

INDEPENDENT CONTRACTOR AGREEMENT

This INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is entered into by and between Seon Systems Incorporated (the "Contractor") and Northern Arizona Intergovernmental Public Transportation Authority, a political subdivision of the State of Arizona ("NAIPTA"), effective as of July 1, 2016 (the "Effective Date").

WHEREAS:

- A. NAIPTA requires the services of an independent Contractor to provide on-vehicle security camera system, pursuant to the terms of this Agreement (hereinafter "Services"); and
- B. NAIPTA issued Request for Proposals, RFP 2016-102 (the "RFP"), in order to obtain these Services; and
- C. The Contractor submitted the successful Proposal ("Proposal"); and
- D. NAIPTA desires to contract with the Contractor to provide these Services; and
- E. The Contractor is ready, willing, and able to provide the Services pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein, Contractor and NAIPTA agree as follows:

1. SCOPE OF WORK

The scope of work to be performed is outlined in the RFP, attached hereto as Exhibit "A," and outlined in the Proposal, attached hereto as Exhibit "B", where the project is defined as 'Real-Time Arrival and Automatic Vehicle Locator systems.' In the event of a conflict between the terms of the RFP and the Proposal, the terms of the RFP shall govern. In the event of a conflict between the RFP, the Proposal, and this Agreement, the terms of this Agreement shall govern.

2. BILLING AND PAYMENT

Fees. The fee is as described in the submitted Pricing Proposal, Exhibit "D" and shall not exceed \$118,000 which represents Contractors "best and final" proposal.

- A. Invoices. Contractor shall submit to NAIPTA a monthly invoice describing the services performed. Fees shall be payable within thirty (30) days after receipt and approval of the statement by NAIPTA.

B. Expenses. All Expenses incurred by the Contractor under this agreement are to be covered under the total contract compensation amount.

3. TERM OF AGREEMENT AND TERMINATION

The first term of this Agreement shall be from the Effective Date thru June 30, 2017. This Agreement maybe be renewed in writing, signed by both parties, for up to Three (3) additional (12) month periods upon the same terms and conditions set forth in this Agreement. In the event no renewal is executed on or before the anniversary of the Effective Date, this Agreement shall automatically terminate at midnight on the day preceding the anniversary.

NAIPTA may terminate this Agreement, for any reason, in its sole and absolute discretion, with thirty (30) days written notice. In the event of such termination, NAIPTA will be responsible for all services satisfactorily performed through the date of notice of termination.

4. INDEPENDENT CONTRACTOR

It is understood that Contractor shall be an independent Contractor with respect to services provided under this Agreement, and shall not be deemed to be a partner, employee, joint venturer, agent or to have any other legal relationship with NAIPTA. Except as otherwise expressly provided herein, NAIPTA shall not be responsible for the payment of any taxes, permit fees or licenses incurred or required by Contractor in order to perform services under this Agreement. Contractor understands that the Contractor is responsible to pay, according to law, the Contractor's income tax, and this may include Contractor's self-employment, social security, and other taxes. As an independent Contractor, Contractor is responsible for providing all workers' compensation insurance required by law. Contractor shall be solely responsible for the acts and omissions of its officers, agents, servants, and employees.

5. AMENDMENT AND ENTIRETY OF CONTRACT

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereto and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writings, agreements and other communications between the parties. It may not be changed or modified except by an instrument in writing signed by a duly authorized representative of each party.

6. RECORDS AND OWNERSHIP OF WORK PRODUCT

The Contractor agrees:

- A. To submit all reports and invoices specified in this Agreement in a timely manner.
- B. To preserve and make available all records for a period of five (5) years from the date of final payment under this Agreement and for such period of time as is required by any other paragraph of this Agreement including the following:
 - 1. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for such a period of five (5) years from the date of any such termination.
 - 2. Records which relate to disputes, litigations or the settlement of claims arising out of the performance of this Agreement or to costs and expenses of this Agreement to which exception has been taken by NAIPTA shall be retained by the Contractor until such appeals, litigations, claims or exceptions have been finally resolved.
 - 3. If any Notice of Claim is served on NAIPTA, or any litigation, claim or audit is commenced before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- C. All documents and other work product generated on behalf of NAIPTA in connection with this Agreement (except for Contractor's notes for internal use) are the property of NAIPTA. Contractor agrees that all work product constitutes works "made for hire." In the event any such materials are not works "made for hire," Contractor hereby assigns to NAIPTA all rights in such materials and copyrights therein.

7. CONFLICT OF INTEREST

During the term of this Agreement, Contractor shall not knowingly accept or receive any compensation, fees, expenses, or other thing of monetary value from any person, agency, firm or enterprise with interests in conflict with those of NAIPTA. In the event of an unanticipated conflict of interest arises, Contractor shall immediately so inform NAIPTA. During the term of this Agreement, Contractor shall not undertake representation of other local government agencies on the matters stated in the Scope of Work, except as expressly authorized by NAIPTA.

8. APPROVAL BY NAIPTA

Before this Agreement shall become effective and binding upon NAIPTA, it must be approved by NAIPTA's Board of Directors. In the event that the Board of Directors fails or refuses to approve this Agreement, or approve funding for the Agreement, it shall be null and void and of no effect whatsoever.

9. NON-ASSIGNMENT

Neither this Agreement, nor any obligation of the Contractor hereunder, shall be assigned in whole or in part by Contractor without the prior written consent of NAIPTA.

10. CANCELLATION OF AGREEMENT

Pursuant to A.R.S. §38-511, the provisions of which are incorporated herein by reference, all parties are hereby put on notice that this Agreement is subject to cancellation by NAIPTA if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of NAIPTA is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

11. COMPLIANCE WITH LAWS AND NON-DISCRIMINATION

In the performance of services hereunder, Contractor shall comply with all applicable state, federal and local laws or regulations. Without limiting the foregoing, Contractor shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1975 and Federal Executive Order No. 11246, State Executive Order No. 99-4 and A.R.S. §41-1461 et. seq., which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have access to employment opportunities. The Contractor shall comply with Section 503 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with Title VI of the Civil Rights Act of 1964, as amended, which prohibits the denial of benefits or participation in contract services on the basis of race, color, or national origin. The Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap in delivering contract services.

12. COMPLIANCE WITH IMMIGRATION LAWS

Pursuant to the provisions of A.R.S. §41-4401, Contractor warrants to NAIPTA that Contractor and all its subcontractors are in compliance with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. §23-214(A). Contractor acknowledges that a breach of this warranty by Contractor or any of its subcontractors is a material breach of this Contract subject to penalties up to and including termination of this Contract or any subcontract. NAIPTA retains the legal right to inspect the papers of any employee of Contractor or any subcontractor who works on this Contract to ensure compliance with this warranty.

NAIPTA may conduct random verification of the employment records of Contractor and any of its subcontractors to ensure compliance with this warranty.

NAIPTA will not consider Contractor or any of its subcontractors in material breach of the foregoing warranty if Contractor and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the e-verify requirements prescribed by Arizona Revised Statutes § 23-214(A).

The provisions of this Article must be included in any contract Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a Contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

13. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor, as Indemnitor, shall indemnify, defend, and hold Town, its officers, officials, employees, agents, and volunteers (collectively, "Indemnitees") harmless from and against any and all liability, claims, losses, suits, actions, damages, and expenses (including, but not limited to, court costs, attorneys' fees, and costs of claim processing, investigation and litigation (collectively "Claims") for any personal injury, bodily injury, loss of life, or loss or damage to property, or loss of use thereof, or any violation of any federal, state, or local law or ordinance, or other cause of action related to or arising out of Contractor's performance of its obligations pursuant to the terms of this Agreement, or caused, in whole or in part, by the omissions of Contractor, its owners, officers, directors, employees, subcontractors, or agents. This indemnity includes any claim or amount arising out of or recovered under the Workers Compensation Law or arising out of the failure of Indemnitor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Indemnitor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation defense and judgment costs where this indemnification is applicable

14. CHANGES

Any changes to this Agreement shall be made in writing and signed by both parties.

15. NO AUTHORITY TO BIND NAIPTA

The Contractor has no authority to enter into contracts or agreements on behalf of NAIPTA, or in the name of NAIPTA, and nothing in this Agreement is to be construed to provide such authority.

16. DECLARATION BY CONTRACTOR

Contractor declares that the Contractor has complied with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the work to be performed under this Agreement.

17. NOTICE

Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail-return receipt to the party's place of business as set forth above.

18. CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

19. WAIVER AND SEVERABILITY

A waiver of any part of this Agreement, whether express or by conduct, shall not constitute a continuing waiver of such part (unless explicitly stated to be so), or a waiver of any other part, nor shall a waiver of any breach of this Agreement, or any part of it, whether express or by conduct, constitute a waiver of any succeeding breach. The provisions of this Agreement shall be severable such that if any provision shall be deemed to be invalid and unenforceable for any reason, such invalidity or unenforceability shall not affect the remaining provisions hereof.

20. INSURANCE

- A. The Contractor shall provide and maintain and cause any subcontractors to provide and maintain appropriate insurance. In no event shall the total coverage be less than the minimum insurance coverage specified below:
1. Professional liability in an amount of not less than One Million Dollars (\$1,000,000) per occurrence.
 2. Commercial General Liability in an amount of not less than One Million Dollars (\$1,000,000) per occurrence.
 3. Automobile Liability in an amount of not less than One Million Dollars (\$1,000,000) per occurrence.
- B. The Contractor shall name NAIPTA, its agents, officials and employees as additional insureds and shall specify that the insurance afforded by the Contractor shall be primary insurance and that any insurance coverage carried

or self-insurance by NAIPTA, any department or employee shall be excess coverage and not contributory insurance to that provided by the Contractor. Said policy shall contain a severability of interest provision. NAIPTA reserves the right to continue payment of premium for which reimbursement shall be deducted from amounts due or subsequently due Contractor.

- C. Failure on the part of the Contractor to procure and maintain the requested liability insurance and provide proof thereof to NAIPTA within ten (10) days following the commencement of a new policy, shall constitute a material breach of the Agreement upon which NAIPTA may immediately terminate this Agreement. Within ten (10) days of signing this Agreement, the Contractor shall furnish the NAIPTA with copies of the Certificate of Insurance drawn in conformity with the above insurance requirements. NAIPTA reserves the right to request and receive certified copies of any or all of the above policies and endorsements.
- D. The Contractor agrees to comply with statutory requirements for both workers' compensation and unemployment insurance coverage during the term of this Agreement. A Certificate of Insurance for workers' compensation coverage shall be provided within ten (10) days of signing this Agreement. The insurer shall agree to waive all rights of subrogation against NAIPTA, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for NAIPTA.

