Computer (OBC) shall integrate all of the in-vehicle ITS functions and hardware including the GPS receiver, the Mobile Data Terminal (MDT), and support the data transfer to/from the central system through the commercial carrier system.			
.2	The OBC application software shall automatically be initiated when the vehicle ignition is turned on. The vehicle system shall initiate its shutdown sequence after a configurable time has passed since the vehicle ignition was turned off in order to conserve the vehicle battery.			
.3	OBCs will send vehicle ID information to the paratransit software, which will send to the OBC the manifest data assigned to that vehicle.			
.4	The OBC shall automatically log the vehicle off from its assigned run once it has been detected as having returned to its storage facility, if the operator has not already completed a manual logoff.			
.5	The OBC shall include features that allow operator access to implement both a soft or hard reset, to assist with troubleshooting errors.			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.6	The OBC shall include a standard port for manual data configuration in the event of a loss of on-board vehicle power. Regardless of the amount of time that power is lost on-board a vehicle, the data inside the OBC shall not be affected. The data shall be stored until power is restored. The OBC shall be equipped with a lithium battery that maintains the system's time for more than 5 years in case of power loss.			
.7	A GPS receiver shall be used to sample position, velocity, heading, and time.			
.8	The OBC shall track current vehicle locations within at least 10 feet of the true location at least 95% of the time, using the combined information from the GPS receiver and the odometer. The OBC shall send a location report with current latitude and longitude whenever a configurable time has passed since the most recent location report was sent.			
.9	All transmitted data shall be stamped with following information: date and time, "GPS lock" status, GPS location latitude/longitude, heading, vehicle number, and operator ID number.			
.10	The OBC shall store the most recent location received from the GPS receiver. In the case when GPS receiver is not able to report the location, the OBC will continue to track vehicle location based on the odometer input.			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.11	The system location and navigation capabilities shall accurately determine and report vehicle position while in the shadow of buildings, tunnels, etc. which obstruct or cause multi-path location errors in the reception of GPS signals.			
.12	The OBC shall request manifest data from the paratransit software on an ongoing basis to display at least the next X trip events or trip events in next Y minutes, with these thresholds being configurable by WATA.			
.13	The OBC shall send a corresponding message to the paratransit scheduling and dispatch software when the vehicle operator selects a pull-out, pull-in, pickup, no-show, cancel at door, or drop-off trip event.			
.14	The OBC shall not allow a request for no-show until an agency-configurable time interval has passed after the arrive trip event or the start of the customer pickup time window, whichever is later, and shall not allow the arrive event to be selected until the vehicle is stopped and located within a configurable distance of the pickup location.			
.15	Once any of these trip events are selected on the MDT, the OBC shall send a message including the date, time, location and odometer value to the paratransit software.			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.16	The system shall be designed such that location data collected by the OBC is sent via the commercial carrier system to the central system and stored in a central database. Data shall be sent at a customizable frequency and also when configurable events occur.			
.17	The OBC shall be equipped with a cellular data card or external cellular modem appropriate to achieve integrated cellular data communications using the cellular carrier subscription plan selected by WATA.			
.18	The OBC shall automatically reboot to resume normal operations in case of fatal error.			
.19	The Contractor shall provide external roof-mounted antennas for GPS and cellular data. The antenna shall be securely mounted on the exterior roof of the vehicle, and shall be of an approved low-profile type. The antenna, mounting and sealants shall be impervious to physical and chemical attack by automatic bus washing equipment.			

3.3.2 Mobile Data Terminal

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	The MDT shall allow vehicle operator logon using operator ID numeric entry.			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.2	If the operator does not log in, no information shall be shown in the MDT. However, in this scenario the system shall provide location reports to the central software.			
.3	The MDT will display the odometer value as of the previous logoff, and provide for the operator to correct this odometer value to match the dashboard odometer (there can be a gradual drift and in some cases the vehicle may have been driven while logged off).			
.4	The MDT shall allow the vehicle operator to logoff by selecting the logoff key.			
.5	The software shall be designed to support simple and intuitive use of the MDT. Message selection (including canned messages), variable inputs, and interpretation of received messages shall be from menus that may change based on context and shall be customizable.			
.6	The MDT software shall allow for the storage and reconfiguration of at least 50 pre-defined "canned" messages, each of which shall be configurable as to whether an acknowledgement is requested from dispatch, voice communication is required, and relative level of priority.			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.7	The MDT software shall indicate when there are unread messages in the incoming message queue and how many messages are in that queue. The software shall allow the operator to skip a message in the queue, delete a message from the queue only after it has been displayed, save a message to memory, or send an acknowledgement if required.			
.8	The MDT component shall alert the operator with an audible and visual signal when a new message has been received.			
.9	The MDT shall provide messaging functions to the operator both at any time and when the vehicle is below a customizable speed threshold.			
.10	The MDT shall indicate to the operator when it has received an acknowledgement that the dispatcher received a message.			
.11	The MDT shall be able to receive and display at least sixty-four characters of a message on a single screen, consisting of ASCII-coded numbers and letters. The MDT shall allow scrolling through longer messages. The MDT shall be able to display multiple text sizes and multiple lines of text.			
.12	Messages displayed to the user shall be in a large font that is readable by a user with 20/20 eyesight from a distance up to three feet.			
.13	The MDT shall have operator-adjustable brightness.			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.14	Manifests and manifest updates sent by a dispatcher shall be displayed on the MDT screen. The screen shall display upcoming pickup or drop-off trip events in summary format including at least event type, negotiated time, client name, gender, event location, fare amount, client comment and location comment.			
.15	The MDT shall allow the vehicle operator to select a trip event to get full detail on the pickup or drop-off on a separate screen, which shall include at minimum pickup/drop-off, first and last name, client id, gender, appointment time, negotiated time, window times, location, client comment, location comment, fare type, and space type.			
.16	The MDT shall require that the vehicle operator acknowledge the receipt of an insertion, deletion or change to the current manifest (including no-show events). There shall be an audible tone from the MDT when any such manifest change notification is received. All changes in the manifest will be highlighted in distinct colors.			
.17	The MDT shall notify the vehicle operator about the loss of data communication through a distinct symbol on the operator screen.			
.18	The operator shall use the MDT to select an “arrive” event by pressing a button when first arriving at the location, and then again use the MDT to select a “perform” event when about to depart the location.			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.19	In the case of grouped trip events, the vehicle operator shall be able to register a single “arrive” event and “perform” event that applies to all trip events in the group.			
.20	The MDT shall be configured to not allow the arrive event unless the vehicle reaches within configured radius of the pickup location.			
.21	If the customer is not available at the location, the operator shall use an MDT button to request a “no-show”.			
.22	Pickups with a pending no-show request or that have been cancelled due to a no-show shall be indicated to the dispatcher.			
.23	The operator shall have the opportunity to update the passenger count, space type and fare type at the time of selecting the perform trip event and send the updated information to the paratransit software.			
.24	The trip event message shall include the date/time, trip event type, location and odometer value.			
.25	The MDT shall be equipped with a navigation assistance module to provide visual and audible turn-by-turn instruction for operators of paratransit vehicles.			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.26	The MDT shall display a map showing the current location of the vehicle, the location of the next pickup or drop-off, and a continuously-updated suggested routing between them, at the closest zoom level where this route fits on the display. As the vehicle travels, the map view will automatically pan and zoom to continue to show this entire routing at the closest possible zoom level.			
.27	The MDT shall allow operators to override the map zoom level or pan the map display, and to select for the display to return to the default mode that automatically follows the routing.			
.28	The driving instructions shall include both the turn directions and the name of the street, and this information shall be provided at an agency-configurable distance in advance of the turn.			
.29	The navigation module shall allow the operator to activate and deactivate the navigation map display and/or the audible instructions as desired.			
.30	The navigation map shall be stored in the MDT or OBC and be updateable over the cellular data communications.			
.31	If the navigation application is active when a manifest change notification or text message is received, the audible alert tone shall be provided without interrupting the navigation application. This will allow the operator to acknowledge and review the manifest changes or text messages at the next appropriate opportunity without interrupting the navigation support.			

4. SYSTEM FUNCTIONAL REQUIREMENTS – ENHANCED SYSTEM COMPONENTS

The enhanced system components represent additional components that WATA intends to implement as funding becomes available. These components (or a portion of them) may be implemented in conjunction with the core system components or at a later date. Therefore, the core system must be appropriately designed so as to enable integration for WATA selection of any combination of these enhanced system components.

4.1 Central System

4.1.1 Fixed Route Scheduling Software

4.1.1.1 Vehicle Assignment

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	The system shall enable both automatic and manual vehicle block development based on user-defined variables, with checks to ensure that all trips have been assigned and notifications provided with a missing assignment. The system shall enable blocking trips based on an assigned bus type.			
.2	The system shall enable users to both automatically and manually assign block numbers.			
.3	The system shall allow developing potential interline relationships both for the entire service and based on the user selecting specific routes or trips.			
.4	The system shall perform blocking to minimize the number of vehicles required, deadhead time and/or the total vehicle hours.			

4.1.1.2 Runcutting

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	The system shall enable both cutting single-piece and multi-piece work assignment runs, with each piece being a sequence of route trips from a particular block.			
.2	The system shall enable both ensuring that runs have identical start/finish locations and that specific run types are available at given periods of the day.			
.3	The system shall enable users to both automatically and manually assign run numbers.			
.4	The system shall enable users to customize so that generated runs incorporate all applicable WATA labor agreement provisions.			
.5	The system shall enable users to customize so that generate runs incorporate all WATA management rules.			
.6	The system shall flag when a manual or automatically generated runcut violates a management rule or labor agreement provision.			
.7	The system shall allow for developing alternative runcut scenarios, allowing WATA to compare resulting costs for each scenario. Results shall be at least as cost effective as those currently produced manually for an equivalent scenario.			
.8	The system shall allow shifting trip relief times (as stated in block tables) to optimize runcuts.			
.9	The system shall enable specifying compressed work weeks (e.g., 4 day work weeks, 10 hour days).			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.10	The system shall enable manually cutting some or all of the blocks.			

4.1.1.3 Rostering

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	The system shall build rosters (i.e. sets of daily operator assignments combined over multiple days) automatically.			
.2	The system shall enable users to both automatically and manually assign roster numbers.			
.3	The system shall take into account special service levels in effect for selected and recurring dates (e.g., holidays).			
.4	The system shall allow WATA staff to establish rules on which rostering suggested by the system will be based.			
.5	The system shall create separate rosters for various groups of operators (e.g., part-time rosters).			
.6	The system shall validate the transitions between rosters for two consecutive rostering periods.			
.7	The system shall automatically generate both one roster at a time and all rosters.			
.8	The system shall allow WATA staff to access human resource information for any bus operator that has been imported into the system.			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.9	The system shall validate operator roster selections to determine whether each operator meets minimum rest time requirements between runs and alert WATA if these requirements are not being met.			
.10	The system shall validate operator roster selections to determine whether each operator meets requirements for minimum/maximum assigned work load.			

4.1.1.4 Reporting

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	Reports shall be filterable by user-selectable fields.			
.2	The system shall generate a report for each trip pattern, listing the distances and running times between timepoints.			
.3	The system shall generate a bus stop report identifying bus stop location, amenities, conditions, and other fields that are part of the bus stop definition.			
.4	The system shall generate detailed timetables for each route and for each service day type.			
.5	The system shall generate timetables suitable for providing schedule information to the customers (e.g., in pocket timetables).			
.6	The system shall generate a report listing the block numbers and detailing the sequence of trips			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
	for each.			
.7	The system shall generate a report detailing the block/trip for the sequence of work pieces comprising each run.			
.8	The system shall generate a report listing the set of runs in each roster, in a suitable format for operator signup.			
.9	The report files shall be easily exported to formats that can be opened and edited in the latest versions of Microsoft Word and Excel.			

4.1.2 Fixed Route Pullout Management Software

4.1.2.1 General

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	The pullout management software shall enable and track the assignment of vehicles to blocks and operators to runs, the latter starting with the assignments from the operator signup.			
.2	The pullout management software shall track actual pullout and pull-in times for each block.			
.3	The pullout management software shall track all vehicle assignments and changes to the operator assignments throughout the operational day, including: <ul style="list-style-type: none"> • Details of each change • Who the change(s) were made by 			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
	<ul style="list-style-type: none"> When the change(s) were made 			

4.1.2.2 Interfaces

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	The system shall interface with fixed route scheduling software to get baseline operator assignments.			
.2	The system shall interface with the fixed route CAD/AVL software in order to track the time that vehicles exit and enter the garage.			

