



**REQUEST FOR PROPOSALS**

**MOBILE DIGITAL VIDEO SYSTEM**

**PROJECT NUMBER 1617**

**INTERCITY TRANSIT  
OLYMPIA, WASHINGTON**

**RFP RELEASE DATE:**

July 6, 2016

**PRE-PROPOSAL MEETING:**

Date: July 19, 2016

Time: 10:00a.m.

Place: Pattison Street Facility, 526 Pattison SE, Olympia

**QUESTION SUBMITTAL DEADLINE:**

July 20, 2016 by 5:00p.m.

**PROPOSAL SUBMISSION DEADLINE:**

August 2, 2016 by 3:00p.m.

Intercity Transit Administration Facility

526 Pattison Street, SE

Olympia, WA 98501

**CONTACT:**

Jeff Peterson, Procurement Coordinator

526 Pattison Street, SE

Olympia, WA 98501

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[jpeterson@intercitytransit.com](mailto:jpeterson@intercitytransit.com)

## LEGAL ADVERTISEMENT

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### REQUEST FOR PROPOSALS MOBILE DIGITAL VIDEO SYSTEM PROJECT 1617

Intercity Transit (Transit) is the public transportation provider for Thurston County and is based in Olympia, Washington. Transit is seeking to contract with a provider of high quality mobile digital video recording system to replace the existing system. Transit reserves the right to negotiate long term maintenance agreements and additional units for fleet expansion under this agreement. Initial annual estimated value is \$340,000 to \$370,000.

An optional pre-proposal meeting will be held at Intercity Transit's Administrative Facility located at 526 Pattison SE, Olympia, Washington, 98501 on July 19, 2016 at 10:00a.m. (PT).

Solicitation documents for this project are available free online through Washington's Electronic Business Solution (WEBS) located at <https://fortress.wa.gov/ga/webs/>. Proposers are responsible to register in WEBS and download the RFP 1617 solicitation documents in order to receive automatic e-mail notification of any future Addenda.

Proposals are due no later than 3:00p.m., on August 2, 2016. Intercity Transit will not consider late submittals.

Please contact Jeff Peterson, Procurement Coordinator at [jpeterson@intercitytransit.com](mailto:jpeterson@intercitytransit.com) or (360) 705-5878 with any questions regarding this solicitation.

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## PART I - INFORMATION FOR PROPOSERS AND GENERAL PROVISIONS

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### 1. PURPOSE AND SCOPE

Intercity Transit (Transit) is the public transportation provider for Thurston County and is based in Olympia, Washington. Transit is seeking to contract with a provider of high quality mobile digital video recording system to replace the existing system. Transit reserves the right to negotiate long term maintenance agreements and additional units for fleet expansion under this agreement. Initial annual estimated value is \$340,000 to \$370,000.

The resulting award will be a firm fixed price contract. Maintenance agreements and orders for expansion vehicles or replacement of failed devices outside of warranty terms are to be equivalent to pricing proposed, plus applicable price increases as justified by an increase in the producer price index.

### 2. CONTRACT TERM

Transit intends to award a single contract for the equipment and services described in this document. Transit expects outfitting the existing fleet will take one (1) year. Subsequent orders or maintenance agreements may occur on an as needed basis. The initial contract term is to be five (5) years upon date of execution. The contract may be extended for two (2) additional one (1) year terms. Total term is not to exceed seven (7) years, unless further support is required.

### 3. PROCUREMENT SCHEDULE

The following is the intended schedule for vendor selection:

Procurement Activity	Date and Time (Pacific Time)
RFP Release	July 6, 2016
Pre-Proposal Conference, Optional	July 19, 2016 at 10:00a.m.
Requests for Clarifications	July 20, 2016 by 5:00p.m.
Proposals Due	August 2, 2016 by 3:00p.m.
Anticipated Award Date	September 7, 2016

### 4. PROCUREMENT CONTACT

Until the contract is awarded, all inquiries must be directed to:

Jeff Peterson  
Procurement Coordinator  
526 Pattison Street SE  
Olympia, WA 98501  
(360) 705-5878  
jpeterson@intercitytransit.com

## **5. OPTIONAL PRE-PROPOSAL MEETING**

Transit will host an optional pre-proposal meeting at the Intercity Transit Administrative Facility, 526 Pattison Street SE, Olympia, WA 98501, on the date and time specified in the Procurement Schedule. The purpose of the meeting is to respond to questions about the project or RFP document. Changes to the procurement document or clarifications that would benefit all firms will be published by Transit in WEBS by a formal addendum.

## **6. EXAMINATION OF CONTRACT DOCUMENTS**

Each proposer shall thoroughly examine the Contract Documents, including Information for Proposers, General Terms and Conditions, Scope of Work, Technical Specifications and Addenda (if any). The submission of the proposal shall constitute an acknowledgment upon which Transit may rely that the Contractor has thoroughly examined the Contract Documents. The failure or neglect of a proposer to receive or examine any of the Contract Documents, statutes, ordinances, regulations and permits shall in no way relieve the proposer from any obligations with respect to the proposal or to the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge or misunderstanding of any of the Contract Documents, statutes, ordinances, regulations, permit requirements, or other materials referenced or incorporated herein.