21. INCORPORATION OF RECITALS AND EXHIBITS

The Recitals and Exhibits referenced in this Agreement and attached hereto are acknowledged by the Parties to be true and correct and are incorporated herein by this reference.

22. COUNTERPARTS

This contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Contractor has caused this document to be executed by its duly authorized representative, this _____ day of _____, 20__.

Seon Systems Inc

By: _____
Print Name

Its: _____
Title

(Signature)

STATE OF _____ }

} ss.

County of _____ }

This instrument was acknowledged before me this _____ day of _____, 20__

by _____.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Seal

Notary Public

IN WITNESS WHEREOF, NAIPTA has caused this document to be executed by its duly authorized representative, this _____ day of _____, 20__.

NAIPTA

By: _____
Print Name

Its: _____
Title

(Signature)

Approved as to form:

By _____
Fredda J. Bisman
Dickinson Wright
General Counsel, NAIPTA

ATTEST:

Clerk of the Board

DRAFT

Request for Proposals

Transit IT Solutions

Proposal No. RFP 2016-100



**Northern Arizona Intergovernmental Public
Transportation Authority**

Flagstaff, Arizona

Issued: October 5, 2015

Deadline for Questions: October 28, 2015

Proposals due by: October 30, 2015

1.0 Scope of Service

1.1 Introduction

Northern Arizona Intergovernmental Public Transportation Authority is requesting proposals from qualified firms to provide the following components to improve security, performance, data collection, and rider information on NAIPTA's Fixed-Route Fleet (Mountain Line) and Paratransit Fleet (Mountain Lift). This project will require the successful proposer(s) to provide one or more of the following equipment and services to implement the following solutions:

- On Vehicle Security Camera system for fleet vehicles
- Real-Time Arrival and Automatic Vehicle Locator system
- Stop Annunciators and On-Vehicle signage and displays

Successful proposal should include:

- Hardware and Software required for successful implementation
- Project management of installation, integration, and rollout
- Documentation & manuals
- User training
- Warranty services & support
- Integrate with current and future hardware/software solutions
- Wireless Communication hardware options

NAIPTA is a political subdivision of the State of Arizona established by the Coconino County Supervisors to provide public transportation for an area of Coconino County and throughout the city of Flagstaff, and Northern Arizona University. NAIPTA provides Fixed-Route and Paratransit services in Flagstaff providing about 1.9 million trips a year on Fixed-Route and about 25,000 trips a year on Paratransit. NAIPTA's fleet is 100% ADA accessible and consists of Paratransit vans and 35 foot Gillig buses and a 60 foot New Flyer bus.

Proposals shall be all inclusive to deliver a turn-key project to NAIPTA. Proposals shall reflect all work necessary for a turn key piece, including full specifications and drawings for the design, materials, supplies, services, equipment, warranties, manufacture, installation, testing, and implementation of commercial grade systems.

Vendors may proposal solutions for more than one system and each proposal must contain stand-alone system pricing. If a vendor is awarded more than one of the IT Solutions, pricing may be adjusted as part of best and final offer.

1.2 Funding

This project is subject to award of federal funding. Eighty percent (80%) of the project will be funded through Federal Transit Administration funding. Twenty percent (20%) will be provided by NAIPTA as the local share funds. As a recipient of federal transportation funds, NAIPTA is required to apply relevant federal and state regulatory requirements to the procurement and subsequent third-party contracts. Applicable requirements and associated contract clauses that must be incorporated in the contract arising from the RFP are set forth in Section 4 of the RFP.

The award of a contract resulting from the RFP is subject to a financial assistance contract between NAIPTA and the Federal Transit Administration (FTA) and/or the Arizona Department of Transportation (ADOT). The successful bidder will be required to comply with all terms and conditions prescribed for third party contracts in a grant agreement with FTA.

1.3 RFP Information

1.3.1 RFP Timeline

RFP Issued	October 5, 2015
RFP Advertised	October 11, 2015
Final Date for RFP Clarification Requests and /or Questions	October 28, 2015
Due Date for RFP	October 30, 2015

1.3.2 NAIPTA Contact Person

All questions related to the **RFP and the bid process** must be sent via email and should be directed to:

Heather Dalmolin, Administrative Director
Email: purchasing@naipta.az.gov

All questions technical questions related to the **product and technical requirements** must be directed to:

James Wagner, Operations Director
Email: purchasing@naipta.az.gov

1.4 RFP Registration

In order to solicit information and/or register for the RFP, please register as an interested vendor on NAIPTA's purchasing page and contact Heather Dalmolin via email no later than October 28, 2015. Please include the following information in your email:

Company name, contact person's name, company address, telephone number, email address, and fax number.

Only vendors who register for the RFP are guaranteed to receive copies of questions and answers and/or any RFP Addenda.

1.5 Submission Information Requirements

NAIPTA reserves the right to accept or reject any or all proposals or any part of a proposal and to waive any informality and accept the most favorable proposal to meet the best interest of NAIPTA.

In order to be considered, proposals must be received at the administrative offices of NAIPTA by **2:00pm local time on Friday, October 30, 2015**. It is the responsibility of the proposer to ensure proposals arrive before the deadline. Failure of the U.S. Postal service, or any other delivery service, to deliver proposal packages on time shall result in the proposal not being opened or considered. The **proposal and all related documentation must be submitted in a sealed envelope clearly marked "RFP 2016-100"** and delivered to:

Northern Arizona Intergovernmental Public Transportation Authority
3773 N Kaspar Dr
Flagstaff AZ 86004
928-679-8900

A proposal package must contain vendor name, contact name, and address on the outside of the sealed package and includes the following:

1. A letter of transmittal by the person(s) with the authority to bind the proposer, to answer questions, or to provide clarification concerning submitted proposals;
2. One (1) original complete copy of the proposer's technical and price proposal;
3. A compact disk or USB storage device containing one complete PDF or MS Word compatible file of the technical proposal and one complete MS Excel compatible file of the NAIPTA proposal pricing forms;
4. A complete and accurate project description that details the proposal and how the proposal addresses the specifications and submission requirements found in the RFP;
5. All certificates, etc. (see bidder checklist); and
6. All forms and affidavits, completed.

Proposals will be opened and proposer's name read in the meeting room of the Board of Directors at the time indicated in the call for Proposals. Details of each Proposal, including proposed fees, shall not be announced at the time of opening. Such information shall be made public after all negotiations are completed and an award made.

Per NAIPTA Purchasing Policy incorporating A.R.S. § 11-254.01, award will be made with reasonable promptness to the Proposer whose Proposal best conforms to the Proposal Scope of Work and will be most advantageous to NAIPTA with respect to price, conformity to Scope of Work and other factors.

If NAIPTA is unable to successfully negotiate a contract with the highest rated Proposer, NAIPTA may, begin negotiations with the next highest rated Proposal, cancel the RFP and re-solicit or completely cancel the RFP.

Proprietary Information

Any information contained in the proposal that the proposer considers proprietary must be clearly identified as such. NAIPTA will respect requests for non-disclosure of proprietary information to the extent that information so restricted conforms to the Freedom of Information Act and any court rulings.

Late bids, Modifications, or Withdrawal of Bids

Any bid or modification of bids received at the NAIPTA office designated in the solicitation after the exact time specified for receipt will not be considered.

A bid may be withdrawn in person or by written request by a bidder or their authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.

1.6 Questions Concerning the Project

1.6.1 Verbal and Written Questions

Proposers must submit substantive questions, comments, and concerns **in writing** by email to the contact person identified above if they desire additional information on the project. NAIPTA will not answer questions via telephone in order to ensure fairness in the provision of project information among all prospective vendors. Written questions must be received no later than 2:00pm local time on Wednesday, October 28, 2015. Questions will be answered in writing and distributed to all proposers on the RFP distribution list. Questions should be addressed to the appropriate RFP contact person in section 1.3.2.

1.6.2 On-Site Interviews

NAIPTA reserves the right to conduct interviews with one or more of the top ranked proposers as part of the proposer evaluation and selection process. Proposers will also be required to hold a group presentation in person or via web conferencing before the final decision will be made.

1.7 Protest Procedures

Any Proposer objecting to the recommendation of award, rejection of a Proposal, solicitation procedures of an RFP or any portion thereof, must submit a written protest to the Administrative Director. This protest must be submitted prior to the Board of Directors meeting at which the recommendation is on the agenda for award or rejection. The protest must be filed with the Administrative Director within five (5) business days from notification of the recommendation. A complete description of the protest procedures may be found in NAIPTA Purchasing Policy. A copy of the Policy may be obtained by contacting the Administrative Director, 928-679-8908.

1.8 Statement of Work

The Northern Arizona Intergovernmental Public Transportation Authority is seeking qualified firms to provide several Transit IT solutions that can be integrated to maximize performance and reduce cost of redundant equipment. Vendors are encouraged to team up for providing a proposal for a solution however, NAIPTA will consider proposals for single solutions as well as integrated solutions as long as the single solution can be integrated with other equipment and services. The qualified proposer will be prepared to provide the following equipment and services:

- On Vehicle Security Camera system for fleet vehicles
- Real-Time Arrival and Automatic Vehicle Locator system
- Fixed Route Stop Annunciators and On Vehicle signage and displays

A list of vehicles to be equipped with related solutions has been included in Table 1.

1.8.1 Vehicle Table 1

Quantity	Make	Model	Length	Status
STANDARD BUS				
21	Gillig	Hybrid/Electric	35'	In service
2	Gillig	Diesel Only	35'	In service
ARTICULATED BUS				
1	New Flyer	XDE60	60'	In Service
VAN				
1	Chevy	Arboc	26'	In service
7	Ford	E450	24'	In service
4	Ford	E450	24'	Non-rev service
1	Ford	E350	22'	Non-rev service
1	Chevy	Braun Uplander	16'	Non-rev service

1.9 Equipment & Software Requirements

Preference will be given to the vendor that provides equipment and software that is compatible with NAIPTA's existing equipment and that meets the following minimum specifications:

A. On Vehicle Security Camera system for fleet vehicles

i. General System Requirements

The following technical specifications describe a system that NAIPTA believes will best meet the requirements of its operation. However, vendors are encouraged to recommend alternative solutions that they believe will better suit NAIPTA's requirements.

- Minimum of: 6 cameras per van, 10 cameras per standard bus, 13 cameras in articulated bus;
- High resolution visual recording that is activated automatically by incidents like hard braking and vehicle impacts as well as manual activation triggered by use of 'Panic Button';
- Audio recording capability with noise reduction that records voices and minimizes back ground noise like the bus engine;
- 'Panic Button' to manually mark events recorded on video and trigger open radio frequency;
- Event Marking will document vehicle speed, turn signals in use, and braking;
- Tamper proof recording units for vehicles;
- Ability for live viewing of feed from security cameras via company computers, to include ability to monitor speed, signal use, and braking;
- Provide ability to download marked events when in Wi-Fi range;
- Video must be easy to export for recording to DVD, viewing, and long term storage in non-vendor specific format;
- Hard drive storage on vehicles must able to store 30 days of video, i.e. 4 gigabytes; and
- Camera system must be supportable in-house – general maintenance, trouble shooting, and replacement installation will be performed by NAIPTA maintenance staff after trained by vendor and after initial deployment will be installed during vehicle builds at manufacturer.