4.1.2.3 Employee Details

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	<p>The pullout management software shall store employee information for which direct access is needed to enable operator assignments, including:</p> <ul style="list-style-type: none"> Identification and contact information (such as name, ID number and contact information including at least 4 phone and 2 email address fields, each with customizable labels) Status and eligibility information (such as full/part time status, active/inactive status, overtime preferences, seniority level and license information including type, class and 			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
	expiry date) <ul style="list-style-type: none"> • Leave time information (such as days off and weekly vacations) and leave time balance • Free-form comments related to the employees • WATA customizable and filtered fields 			
.2	The pullout management software shall allow WATA to search employees based on any fields in the employee data.			
.3	The pullout management software shall enable the import and export of employee information to/from standard flat file formats (such as comma separated value files), as well as the direct input of any employee information via manual entry.			

4.1.2.4 Vehicle Assignment

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	The pullout management software shall show vehicle assignments and allow easy identification of unassigned vehicles and vehicles unavailable due to maintenance.			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.2	The pullout management software shall allow WATA to reassign vehicles between blocks, and assign vehicles to unassigned blocks. Any unassigned blocks with no vehicle assigned shall be brought to the attention of the software user (e.g. through the use of highlights, alerts, or other means). Vehicles will not be allowed to be assigned to more than one block at a time, and will alert users if they try to do this.			
.3	The pullout management software shall display the current number of vehicles in revenue service.			
.4	The pullout management software shall keep a record of the time that vehicles enter and exit from each garage and go in or out of service.			

4.1.2.5 Operator Assignment

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	The pullout management software shall show operator assignments and allow easy identification of unassigned operators.			
.2	The pullout management software shall allow WATA to reassign operators between runs, and assign operators to unassigned runs. Any unassigned runs with no operator assigned shall be brought to the attention of the software user (e.g. through the use of highlights, alerts, or other means). Operators will not be allowed to be assigned to more than one run at one time.			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.3	When an operator is removed from a run, the pullout management software shall provide a mechanism for entering the reason for removal.			
.4	When changes are made to operator assignments, the system shall automatically validate the assignments to ensure that they conform to WATA-defined rules.			
.5	The pullout management software shall automatically display a list of operators (including contact information) available to fill unassigned runs. The software shall note which of these operators can be utilized without violating WATA-defined rules. The software shall also indicate which operator selections will result in overtime being paid, and the overtime preferences for these operators.			
.6	The pullout management software shall allow the entry of operator availability (e.g. leave time, training, jury duty, etc.) and shall automatically identify runs for which an operator is assigned but not available.			
.7	The pullout management software shall allow the user to assign/re-assign an operator to future runs and off days. It shall be possible to enter this information for any future date up to the end of the baseline schedule (i.e. the end of the scheduling period for the schedule created in the fixed route scheduling software).			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.8	The pullout management software shall allow the user to view an employee's run assignments and hours for the current week (on a weekly and day-by-day basis) in order to review the amount of work assigned and determine availability for additional run assignments			
.9	If an operator does not show up to work, dispatch shall be notified and the software shall enable immediate changes to cover the open run with an available operator.			
.10	A workstation shall be provided in the operator sign-in area to display current assignments as a source of operator information.			

4.1.2.6 Reports

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	<p>The pullout management software shall provide standard reports based on the stored data. Offerors shall provide details in their proposals related to reports that are offered and the degree to which they can be configured. The standard reports shall include, at a minimum:</p> <ul style="list-style-type: none"> • Operator and vehicle assignments • Leave time information • Employee runs sheet (including hours worked/overtime) • Vehicle usage summary 			

4.1.3 Real-Time Information Software IVR Module

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	<p>The Contractor shall be responsible for design and development of the Interactive Voice Response (IVR) system, including all required scripting, mp3 file generation, and integration with CAD/AVL and paratransit systems.</p> <p>The central system shall be capable of providing real-time and static traveler information to customers via the telephone. Customers would dial in to a single number and be prompted to indicate the specific information they require. The IVR shall support use of a stop ID and other methods of real-time information access.</p>			
.2	The IVR system shall accept either voice or touch tone responses from users.			
.3	The IVR system shall employ a simple access/menu structure, for approval by WATA.			
.4	Real-time information shall include updated bus stop arrival/departure predictions (same as provided via the website and data feed) and general service delay updates.			
.5	Static information available shall be pre-recorded general information as selected by WATA such as hours of service and fare information.			
.6	The IVR system shall provide an easy-to-use tool to update, program and broadcast recordings. Tool shall allow for the manipulation of audio files and include capabilities to record, cut, copy and paste segments of the audio file.			

4.1.4 Paratransit Software Automated Trip Arrival IVR Notification

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	Passengers shall be able to subscribe to an automatic vehicle arrival notification service, which shall allow them to be automatically notified by telephone via an interface with the IVR server the night before the trip and once the vehicle is within a WATA-configurable distance from the pickup location.			
.2	Customers shall be able to choose whether to receive one or the other or both of these notifications, and the phone number at which they should be called.			

4.1.5 Real-Time Information Software VMS Management Module

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	The central system shall provide the ability to interact with Variable Message Signs (VMS) or flat-screen displays at equipped bus stops to communicate real-time arrival/departure predictions (same as provided through the website and data feed), or other static and ad hoc information to the public.			
.2	The central system shall be able to monitor the status of the signs and shall display an error message when a fault is diagnosed.			
.3	The central system shall have the ability to store canned messages and select from these for display at the wayside VMS.			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.4	The central system shall have the ability to input a free form text messages for display at the wayside VMS to alert riders of a service disruption			
.5	The central system shall have the ability to activate and/or deactivate a message displayed on the VMS both manually and automatically.			
.6	The central system shall have the ability to change the message priority.			

4.1.6 Automated Passenger Counter Software

4.1.6.1 Unprocessed Data

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	Unprocessed APC data received from vehicles shall be stored without alteration in database tables. The system shall retain unprocessed APC data after post-processed APC data has been developed.			

4.1.6.2 Post-Processed Data

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	The system shall associate each unprocessed APC record with the correct nearest stop, based on an algorithm that uses the recorded GPS latitude and longitude, the route, and the stops assigned to preceding and following data records.			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.2	If the latitude and longitude recorded for a stop are not within a configurable distance of a stop on the current route/trip, a stop ID shall not be added to the data record.			
.3	The system shall initially flag in the unprocessed data (1) any "outlying" data; (2) instances where the calculated vehicle occupancy becomes negative; and (3) instances where the total number of boardings and alightings over the course of a trip are not equal.			
.4	The software shall allow the user to set and adjust parameters controlling the automatic flagging of "outlying" data.			
.5	The system shall allow the user to review the flagged data and offer post-processing options. At a minimum, these options will include (1) eliminating or adjusting "outlying" data; (2) proportionally adjusting boarding and alighting counts data to avoid a negative occupancy condition; and (3) proportionally weighting boarding and alighting counts to equalize the total number of boardings and alightings.			
.6	The system shall store the post-processed version of the APC data received from vehicles in a database table.			

4.1.6.3 Reporting

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	The system shall be capable of importing/exporting ridership data from/to standard spreadsheet/database files such as Excel and Access.			
.2	The system shall allow users to manually enter ridership data.			
.3	Common transit management questions for which the system shall be capable of providing information support include, but are not limited to, those in the following categories: <ul style="list-style-type: none"> • Ridership by route, run, segment and bus stop; • National Transit Database reporting (e.g., passenger mile statistical reporting). 			
.4	The system shall provide ridership analysis results in both tabular and graphical formats.			
.5	The system shall generate APC data reports, offering both tabular and graphical formats. The system shall also generate all specific reports required by the National Transit Database (NTD) program.			
.6	The user shall be able to select between unprocessed and post-processed data. The user shall be able to apply a filter comprising any combination of route, pattern, direction, stops, date/time period and day-of-week. The user shall be able to select to view data including boardings by stop, boardings not assigned to a stop, alightings by stop, alightings not assigned to a			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
	stop, onboard passenger load by stop, and stops for which boardings/alightings were not recorded.			
.7	All database tables shall be made available in an ODBC-compliant format, with the data dictionary and ERD provided to WATA, so that WATA can import this data for analysis and reporting purposes into a common database management and analysis tool.			

4.1.7 Automated Vehicle Announcements (AVA) Software

4.1.7.1 General

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	The system shall provide an integrated software package for preparing all information to be downloaded to the fleet, including the interior/exterior announcements, DMS text messages, announcement trigger locations, and headsign trigger locations.			

4.1.7.2 Announcement Preparation

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	The system shall provide a text-to-speech generator for English and Spanish.			
.2	The system shall provide software to create recorded message files in-house.			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.3	The system shall be able to use professionally-recorded messages that use a designated file format.			
.4	The system shall provide the ability to create announcement messages that concatenate selected portions of recorded message files with timed pauses and text-to-speech segments.			
.5	The system shall provide the ability to create the VMS text associated with each announcement message.			

4.1.7.3 Trigger Location Configuration

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	The system shall allow the announcement message files and associated VMS text files to be linked with individual announcement trigger locations.			
.2	An announcement trigger location is a user-defined area located just prior to a stop location. The system shall provide a utility that allows the user to configure announcement trigger locations on a global basis (e.g., 800 feet before) and to set or adjust announcement trigger locations individually.			

4.2 In-Vehicle (Fixed Route)

4.2.1 Automated Passenger Counters

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	The APC sub-system shall accurately count the number of passengers boarding and alighting at each stop, separately for each doorway. Counts shall be accurate within +/- 5% for both boarding and alighting passengers.			
.2	The APC sub-system shall store the boarding and alighting counts on-board, for each stop and doorway, including the latitude, longitude, stop ID number, current date, time, block, route and trip.			
.3	The APC sub-system shall assign count records to stops based on the GPS locations.			
.4	The APC sub-system shall transfer the stored counts data to the central system.			
.5	The doorway sensors shall be able to separately count successive passengers that are walking as close together as is practical, either one behind the other or side-by-side.			
.6	The doorway sensors shall not register as multiple passengers the passage of a single passenger that reaches into or out of the doorway passage, or is swinging their arms, while passing through the sensors.			
.7	The APC sub-system shall be interfaced with a wheelchair ramp sensor, such that the number of wheelchair ramp operational cycles at each station is also recorded.			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.8	The OBC shall use the interface to receive the various status messages transmitted by the APC equipment.			
.9	The OBC shall store all status messages received from the APC equipment in a log file, with each log record including the date, time, vehicle ID, GPS location, run, block, route, and trip. WATA staff shall be able to upload these APC equipment status log files from the OBC using a PC via a USB port.			

4.2.2 Automated Vehicle Announcements (AVA)

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	The Operator shall be able to select an announcement to play at any time from a scrollable list on the MDT. The scrollable list shall not include announcements that are not applicable to the current trip.			
.2	Next stop announcements on vehicles shall play a recording indicating the name of the next bus stop, triggered by arriving at one or more stored location(s) upstream of that stop. These messages shall be activated by the OBC based on the vehicle location. The next stop announcement shall activate at an accuracy of within +/- 30 feet of the stored assignment points.			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.3	Volume for the announcement shall be automatically set based on the ambient interior sound level immediately prior to activation of the announcement and the response of announcement volumes to changes in the interior sound levels shall be configurable by WATA.			
.4	Stop announcement configurations shall be based on the current route as determined by the run assignment the operator enters into the MDT when initializing the in-vehicle systems.			
.5	The next stop announcement shall not be activated if the vehicle is off-route or out-of-service.			
.6	The next stop announcement shall announce all stops, or only stops selectively identified by WATA (e.g., major intersections, landmarks, transfer points).			
.7	Onboard VMS displays shall indicate the name of the next bus stop for a configurable duration, triggered by arriving at a stored location upstream of that stop. These messages shall be activated through an interface to the OBC and shall automatically change as required based on the vehicle location. The VMS shall activate at an accuracy of within +/- 30 feet of the stored assignment points.			
.8	There shall be one sign per bus near the front of the bus mounted from the ceiling, likely in-line with the center-line of the bus, where it can be viewed from the entire passenger area of the bus.			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.9	The sign shall consist of a 1-line Amber LED matrix with a minimum of 16 fixed-width font characters per line. Characters shall be of sufficient size and clarity to allow a legibility distance of at least 40 feet.			
.10	The VMS messages shall be legible under varying ambient internal illumination conditions.			
.11	The VMS shall be able to display a message composed of any combination of alphanumeric character fonts and punctuation symbols. The font for the VMS shall be approved by WATA.			
.12	Display characteristics shall include variable and fixed width fonts, proportional spacing and fully-configurable fonts.			
.13	The OBC shall use the interface to receive the various status messages transmitted by the onboard VMS equipment.			
.14	The OBC shall store all status messages received from the onboard VMS equipment in a log file, with each log record including the date, time, vehicle ID, GPS location, run, block, route, and trip. WATA staff shall be able to update these onboard VMS equipment status log files from the OBC using a PC via a USB port.			