Possible upgrades and additional components

- Additional cameras per unit based on recommendation to maximize NAIPTA ability to monitor fleet, passengers, and transit activities;
- Ability for live viewing of feed from security cameras from mobile devices thru an app, including tablets and smartphones;
- Ability to interface with GPS/AVL, CAD locating devices for other transit uses;
- Receive software upgrades on existing units as technologies develop and improve within the industry; and
- Align or interface with other manufacturer's products, such as paratransit dispatch and automatic passenger counting.

ii. Software Requirements

- Interface will be intuitive and simple to use;
- The system will provide a management interface for live view of vehicles using single or multiple camera view; and
- The system will provide GPS coordinates of vehicle location in video feed and recordings.

iii. Support and Warranty:

The following are the minimum support requirements.

- Supplier shall provide training to all dispatchers, supervisors, administrators, and maintenance technicians prior to deployment;
- Supplier must provide 24/7 support with access to a live support representative;
- Supplier must provide a specific account representative to be the main point of contact for setup, training, and feedback; and
- Supplier shall provide help manuals to allow resolution of straightforward items as expeditiously as possible.

B. Real-Time Arrival /Automatic Vehicle Locator system

i. General System Requirements

The Scope of this project includes the installation of onboard equipment to include mobile data terminals (MDT), web-based reporting tools and public access to vehicle location and system information. The following components are identified as the most critical ITS technologies:

- Integrated Mobile Data Terminals
- Web-based Fixed Route Automatic Vehicle Location (AVL)
- Predictive Arrival System
- Traveler Information System to include a public vehicle tracking website and mobile capabilities
- Standards-based, open software API that provides the agency with a data stream from which additional interfaces can be developed. NAIPTA is to own all data at no additional cost
- Web-based administrative software to include:
 - A fixed route Automatic Vehicle Location (AVL) module
 - A rich reporting module
- Warranty and Maintenance
- Training

ii. Onboard Hardware

All hardware shall be manufactured, fabricated, assembled, finished, and documented with workmanship of the highest production quality and shall conform to all applicable quality control standards of the original manufacturer and the Vendor. All hardware components shall be new and suitable for the purposes specified.

- All onboard equipment must be ruggedized to operate in a transit environment
- All equipment modules, cables, mounting hardware and connectors shall be designed to withstand the full range of operating environments found in the areas in which they are to be installed, and shall not interfere with the operation of existing and future equipment
- The vehicle operator display (VOD) shall be connected and integrated into the Mobile Information Terminal (MDT).

Vehicle Logic Unit (VLU) Hardware

- The VLU shall incorporate an integrated GPS receiver and cellular communications module
- Velocity measurements provided by the GPS equipment shall be accurate to within 0.1 meters per second
- GPS receivers shall report latitude, longitude, speed, time, direction of travel and whether the receiver has a GPS position lock
- The GPS receiver shall have a cold NAIPTA solution time of two minutes or less and a re-acquisition time of 15 seconds or less

Mobile Data Terminal (MDT) Hardware

- The MDT shall be readily available and can be powered independent or by vehicle
- MDT shall turn on automatically when the vehicle power is turned on, and shall shut down when the vehicle power is turned off
- The MDT shall provide solid state storage
- MDT shall be designed to operate in accordance with these specifications for ambient temperatures from -20°C to +60°C
- The MDT and all other onboard components shall be designed to withstand the vibration and shock forces associated with transit vehicles
- MDT shall be replaceable as discrete units and identified by unique serial number

iii. Onboard Software

Mobile Data Terminal (MDT) Software

- The MDTs shall be capable of being integrated to allow for a single logon for all onboard equipment
- The MDT shall provide an interface that allows the driver to perform the following functions: Set Route, Play onboard announcement, view/respond to messages from dispatch, view status, and view graphical headway analysis information
- The MDT shall send a location report, indicating its current GPS location and mileage reading every 10 seconds or less
- All transmitted data shall be stamped with following information: date and time, GPS location latitude and longitude, vehicle number, vehicle operator ID number
- All fixed route packets shall include route number, trip number, and mileage reading where applicable
- The MDT shall store the most recent forty (40) minutes of GPS data, if possible, so that if the GPS receiver is not able to report the location, the last known location will remain available to be transmitted when the network reconnects
- The MDT shall support 2-way messaging that allows the agency to send text-based messages to drivers
- The MDT shall track on-time performance and provide the driver with visual clues indicating performance to headways (early, on-time, late)
- The MDT shall allow the driver to play “canned” onboard announcement audio over the existing PA system

Driver Login Module

The MDTs shall allow vehicle operator logon using vehicle operator ID entry, with any of these requiring the entry of an alphanumeric vehicle operator password or numeric PIN.

- The MDT shall allow the driver to logout
- The MDT shall record the time that the driver was logged in and logged out

Route Assignment Module

- The MDT shall allow the driver to select which route is currently being run
- The MDT shall allow the driver to indicate that the vehicle is off duty (dead-heading)
- The MDT shall display to the driver the next scheduled bus stop (when on route)
- The MDT shall display a confirmation to the driver that the route request was accepted

Schedule Adherence / Headway Analysis Module

- When a vehicle operator is logged in to a run, the MDT shall display the name of the next upcoming time point, and the schedule adherence status as of the most recently passed time point or as of the current location

2-Way Messaging Module

- Driver Messages shall only be viewable while the vehicle is not in motion
- The MDT shall display a graphical icon (envelope) when an unread message exists
- The driver shall have the ability to confirm the receipt of “confirm” messages
- The driver shall have the ability to “acknowledge / Yes|No” messages

- The driver shall have the ability to select from a list of “Canned” driver-to-dispatch messages

System Status & Diagnostics Module

- System status shall clearly display the current state of the onboard system health
- System status should display the cellular signal strength
- System status should show the status of the GPS signal

iv. Back-Office System Requirements

The successful vendor will supply a turn-key, hosted, cloud-based software solution that provides an administrative console for authorized users. NAIPTA will be able to access the system via a standard web browser, without the need for software to be installed locally. The web-based Administrative Console software shall provide a single portal from which all system features will be available as plug-in modules - fixed route GPS tracking/dispatch software, reports, user management, etc. System shall be hosted on redundant, failover-ready infrastructure with at least one geographically separate datacenter housing NAIPTA’s data. Vendor shall describe the disaster recovery, failover, and backup methodologies for the hosted environment. NAIPTA shall have access/capability to download copies of data sets and/or backup images through the Web interface for local storage/possession.

Fixed Route AVL Software General Requirement

- Based on configurable thresholds, the system shall use the reported schedule adherence data to designate when vehicles are “early,” “late” or “on time
- The system shall highlight the vehicle IDs of those vehicles that are operating early, late or off-route, using map displays to indicate their current schedule and route adherence status.
- The map display symbols for these vehicles shall use distinct and configurable color codes for early, late and off-route status
- An open application programming interface (API) that allows approved 3rd party developers to receive a live data stream at no additional cost to NAIPTA
- Web-based; no software to install
- Runs in the latest version of IE, Chrome, and Firefox

Mapping Module Requirements

- Bus location with accuracy within 3 meters
- Ability to create geo-fences for speed, boundaries, and stops
- Ability to locate a customized list of points of interest by address
- Arrival predictions/schedule adherence calculations
- Reporting module that allows the user to interact with the data (rather than just view the output)
- Ability to assign buses to routes both in advance and in real time
- Visual representation of bus location plotted over a 2D map
- System reports when an onboard device has disconnected
- System reports when onboard device has poor GPS coverage
- System should have an update frequency rate as close to real-time as possible, no more than 10 seconds between updates.
- System shall offer detailed route maps, using familiar maps like Google Maps or equivalent, showing all major streets

- System shall display areas of overlapping routes in a manner as to clearly distinguish the different routes
- System shall provide bus arrival predictions to upcoming stops
- System shall offer route changes at no additional cost.
- System shall be integrated with Google Analytics to allow NAIPTA staff to view usage reports and trends, including:
 - General site visits
 - Unique site visits
 - Visitor information
 - Referring sites
 - Traffic sources and patterns

Route Planner Module Requirements

- Ability to assign vehicles to routes for today
- Ability to assign vehicles to routes tomorrow
- Ability to assign vehicles to routes for the week
- Ability to copy a daily route plan and use it for a future date

User Management / Configuration Module Requirements

- Ability to create users
- Ability to delete users
- Ability to edit users
- Ability to set user permissions
- Ability to define station trigger zones (A station trigger zone is a user-defined area that is located just prior to each stop location)
- The system shall provide a utility that allows the user to configure next stop announcement, via annunciator system, trigger zones on a global basis (e.g., 800 feet before each stop) and set or adjust trigger zones individually by stop.
- The system shall also allow for the creation of trigger zone locations to be downloaded to the MDT software as time points to support schedule adherence monitoring.
- In addition to defining the trigger zone geographical area, the utility shall allow a system action to be defined for trigger zone entry or exit.

Reports Module Requirements

- All vehicle location and status data shall be maintained online for a period of three months for retrieval, analysis, display and printing
- This historical information shall include all data transmitted from vehicles (log-on/log-off data, s, vehicle system alarms, location data, and data transmitted from other equipment onboard the vehicles)
- Reporting module that allows the user to interact with the data (rather than just view the output)
- Ability to export reports to Excel (CSV) and PDF
 - Fleet Management Reports***
 - Vehicle History
 - Speed Infraction
 - Speed Violation History
 - Vehicle Idle
 - Garage Pull Out
 - Speed Fence Violations
 - Vehicle Mileage Summary
 - Vehicle Speed Summary
 - Boundary Fence Activity by Class
 - Vehicle Location Proximity
 - Vehicle Engine Time Summary

- Vehicle Idle Time Summary
- Vehicle Idle By Proximity

Traveler Information Reports

- Public Site Usage Report
- Smart Phone App Usage Report
- Passenger Feedback Report

Performance to Schedule Reports

- Arrivals-Departures
- Route Utilization
- Headway Analysis

v. Traveler Information System Software

Passenger Web Site

- No software to load (pure HTML implementation) that displays vehicles laid over a 2D map
- Branded specifically for this agency
- Website shall have the ability to show the direction of travel on each route
- Routes are drawn in different colors
- User has the ability to show one, some, or all routes on the map
- The website shall allow customer to choose a stop and display the next arrivals for route(s) serving that stop Shared bus stops (those on multiple routes) are clearly identified as such
- The website shall display the location of all active vehicles
- An Icon for each in service vehicle shall be rendered on the web site, clearing showing direction of travel
- Bus icon positions should update without the need for refreshing
- On click of the bus icon, additional info is provided to the user:
 - Route Identifier
 - Next Stop
 - Bus #
 - ETA to Next Stop
- Bus arrival times are provided for each bus stop
- When a stop is selected, etas for at least 3 of the next arriving vehicles should be displayed, this should be configurable to show as many vehicles as required by the agency.
- When a vehicle is selected, ETAs to at least three of the down-line stops should be displayed, this should be configurable to show as many stops as required by the agency.
- ETAs are provided for each bus en route to a bus stop (e.g.: if two buses are on their way to a bus stop, there shall be two arrival time predictions)
- There shall be a section of the screen that is reserved for public service announcements from the agency
- Integrated help system
- Page will provide a link back to agency's web site

Mobile Applications

- A solution that allows a user to download and install a dedicated application on his or her phone. This is the preferred method to access information as opposed to using a mobile web browser.
- Multiple application options that reach the widest possible user base
- Logos and colors branded specifically for the agency, not the vendor
- Real-time vehicle tracking
- Bus arrival predictions
- Include search function and allow the user to search by route and stop ID number to receive their real-time arrival prediction
- Allow user to see stops closest to current location when location services is active

- Support for users to leave feedback
- Support for public service announcements
- Integrated help system
- Ability for users to save favorite

Text-based Tools

Many users may have difficulty in navigating a map to obtain the status of their bus. Therefore NAIPTA wishes for vendors to propose a text-based menu option that is available to customers.

- The tools should be available as code (API, javascript, html, etc.) that can be inserted directly into the mountainline.az.gov web site.
- This solution must also be ADA compliant.
- NAIPTA envisions the tools generally functioning as such:
 - Tool #1: Users have the option to select their agency, bus route, direction, and bus stop from a list of drop-down menus (that appear after each selection is made). The system then sends the next two arrival predictions to be displayed on the page in countdown format (i.e. “The bus will arrive in x minutes”).
 - Tool #2: Users have the option to select their agency and bus route from a list of dropdown menus. The user is then redirected to the map-based interface with only their selected route displayed.

SMS Text Messaging Requirements

Vendors shall propose a component with functionality that allows customers to receive their real-time arrival prediction via SMS Text messaging. NAIPTA envisions this functionality to work as follows:

- Corresponding stop ID number for the stop will be posted at stops
- Customer sends a text message to a specified phone number with their stop ID number
- Customer receives a text message displaying the next two (2) predicted arrivals for routes at that serve the bus stop (up to a 60 minute look ahead window).
- If the customer is at a shared bus stop, then they will receive a text message that clearly displays the predicted arrival times for routes by agency.

C. Stop Annunciators (Stop Announcement System) including Signage and Onboard displays

i. General System Requirements

The following technical specifications describe a system that NAIPTA believes will best meet the requirements of its operation. However, vendors are encouraged to recommend alternative solutions that they believe will better suit NAIPTA’s requirements.

- The proposal shall clearly state the number of stops and announcements the system can support;
- Must be fully automated for all bus stops and announcements onboard the vehicle shall be triggered at pre-defined locations, based on the current location of the vehicle as determined by the GPS receiver on the vehicle. The proposal shall clearly state limitations for number of stops and announcements that the system can support;
- Announcements onboard the vehicle shall include major advertised stops/timing points, key connection points and business centers, and public service announcements;
- Must comply with all of The Americans with Disabilities Act requirements;
- Must interface with real time arrival system signs as well as onboard signage and displays (to be purchased);

- Must be capable of making announcements when triggered by the opening of the front door, indicating route and destination of vehicle on the existing speakers mounted external to the vehicle;
- Must have the ability to enable and disable these external announcements independently of the internal announcements;
- Must be fully automated once the operator initializes the system by selecting the desired route/destination. No operator interaction shall be required to operate the annunciation system. Operator use of the onboard PA system shall override any automated announcements; and
- Annunciator system must be supportable in-house – general maintenance, trouble shooting, and replacement installation will be performed by NAIPTA maintenance staff after trained by vendor and after initial deployment will be installed during vehicle builds at manufacturer.

Possible upgrades and additional components

- Ability for live updates from mobile devices thru an app, including tablets and smartphones;
- Ability to interface with GPS/AVL, CAD locating devices for other transit uses;
- Receive software upgrades on existing units as technologies develop and improve within the industry; and
- Align or interface with other manufacturer’s products, such as fare-box technology.

ii. Hardware/Software

- The vendor shall provide the hardware and software necessary to coordinate audio announcements on board the fixed route buses;
- At a minimum, the Annunciator shall provide the following audio capabilities:
 - Gooseneck Microphone Input (w/ switch input)
 - Mic or Handset Input (w/ PTT and Hookswitch inputs)
 - Sensor Microphone Input (senses ambient noise level)
 - Driver Speaker Output (10W Power Amp)
 - Vehicle Speaker Output 1 (40W Power Amp) (Internal announcements)
 - Vehicle Speaker Output 2 (40W Power Amp) (External announcements)
 - Audio Paths selected and configured programmatically
 - Integral Text to Speech (TTS) Engine (English, and Spanish)
- At a minimum, the Annunciator shall provide the standard interfaces, inputs, and outputs necessary for system to operate smoothly and effectively with other systems. Other preferred options include:

○ J1708	○ Input Power Monitor
○ CAN (J1939)	○ Emergency Switch Input
○ Ethernet	○ General Purpose Digital Inputs/Outputs
○ Odometer Pulse Input	○ USB
○ Ignition Detect	○ RS232
- Minimum and maximum volume settings shall be configurable by the Agency and controls need to have limited access by authorized staff (lock box or cover);
- Independent volume settings must be permitted for the interior and external announcements;
- The controller shall use the vehicle location information from the AVL system to trigger the appropriate internal announcements onboard the vehicle whenever the vehicle enters a “trigger zone;”
- Trigger zones are user-defined areas located upstream from each stop location;
- Trigger zones will be pre-defined by the central software and downloaded to the controller;
- In the event that a vehicle is operating off-route, the internal automated announcements/displays shall not be made;

- Once the route is reacquired, the system shall automatically determine and announce the next valid bus stop or other designated location;
- The response of the annunciator system to off-route and on-route detection shall be automatic and not require operator intervention or action; and
- The controller shall be designed to operate:
 - Within a temperature range of -40 °F to 149°F (-40°C to +65°C).
 - With ambient humidity of up to 95%, non-condensing.
 - Reliably while subject to the vibration and shock forces associated with transit vehicles.
 - Within a voltage range of 9-32 VDC

iii. Interface Requirements

- Announcements shall be created utilizing text-to-speech. Programming a new announcement should be as simple as typing it in a text file;
 - A preview program must be provided that permits testing of the announcements prior to use onboard a bus and permits tricky pronunciations to be spelled phonetically.
 - System must be easy to quickly and easily create custom dictionaries with English and Spanish supported. Navajo is a preference.
- The Annunciator shall provide a means for wirelessly updating the announcement database on board the vehicle. This process shall be clearly defined in the proposal.

D. OPTIONAL ADDITIONS

NAIPTA would like each proposal to include the following options as features that could be included in the initial project or could be added on in the future as funding allows:

- Public Wi-Fi access: Please include an option for providing this service using hardware designed for use in buses.
- LED and LCD Signage:
 - Possible to add integrated text-only LED signage to display arrival predictions on bus routes. The LED signs must be fully integrated with the Vehicle Tracking system and placed either outdoors or indoors at bus stops, kiosks, or in major campus buildings. Signs placed outdoors must be weatherproofed and sunlight readable. Describe the communications infrastructure requirements (e.g. wireless cellular data communications). Also describe the sizes of the signs, power requirements, pre-set timing options, and display options. Provide sample views of LED signs.
 - Possible to add integrated LCD displays inside vehicles to display bus route information as well as arrivals. The displays must be fully integrated with the Vehicle Tracking system and built to operate in the bus operations environment with respect to dust, humidity, vibrations, temperature, etc. Describe the sizes of the signs, power requirements, pre-set timing options, and display options. Provide sample views of LCD displays.

E. Testing, Validation, & Reports

The proposed system shall include an interface that allows NAIPTA to test and validate all data before updates (route changes, stop changes, etc.) are displayed to the public.

Vendors shall describe in detail how testing will be supported (text based, play back simulation, etc.) and how errors will be identified. Vendors shall also supply NAIPTA with a reporting tool that monitors system performance in a historical report and/or real-time including:

- Data feed errors (i.e. due to a local agency real-time feed being unavailable, GPS errors, or unexpected feed delays).
- Regional real-time system error log
- Other factors that vendors feel are important to report to ensure quality of service that will assist in troubleshooting. NOTE: NAIPTA expects all troubleshooting will be done through a service level agreement.

F. Training, Support, and Maintenance:

Training

The selected vendor shall provide training and support to include the following:

- Toll free telephone support during hours of operations.
- On-site system implementation and support. Indicate number of hours included and description of training.
- Identify the number of hours of training for equipment installation and system functions for NAIPTA staff including administration, supervisors and drivers.
- Operator manuals for hardware and software.

Support

The following are the minimum support requirements.

- Coordinate work with designated staff;
- Contractor shall be responsible for coordinating the work with the existing on-site conditions and infrastructure, and repair any bus damage as a result of the installation;
- Contractor must be able to fully design, manufacture, install, integrate, test, and implement the voice annunciator system, including provisions for all necessary labor, equipment, materials, supplies, deliveries, as well as all activities and expenses associated with integrating the system with other systems;
- Supplier shall provide training to all dispatchers, supervisors, administrators, and maintenance technicians prior to deployment;
- Supplier must provide support during hours of operations with access to a live support representative;
- Supplier must provide a specific account representative to be the main point of contact for setup, training, and feedback;
- Supplier shall provide help manuals to allow resolution of straightforward items as expeditiously as possible; and
- If there are additional software, programming, testing, and labor related charges to accomplish the integration preferred, then the proposer shall include estimates of those expenses in its proposal.

Maintenance

- Provide a copy of the maintenance terms in the proposal. Specify the following:
 - Hardware, software, and vehicle equipment maintenance agreement terms, including the level of support provided;
 - Toll free telephone support during hours of operations;
 - Notification shall be provided prior to any scheduled downtime and as soon as possible regarding any unscheduled downtime, with a detailed explanation, including length of service interruption; and
 - Up-time should be 99.9%.

Section 1.9.1 Hosted or In-House Solution

Although NAIPTA prefers a Hosted Solution, vendors shall provide details and costs for both a fully hosted solutions and a solution that would be housed at NAIPTA.