4.2.3 Farebox Integration

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	The OBC shall be interfaced with the existing GFI Odyssey fareboxes, using a GFI J1708/J1587 interface documentation to be provided by WATA as the basis for data exchange.			
.2	The OBC shall use the interface to enable operator login to the farebox using the MDT, with the OBC transmitting data to the farebox indicating the current operator, route, and trip.			
.3	The OBC shall use the interface to continuously broadcast location data to the farebox while the front door is open.			
.4	The OBC shall use the interface to transmit to the farebox an alternate fareset selected via the MDT and when the trip direction has changed.			
.5	The OBC shall use the interface to send time/date synchronization data to the farebox.			
.6	The OBC shall use the interface to receive the various status messages transmitted by the farebox.			
.7	The OBC shall store all status messages received from the farebox in a log file, with each log record including the date, time, vehicle ID, GPS location, run, block, route, and trip. WATA staff shall be able to upload these farebox status log files from the OBC using a PC via a USB port.			

4.2.4 Headsign Integration

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	The OBC shall be interfaced with the existing Luminator headsigns, using Luminator J1708/J1587 interface documentation to be provided by WATA.			
.2	The OBC shall use the interface to command the headsign to show a message indicating the route to be operated on the upcoming trip, at a WATA-configured location approaching the end of the preceding trip.			
.3	The OBC shall allow the operator or dispatcher to manually override the headsign message, and log such overrides.			
.4	The OBC shall use the interface to receive the various status messages transmitted by the headsign.			
.5	The OBC shall store all status messages received from the headsign in a log file, with each log record including the date, time, vehicle ID, GPS location, run, block, route, and trip. WATA staff shall be able to upload these headsign status log files from the OBC using a PC via a USB port.			

4.2.5 Reinstalling Equipment

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	The Contractor shall install equipment hardware modules removed by WATA from a decommissioned bus into a new bus and shall configure and test all the components in the new bus (including but not limited to wiring, communication system, power supply).			

4.3 In-Vehicle (Paratransit)

4.3.1 Reinstalling Equipment

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	The Contractor shall install equipment hardware modules removed by WATA from a decommissioned bus into a new bus and shall configure and test all the components in the new bus (including but not limited to wiring, communication system, power supply).			

5. Physical Installation Requirements

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	The Contractor shall arrange for access and approval to complete relevant installations, to be granted by WATA’s Project Manager.			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.2	The Contractor shall obtain approval from WATA’s Project Manager for location for all on-board equipment for each vehicle style. Contractor shall supply all mounting supplies needed to complete the mount in the approved location for each vehicle style.			
.3	The Contractor shall provide all labor, materials, parts, cables, software, documentation, instructions, warranty and maintenance in accordance with the intent of these specified system requirements.			
.4	WATA will make fixed route vehicles available for installation overnight (8:00 pm to 1:00 am) and on Sundays. Additionally, WATA will normally be able to take up to 2 fixed route vehicles out of service for installation on a rotating basis during a normal workday.			
.5	Paratransit vehicles will only be available for installations overnight between 8:30 pm and 1:00 am.			
.6	One bay will be provided at any point in time for the Contractor to perform installations at WATA’s main facility.			
.7	All equipment and components used shall be new.			
.8	All equipment shall be designed to provide a usable life of not less than fifteen years.			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.9	All equipment shall be designed for use in urban transit operations, with specific attention to ergonomics, reliability, efficiency, and safety for passengers, operators, maintenance personnel and other system users.			
.10	Equipment furnished under these specifications shall be the latest model in current production, as offered to commercial trade, and shall conform to quality workmanship standards and use materials consistent with transit industry requirements.			
.11	System components shall be built in accordance with best commercial practice. As a minimum, the design and construction shall provide for: <ul style="list-style-type: none"> • Safe, reliable and stable operation • Minimum maintenance, configuration and calibration required • Minimum number and variety of assemblies and spare parts • Maximum attention to human engineering and • Simplified design and rapid fault isolation to reduce the requirement for highly skilled maintenance personnel 			
.12	The Contractor shall make required improvements and provide all required structures and services for equipment or elements to be installed at all sites and in all vehicles.			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.13	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.			
.14	All parts shall be made of corrosion resistant material, such as UV resistant plastic, stainless steel, anodized aluminum or brass.			
.15	The Contractor shall utilize modular design throughout.			
.16	Standard, commercially available components shall be used wherever possible.			
.17	All functionally identical modules, assemblies and components shall be fully interchangeable between all equipment acquired under this contract.			
.18	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.			
.19	All equipment shall be modularly upgradeable so that it does not need to be replaced in its entirety to increase memory capacity, to upgrade processing performance, upgrade the operating system or application or to reconfigure I/O options.			
.20	Equipment shall be designed to prevent unauthorized access, and to facilitate only authorized access.			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.21	Provisions shall be made to protect all equipment and components from vandalism and physical abuse.			
.22	Equipment and sub-components shall be identified by a part number and/or serial number, permanently and legibly affixed directly to the surface of the unit.			
.23	Unless otherwise specified in the sub-system specifications, all onboard equipment shall have a minimum 25,000 hours MTBF.			
.24	Unless otherwise specified in the sub-system specifications, all office equipment shall have a minimum 10,000 hours MTBF.			
.25	The Contractor shall select system components that have locally available technical support and repair centers wherever possible.			
.26	The system equipment shall adhere to environmental requirements as per Section 8.			
.27	It shall be the responsibility of the Contractor to properly locate and install all vehicle equipment. All equipment shall be installed in a manner that allows for simple replacement in the event of failure.			
.28	Equipment shall allow for easy installation in transit vehicles without major disassembly of the vehicle.			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.29	In-vehicle system components shall be identical in mounting characteristics and inter-unit cabling across the entire fleet, so that a specific piece of equipment will be installable with minimal modification in any of the vehicles for which it might be used.			
.30	Equipment shall not pose a hazard to operators or passengers when operated in accordance with manufacturer's recommendations.			
.31	Individual equipment components to be installed shall be capable of being carried by a single person, and shall not exceed 35 lbs.			
.32	Equipment shall be able to be replaced in a vehicle in five minutes or less when the proper tools and a spare unit are available.			
.33	Equipment shall not pose any hazards to the operators or maintenance personnel with sharp edges or other hazards.			
.34	All system components shall be waterproof and use WATA's standard connectors and fasteners.			
.35	External antennae should be wash rack serviceable.			

6. Electrical Requirements

6.1 General Requirements

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	All device enclosures shall contain an accessible master circuit breaker (within a locked enclosure) that will remove power from the equipment when tripped. Circuit breakers shall clearly indicate when they have been tripped.			
.2	All enclosures, chassis, assemblies, panels, switch boxes, terminal boxes, exposed metal equipment shall be grounded.			
.3	Conductors carrying 50 volts or more shall not be bundled with any lower voltage conductors.			
.4	Wire dress shall allow sufficient slack for three additional "re-terminations" without excess tension.			
.5	Wire splices are not permitted.			
.6	Wire and cable ties shall not be so tight as to cause indentation and damage to the insulation.			
.7	Adhesive-mounted bases shall not be used to support wire ties or cable supports.			
.8	All conductors within each enclosure shall be installed free from metal edges, bolt heads, and other sharp or interfering or hazard points.			
.9	All conductors providing connections between components shall be provided with strain-relief, and be clear of moving objects that could damage either the conductor or the object.			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.10	Where wires pass through openings, appropriate bushings shall be provided to protect the integrity of the wiring insulation.			
.11	All terminations and cables shall be clearly indexed, labelled, consistent throughout the vehicle and between vehicles, and schematically identifiable.			
.12	All wire labels shall be non-metallic and shall resist standard lubricants and cleaning solvents.			
.13	When components are connected to each other through individual wires, the wiring shall be incorporated into a wiring "harness," where each branch of each circuit can be separated from others for troubleshooting.			
.14	Protection shall be provided against radio frequency and electromagnetic interference (RFI/EMI) emission sources, as well as internal conductive or inductive emissions.			
.15	The Contractor shall be responsible for securing Underwriters Laboratories, American National Standards Institute (ANSI) and other electrical certifications, and shall be responsible for any costs associated with the certification process and/or inspections.			

6.2 Central System

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	All equipment installed in WATA facilities, with the exception of any on-board equipment shall operate from a nominal line voltage of 120 VAC, within voltage tolerances of +10% to -20%, and a frequency range of 57 Hz to 63 Hz without equipment damage.			
.2	Unless otherwise approved or directed by WATA, all servers and non-desktop computers shall be rack-mounted.			

6.3 In-Vehicle

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	Onboard components shall operate at a nominal +12.5 VDC, and be fully functional within operating supply voltage ranges of + 9VDC to +30 VDC. Voltages shall be measured at the power connector to the device.			
.2	The system shall employ low and high voltage protection, as well as reverse polarity protection.			
.3	Contractor shall provide power conditioners/filters for all in-vehicle equipment.			
.4	All roof or exterior mounts shall incorporate a drip loop.			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.5	Wiring/installation diagrams for in-vehicle systems shall be provided by the Contractor for each make/model of vehicle.			
.6	Operation of equipment shall not affect or be affected by vehicle components, such as engine ignition, or other on-board equipment including computers, vehicle power supplies, radios, automatic vehicle identification systems, and on-board data collection and processing equipment.			
.7	Operation of equipment shall not be affected by the electromagnetic fields generated by utility transmission lines, by an overhead catenary, by local power distribution, by bridges, or by infrastructure along city roads that can induce interference.			
.8	The Contractor shall identify the power requirements including start-up and operation of all equipment to be installed on vehicles.			

7. Environmental Requirements

7.1 Central System

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	Office installed equipment shall maintain specified performance while operating in a controlled environment of +38°F to +92°F, and relative humidity (non-condensing) of less than 90%.			

7.2 In-Vehicle

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	All exterior mobile equipment including antennas shall be weatherproof.			
.2	The exterior operating temperature shall be between -40°F and +158°F.			
.3	The interior operating temperature shall be between -20°F and +158°F.			
.4	The storage temperature shall be between -40°F and +185°F.			
.5	The equipment shall be able to handle 0-90% relative humidity, non-condensing.			
.6	The operating vibration shall be between 1.5G RMS, 5 to 15 0 Hz.			
.7	The equipment shall be able to sustain shock of 30G of 6 milliseconds and up to 5G sustained.			
.8	The equipment shall meet, at a minimum, the IP 54 code for solid object and moisture protection.			
.9	The equipment shall be able to handle water spray from cleaning floors and walls, industrial solvents, rain, mud, snow and slush, all of which may contain salt that may come in contact with equipment.			

8. Project Management and Documentation

8.1 Implementation Plan and Schedule

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	The Contractor shall provide a detailed implementation plan and schedule with sufficient time allocated for WATA reviews at different stages of the process.			
.2	WATA wishes desires to begin operation and acceptance testing of the new system by May 2012.			

8.2 Documentation Submission Requirements

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	The Contractor shall provide detailed documentation that describes the system design, configuration, training, as-built conditions, operation and maintenance. All documentation shall be in English, shall utilize customary US measurements, and shall be submitted directly to WATA electronically in Word/ Excel/MS Project and also in Adobe Acrobat.			
.2	The Contractor shall include the necessary time and resources to modify the documentation to incorporate comments from WATA. The Contractor shall then include additional time for WATA to review the revised documentation.			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.3	Equipment installation drawings shall be prepared in Adobe Acrobat and provided on CD-ROM. The drawings shall contain sufficient detail including but not limited to equipment dimensions, interfaces, cable details, equipment mounting and fire protection.			
.4	Electrical and electronic drawings shall be supplied to show engineering changes made to any component or module up to the end of the warranty period of the system supplied.			
.5	The manuals shall be complete, accurate, up-to-date, and shall contain only that information that pertains to the system installed.			
.6	All pages of the documentation shall carry a title, version number and issue date, and shall contain a complete subject index. The Contractor shall be responsible for fully co-ordinating and cross-referencing all interfaces and areas associated with interconnecting equipment and systems.			
.7	Documentation shall require re-issues if any change or modification is made to the equipment proposed to be supplied. The Contractor 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.			