A. Hosted Solution

The hosting facility shall at a minimum have the following specifications:

- Should have diverse and redundant fiber connections to the internet
- Should have minimum N+1 Redundancy (Network, Power, Mechanical/Cooling, and Internet Connectivity).
- Should have Virtual Private Networking (VPN) and firewalls
- Should provide managed security services
- Should have redundant mechanical and electrical infrastructure
- Should have redundant power, cooling, and internet data center infrastructure
- Should have comprehensive fire suppression systems
- Should allow agency users access to servers via VPN, Remote Desktop, or desktop software
- Should provide 24x7x365 network monitoring and management
- Should have frequent data back-ups of at least once per week.

Vendors shall include detailed descriptions of the proposed hosting facility and annual hosting costs (for the next three years) in the proposals.

B. In-House (Hosted at NAIPTA) Solution

Vendors shall provide details and costs associated for housing the system at NAIPTA, including:

- Recommended hardware
- Recommended Server
- Installation fees
- Vendor needs regarding access to the system (i.e. via VPN, citrix, etc.)

Section 1.9.2 Installation, Training, and Documentation

- A. The top selected vendor(s) may first be required to launch a pilot program on 5 vehicles.
- B. Vendors must provide a detailed explanation of the proposed Installation and Implementation plan. Vendors shall provide a recommendation on the level of training and support needed to configure, operate, and maintain the system and hardware (if applicable) adequately. The recommendation should specify training facilities needed, number of hours and number of people to be included in the training, materials and cost. A sample training plan will be submitted with the proposal and finalized during contract negotiations. Complete documentation of the procured equipment shall be provided. Documentation will be prepared in accordance with the Vendor's documentation standard and this specification. A document number will identify each document. Where a document is revised for any reason, each such revision will be indicated by a number, date, and subject in a revision block, along with an indication of official approval by the NAIPTA Project Manager. In addition to providing all documentation in hard copy form, documentation shall be provided in an electronic media with the exception of published manuals. Electronic media shall be Microsoft Office, which includes Word and Excel; or PDF.

Section 1.9.3 Warranty and Maintenance

- A. Service Level Agreement – The vendor shall provide a proposed service level agreement that will include the data network(s) and other devices or subsystems and the incentives / penalties associated with the performance expectations not being met.

- B. Confidence Testing Support – The vendor shall provide functional and technical assistance (onsite or remote) for 60 calendar days after system acceptance which shall be considered the confidence testing period. This technical assistance shall be provided at any site (stops or vehicles) throughout the system. If onsite assistance and support is provided, it shall be available within 24 hour notice during this period of time.
- C. Implementation Services – Vendor warrants implementation services (e.g., work products, developed modifications, and system configuration) for three years after final acceptance date.
- D. Ongoing Support – The vendor shall provide ongoing user and technical support for a period of five years under a Maintenance and Support Agreement. Such agreement shall include providing all generally available product updates and upgrades, support for installing and configuring product updates as they become available as well as user training for upgrades or enhancements, when required, throughout the support period. The vendor shall provide a single source of technical support for resolution of issues and problems including those pertaining to any third-party vendors. In such cases of a problem involving a third-party vendor, the vendor shall act as the principal point of contact and shall actively work toward resolution of the problem. The vendor shall provide a typical maintenance support agreement.
- E. Software – The vendor (software licensor) warrants that the software conforms in all material respects to the requirements and specifications. The vendor warrants that the software's capabilities satisfy the functional requirements herein.
- F. Warranty – A warranty will be provided for the software, implementation services, hardware and the operability of the System for a minimum of two years, which is to begin on the date of system acceptance. A copy of the vendor's warranty will be provided.

NAIPTA retains the right to negotiate purchase/warranty terms where appropriate. NAIPTA also has the option of accepting or rejecting an extended warranty/maintenance agreement. Vendor shall state in the proposal any extended warranty/maintenance agreements that are available for the proposed equipment and include annual software and hardware maintenance escalation percentages. Additionally, proposals should include descriptions of how new versions/ upgrades of the software are released and what options customers have to migrate to these new versions. Specify if the new versions/upgrades are included in the purchase price.

- G. The System – The vendor shall warrant that the System shall properly operate for five years after final acceptance.

NAIPTA expects to receive full support during hardware and software configuration of the system.

1.10 Contract Obligations & Requirements

1.10.1 Contract Obligations

The contents of the RFP and the commitments set forth in the selected proposals shall be considered contractual obligations, if a contract ensues. Failure to accept these obligations may result in cancellation of the award. The contract will bind the bidder to furnish and deliver at the bid price, and in accordance with conditions of said accepted proposal and specifications for ninety (90) calendar days after the opening of the proposal.

The Proposer's products, services and facilities shall be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards and ordinances, regardless of whether or not they are referred to by NAIPTA. The Proposer shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act.

All known subcontractors to this Project must be indicated in the submittal. No subcontract will be construed as making NAIPTA a party of or to such subcontract, or subjecting NAIPTA to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the successful Proposer of liability and obligation under such party's contract with NAIPTA; and despite any such subletting; NAIPTA shall deal through the successful Proposer. Subcontractors will be dealt with as workers and representatives of the successful Proposer.

The contract award will not be final until NAIPTA and the successful bidder have executed a mutually satisfactory contractual agreement(s). No contract activity may begin prior to the execution of a contractual agreement between the successful bidder and NAIPTA.

If the successful bidder refuses or fails to execute the contract, NAIPTA may award the contract to another bidder whose proposals comply with all the requirements of the RFP and any addenda thereto.

NAIPTA reserves the right to cancel an award immediately if new state or federal regulations or policies make it necessary to change the service purpose or content substantially or to prohibit any such goods and services.

All Proposals may be rejected if the Board determines that rejection is in the public interest.

State and Local Law Disclaimer

The rights and duties of the parties hereto shall be determined by the laws of the State of Arizona and to that end the contract shall be considered as a contract made and to be executed in the City of Flagstaff, Arizona and the State of Arizona. Court of Common Pleas in and for Coconino County shall have original jurisdiction over any legal matters arising from this tender.

NAIPTA's Purchasing Policy incorporates by reference, and is designed to be in accordance with, ARS § 11-254.01. The Board of Directors has adopted and approved this Purchasing Policy.

Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Single Bid Response

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

Interest of Members or Delegates to Congress

The Contractor agrees that it will not allow any member of, or delegate to, the Congress of the United States to any share or part of this contract or to any benefit arising there from.

1.10.2 Certificates of Insurance

- A. Contractor shall obtain and submit to NAIPTA before any Services are performed, certificates from the Contractor's insurance carriers indicating the presence of coverages and limits of liability as set forth in the Contract Documents, but in no event shall the coverages and limits be less than those specified as follows:

1. Workers' Compensation:

Coverage A. Statutory Benefits.

Coverage B. Employer's Liability.

Bodily Injury by accident	\$1,000,000 each accident
Bodily Injury by disease	\$1,000,000 policy limit
Bodily Injury by disease	\$1,000,000 each employee

Coverage must include a Waiver of Subrogation endorsement.

2. Commercial Auto Coverage:

Auto Liability limits of not less than \$1,000,000 each accident, combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto" or "All Owned, Scheduled, Hired and Non-Owned".

If the Contract Documents require Contractor to remove and haul hazardous waste from the Project site, or if the Project involves such similar environmental exposure, pollution liability coverage equivalent to that provided under the ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

3. Commercial General Liability:

Each Occurrence Limit	\$1,000,000
Personal Injury/Advertising Injury Limit	\$1,000,000
Products/Completed Operations Aggregate Limit	\$5,000,000
General Aggregate Limit (other than Products/Completed Operations)	\$2,000,000

Coverage must include a Waiver of Subrogation endorsement.

Both policy forms must include:

- Blanket contractual coverage for the indemnity/hold harmless agreements assumed in this Contract and in any subcontracts. Any Employee Exclusion will be deleted.
- An endorsement naming NAIPTA, each of the Partners, and any other party required to be named as an additional insured under the Contract Documents, and any other parties in interest as Additional Insured(s) under the coverage specified under Comprehensive General Liability or Commercial General Liability. The endorsement shall be on ISO forms CG2010B 11/85 or CG2026 11/85, or equivalent. Additional Insured Endorsements on both ISO forms CG2010 10/01 and CG2037 10/01 are acceptable. ISO forms CG2010A or CG2010B 10/93 and/or 3/97, or their equivalent, ARE NOT ACCEPTABLE. Any form that does not grant additional insured status for both the ongoing operations and products/completed operations coverages IS NOT ACCEPTABLE.
- An endorsement stating: "Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy."
- Coverage on an "Occurrence" form. "Claims Made" and "Modified Occurrence" forms are not acceptable.
- Coverage to include general aggregate limits on a "per project" basis.

4. Excess Liability:

Umbrella Liability to extend the above liability coverages and limits to reach a total combined limit of:

Each Occurrence	\$1,000,000
Aggregate	\$2,000,000

5. Other Requirements

All policies must contain an endorsement affording an unqualified thirty (30) days notice of cancellation to the additional insured(s) in the event of cancellation, non-renewal or material reduction in coverage.

All policies must be written by insurance companies whose rating, in the most recent AM Best's Rating Guide, is not less than an A. All coverage forms must be acceptable to NAIPTA.

Certificates of Insurance with the required endorsements evidencing the required coverages must be delivered to the NAIPTA prior to commencement of any Work. Failure of NAIPTA to demand such certificate or other evidence of full compliance with these insurance requirements or failure of NAIPTA to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. NAIPTA shall have the right, but not the obligation, to prohibit Contractor or any of its subcontractors from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by NAIPTA.

Contractor shall be responsible to satisfy any deductible or self insured retention with respect to any of the coverages required by the Contract Documents.

NAIPTA reserves the right, in its sole discretion, to require higher limits of liability coverage if, in NAIPTA's opinion, operations by or on behalf of Contractor create higher than normal hazards and, to require Contractor to name additional parties in interest to be Additional Insureds.

In the event that rental of equipment is undertaken to complete and/or perform the Work, Contractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.

In the event that materials or any other type of personal property ("personal property") is acquired for the Project or delivered to the Project site, Contractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.

Contractor shall maintain "all risk" insurance, on a replacement cost basis, covering loss or damage to personal property (for which it has title and/or risk of loss) which is to become a final part of the Project, during any time such personal property is in transit and while stored or worked upon away from the Project site. NAIPTA shall be named as additional insured under such insurance.

- B. NAIPTA and Contractor waive all rights against each other and against NAIPTA and the Partners for damages caused by fire or other perils covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance. Such insurance may be subject to an amount deductible from the sums otherwise payable thereunder and the burden of such deduction shall be borne by the party receiving the direct benefit of such insurance.

2.0 Instructions to Proposers

2.1 Proposal Format

Responses to the RFP must correlate with the alpha numeric characters and order of items in the Bidder Checklist. Each item in the RFP should be addressed in the proposal.

2.2 Bidder Checklist**Initials**

A. A. Transmittal Letter	
B. Executive Summary Must include a brief executive summary summarizing highlights of the proposal	
C. Complete Bidder Checklist Bidder must include this completed checklist	
D. Proposer Information (§2.3)	
E. Project Information (§2.3)	
F. Comparable Projects in Size & Scope (§2.3)	
G. References (§2.3)	
H. Company Detail & Questions	
I. Proposal Provide detailed proposal for providing solutions. Be sure to note any exceptions to the requirements within the scope of work.	
J. Project Management Information Sample implementation plan.	
K. Certificates of Insurance	
L. Disadvantaged Business Participation Form	
M. Non-Collusion Affidavit	
N. Disclosure of Responsibility Statement	
O. Suspension & Debarment	
P. Buy America Certificate	
Q. Lobbyist Certificate	
R. Homeland Security Certificate	
S. Acknowledgement of Addenda Should addenda relative to this RFP be released by NAIPTA, bidders must include a signed acknowledgment of receipt for each addendum	
T. Proposal Pricing Form Pricing forms should be included according to the requirements of this RFP.	
U. Electronic, Proposal, & Price Proposals Price proposal must be in MS Excel compatible format provided by NAIPTA.	

2.3 Proposer Qualifications & Reference Form

(Note: The Proposer authorizes NAIPTA to contact any person listed on this form for the purpose of investigating responsibility. Failure to provide complete information can be grounds for bid rejection.)

1. PROPOSER INFORMATION:

a. Business Name:

b. Owner Name:

c. Business Address:

d. Business Phone:

Daytime:

Evening/Weekend:

Web address:

Email address:

e. Number of Employees:

Annual Sales \$:

f. Date Business Established:

g. Insurance Agent Name:

h. Insurance Agent Address:

i. Insurance Agent Phone:

2. FOR THIS PROJECT ONLY:

a. Name of Project Manager:

b. Business Phone:

Daytime:

Evening/Weekend:

c. Business Address:

3. COMPARABLE PROJECTS IN SIZE AND SCOPE:	
a. Name and dates of Project:	
Address:	
Size and Scope:	
b. Name and dates of Project:	
Address:	
Size and Scope:	
c. Name and dates of Project	
Address:	
Size and Scope:	
d. Name and dates of Project:	
Address:	
Size and Scope:	

4. REFERENCES:
a. Firm Name:
Address:
Name of Reference:
Position Title:
Telephone:
b. Firm Name:
Address:
Name of Reference:
Position Title:
Telephone:
c. Firm Name:
Address:
Name of Reference:
Position Title:
Telephone:

2.4 Company Detail & Questions

All information requested in this section must be addressed in the vendor's proposal. **Please limit your responses to less than 10 single pages.** Proposers must provide information on the following:

1. Submit a history and overview of your firm to include number and location of offices in the U.S., list the total number of customers, list the average fleet size. The legal name of your company, if doing business under some name other than that by which the company is commonly recognized. If the company is owned or controlled by a parent organization, vendors are requested to provide the name of that organization, its address, and the name and title of the person responsible for your business unit. **(2-3 page)**
2. Include a description of the firm's experience and a description of the experience and training of all key individuals associated with the project. Proposals should detail all firm and individual experience relevant to the types of services described in this RFP. **(2-3 page)**
3. Provide an organizational chart with job descriptions of key individuals assigned to the project. Job descriptions should be specific to the project. **(1 page)**
4. Discuss the top three (3) distinctions between your company and its competitors. **(1 page)**
5. Identify all subcontractors to this Project and respective roles. Include a summary of previous working relationships. **(1 page)**
6. Identify the number of customers and average fleet size that each sales person/representative oversees. How many calls per day does he/she average and what is the response time? **(1 page)**

2.5 Proposal

The proposer must submit a complete proposal describing offered solution in detail. The narrative must include description of equipment and services required for successful implementation. **Please limit your responses to less than 5 single pages.** If proposal includes multiple solutions, please limit your response to 5 pages per solution.

2.6 Pricing form

The proposer must submit a complete price proposal in the format provided by NAIPTA. An electronic file is available upon request from the NAIPTA contact person. Equipment, software, services, profit, overhead, and miscellaneous expenses should be itemized. Sufficient descriptions or narrative detail should also be provided so that NAIPTA may access the reasonability of the price proposal and assure equal evaluation of all proposers. Additional narrative, not included on the pricing form may be included at the bidder's discretion. Proposers who fail to provide sufficient detail or separately itemize expenses may be deemed non-responsive.

Proposers must also include pricing for any items that may represent value to NAIPTA but are not included in the specifications. These items should be noted as "optional" and will not be judged in the base price proposal.

Proposal price for any materials or equipment furnished shall be F.O.B. Flagstaff, including delivery to NAIPTA using point, unless otherwise indicated in the Proposal specification. Federal excise tax, if there is such a tax involved, shall be excluded in every case. However, the amount of the excise tax excluded shall be stated by the vendor submitting the Proposal. Proposal prices shall be firm. All relevant state and local taxes shall be included in the final Proposal amount shown. Out-of-state purchases are subject to a 6.5% Arizona use tax, and out-of-state Proposers are responsible for computing this tax and including it in the final Proposal amount shown.

**Northern Arizona Intergovernmental Public Transportation Authority
RFP 2016-100 Pricing Form**

INSTRUCTIONS: Proposers should check the "Optional" column for any items that are not required by NAIPTA specifications and should not be included in the scoring process.

Proposer: _____

Equipment

Item	Unit Cost	Quantity	Total	Optional
1.			\$	
2.			\$	
3.			\$	
4.			\$	
5.			\$	
6.			\$	
7.			\$	
8.			\$	
9.			\$	
Subtotal:			\$	

Software

Item	Unit Cost	Quantity	Total	Optional
1.			\$	
2.			\$	
3.			\$	
4.			\$	
5.			\$	
Subtotal:			\$	

Personnel Time and Expenses

Item	Unit Cost	Quantity	Total	Optional
1.			\$	
2.			\$	
3.			\$	
4.			\$	
5.			\$	
Subtotal:			\$	

Maintenance and Other Future Services

Item	Unit Cost	Quantity	Total	Optional
1.			\$	
2.			\$	
3.			\$	
4.			\$	
5.			\$	
Subtotal:			\$	

Grand Total \$

Proposer's Authorized Representative Signature Date

Proposer's Authorized Representative PRINT name & title

3.0 Evaluation Criteria

An evaluation committee established by NAIPTA will assess the proposals received. The committee may elect to award to a proposer without further discussion, or may determine that no proposer meets the needs of NAIPTA.

Proposers identified for further consideration may be interviewed by the panel and may have the opportunity to revise their proposal as a result of these discussions, after which a second round of scoring may be conducted.

After the interviews or negotiations, NAIPTA will award a contract to the proposer which, in the Project Administrator's opinion, has made the best offer.

During the evaluation process, negotiation, and selection process, committee members may not disclose information from one proposer to another proposer. All information provided by proposers shall remain confidential after the conclusion of the procurement process, to the extent possible by law.

An Evaluation Team will review and analyze each proposal. Proposals will be evaluated and scored according to the following criteria:

Max points * Quality Level = Score

Evaluation Factors	Max Points	Quality Level	Score
Understanding Proposer has demonstrated a thorough understanding of the scope of the project and their role and responsibilities as a partner.	20		
Experience Proposer demonstrates experience in public transit/para-transit IT solutions in addition to technical aptitude to provide and maintain these solutions.	20		
Product Proposer will provide a total solution compliant with all bid specifications. Cost neutral add-ons and options available beyond the specifications that represent present or future value-added features are encouraged.	30		
Presentation & Proposal Proposal is organized and responsive to all areas contained in the RFP; Proposer exhibits confidence and knowledge regarding the proposed products and services.	15		
Price Proposed price appears complete, realistic, and cost effective. Total price represents value for NAIPTA.	15		
TOTAL POSSIBLE			100

The Quality Level will be based on the following scoring method:

Quality Level	Points	Description
Excellent	100%	Meets all requirements; reflects significant enhancements or strengths as compared to minimum levels of acceptability; no offsetting weaknesses.
Very Good	85%	Meets all requirements; reflects some enhancements or strengths; few if any offsetting weaknesses.
Good	75%	Meets all requirements; strengths and weaknesses, if any, tend to offset one another equally.
Fair	60%	May contain significant weaknesses only partially offset by less pronounced strengths; should meet all minimum requirements, but some areas of doubt may exist.
Poor	35%	Serious doubt exists about ability to meet minimum needs but may be sufficient; significant weaknesses without offsetting strengths.
Deficient	0%	Will not meet minimum needs.

4.0 Required Contract Clauses & Other Attachments

The following clauses shall be incorporated into any contract that results from the RFP. These clauses are required by federal, state or local regulations, and are not subject to negotiation.

4.1 Non-Collusion

The Bidder guarantees that the bid submitted is not a product of collusion with any other bidder and that no effort has been made to fix the bid price of any bidder or to fix any overhead, profit, or cost element of any bid price.

Form A in forms must signed and submitted for bid to be deemed responsive.

4.2 Disclosure of Responsibility Statement

The bidder must complete the Disclosure of Responsibility Statement and submit signed document.

Form B in forms must signed and submitted for bid to be deemed responsive.

4.3 Federally Mandated Clauses for all Contracts

This procurement is being funded, in whole or in part, with federal funds through Federal Transit Administration (FTA). As consequence of that funding, the attached FTA mandated provisions are included in this proposal.

Form D (Federal Clauses and Certificates) must be signed and submitted for bid to be deemed responsive.

4.4 Recycled Products

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

4.5 Privacy Act

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:

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

4.6 Declaration Regarding Material Assistance / Non-Assistance to a Terrorist Organization

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Arizona Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

Any answer of “yes” to any question, or the failure to answer “no” to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, “material support or resources” means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, dales documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

Form C in forms must signed and submitted for bid to be deemed responsive.

Forms

Form A: NON-COLLUSION AFFIDAVIT

I hereby swear (or affirm) under penalty of perjury:

1. That I am the responder (if the responder is an individual), a partner in the responder (if the responder is a partnership), or an officer or employee of the proposing corporation and have the authority to sign on its behalf (if the responder is a corporation);
2. That the attached proposals have been arrived by the responder independently, and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to proposal, designed to limit independent proposing or competition;
3. That the contents of the proposal or proposals have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder or its surety on any bond furnished with the proposal or proposals, and will not be communicated to any such person prior to the official opening of the proposal or proposals; and
4. That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

SIGNED _____

FIRM NAME _____

Subscribed and sworn to before me

This _____ day of _____, 20_____.