9. Design Review

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	The design process for the system shall achieve an approved System Design Document prior to proceeding with installations and testing.			
.2	The Contractor shall attend design meetings with WATA to discuss the comments and proposed responses. Such meetings shall be scheduled to take place shortly after the Contractor has had a chance to respond to comments. The meeting will be used to reach agreement on any outstanding issues raised through the review process. The Contractor shall be expected to issue notes with agreed upon action items following from the meeting.			

9.1 Site Surveys

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	<p>As part of the Preliminary Design, the Contractor is expected to identify any risks or issues that may arise related to existing conditions at WATA’s facilities. A series of site surveys are anticipated to help the Contractor collect necessary information to complete the task. The Contractor shall visit all relevant locations related to installation of system equipment including but not limited to:</p> <ul style="list-style-type: none"> • Vehicles • Server rooms • Installation bays • Maintenance and repair facilities • All coach types and configurations 			
.2	<p>The Contractor shall meet with the WATA IT representatives to agree to system security measures including wording about firewall, data encryption/privacy, communication, etc.</p>			

9.2 In-Vehicle Equipment Location

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	<p>The Contractor shall be responsible for identifying the preferred in-vehicle equipment installation location for all coach types and configurations. Documentation including drawings (dimensioned sketches are acceptable) and photographs illustrating the proposed equipment locations shall be submitted.</p>			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.2	<p>To identify the optimum positioning of the equipment on each bus type, the Contractor is expected to supply and use a mock-up of the equipment. WATA staff will accompany the Contractor on site visits to help determine the optimal location, and will make available in the yard different coach types and variants. Use of the mock-up will also help to properly assess grab rail modifications, base plate requirements, etc.</p>			
.3	<p>The equipment shall be positioned for ease of passenger movement and driver operation, with maximum consideration for passengers with disabilities. Specifically, placement of equipment on low-floor buses must allow for passage of a wheelchair from front door lift (if so equipped), through the vestibule to the passenger section. Furthermore, the equipment shall be positioned so that it will not interfere with access to any other replaceable equipment on the bus, and will permit complete unrestricted opening of all maintenance lids, doors and other access panels. The equipment shall not interfere with any aspect of the operation of the bus, including the access of the driver to their seat or access to operation of the wheelchair lift (if so equipped). The equipment shall not restrict the operator’s view of the steps, any part of the bus windshield or any part of the interior of the bus.</p>			

9.3 System Design Document

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
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	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	<p>The System Design Document (SDD) shall include, as a minimum, the following information:</p> <ol style="list-style-type: none"> 1. Overall system schematic and architecture 2. Database schema 3. Hardware specifications including the latest model equipment offered commercially 4. List of Spare Parts and Consumables 5. Detailed description of all RS-232, J1708 or other onboard interfaces 6. Installation drawings for each bus type and at the Central System location 7. System Security Plan, describing security features of the Central System including anti-virus, firewall, and data encryption/privacy 8. Definition of external interfaces including message structure and protocols, such that third party systems and/ or enhancements (farebox system, real time website and IVR) could be interfaced to the CAD/AVL equipment independent from the Contractor 			

10. Sample Vehicle Demonstration

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	<p>The Contractor shall provide a sample vehicle demonstration. WATA will provide:</p> <ul style="list-style-type: none"> • 4 fixed route test vehicles of various makes/models (Option A Offeror) • 1 paratransit test vehicle (Option B Offeror) 			
.2	<p>The sample vehicles shall be equipped with all required components and interfaces. The Contractor shall demonstrate all vehicle-related aspects of system functionality as required by the Contract.</p>			
.3	<p>The sample vehicle demonstration shall commence once the central system and all sample vehicle equipment have been installed. The demonstration shall help in identifying and correcting any omissions/errors with respect to the contract and system design documents. The sample vehicle demonstration shall be witnessed by WATA's representatives (WATA staff and/or designated support consultants).</p>			

11. Acceptance Testing

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	<p>The Contractor shall submit an Acceptance Test Procedures document (ATP), for WATA approval prior to undertaking any testing.</p>			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.2	<p>The ATP shall clearly address:</p> <ol style="list-style-type: none"> 1. How each testable specification requirement will be demonstrated, including the method for performing the test, 2. The results that will constitute success for each test, and 3. Responsibilities of both Contractor and WATA’s representatives during each test. 			
.3	<p>The ATP shall include a cross-reference to the test procedure(s) that serve to address each contract requirement.</p>			
.4	<p>The ATP shall be submitted to WATA at least three weeks in advance of any intended testing, and WATA shall be notified by the Contractor at least five days in advance of each test. Notice shall be provided in writing, indicating the specific tests to be completed, as well as the date, time, and location. The Contractor shall be required to reschedule testing if WATA witnessing representatives cannot be present or if other circumstances prevent testing from taking place.</p>			
.5	<p>The ATP shall incorporate the following distinct testing stages:</p> <ol style="list-style-type: none"> 1. System Acceptance Testing (SAT), and 2. Operability Period Testing (OPT). 			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.6	The Contractor shall provide written Test Results Documentation (TRD) within one week of completing testing. The TRD shall document the results of each ATP procedure and indicate which contract requirements have been demonstrated, and must be approved before WATA will grant System Acceptance (SA).			
.7	SA will not be granted until all contract requirements have been formally demonstrated through Acceptance Testing.			
.8	A requirement classified as having been “demonstrated” during a certain Acceptance Testing stage can be subsequently redefined as having been “not demonstrated” if compliance issues emerge prior to SA.			
.9	In general, all deficiencies must be rectified at each stage before proceeding. However, at WATA’s discretion, the Contractor may be authorized to proceed to the next testing stage with certain deficiencies not yet resolved.			

11.1 System Acceptance Testing (SAT)

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	The SAT can only be initiated once all of the system elements have been installed and configured. 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. Where software interfaces with other software, this interface shall be tested through the SAT for each piece of software.			
.2	Each requirement listed in the specification shall be tested or, in cases where it may not be feasible to test certain functions in the operational environment, evidence for correct function is to be provided.			
.3	SAT shall be witnessed by WATA representatives (WATA staff and/or designated support consultants).			

11.2 Operability Period Test

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	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 will result in restart of the OPT.			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.2	Any deficiencies shall be rectified before WATA will grant system acceptance.			

12. Training

12.1 Training Courses

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	The Contractor shall be responsible to train WATA designated personnel according to the requirements specified herein.			
.2	Training shall take place at WATA-designated facilities.			
.3	Hands-on practical training with demonstration equipment shall occupy a significant portion of all training classes.			
.4	The training presentations and material shall be in English.			
.5	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.			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.6	The Contractor shall provide experienced and qualified instructors to conduct all training sessions. The Contractor is responsible for ensuring that the instructors teaching these courses are not only familiar with technical information but are able to utilize proper methods of instruction, training aids, audiovisuals and other materials to provide for effective training.			
.7	The Contractor is responsible for providing all training materials, training aids, audiovisual equipment and visual aids for the conduct of these courses.			
.8	Instructional materials consisting of applicable equipment operation and maintenance manuals, and supplemental notebooks consisting of additional drawings, procedures, and descriptive information shall be provided.			
.9	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.			
.10	All training materials are to become the property of WATA at the conclusion of training.			
.11	Maintenance training shall commence during the time when equipment is installed on the buses.			
.12	At the request of WATA, the Contractor shall provide additional training sessions at the contract price per session.			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.13	The Contractor shall submit the training curricula, presentations, and materials for review and approval by WATA. No training shall commence until these items have been approved.			
.14	Training curricula shall meet all training requirements and indicate course content, training time requirements, and who should attend.			
.15	Training curricula shall be provided to WATA for review a minimum sixty days prior to commencement of equipment installation.			
.16	Level of competency required to pass course examinations shall be determined by WATA.			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.17	<p>At a minimum, training should be provided on the following systems:</p> <ul style="list-style-type: none"> • Fixed Route <ul style="list-style-type: none"> • Computer Aided Dispatch Training (1 session, 5 people each); • Scheduling and Pullout Management Software Training (1 session, 5 people each) • In-Vehicle Training “Train the trainer” approach (2 sessions, 5 people each); • Traveler Information/Customer Service Training (1 session, 10 people each); • System Administration Training (1 session, 5 people each); and • Maintenance Training (2 sessions, 5 people each). • Paratransit <ul style="list-style-type: none"> • Paratransit Scheduling and Dispatch Software Training (1 session; 5 people each) • In-Vehicle Training “Train the trainer” approach (1 session, 5 people each); • System Administration Training (1 session, 5 people each); and • Maintenance Training (2 sessions, 5 people each). 			

12.2 Training Manuals

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	Training manuals shall be provided for each training participant, and an electronic copy shall be provided to WATA. 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.			
.2	The Training Manuals shall be provided at the initiation of each training session.			

13. Operational Support

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	WATA will operate and maintain the system hardware and software in accordance with the Contractor’s specific instructions. WATA will provide front-line maintenance of the system, including identification of system errors and swap in/out of defective components using spare parts inventory. The Contractor shall provide a set of all necessary test and maintenance equipment to diagnose and resolve issues, and complete training.			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.2	The Contractor shall provide a reliable method for telephone problem notification. Maintenance issues should be resolved in a timely manner. In the event that WATA staff is unable to correct the issue, the Contractor shall respond within 4 hours to any Central system faults and within 24 hours on-site to any Vehicle on-board system faults. Furthermore, Central system faults shall be rectified and full system functionality restored within 8 hours from when WATA contacts the Contractor.			

13.1 Spare Parts

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	<p>The Contractor shall propose for consideration a list of spare parts (Spare Parts List) to be provided. This list shall include replacement parts, components or sub-assemblies for all items of equipment provided, in sufficient quantities to meet the estimated need for warranty and maintenance purposes for a period of two years. The Spare Parts List shall include complete sets of all necessary replacement parts, including, but not limited to:</p> <ul style="list-style-type: none"> • OBCs • GPS receivers • External antennas • MDTs 			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.2	The Spare Parts List shall contain a set of all specialized tools and equipment necessary to install, calibrate, test and maintain the system. All wiring, cabling and adapters shall also be provided.			
.3	The Contractor shall provide spare parts in accordance with the agreed Spare Parts List, the full cost of which shall be included in the Contract Price. WATA shall receive the replacement spare(s) within 14 days of notice of shipment of the defective part to the Contractor.			
.4	The Spare Parts shall be placed into the spare parts inventory and become the property of WATA upon handover.			

13.2 Manuals

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	At a minimum, the Contractor shall provide two complete hard copy sets plus an electronic version of manuals.			

13.2.1 Equipment Operations and Maintenance Manuals

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	The Contractor shall provide manuals for each type of unit provided unless specified otherwise. The manuals shall provide sufficient detailed installation and maintenance instructions to allow WATA or its representative to properly and safely install, connect and commission the equipment supplied and to operate and maintain the system.			
.2	The operation and maintenance documentation will be comprised of the Operation and Maintenance (O&M) manuals, User Manuals and System Administration Manuals.			
.3	The O&M documentation shall be submitted to WATA or its representative prior to OPT testing.			
.4	<p>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:</p> <ul style="list-style-type: none"> • general description • functional descriptions • functional block diagram • operating instructions • maintenance and repair procedures • test procedures • schematic drawings and circuit diagrams and • parts list 			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.5	<p>Each type of maintenance manual shall contain but not be limited to:</p> <ul style="list-style-type: none"> • Description of operation including start-up, shut-down and emergency procedures • Installation procedures • Complete parts identification diagram and list • Troubleshooting procedures • Inspection procedures • Preventive maintenance procedures and program • Repair procedures • Diagnostic procedures including criteria for equipment swap-out • Wiring diagrams • Electrical schematics with board and cable identification • Adjustment procedures • Seasonal maintenance requirements • Equipment arrangement and drawings • Names and schedules of all lubricants and cleaners used and • Other consumable materials for the equipment stating where used, quantity, service intervals and annual consumption 			
.6	<p>The Contractor shall provide a parts list for each piece of equipment supplied. The parts list shall identify the manufacturer(s), model/part number, address and contact information.</p>			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.7	The Contractor 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.			
.8	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.			

13.2.2 Software User Manuals

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	A User Manual 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.			
.2	At a minimum, the User Manual shall include all information that is available through the context-sensitive help system.			
.3	Fault procedures shall be described, as well as procedures for dealing with problems.			

13.2.3 Software Systems Administration Manuals

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	A System Administration Manual shall be provided for each software application. The System Administration Manual shall outline all of the configuration parameters, details on how to configure the parameters, back-up and recovery process, trouble shooting techniques and technical support information.			
.2	Fault procedures shall be described, as well as procedures for dealing with problems.			

13.2.4 As-Built Documentation

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	The Contractor shall provide sufficient documentation to reflect "as supplied" conditions and to facilitate operation, maintenance, modification and expansion of the equipment or any of its individual components to the satisfaction of WATA or its representative.			
.2	The SDD shall be updated to include the as-built conditions.			
.3	The as-built documentation shall be provided three weeks after the System Acceptance Test (SAT), and updated documentation will be required at any time the Contractor provides software or hardware upgrades.			

14. Warranty

14.1 Warranty Period

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	The warranty period shall commence upon completion of the System Acceptance (SA), and shall terminate two (2) years following WATA’s approval of the SA. Any extended warranties on specific system components that apply beyond this period shall be transferred to WATA.			

14.2 Warranty Coverage

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.1	The Contractor shall warrant that it has good title to the system and its components and the right to sell to WATA, free of any proprietary rights of any manufacturer (if the Contractor is not the manufacturer) or other party, and free of any lien or encumbrance.			
.2	The Contractor shall warrant that it has good title to all system software or that it has the right to license the use of such software, or both, free of any proprietary rights of any other party and free of any other lien or encumbrance.			

	Description	Code	Alternate Requirement Language for CM/E	Proposal Section Reference
.3	The Contractor shall warrant that all installation work and all system hardware furnished by the Contractor, including but not limited to all such work and system hardware provided by Contractors or other suppliers or manufacturers, shall be fit for their intended purpose, shall be new and shall be of good quality and free of any defects or faulty materials and workmanship for the warranty period.			
.4	The Contractor shall warrant that all installation work and system hardware and software shall perform according to the specifications for the warranty period.			
.5	It is recognized that the original manufacturers' or suppliers' warranties may expire before the end of the warranty period. The Contractor must therefore provide extended warranties for all such products or equipment (software, hardware, spare parts) and must assume full responsibility for replacement or repair for the duration of the warranty period, the full cost of which must included in the contract price.			
.6	All warranties and guarantees of Contractors, manufacturers and suppliers with respect to any such work and system hardware shall be obtained by the Contractor for the benefit of WATA regardless of whether or not such warranties and guarantees have been assigned or transferred to WATA by separate agreement. On WATA's behalf, the Contractor shall fully enforce such warranties and guarantees.			

15. Relevant Specification Sections

REQUIREMENTS MATRIX SECTION	OPTION A (Fixed Route System Only)	OPTION B (Paratransit System Only)
3. System Functional Requirements – Core System Components		
3.1 Central System		
3.1.1 General	X	X
3.1.2 Fixed Route CAD/AVL Software	X	
3.1.3 Paratransit Scheduling and Dispatch Software		X
3.1.4 Real-Time Information Software	X	
3.1.5 Real-Time Information Website	X	
3.1.6 Real-Time Information Data Feed	X	
3.1.7 Cellular Data Gateway	X	X
3.2 In-Vehicle (Fixed Route)		
3.2.1 On-Board Computer (OBC)	X	
3.2.2 Mobile Data Terminal	X	
3.3 In-Vehicle (Paratransit)		
3.3.1 On-Board Computer (OBC)		X
3.3.2 Mobile Data Terminal		X
4. SYSTEM FUNCTIONAL REQUIREMENTS – ENHANCED SYSTEM COMPONENTS		
4.1 Central System		
4.1.1 Fixed Route Scheduling Software		
4.1.2 Fixed Route Pullout Management Software		
4.1.3 Real-Time Information Software IVR Module	X	
4.1.4 Paratransit Software Automated Trip Arrival IVR Notification		X
4.1.5 Real-Time Information Software VMS Management Module	X	
4.1.6 Automated Passenger Counter Software	X	

REQUIREMENTS MATRIX SECTION	OPTION A (Fixed Route System Only)	OPTION B (Paratransit System Only)
4.1.7 Automated Vehicle Announcements (AVA) Software	X	
4.2 In-Vehicle (Fixed Route)		
4.2.1 Automated Passenger Counters	X	
4.2.2 Automated Vehicle Announcements (AVA)	X	
4.2.3 Farebox Integration	X	
4.2.4 Headsign Integration	X	
4.2.5 Reinstalling Equipment	X	
4.3 In-Vehicle (Paratransit)		X
4.3.1 Reinstalling Equipment		
5. Physical Installation Requirements	X	X
6. Electrical Requirements		
6.1 General Requirements	X	X
6.2 Central System	X	X
6.3 In-Vehicle	X	X
7. Environmental Requirements		
7.1 Central System	X	X
7.2 In-Vehicle	X	X
8. Project Management and Documentation		
8.1 Implementation Plan and Schedule	X	X
8.2 Documentation Submission Requirements	X	X
9. Design Review		
9.1 Site Surveys	X	X
9.2 In-Vehicle Equipment Location	X	X
9.3 System Design Document	X	X
10. Sample Vehicle Demonstration		
11. Acceptance Testing		

REQUIREMENTS MATRIX SECTION	OPTION A (Fixed Route System Only)	OPTION B (Paratransit System Only)
11.1 System Acceptance Testing (SAT)	X	X
11.2 Operability Period Test	X	X
12. Training		
12.1 Training Courses	X	X
12.2 Training Manuals	X	X
13.Operational Support		
13.1 Spare Parts	X	X
13.2 Manuals	X	X
13.2.1 Equipment Operations and Maintenance Manuals	X	X
13.2.2 Software User Manuals	X	X
13.2.3 Software Systems Administration Manuals	X	X
13.2.4 As-Built Documentation	X	X
14. Warranty		
14.1 Warranty Period	X	X
14.2 Warranty Coverage	X	X

Table 2 Relevant Specifications Sections

ATTACHMENT B
FLEET LIST

Williamsburg Area Transit Authority
Solicitation Number 12-005

Vehicle No.	Vehicle Make	Year	Projected Replacement Year
	Fixed Route		
250201	NEW FLYER 30' DIESEL	2002	2012
250202	NEW FLYER 30' DIESEL	2002	2012
250203	NEW FLYER 30' DIESEL	2002	2012
250204	NEW FLYER 30' DIESEL	2002	2012
250205	NEW FLYER 30' DIESEL	2002	2012
250206	NEW FLYER 30' DIESEL	2002	2012
250207	NEW FLYER 35' DIESEL	2002	2014
250208	NEW FLYER 35' DIESEL	2002	2014
250209	NEW FLYER 35' DIESEL	2002	2014
250210	NEW FLYER 35' DIESEL	2002	2014
250503	NEW FLYER 30' DIESEL	2005	2015
250504	NEW FLYER 30' DIESEL	2005	2015
250603	NEW FLYER 35'	2006	2018
250604	NEW FLYER 35'	2006	2018
250801	NEW FLYER 35'	2008	2020
250802	NEW FLYER 35'	2008	2020
250803	NEW FLYER 35'	2008	2020
250804	NEW FLYER 35'	2008	2020
250805	NEW FLYER 35'	2008	2020
250806	NEW FLYER 35'	2008	2020
2501002	FORD DIESEL BOC E450	2010	2014
2501001	FORD DIESEL BOC E450	2010	2014
0504	ORION 40' CNG	2004	2016
0505	ORION 40' CNG	2004	2016
0636	ORION 40' CNG	2006	2018
250909	Supreme Trolley 30'		2016
250910	Supreme Trolley 30'		2016
250911	Supreme Trolley 30'		2016
	Paratransit Vehicles		
2511003	FORD DIESEL BOC E450	2010	2014
251601	FORD DIESEL BOX	2006	2012
251602	FORD DIESEL BOX	2006	2012

ATTACHMENT C
GENERAL TERMS & CONDITIONS AND INSTRUCTION TO BIDDERS

Williamsburg Area Transit Authority
Solicitation Number 12-005

WILLIAMSBURG AREA TRANSIT AUTHORITY

Vendor. These CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERORS shall be binding on all Bidders or Offerors and are incorporated by reference in all contracts resulting from any written Request for Quotes, Invitation to Bid or Request for Proposals issued, (collectively the "Request"), to which they are attached. Use of the term "bid" in these General Terms & Conditions and Instructions to Bidders/Offerors is not intended to be restricted to an Invitation to Bid and shall also affect written Request for Quotes, Invitation to Bid or Request for Proposals. "Shall" and "will" as used in the solicitation documents, as well as, the resulting Contract, are interchangeable, both terms being intended to convey a mandatory obligation; "including" means including without limitation.

The Williamsburg Area Transit Authority Office is responsible for the purchasing activity of Williamsburg Area Transit Authority, a political subdivision of the Commonwealth of Virginia, herein referred to collectively as "WATA" or "Authority." Bidders/Offerors or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals; failure to do so will be at the Bidders'/Offerors' own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation including the Authority Procurement Policy, bids/proposals on all solicitations issued by the WATA Office will bind Bidders/Offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

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1. **AUTHORITY AND COOPERATIVE PURCHASING.** WATA's Executive Director has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order issued by WATA. In the discharge of these responsibilities, the Executive Director may be assisted by assigned buyers. Unless specifically delegated by the Executive Director, no other Authority officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of WATA for indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void and the Authority shall not be bound thereby.
 2. **COMPETITION INTENDED.** It is the Authority's intent that this solicitation permits competition. It shall be the Bidder's/Offeror's responsibility to advise the Executive Director in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Executive Director must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the bids/proposals.

CONDITIONS OF BIDDING

3. **CLARIFICATION OF TERMS.** If any Bidder/Offeror has questions about the specifications or other solicitation documents, the prospective Bidder/Offeror should contact the buyer whose name appears on the face of the solicitation no later than five (5) business days prior to the date set for the opening of bids or receipt of proposals, unless specifically identified in IFB/RFP. Any revisions to the solicitation will be made only by addendum issued by the buyer. Notifications regarding specifications may not be considered if received in less than five (5) business days of the date set for opening of bids/receipt of proposals, unless specifically identified in IFB/RFP.
4. **USE OF AUTHORITY FORM AND TERMS AND CONDITIONS.** Failure to submit a solicitation on the official WATA form provided for that purpose or unauthorized modification of or additions to any portion of the solicitation documents may be a cause for rejection of the bid/proposal if the price, quality, quantity, delivery, necessary assurances, performance of the contract and other factors deemed important to the solicitation will be affected. WATA reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject any bid or proposal which has been modified. The Authority shall not be responsible for any errors or omissions of the Bidder/Offeror. The solicitation shall be signed by a representative authorized to legally bind the firm. By signing the solicitation, the Bidder/Offeror agrees to the terms and conditions of the solicitation and certifies that they have inspected the job site(s) and are aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, shall not be considered by the Authority.

- 5. LATE BIDS/PROPOSALS & MODIFICATION OF BIDS/ PROPOSALS.** Any bid/proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/proposal/modification is considered a late bid/proposal/ modification.

WATA is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/Offeror to ensure its bid/proposal reaches the WATA Office by the designated date and hour.

- a. The official time used in the receipt of bids/proposals is that time stamped by the automatic time stamp machine in the WATA Office. Date/time stamps marked after the designated time of receipt will be rejected.
- b. Late bids/proposals/modifications will be returned to the Bidder/Offeror UNOPENED, if solicitation number, acceptance date and Bidder/Offeror's return address is shown on the container.
- c. If the Authority closes its offices due to inclement weather, scheduled bid openings or receipt of proposals will be extended to the next business day, same time.
- d. Vendors may modify their bids prior to the date and time specified for the bid opening. Facsimile modification of bids shall not be accepted unless the solicitation allowed such submission.