Notary Public _____ SEAL

My commission expires on _____, 20_____

Responder's E.I. Number _____

(Number used on Employer's Quarterly Federal Tax Return)

Form B: Disclosure of Responsibility Statement

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.

2. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affects the responsibility of the contractor. (See Purchasing Policy Section 7.2 for types of offenses)

3. List any convictions or civil judgments under state or federal antitrust statutes.

4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.

5. List any prior suspensions or debarments by any governmental agency.

6. List any contracts not completed on time.

7. List any penalties imposed for time delays and/or quality of materials and workmanship.

8. List any documented violations of federal or state labor laws, regulations, or standards, occupational safety and health rules.

[Signature page for Form B is on following page]

I, _____, as _____ (Name of individual
Title & Authority) of _____, declare under oath that the above statements,
including any supplemental responses attached hereto, are true.

Signature

NOTARY:

State of _____

County of _____

Subscribed and sworn to before me on this _____ day of _____ 20__ by
_____ representing him/herself to be _____ of the
company named herein.

Notary public

My Commission expires:

Residing at:

Form C: Declaration Regarding Material Assistance / Non-Assistance to a Terrorist Organization

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

Arizona Department of Homeland Security

www.azdohs.gov

Last Name		First Name		Middle Initial
Home Address				
City	State	Zip	County	
Home Phone			Work Phone	

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS, OR ORGANIZATION:

Business/Organization Name			
Business Address			
City	State	Zip	County
Phone Number			

DECLARATION

In accordance with division (A)(2)(b) of section 2909.32 of the Ohio Revised Code

For each question, indicate either “yes” or “no” in the space provided. Response must be truthful to the best of your knowledge.

- Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?
 Yes No
- Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?
 Yes No
- Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?
 Yes No
- Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?
 Yes No

5. Have you committed an act that you know, or reasonably should have known, affords “material support or resources” to an organization on the U.S. Department of State Terrorist Exclusion List?

_____ Yes _____ No

6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?

_____ Yes _____ No

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Arizona Department of Homeland Security. The request forms and instructions for filing can be found on the Arizona Department of Homeland Security website.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of “yes” to any question, or failure to answer “no” to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business, or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business, or organization referenced on the first page of this declaration.

Signature _____ Date _____



**Proposal for Products & Services
NAIPTA - Mountain Line**

November 18, 2015

NAIPTA - Mountain Line
3773 North Kaspar Drive
Flagstaff, Arizona
86004

Dear Heather,

Seon Systems Sales (Seon) is pleased to submit this offer for your mobile surveillance and fleet management needs. We trust this customized solution will help you meet your goals for student and driver safety and security. This quote is valid for up to 60 days.

In business since 1999, Seon has over 180,000 recording systems in place working with hundreds of public transit properties throughout North America. Our unsurpassed reputation has been built on a solid foundation of reliable products, long-term relationships with our clients, and a support mechanism that is second to none. Our approach to business ensures our clients realize the highest return on investment and lowest cost of ownership in the industry.

Seon has a clear understanding of the requirements for a mobile security camera system as a powerful step in the goal of enhancing the safety of passengers and employees. Further, Seon understands the need for an adaptable platform to meet the technological needs of the future. Seon offers an all in one totally integrated transportation management solution! Digital Mobile Video Surveillance with optional integrated vMax Commander Wifi, vMax Live Plus AVL.

We are confident that our proposal offers high value propositions at low-risk based on the factors listed below:

- Industry leading experience with large, satisfied client base = PROVEN PARTNER
- Proven technology with long-standing track record for reliability = STABILITY
- In-house development and manufacturing capabilities = SHARED VISION

Thank you for the opportunity to share with you, the innovative solutions offered by Seon Systems Sales Inc. We are confident that we are able to exceed the needs and expectations of NAIPTA - Mountain Line over the long-term.

Please do not hesitate to contact me at any time should you have any questions, concerns, feedback or if there is any further clarification I can provide.

Kindest regards,



Don Nelson
Sales Executive - Transit
Seon Systems Sales Inc.
1.877.630.7366 | dnelson@seon.com

PREPARED FOR:

Heather Dalmolin
 Auditing & Compliance Manager hdalmolin@naipta.az.gov

PREPARED BY:

Don Nelson
 Sales Executive - Transit

SOLD TO DETAIL

NAIPTA - Mountain Line
 3773 North Kaspar Drive
 Flagstaff, Arizona
 86004

BILLING DETAILS

NAIPTA - Mountain Line
 3773 North Kaspar Drive
 Flagstaff, Arizona
 86004

SHIPPING DETAILS

NAIPTA - Mountain Line
 3773 North Kaspar Drive
 Flagstaff, Arizona
 86004

Corporate Office: 1.877.630.7366
 Unit 111, 3B Burbidge Street
 Coquitlam, BC V3K 7B2
 dnelson@seon.com

Optional - Live Streaming Video

<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Qty Price</u>
38	080-1024 Cradlepoint IBR600LE-VZ (Verizon) router with wifi	\$975.00	\$37,050.00

Professional Services

<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Qty Price</u>
38	INST-LVST Installation Smart Reach Cellular	\$150.00	\$5,700.00

Freight

<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Qty Price</u>
1	Freight - Parts Only - Ground Ground Freight - Parts Only	\$200.00	\$200.00

Grand Totals:

Parts and Software:	\$37,250.00
Professional Services:	\$5,700.00
Total:	\$42,950.00

All purchases must be confirmed with an authorized signature from the purchaser; company issued purchase orders should be provided for all purchases exceeding \$10,000.00 (in addition to authorized proposal). Any purchases that are exempt from sales taxes must be accompanied by a tax exemption and/or resellers certificate.

By signing below I confirm that I have read and understand the provided proposal and that all information, including billing and shipping details is correct.

PO# _____ Date: _____

Name: _____ Title: _____

Signature: _____

All purchases **must** be confirmed with an authorized signature from the purchaser; company issued purchase orders should be provided for all purchases exceeding \$10,000.00 (in addition to authorized proposal). Any purchases that are exempt from sales taxes must be accompanied by a tax exemption and/or resellers certificate.

By signing below I confirm that I have read and understand the provided proposal and that all information, including billing and shipping details is correct.

PO# _____ Date: _____

Comments: _____

Seon Comments & Terms:

1. Supply & Install hardware on 38 vehicles for Live Streaming Video & Onboard Wifi via cellular transmission;
2. Data plan is to be provided by the end user and is not included;
3. Any applicable taxes are extra;

Proposed installation prices are based on all vehicles being present and available, in a single location, at the time of scheduled installation. Any offsite installation work or the requirement to return to the site at a later date are subject to additional fees including labor and associated travel costs. Please contact your Sales Executive should you have any questions.

This quote is valid for up to 60 days & payment terms Net 30. All sales are final. A restocking fee of 20% will apply for any product returns and/or exchanges requested after initial shipment of the product. Note that product returns and/or exchanges will only be accepted for new, unused product that is within the original, unopened packaging. Please contact your Sales Executive should you have any questions.

Thank you for the opportunity to provide a Proposal for your mobile surveillance and fleet management needs. We trust this customized solution will help you meet your goals for passenger and driver safety and security.

Please feel free to contact me directly at 1.877.630.7366 if you have any questions or concerns. We look forward to partnering with you.

Best regards,



Don Nelson
Sales Executive - Transit
Seon Systems Sales Inc.
1.877.630.7366 | dnelson@seon.com

Seon Design Inc. ® Product Warranty

Seon Design Inc. ("Seon") warrants the cameras and components listed below against defects in workmanship and materials provided that such defects appear or are discovered within the respective periods specified below and provided further that the purchaser of such products notifies Seon of such defects in writing within thirty (30) days of the appearance or discovery of such defects:

- Three (3) years from date of purchase, parts and repair labor on all Cameras
- Three (3) years from date of purchase, parts and repair labor on the Explorer® Premier, DX, TX, EX, MX, and Trooper® TL series mobile DVR Systems
- Three (3) years from date of purchase, parts and repair labor on all storage media (including hard drives)
- One (1) year from date of purchase, parts and repair labor on the Smart Reach® Wireless systems and other Wireless products
- One (1) year from date of purchase, parts and repair labor on the VML Controller, Student Tracking RFID reader, and other vMax Live Plus hardware products
- One (1) year from date of purchase, parts and repair labor on all other products and accessories

If Seon repairs any camera or component which is out of warranty Seon warrants such repaired cameras or components against defects in workmanship and materials provided that such defects appear or are discovered within 90 days from date of shipment of such repaired camera or component to customer by Seon and provided further that the purchaser of such products notifies Seon of such defects within thirty (30) days of the appearance or discovery of such defects.

Subject to the terms and conditions listed below, during the relevant warranty period, Seon will repair, replace, or refund the purchase price for the defective product, whichever Seon considers to be appropriate in the circumstances, in Seon's sole and arbitrary opinion, free of charge, any defective products returned prepaid. In the event purchaser has a problem with any Seon product, please call and request a **RETURN AUTHORIZATION (RA) NUMBER** from the Service Department. Please call 877-630-7366 or (604) 941-0880 and ask for the Service Department. Be sure to have the model number, serial number and the nature of the problem available for the customer service representative. Prior authorization **MUST** be obtained for all returns, exchanges, or credits. **ITEMS SHIPPED TO SEON WITHOUT A CLEARLY IDENTIFIED RA NUMBER MAY BE REFUSED.**

Products returned will be tested to verify for possible defects. Upon verification of a defect, the product will be repaired or exchanged, or the purchase price will be refunded or credited to the customer's account, at the sole option of Seon. In the event of replacement, the returned product will be credited to the customer's account and a new invoice issued for the replacement item. Seon reserves the right to refund the purchase price or to issue a credit only in lieu of replacement. Seon may use new or refurbished replacement parts for repairing its products, at its sole and arbitrary discretion. Seon may replace an entire unit with an equivalent model, at its sole and arbitrary discretion. If a unit is exchanged, the returned product shall become the property of Seon and the exchange product becomes the property of the purchaser, and the remainder of the warranty that applied to the original unit purchased shall apply to the exchanged product. Exchange units may be new units, or units that have been repaired to full factory specifications, at Seon's discretion. If the product is found to be in good working order or its inability to function properly is not covered by this warranty, the product will be returned in the same condition as received unless repair is possible and requested by the customer. Repairs of such nature will incur a charge for parts and labor and will proceed only by agreement with the customer to accept the charge.