- 6. WITHDRAWAL OF BIDS/PROPOSALS.** A Bidder/Offeror for a contract other than for public construction may request withdrawal of its bid/proposal under the following circumstances:

- a. Bids/Proposals may be withdrawn on written request from the Bidder/Offeror received at the address shown in the solicitation prior to the time of acceptance.
- b. Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the Executive Director, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Authority may exercise its right of collection.
- c. Bids/proposals shall not be withdrawn after award of a contract or issuance of a purchase order. No plea or claim of mistake in a solicitation or resulting contract or purchase order shall be available as a defense in any legal proceeding brought upon a contract or purchase order awarded to a bidder/offeror as a result of the breach or nonperformance of such contract or purchase order.

No bid/proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid/proposal of the same Bidder/Offeror or of another Bidder/Offeror in which the ownership of the withdrawing Bidder/Offeror is more than five percent. In the case of Invitation for Bids, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No Bidder/Offeror who is permitted to withdraw a bid/proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.

- 7. ERRORS IN BIDS/PROPOSALS.** When an error is made in extending total prices, the unit bid price will govern. Erasures in bids/proposals must be initialed by the Bidder/Offeror. Carelessness in quoting prices, or in preparation of bid/proposal otherwise, will not relieve the Bidder/Offeror of its responsibilities to provide the good or service. Bidders/Offerors are cautioned to recheck their bids/proposals for possible errors. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if its bid is accepted.
- 8. IDENTIFICATION OF BID/PROPOSAL ENVELOPE.** The signed bid/proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

**ADDRESSED AS INDICATED ON PAGE 1
IFB/RFP NUMBER
TITLE
BID/PROPOSAL DUE DATE AND TIME
VENDOR NAME AND COMPLETE MAILING ADDRESS
(RETURN ADDRESS)**

If a bid/proposal is not addressed with the information as shown above, the Bidder/Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- 9. ACCEPTANCE OF BIDS/PROPOSALS.** Unless otherwise specified, all formal bids/proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance. At the end of the ninety (90)

calendar days, the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.

10. PRICING.

- a. Bidder warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from the date of bid opening unless otherwise stated by the Authority or Bidder.
- b. Prices should be stated in units of quantity as specified in the bid form.
- c. Life cycle cost analysis may be considered when determining the lowest responsive and responsible bid. This analysis may consider, in addition to purchase price, any proposed upward or downward escalator clauses proposed for the initial contract term and any potential renewal terms; operating and related costs over the life of the item including maintenance, down time, energy costs, salvage value, etc.
- d. Bid prices shall be for complete installation ready for the Authority's use and shall include all applicable freight and installation charges; extra charges will not be allowed.
- e. When an annual contract is not requested by the Authority and the bid is for products or services to be delivered on a one-time only or staggered basis, only firm pricing shall be given consideration. General terms such as "price in effect at time of delivery" shall not be considered for award.

11. CONDITIONAL BIDS. Conditional bids are subject to rejection in whole or in part if the price, quality, quantity, delivery, necessary assurances, performance of the contract and other factors deemed important to the solicitation will be affected.

12. OPENING. At the time fixed for the opening of responses to a bid, all bids will be opened and the names of the bidders and the amount bid shall be read aloud and made readily available to the public.

If a public opening of a Request for Proposals is held, only the names of the offerors will be read publicly.

13. RESPONSE TO SOLICITATIONS. In the event a vendor cannot submit a bid on a solicitation, the vendor is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to bid on these requirements. Because of the large number of firms listed on the Authority's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the Authority's Bidder's List.

14. BIDDER INTERESTED IN MORE THAN ONE BID. If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.

15. TAX EXEMPTION. The Authority is exempt from the payment of any federal excise or any Virginia sales tax. However, depending upon the situation, the vendor or Bidder/Offeror may not be exempt from said taxes and the Authority is making no representation as to any such exemption. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder/Offeror.

16. DEBARMENT STATUS. By submitting their bids/proposals, Bidders/Offerors certify that they are not currently debarred by WATA, the Commonwealth of Virginia, the Federal Government, any local government or government agency/entity/authority from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

17. ETHICS IN PUBLIC CONTRACTING. The provisions contained in Sections § 2.2-4367 through § 2.2-4377, Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by WATA. By submitting their bids/proposals, all Bidders/Offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

The Bidder/Offeror certifies that to the best of its knowledge, no employee of the Authority, nor any member thereof, nor any public agency or official impacted by the solicitation or resulting contract has any pecuniary interest in the business of the Bidder/Offeror, and that no person associated with the Bidder/Offeror has any interest that would conflict in any manner with the performance of the contract resulting from this solicitation.

18. PERFORMANCE BOND. When requested in the bid, the Authority shall require the successful Bidder/Offeror to furnish a performance bond and labor and material payment bond with surety satisfactory to the Authority Attorney in the amount of the contract price at a time of or prior to execution of the contract.

- 19. NO CONTACT POLICY.** No Bidder/Offeror shall initiate or otherwise have contact related to the solicitation with any Authority employee, other than the Executive Director or designee, after the date and time established for receipt of bids/proposals. Any contact initiated by a Bidder/Offeror with any Authority representative, other than the Executive Director or designee concerning this solicitation is prohibited and may cause the disqualification of the Bidder/Offeror from this procurement process.
- 20. LICENSES, PERMITS, AND FEES.** All bids submitted shall have included a list of any business and professional licenses, permits, or fees required by WATA or the Commonwealth of Virginia.

SPECIFICATIONS

- 21. BRAND NAME OR EQUAL ITEMS.** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the Authority in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder/Offeror is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable WATA to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data to enable WATA to determine if the product offered meets the requirements of the solicitation may result the bid being declared non-responsive. Unless the Bidder clearly indicates in its bid/proposal that the product offered is "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.
- 22. FORMAL SPECIFICATIONS.** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.
- 23. OMISSIONS & DISCREPANCIES.** Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

The Bidder/Offeror shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

- 24. EQUIPMENT STANDARDS.** Any equipment delivered shall be standard new equipment, latest model, the best quality, and the highest grade work, except as otherwise specifically stated in bid. Any part of nominal appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
- 25. ANNUAL CONTRACT USAGE REQUIREMENTS.** Whenever a bid is sought seeking a source of supply for an annual contract for products or services, the quantities or usage shown are estimates only. No guarantee or warranty is given or implied by WATA as to the total amount that may not be purchased from any resulting contracts. These quantities are for Bidder's information only and will be used for tabulation and presentation of bid.

AWARD

- 26. AWARD OR REJECTION OF BIDS.** The Authority shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the Authority to accept it. Awards made in response to an RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the Authority, taking into consideration the evaluation factors set forth in the RFP. The Authority reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids/proposals and to waive any informality in bids/proposals received whenever such rejection or waiver is in the best interest of the Authority. Award may be made to as many bidders/offerors as deemed necessary to fulfill the anticipated requirements of WATA. The Authority reserves the right to negotiate with the lowest responsive, responsible bidder should bid exceed available funds. The Authority shall reject the bid if the bidder is deemed to be a non-responsive or non-responsive bidder.
- 27. QUALIFICATIONS OF BIDDERS OR OFFERORS.** The Authority may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeror to perform the work/furnish the item(s) and the Bidder/Offeror shall furnish to WATA all such information and data for this purpose as may be requested. WATA reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. WATA further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such Bidder/Offeror fails to satisfy WATA that such Bidder/Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
- 28. TIE BIDS.** In the case of a tie bid, the Authority may give preference to goods, services and construction produced in the member jurisdictions of the Authority or provided by persons, firms or corporations having principal places of business in the member jurisdictions of the Authority. If such choice is not available, preference shall then be given to goods and services

produced in the Commonwealth of Virginia pursuant to Code of Virginia § 2.2-4324. If no Authority or Commonwealth choice is available, the tie shall be decided by lot.

- 29. FACTORS OTHER THAN PRICE IN AWARD DECISION.** The following factors, in addition to price (as they apply), shall be a consideration in the award decision:
- a. The quality of performance/workmanship of previous contracts, services or products, or references which attest to other specific experiences;
 - b. The timely completion of previous contracts or services or the timely delivery of past orders; or references which attest to other specific experiences;
 - c. The sufficiency of financial resources and its impact on ability of the bidder to perform the contract or provide the services;
 - d. The Authority reserves the right to conduct on-site inspections of any bidder's facilities prior to award. The results of said inspection will be considered by the Authority in determining bidder's capabilities of successfully administering to this contract;
 - e. The ability and availability of the bidder to provide both quality and timely maintenance, service, and/or parts;
 - f. The resale value, life cycle costing, and value analysis of a product;
 - g. The availability and capability of local and regional vendor support as it affects the quantity, quality, and timeliness of the work or products required;
 - h. Delivery of a product and timely completion of a project as stated by vendor in bid;
 - i. Substantial compliance or noncompliance with specifications set forth in bid as determined by the Authority;
 - j. Product or parts inventory capability as it relates to a particular bid; and
 - k. Results of product testing.

CONTRACT PROVISIONS

- 30. APPLICABLE LAW AND COURTS.** Any contract resulting from this solicitation shall be governed in any respects by the laws of the Commonwealth of Virginia, and any litigation with respect thereto shall be brought in the Circuit Court or General District Court of Williamsburg/James City County, Virginia. The Contractor shall comply with applicable federal, state and local laws and regulations.
- 31. SEVERABILITY.** In the event that any part or provision of the Agreement is declared fully or partially invalid, unlawful or unenforceable by a court of competent jurisdiction, the remainder of the part or provision and the agreement will remain in full force and effect, if the essential terms and conditions of the Agreement for each party remain valid, binding and enforceable.
- 32. NOTICE.** All demands, notices, approvals, payments, statements, requests, and other communications hereunder shall be in writing and shall be deemed to have been given when delivered by first-class regular mail or overnight delivery via a national carrier addressed to WATA at 7239 Pocahontas Trail, Williamsburg, Virginia 23185 and to the Contractor at its address of record.
- 33. IMMIGRATION REFORM AND CONTROL ACT OF 1986.** By entering into this contract, vendor certifies that it does not and will not during the performance of this contract knowingly employ an unauthorized alien as defined in, or otherwise violate the provisions of, the Federal Immigration Reform and Control Act of 1986, as amended.
- 34. OBLIGATIONS OF AUTHORITY AND CONTRACTOR.** Authority: The Authority shall furnish to the contractor all available information as listed in the solicitation that may be useful for the contract work. The Authority shall assist the contractor in obtaining access to enter upon public and private property as required to perform the contract work. The Authority shall designate a representative who shall serve as the principal contact and give direction to the contractor throughout the duration of the contract. Contractor: The contractor represents that he has, or shall secure at his expense, all personnel, including subcontractors, required to perform and complete the Scope of Work.
- 35. CONFIDENTIALITY AND OWNERSHIP OF DATA.** Any reports, information, intellectual property, data, drawings, specifications, estimates and summaries given to or prepared or assembled by the contractor under the Scope of Work of the contract, shall not be made available to any individual or organization by the contractor without prior written approval of the Authority. All of these items shall become the property of the Authority upon payment of fees as required by the contract.
- 36. REPORTS OF WORK.** The Authority and the contractor shall schedule progress meetings at appropriate intervals throughout the duration of the contract. These meetings shall provide for the exchange of information related to the status of the Scope of Work, anticipated progress and any problems that have occurred.

- 37. ANTI-TRUST.** By entering into a contract, the contractor conveys, sells, assigns, and transfers to WATA all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States and WATA, relating to the particular goods or services purchased or acquired by WATA under said contract. Consistent and continued tie bidding could cause rejection of bids by the Executive Director and/or investigation for Anti-Trust violations.
- 38. PAYMENT TERMS.** Unless otherwise provided in the solicitation, payment will be made thirty (30) days after receipt of a proper invoice with complete supporting documentation, or thirty (30) days after receipt of all goods or acceptance of work, whichever is the latter. For construction projects, the Authority may retain five percent (5%) of the total amount of each partial progress payment to assure faithful performance of the contract by the contractor. The Authority will release all retainage upon final payment.
- a. Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number, purchase order number, and any federal employer identification number.
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
- 39. PAYMENT TO SUBCONTRACTORS.** A contractor awarded a contract under this solicitation is hereby obligated:
- a. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from WATA for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - b. To notify WATA and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from WATA, except for amounts withheld as stated in b. above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of WATA.
- 40. ASSIGNMENT OF CONTRACT.** A contract shall not be assignable by the Contractor in whole or in part without the prior written consent of the Executive Director.
- 41. DEFAULT.** In case of failure to deliver goods or services in accordance with the contract terms and conditions, WATA, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to other remedies which WATA may have.
- 42. AVAILABILITY OF FUNDS.** It is understood and agreed between the contractor and the Authority herein that the Authority shall be bound hereunder only to the extent of the funds available or which hereafter become available for the purpose of the contract.
- 43. ANTI-DISCRIMINATION.** By submitting their bids/proposals, Bidders/Offerors certify to WATA that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended; the Federal Civil Rights Act of 1991, as amended; the Americans with Disabilities Act of 1990, as amended; the Virginia Fair Employment Act of 1975, as amended; the Virginians With Disabilities Act; and the Code of Virginia § 2.2-4311, as amended. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia § 2.2-4343.1.E).

In every contract over \$10,000 the provisions in a. and b. below apply:

- a. During the performance of this contract, the Contractor agrees as follows:
 - 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, gender identity or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- 2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, gender identity or any other basis prohibited by state law relating to discrimination in employment that is unrelated to the individuals' ability to perform the duties of the particular job or position. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that such Contractor is an equal opportunity employer.
 - 3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- b. The Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- 44. NONDISCRIMINATION OF CONTRACTORS.** A bidder, offeror, or contractor shall not be discriminated against in the solicitations or award of this contract because of race, religion, color, sex, national origin, age or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, WATA shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, service, or disbursements from an alternative provider.
- 45. INVOICES.** Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the IFB/RFP number and/or purchase order number.
- 46. PRECEDENCE OF TERMS.** In the event there is a conflict between the General Terms and Conditions and any Special Terms and Conditions, the Special Terms and Conditions shall apply.
- 47. CHANGES TO THE CONTRACT.** There shall be no extra work allowed on the contract without prior written authorization in the form of a change order signed by the WATA Executive Director or designee. No officer, agent or employee of the Authority is authorized to give verbal instructions to increase the Scope of Work and the Contractor shall not use verbal instructions as the basis for additional costs. Changes can be made to the contract in any of the following ways by the issuance of a Change Order:
- a. The parties may agree to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - b. WATA may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Authority a credit for any savings. Said compensation shall be determined by one of the following methods.
 - 1) By mutual agreement between the parties in writing; or
 - 2) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Authority's right to audit the Contractor's records and/or determine the correct number of units independently; or
 - 3) By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Authority with all vouchers and records of expenses incurred and savings realized. The Authority shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the WATA Purchasing Office within thirty (30) days from the date of receipt of the written order from the WATA Purchasing Office. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes Clause of the contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Authority or with the performance of the contract generally.
 - c. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater, without the advanced written approval of the WATA Board of Directors.
- 48. AUTHORIZATION TO TRANSACT BUSINESS, STATE REGISTRATION OF CONTRACTORS (IF APPLICABLE) AND AUTHORITY BUSINESS LICENSE.** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact

business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

Pursuant to competitive sealed bidding or competitive negotiation, all bidders or Offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 are required to include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or Offeror is not required to be authorized.

Attention is directed to Chapter 11, title 54.1 of the Code of Virginia (Re: State registration of contractors), which requires that all bidders must show evidence of the proper license under the provision of this chapter before such bid is considered.

All firms doing business with WATA are required to be licensed in accordance with the Authority's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance. Wholesale and retail merchants without a business location in the jurisdictions served by WATA are exempt from this requirement. Questions concerning the BPOL Tax should be directed to James City County's Business License Inspector, telephone (757) 253-6698.

- 49. PROPRIETARY INFORMATION.** Section § 2.2-4342F of the Code of Virginia states: "Trade secrets of proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of § 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (§ 2.2-3700 et seq.); however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) must identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary." Declaring an entire bid or proposal response as proprietary is unacceptable.
- 50. INDEMNIFICATION.** The Contractor hereby binds himself and his successors to indemnify, defend, and save harmless WATA, its officers, agents or employees, from all suits and actions of every name and description brought against it or them, and all costs or damages to which it or they may be put, on account of, or by reason of any injury or alleged injury to the person or property of another, resulting from or on account of the negligent acts, errors or omissions, recklessness or intentionally wrongful conduct of the Contractor or his agents in the performance of the contract; and that the whole or so much of the moneys due to the Contractor under and by virtue of this Contract, as such or may be considered necessary by the Authority, shall and may be retained until all such suits and claims for damages as aforesaid shall have been settled, and evidence to that effect furnished to the satisfaction of the Authority. The said Contractor further agrees to indemnify and save harmless WATA against any and all claims, suits or demands that may accrue to, be suffered by, or adjudicated against it by reason of any injury sustained by any of the Contractor's employees in and about the said work, under and pursuant to the provisions of the Workman's Compensation Law or any amendments thereto, and the Contractor shall produce certificates or other satisfactory evidence of ample protection against such liability.
- 51. NOTICE OF REQUIRED DISABILITY LEGISLATION.** The Authority government is required to comply with State and Federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) of 1990 Title II and the Virginia with Disabilities Act of 1990. Specifically, the Authority may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II or the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.
- 52. DRUG-FREE WORKPLACE.** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- 53. TERMINATION.** Subject to the provisions below, the contract may be terminated by the Authority upon thirty (30) days advance written notice to the other party. Upon receipt of a notice of termination, the Contractor shall cease all work underway on behalf of the Authority unless advised by the Authority to do otherwise. In the event of termination, Contractor shall be compensated only for the services as set forth in the contract provided to the satisfaction of the Authority and expenses incurred as of the date of termination. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

- a. Termination for Convenience: In the event that the contract is terminated upon request and for the convenience of the Authority, without the required thirty (30) days advance notice, then the Authority shall be responsible for payment of services up to the termination date.
- b. Termination for Cause: Termination by the Authority for cause, default or negligence on the part of the Contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, pursuant to the Default paragraph of these General Conditions, the Authority may hold the Contractor responsible for any resulting additional purchase and administrative costs. Any payment due to the Contractor at the time of termination may be adjusted to the extent of any additional costs occasioned to the Authority by reason of the Contractor's default. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
- c. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled.

54. CONTRACTOR RESPONSIBILITY FOR AUTHORITY PROPERTY. The Contractor shall be responsible for damages to Authority property caused by work performed by itself or its subcontractors. The Contractor shall be responsible for maintaining the area surrounding and adjoining the work site in their current condition. Property damage to surrounding or adjoining areas caused directly or indirectly by actions or omissions of the Contractor shall be replaced or remedied by the Contractor, to the satisfaction of the Authority, at the Contractor's expense.

55. COPYRIGHTS OR PATENT RIGHTS. The bidder certifies by submission of bid that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this bid. The successful bidder shall, at his own expense, defend any and all actions or suits charging such infringement, and will save WATA, its officers, employees, and agents harmless from any and all liability, loss, or expense occasioned by any such violation.

56. DELIVERY. In the appropriate space, the bidder shall state the time of proposed delivery or project completion in number of calendar days. Unless otherwise specified, calendar days shall be presumed. Unless otherwise specified, quote the earliest delivery possible, as this may be considered a factor in making award. Delivery expressed in calendar days may be given preference over such general terms as "stock immediately," and "as soon as possible." As time will be of the essence for any orders placed as a result of this bid, the Authority reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made at the time(s) specified on bid form.

57. INDEPENDENT CONTRACTOR. The Contractor shall be legally considered an independent contractor and neither the Contractor nor its employees shall, under any circumstances, be considered servants or agents of WATA; and the Authority shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, or agents. The Authority shall not withhold from the contract payments to the contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the Authority shall not provide to the Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Authority for its employees.

58. SUBCONTRACTS. No portion of the work shall be subcontracted without prior written consent of the Executive Director or designee. In the event that the Contractor desires to subcontract some part of the work, the Contractor shall furnish the Executive Director or designee the names, qualifications and experience of the proposed subcontractors. The Contractor shall remain fully liable and responsible for the work to be done by its subcontractors and shall assure compliance with all requirements of the contract.

59. HOLIDAYS. The Contractor shall receive approval of the Authority, in advance, of any work to be performed on Holidays. WATA observes the following holidays:

New Year's Day	1st day of January
Thanksgiving Day	4th Thursday in November
Christmas Day	25th day of December

DELIVERY PROVISION

60. SHIPPING INSTRUCTIONS-CONSIGNMENT. Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of **8:00 a.m. – 3:00 p.m.** Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.

61. RESPONSIBILITY FOR SUPPLIES TENDERED. The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, and a physical inspection is made and material is requested or rejected, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or

supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the Authority may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

- 62. TESTING AND INSPECTIONS.** WATA reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the Authority will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Authority for such materials or supplies as are not in accordance with the specifications.
- 63. COMPLIANCE.** Delivery must be made as ordered and in accordance with the solicitation or as directed by the WATA Purchasing Office when not in conflict with the bid/contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the WATA Purchasing Office, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the Authority, there shall be added to the time of completion a time equal to the period of such delay caused by the Authority. However, the Contractor shall not be entitled to claim damages of extra compensation for such delay or suspension. These conditions may vary for construction contracts.
- 64. POINT OF DESTINATION.** All materials shipped to the Authority must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.
- 65. REPLACEMENT.** Materials or components that have been rejected by the WATA Purchasing Office, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the Authority.
- 66. PACKING SLIPS OR DELIVERY TICKETS.** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
- a. Purchase Order Number/Contract Number
 - b. Name of Article and Stock Number,
 - c. Quantity Ordered,
 - d. Quantity Shipped,
 - e. Quantity Back Ordered,
 - f. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

- 67. SAMPLES.** Evidence in the form of samples may be requested if brand being quoted upon is other than as specified. The Authority reserves the right to request that such samples be furnished at the time of bid opening. The Authority also reserves the right to request samples after the date of bid opening. Requested samples must be furnished free of expense to the Authority and if not used in testing or destroyed, will, upon request, be returned at the bidder's expense.

BIDDER/CONTRACTOR REMEDIES

- 68. PROTEST OF AWARD OR DECISION TO AWARD.** Any Bidder/ Offeror who desires to protest the award or decision to award a contract by WATA shall submit such protest in writing to the Authority no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected Bidder/Offeror is not a responsible Bidder/Offeror. The written protest shall include the basis for the protest and the relief sought. WATA's Executive Director or designee shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the bidder/offeror appeals within ten (10) days of the written decision by instituting legal action. Nothing in this paragraph shall be construed to permit an offeror to challenge the validity of the terms or conditions of the solicitation.

69. DISPUTES.

Claims. Written notice of the Contractor to file a claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Contractual claims, whether for money or other relief, shall be submitted in writing to the Authority's Executive Director or designee no later than sixty (60) days after final payment. The Executive Director or designee shall give written notification of the final decision on such claim to the Contractor within thirty (30) days of the date the claim was received. The Contractor may not institute legal action before receiving the Executive Director's final written decision, unless the Executive Director or designee fails to render such decision within the specified time. Pendency of claims shall not delay payment of amounts agreed due in the final payment. (Code of Virginia, § 2.2-4363).

Claims Relief. Under certain circumstances beyond the control of the Contractor, such as acts of God, sabotage, and fire or explosion not caused by negligence of the Contractor or its agent, WATA's Executive Director (or designee) may extend the

time limit for performance required by this Contract. Any such extension must be issued in writing and signed by WATA's Executive Director.

END

ATTACHMENT D
SAMPLE CONTRACT

Williamsburg Area Transit Authority
Solicitation Number 12-005

WILLIAMSBURG AREA TRANSIT AUTHORITY

CONTRACT FOR RFP # _____

CONTRACT NUMBER:

This AGREEMENT, dated this _____ day of _____, 2011, by and between **WILLIAMSBURG AREA TRANSIT AUTHORITY** (a political subdivision of the Commonwealth of Virginia), hereinafter referred to as the "**OWNER**" and _____ (Contractor) (a Corporation or an unincorporated organization organized and existing under the laws of the Commonwealth of Virginia or, an individual trading under the above name), hereinafter referred to as the "**CONTRACTOR.**"

SCOPE OF WORK:

The Contractor shall perform all required work and shall provide and furnish all labor, materials, necessary tools, expendable equipment, utility and transportation service required in strict accordance with the specifications including any and all addenda as referenced in Sealed **Request for Proposal** and in strict compliance with the Contract Documents hereinafter enumerated to include *Attachment* _____.