ADVANCE REPLACEMENTS

If there is a defect in workmanship or materials covered by this warranty in a camera, recorder or component and customer notifies Seon of such within sixty (60) days of:

- (a) the date of installation of such product if the installation of such product was done by Seon; or
- (b) if Seon did not install the product, of the date of shipment of the product to the customer by Seon,

and the customer requests advance replacement of such product by Seon, Seon will replace such product without charge in advance of return of such product by customer to Seon provided that if customer has not returned the defective product to Seon within sixty (60) days of the date of shipment by Seon of the advance replacement then Seon will invoice the customer for the purchase price of the advance replacement product including shipping costs and any taxes, duties or other charges related to the advance replacement and the customer shall pay to Seon the amount invoiced within 30 days of receipt of invoice, or if the customer has a written agreement with Seon regarding credit terms, then the customer shall pay the amount invoiced in accordance with the agreed upon credit terms:

This warranty shall not apply:

- (a) to equipment not supplied by Seon;
- (b) to computer equipment supplied by Seon (such as monitors, printers, servers and laptops) not manufactured by Seon. The customer must contact original manufacturer of such equipment for warranty terms and service;
- (c) to equipment, including, any components, which shall have been operated in excess of rated capacity, subject to negligence, accident, or damage by circumstances beyond Seon's control, or to improper installation, operation, maintenance, servicing, alterations or storage, modification without Seon's written authorization, misuse, vandalism, fire, floods or acts of nature so as, in Seon's exclusive and arbitrary judgment, to affect the same adversely;
- (d) to equipment that is installed utilizing installation products not supplied by Seon;
- (e) if the warranty seal on the DVR has been broken or tampered with;
- (f) if the serial number for the product has been altered in any way; or
- (g) if the product has been operated outside of the specified Operating Environment specified in the Seon User's Manual for such product, or
- (h) to cover any costs incurred by the customer for the removal of defective cameras or components or of non-defective cameras or components, or for the installation of repaired cameras or components or for the reinstallation of non-defective cameras or components, all of which are for the account of the customer.

Disclaimer

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES, GUARANTEES AND CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SEON EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY, DURABILITY OR FITNESS FOR PURPOSE AND ANY WARRANTIES OR MODIFIED WARRANTIES ARISING FROM USAGE OF TRADE OR COURSE OF DEALING.

Any description of the goods or services, whether in writing or made orally by Seon or Seon's agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with customer's order are for the sole purpose of identifying the goods and/or services and shall not be construed as an express warranty. Any suggestions by Seon or Seon's agents regarding use, applications or suitability of the goods and/or services shall not be construed as an express warranty unless confirmed to be such in writing by Seon.

Purchaser assumes full responsibility for selecting products to achieve purchaser's intended purposes, for properly installing and using those products, and for verifying the results obtained therefrom.

PURCHASER'S EXCLUSIVE REMEDY AND SEON'S ENTIRE LIABILITY ARISING FROM OR IN CONNECTION WITH PURCHASER'S USE OF THE PRODUCTS AND/OR THIS AGREEMENT SHALL BE REPAIR OR REPLACEMENT OF DEFECTIVE PRODUCTS, OR REFUND OR CREDIT OF THE PURCHASE PRICE OF THE PRODUCTS AS SET FORTH ABOVE. SEON SHALL NOT BE SUBJECT TO AND DISCLAIMS: (A) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY; (B) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE, AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO GOODS SOLD OR SERVICES RENDERED BY SEON, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO; AND (C) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL AND CONTINGENT DAMAGES WHATSOEVER, EVEN IF SEON HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Without limiting the generality of the foregoing, Seon specifically disclaims any liability for property or personal injury damages, penalties, special or punitive damages, damages for lost profits or revenues, loss of use of goods or any associated equipment, cost of capital, cost of substitute goods, facilities or services, down-time, shut-down or slow-down costs, or for any other types of economic loss, and for claims of customer's customers or any third party for any such damages. Some jurisdictions do not allow limitation or exclusion of incidental or consequential damages, so this limitation or exclusion may not apply to purchaser. In no event shall Seon's total liability for any damages to purchaser or any other person in connection with the products or this agreement exceed the lower of the suggested list price or the actual price paid for the products, regardless of whether such liability arises from contract, tort, warranty or any other form of claim. If any provision of this agreement is found to be void, invalid, or unenforceable, that finding shall not affect the remaining provisions, all of which shall be enforced to the full extent permitted by law. If any remedy hereunder is determined to have failed of its essential purpose, the limitations of liability and exclusion of damages set forth above shall remain in full force and effect. This agreement may be modified only by a writing signed by a duly authorized representative of Seon.

Provisions Applicable to American Customers

For those customers whose mailing address is in the United States, Seon's offer and any agreement of sale resulting therefrom shall be governed by and construed in accordance with the internal and domestic laws of the State of WASHINGTON without giving effect to the conflict of laws rules thereof. The Superior Court of Washington for Whatcom County and U.S. District Court for the Western District of Washington (the "U.S. Closed Courts") shall have exclusive jurisdiction to entertain and determine all disputes and claims, whether for specific performance, injunction, declaration or otherwise arising out of or in any way connected with the construction, breach, or alleged, threatened or anticipated breach of the contract resulting from this offer and shall have jurisdiction to hear and determine all questions as to the validity, existence or enforceability thereof. Customer specifically consents to such Court's exercise of jurisdiction over it. The purchaser attorns to the exclusive jurisdictions of the jurisdiction of the U.S. Closed Courts, waives any obligation to venue in any action or proceeding regarding Seon Products and waives any objection that the U.S. Closed Courts are an inconvenient forum or do not have jurisdiction over the purchaser of Seon. The United Nations Convention On Contracts For The International Sale Of Goods shall not apply.

Provisions Applicable to Canadian Customers

For those customers whose mailing address is in Canada, Seon's offer and any agreement of sale resulting therefrom shall be governed by and construed in accordance with the internal and domestic laws of the Province of BRITISH COLUMBIA and the laws of Canada applicable therein without giving effect to the conflict of laws rules thereof. The courts of British Columbia (the "Canadian Closed Courts") shall have exclusive jurisdiction to entertain and determine all disputes and claims, whether for specific performance, injunction, declaration or otherwise arising out of or in any way connected with the construction, breach, or alleged, threatened or anticipated breach of the contract resulting from this offer and shall have jurisdiction to hear and determine all questions as to the validity, existence or enforceability thereof. The purchaser attorns to the exclusive jurisdictions of the jurisdiction of the Canadian Closed Courts, waives any obligation to venue in any action or proceeding regarding Seon Products and waives any objection that the Canadian Closed Courts are an inconvenient forum or do not have jurisdiction over the purchaser of Seon. The United Nations Convention On Contracts For The International Sale Of Goods shall not apply.

The information contained herein is subject to change without notice.

Extended Warranty for Certain Products

The following extended warranty ("Extended Warranty") provisions apply to products ("Extended Warranty Products") in respect of which the customer has purchased the Extended Warranty as a separate product from Seon. If any provisions of the Extended Warranty conflict or are inconsistent with the provisions of the basic warranty set forth above, the provisions of the Extended Warranty shall govern.

Seon warrants the Extended Warranty Products against defects in workmanship and materials provided that such defects appear or are discovered within the extended warranty period set forth in the applicable warranty purchased by the customer and provided further that the purchaser of such products notifies Seon of such defects within 30 days of the appearance or discovery of such defects.

Under the Extended Warranty:

- (a) Seon will provide repairs to the Extended Warranty Product at no extra charge during the Extended Warranty period;
- (b) normal wear and tear IS covered, including replacement of hard drives if necessary;
- (c) the parts and repair labor required to complete all warranted repairs are included;
- (d) Seon will arrange and pay the cost of ground freight between customer's location and the Seon U.S.A. service facility (or such other location) as is designated by Seon in the relevant Return Material Authorization issued by Seon in respect of such Extended Warranty Product; and
- (e) Seon will pay freight, brokerage and duty costs to bring the goods to Canada, if required, in the sole and arbitrary opinion of Seon.

In addition to the telephone numbers provided above for reporting a warranty matter, purchasers of Extended Warranty products may report warranty matters by e-mail to Seon at: service@seon.com.

The purchaser reporting an Extended Warranty issue may request Seon to arrange for pick-up of the Extended Warranty Products and shall provide information as to the number of parcels and shall request a RETURN AUTHORIZATION (RA) NUMBER.

Seon will only be responsible for the cost of ground freight. Any additional costs for express modes of freight will be paid by the purchaser of the Extended Warranty Product. Advance replacements will not be provided.

A renewal or extension of the Extended Warranty is not automatic and will only be offered at the sole discretion of Seon and must be verified by Seon in writing. **740-0009 R008 © 2013 All Rights Reserved 3 EN700117**

Exhibit A: Proposal for RFP 2016-100

Northern Arizona Intergovernmental Public Transportation Authority

RFP 2016-100 Pricing Form

INSTRUCTIONS: Proposers should check the "Optional" column for any items that are not required by NAIPTA specifications and should not be included in the scoring process.

Proposer: _____ Seon Systems Sales Inc. _____

Equipment

Item	Unit Cost	Quantity	Total	Optional
DVR's	\$ 3,414.80	5	\$ 17,074.00	
Cameras	\$ 376.58	109	\$ 41,047.22	
Wireless Bridges	\$ 709.61	38	\$ 26,965.18	
		4	\$ -	
OPTIONAL: Live Streaming Video & WiFi [Hardware only]			\$ -	Yes
Video server Model: Dell R320 [2.5TB; 8GB memory]	\$ 8,333.00	1	\$ 8,333.00	Yes
		7	\$ -	
		8	\$ -	
		9	\$ -	
Subtotal:			\$ 93,419.40	

Software

Item	Unit Cost	Quantity	Total	Optional
Commander 5.0 software Year 1	\$ 9,420.00	1	\$ 9,420.00	
		2	\$ -	
		3	\$ -	
		4	\$ -	
		5	\$ -	
Subtotal:			\$ 9,420.00	

Personnel Time and Expenses

Item	Unit Cost	Quantity	Total	Optional
Engineering Services	\$ 7,050.00	1	\$ 7,050.00	
		2	\$ -	
		3	\$ -	
		4	\$ -	
		5	\$ -	
Subtotal:			\$ 7,050.00	

Maintenance and Other Future Services

Item	Unit Cost	Quantity	Total	Optional
		1	\$ -	
		2	\$ -	
		3	\$ -	
Subtotal:			\$ -	

Grand Total	\$ 109,889.40
Grand Total including 6.5% Arizona Use Tax	\$ 117,032.21

Annual Commander Licensing, Year 2+	\$ 1,726.00	1	\$ 1,726.00 per year
Extended Warranty [2 extra years; Price per system, per year]	\$ 275.00	38	\$ 10,450.00 per year

February 5, 2016

Proposer's Authorized Representative Signature

Date

Christopher Akiyama, Vice President of Sales

Proposer's Authorized Representative PRINT name & title