It is understood and agreed that said labor, materials, tools, equipment and service shall be furnished and said work performed and completed under the direction and supervision of the Contractor and subject to the approval of the Owner or its authorized representative.

Guarantee:

All services furnished by this Contractor shall be performed in a satisfactory and proper manner. All work shall be subject to inspection. Unsatisfactory work will be called to the attention of the Contractor for correction of such deficiencies.

Time of Performance:

The services of the Contractor are to commence on the date entered above and in accordance with the Notice to Proceed.

Contract Price:

The Owner shall pay the Contractor as just compensation for the performance of this Contract, subject to any additions or deductions as provided in the Contract Documents, the unit and lump sum price as contained in Attachment A, attached hereto.

Williamsburg Area Transit Authority

Contractor

Mark Rickards, Executive Director

ATTACHMENT E
CONTRACTOR DATA SHEET

Williamsburg Area Transit Authority
Solicitation Number 12-005

WILLIAMSBURG AREA TRANSIT AUTHORITY

TO BE COMPLETED AND SUBMITTED WITH PROPOSAL

QUALIFICATIONS: Firms shall have the capability and capacity in all respects to fulfill the contractual requirements to the satisfaction of WATA.

Indicate the length of time you have been in business as a company providing the type of service required for this contract.

_____ Years _____ Months

Provide a minimum of three (3) references which may substantiate past work performance and experience in the type of work required for this contract.

Name, Address, Phone Number, Fax Number or e-mail address of Contact Person

1. _____

2. _____

3. _____

ATTACHMENT F
ANTI-COLLUSION STATEMENT

Williamsburg Area Transit Authority
Solicitation Number 12-005

WILLIAMSBURG AREA TRANSIT AUTHORITY

RFP 12-005

TO BE COMPLETED AND SUBMITTED WITH PROPOSAL

In the preparation and submission of this proposal on behalf of _____
_____ (name of Offeror), we did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 USCS Sections 1 et seq., or the Conspiracy to Rig Bids to Government Statutes, Virginia Code Sections 59.1-69.6 through 59.1-69.9. The undersigned Offeror hereby certifies that this agreement, or any claims resulting there from, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, Williamsburg Area Transit Authority or The Colonial Williamsburg Foundation has an interest in, or is concerned with, this proposal; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this proposal.

“...or otherwise take any action in the restraint of free competition in violation of the Sherman Antitrust Act, 15 USCS Sections 1 et seq.; the Virginia Antitrust Act, Virginia Code Sections 59.1-9.1 through 59.1-9.19; or the Conspiracy to Rig Bids to Government Statutes, Virginia Code Sections 59.1-69.6 through 59.1-69.9.”

By: _____ Signature

_____ Printed Name and Title

_____ Company

_____ Business Address

_____ Date

ATTACHMENT G
PRICE PROPOSAL FORM

Williamsburg Area Transit Authority
Solicitation Number 12-005

PRICE SCHEDULE 1 – PRICING FOR CORE SYSTEM COMPONENTS

Offerors must complete the attached Price Schedule Pages to their proposal submission. Offerors must state pricing on all core system components and all enhanced system components. Proposals submitted which do not contain all Price Schedule Pages and in the format stated herein will be rejected.

FIXED ROUTE VEHICLE

Item	Description	Estimated Quantity	Unit Cost	Total Cost
1. Central System				
1.1	Fixed Route CAD/AVL Software License	Lot	\$	\$
1.2	Real-Time Information Data Feed License	Lot	\$	\$
1.3	Real-Time Information Software License	Lot	\$	\$
1.4	Fixed Route CAD/AVL Software Installation	Lot	\$	\$
1.5	Real-Time Information Data Feed Installation	Lot	\$	\$
1.6	Real-Time Information Software Installation	Lot	\$	\$
1.7	Real-Time Website	Lot	\$	\$
1.8	Cellular Data Gateway	Lot	\$	\$
2. In-Vehicle (Supply and Installation)				
2.1	On-Board Computer	28	\$	\$
2.2	GPS Receiver and External Antenna	28	\$	\$
2.3	Mobile Data Terminal	28	\$	\$
3. Mobile Data Communications System				
3.1	On-Board Cellular Subscriber Units and External Antenna	28	\$	\$
3.2	Laptop Cellular Subscriber Units (supply only)	1	\$	\$
4. Documentation Manuals				
4.1	Project Documentation	Lot	\$	\$
5. Testing				
5.1	System Acceptance Testing	Lot	\$	\$
5.2	Operability Period Testing	Lot	\$	\$
6. Training				
6.1	Central Software Training	Lot	\$	\$
6.2	In-Vehicle Training	Lot	\$	\$
6.3	System Administration Training	Lot	\$	\$
6.4	Maintenance Training	Lot	\$	\$
7. Hosting (2 years from SA) (if applicable)				
8. Warranty and Maintenance				
8.1	Hardware and Software Warranty (2 Years warranty from SA)	Lot	\$	\$
8.2	Maintenance and Operations Support (2 Years from SA)	Lot	\$	\$
TOTAL COST FOR FIXED ROUTE CORE SYSTEM			\$	

PARATRANSIT VEHICLE

Item	Description	Estimated Quantity	Unit Cost	Total Cost
9. Central System				
9.1	Paratransit Scheduling and Dispatch Software License	Lot	\$	\$
9.2	Paratransit Scheduling and Dispatch Software Installation	Lot	\$	\$
9.3	Cellular Data Gateway	Lot	\$	\$
10. In-Vehicle (Supply and Installation)				
10.1	On-Board Computer	3	\$	\$
10.2	GPS Receiver and External Antenna	3	\$	\$
10.3	Mobile Data Terminal	3	\$	\$
11. Mobile Data Communications System				
11.1	On-Board Cellular Subscriber Units and External Antenna	3	\$	\$
11.2	Laptop Cellular Subscriber Unit (supply only)	1	\$	\$
12. Documentation Manuals				
12.1	Project Documentation	Lot	\$	\$
13. Testing				
13.1	System Acceptance Testing	Lot	\$	\$
13.2	Operability Period Testing	Lot	\$	\$
14. Training				
14.1	Paratransit Scheduling and Dispatch Software Training	Lot	\$	\$
14.2	In-Vehicle Training	Lot	\$	\$
14.3	System Administration Training	Lot	\$	\$
14.4	Maintenance Training	Lot	\$	\$
15. Hosting (2 years from SA) (if applicable)		Lot	\$	\$
16. Warranty and Maintenance				
16.1	Hardware and Software Warranty (2 Years warranty from SA)	Lot	\$	\$
16.2	Maintenance and Operations Support (2 Years from SA)	Lot	\$	\$
TOTAL COST FOR PARATRANSIT CORE SYSTEM			\$	

PRICE SCHEDULE 2 - PRICING FOR ENHANCED SYSTEM COMPONENTS

Offerors must include separate prices for the following list of enhanced system components. The stated separate prices may be used to add all or any of the options stated to the total price as solely determined at the sole option of WATA. The pricing for the enhanced system components shall include the pricing for documentation, manuals, testing, training and 2 year warranty.

FIXED ROUTE

Item	Description	Unit Cost
17. Central System		
17.1	Fixed Route Scheduling Software License	\$
17.2	Fixed Route Pullout Management Software License	\$
17.3	Real-Time Information IVR Module Software License	\$
17.4	Real-Time Information VMS Management Module License	\$
17.5	Automated Passenger Counter Software License	\$
17.6	Automated Vehicle Announcement Software License	\$
17.7	Fixed Route Scheduling Software Installation	\$
17.8	Fixed Route Pullout Management Software Installation	\$
17.9	Real-Time Information Software IVR Module Installation	\$
17.10	Real-Time Information VMS Management Module Installation	\$
17.11	Automated Passenger Counter Software Installation	\$
17.12	Automated Vehicle Announcement Software Installation	\$
18. In-Vehicle		
18.1	Automatic Vehicle Announcements	\$
18.2	Automatic Passenger Counters	\$
18.3	Farebox Integration	\$
18.4	Headsign Integration	\$
18.5	Reinstalling bus equipment from decommissioned bus to a new bus	\$

PARATRANSIT

Item	Description	Unit Cost
19. Central System		
19.1	Paratransit Software Automated Trip Arrival IVR System	\$
19.2	Reinstalling bus equipment from decommissioned bus to a new bus	\$

PRICE SCHEDULE 3 – UNIT PRICES

Offerors must include pricing for years 1 to 5 following System Acceptance (SA) for the following list of Spare Parts and optional extended support items.

FIXED ROUTE

Item	Unit Price				
	Year 1	Year 2	Year 3	Year 4	Year 5
In-Vehicle (Cost per Vehicle)					
On-Board Computer	\$ /ea	\$ /ea	\$ ea	\$ /ea	\$ /ea
GPS Receiver and Antenna	\$ /ea	\$ /ea	\$ /ea	\$ /ea	\$ /ea
Mobile Data Terminal	\$ /ea	\$ /ea	\$ /ea	\$ /ea	\$ /ea
Automatic Vehicle Announcements	\$ /ea	\$ /ea	\$ /ea	\$ /ea	\$ /ea
Automatic Passenger Counters	\$ /ea	\$ /ea	\$ /ea	\$ /ea	\$ /ea
Communications System					
Cellular Subscriber Unit Supply and External Antenna	\$ /ea	\$ /ea	\$ /ea	\$ /ea	\$ /ea
Custom Reports	\$ /ea	\$ /ea	\$ /ea	\$ /ea	\$ /ea
Additional day of training	\$ /ea	\$ /ea	\$ /ea	\$ /ea	\$ /ea
Hosting (if applicable)	N/A	N/A	\$ /ea	\$ /ea	\$ /ea
Hardware and Software Warranty	N/A	N/A	\$ /ea	\$ /ea	\$ /ea
Maintenance and Operations Support	N/A	N/A	\$ /ea	\$ /ea	\$ /ea

PARATRANSIT

Item	Unit Price				
	Year 1	Year 2	Year 3	Year 4	Year 5
In-Vehicle (Cost per Vehicle)					
On-Board Computer	\$ /ea	\$ /ea	\$ ea	\$ /ea	\$ /ea
GPS Receiver and Antenna	\$ /ea	\$ /ea	\$ /ea	\$ /ea	\$ /ea
Mobile Data Terminal	\$ /ea	\$ /ea	\$ /ea	\$ /ea	\$ /ea
Communications System					
Cellular Subscriber Unit Supply and External Antenna	\$ /ea	\$ /ea	\$ /ea	\$ /ea	\$ /ea
Custom Report	\$ /ea	\$ /ea	\$ /ea	\$ /ea	\$ /ea
Hosting (if applicable)	N/A	N/A	\$ /ea	\$ /ea	\$ /ea
Hardware and Software Warranty	N/A	N/A	\$ /ea	\$ /ea	\$ /ea
Maintenance and Operations Support	N/A	N/A	\$ /ea	\$ /ea	\$ /ea

The pricing for incorporating the enhanced system components as options will be held firm for a three (3) year period from the date of execution of the contract, even if the decision to include these options is made after System Acceptance (SA) of the initial version of the system. The unit prices of the Spare Parts for years 1 to 5 after System Acceptance (SA) will be held firm for the duration of each year.

Price proposal evaluation will include both core and option prices if selected by WATA.

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**ATTACHMENT H
CERTIFICATIONS**

Williamsburg Area Transit Authority
Solicitation Number 12-005

Attachment H.1

**Williamsburg Area Transit Authority
RFP 12-005**

BUY AMERICA CERTIFICATION, IF OVER \$100,000

Certification Requirement for Procurement of Steel, Iron, or Manufactured Products

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The Offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date: _____

Signature: _____

Title: _____

Company Name: _____

OR

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The Offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 CFR 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and the regulations in 49 CFR 661.7.

Date: _____

Signature: _____

Title: _____

Company Name: _____

Attachment H.2

**Williamsburg Area Transit Authority
RFP 12-005**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND
OTHER RESPONSIBILITY MATTERS**

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

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

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

The certification in this clause is a material representation of fact relied upon by the Williamsburg Area Transit Authority. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Williamsburg Area 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 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them or commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statute or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

I am unable to certify to the above statements. My explanation is attached.

Attachment H.3

**Williamsburg Area Transit Authority
RFP 12-005**

CERTIFICATION REGARDING LOBBYING PURSUANT TO 49 CFR PART 20

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date