### **6.1 DOCUMENT AVAILABILITY**

Solicitation documents for this project are available at no charge on-line through WEBS at <https://fortress.wa.gov/ga/webs/>. Proposers are responsible to register in WEBS and download the solicitation documents in order to receive automatic e-mail notification of any future Addenda. Please contact WEBS customer service at (360) 902-7400 or [WEBSCustomerService@des.wa.gov](mailto:WEBSCustomerService@des.wa.gov) if you require assistance with the WEBS registration process.

## **7. REQUESTS FOR CLARIFICATION**

Prospective proposers shall submit to the attention of the Procurement Coordinator any and all written requests for clarification concerning the Part III - Scope of Work and Specifications or any aspect of the work for this project, including contract language. Requests for clarification shall be submitted to Transit at least ten (10) calendar days before the submittal due date and time. All such requests shall be submitted in writing through email. Transit will not be obligated to consider or respond to untimely requests for clarification. Transit shall review and respond to all timely requests for clarification. If necessary, Transit shall issue an addendum to the solicitation which identifies any changes to the procurement document. Proposers shall provide adequate technical information with any request for clarification in order to allow Intercity Transit to formulate a response. It is at Transit's sole discretion to respond to requests for clarification and accept or reject any request for changes to the scope, specifications, or contract terms. Proposers shall not rely upon any oral statements or conversations, whether at the pre-proposal meeting or otherwise, they may have with representatives of Transit regarding requested clarifications or the Contract Documents.

If no request for clarification is received, Transit will construe that the proposer intends to fully comply with the document as a whole.

No oral interpretations will be made to any proposer as to the meaning of the Contract Documents. This Contract will be between Transit and the Contractor. The contractor will be responsible for the performance of all work described in the Part III - Scope of Work and Specifications. The Contract Documents have not been written with the intent of, and Transit shall not be party to, defining the division of work between the contractor and their sub-contractors.

#### **8. ADDENDUMS TO REQUEST FOR PROPOSALS**

Proposers must submit questions regarding the proposal in writing to the Procurement Coordinator as noted above. All official responses will be distributed by the Procurement Coordinator through written addenda posted on WEBS.

Requests from potential Proposers for clarifications not resulting in an addendum to the RFP shall be responded directly to the requester and may or may not be issued to all parties in possession of solicitation documents. If responses are issued to all parties, names of those requesting the clarification shall be maintained as confidential. Clarifications issued to all parties shall be included in all subsequently issued solicitation documents.

Intercity Transit reserves the right to amend this RFP at any time prior to the submission due date and time. Amendments may be for any reason deemed necessary by Transit including, without limitation, changes in quantity, quality, delivery, submission date, procedures, baseline technical requirements, or selection criteria.

#### **9. POSTPONEMENT OF SUBMISSION**

Transit reserves the right to postpone the date and time of proposal submission at any time prior to the date and time established herein. Such postponement will be documented in an official addendum.

#### **10. SUBMISSION OF PROPOSALS**

One (1) signed original written sealed proposal will be received by Transit at its Administrative Facility at 526 Pattison SE, Olympia, WA, 98501, by the due date and time noted in the Procurement Schedule.

Proposers must include an electronic copy (Word or PDF format) of their submittal on a CD or thumb drive within their sealed envelope. Should there be any discrepancies between the original printed copy and the electronic copy, the information provided in the printed original shall prevail.

Fax or emailed submission of documents will not be accepted as an original, sealed, proposal. Proposals received after such time and date will not be considered and will be returned to the sender unopened. The proposer accepts all risks of late delivery of mailed proposals regardless of fault.

Address documents to the attention of: **Jeff Peterson, Procurement Coordinator**  
Intercity Transit  
526 Pattison Street SE  
Olympia, WA 98501

Label the package, "**Proposal - Project 1617 - DO NOT OPEN.**"



## **11. INSTRUCTIONS FOR PROPOSAL PREPARATION**

Response to this RFP shall be made in strict conformance with the stated requirements. Failure to conform therewith may be cause for rejecting the proposal submitted.

The format is to be an 8 1/2" x 11" booklet, with a ring binder which shall allow the pages to open fully and lie flat.

All of the required submittals are detailed in Part IV – Proposal Submittals. Contents are to be organized according to the numeric sections in Part IV. All of the required submittals must be included in the proposal and submitted by the submission deadline. It is to the proposer's advantage to provide all of the information requested in Part IV – Proposal Submittals as completely as possible.

This RFP document may be separated and appropriate documents removed for preparation and submission with the proposal.

## **12. PROPOSAL REQUIREMENTS**

Proposals must be clear, concise, and provide complete information about the company's qualifications and ability to provide the required products.

In submitting a proposal, the proposer agrees that all information, products and pricing offered in the proposal shall be in effect for a minimum of sixty (60) days from the time and date established by Transit for submitting proposals. Transit reserves the right to request that proposers grant an extension of such effective period.

## **13. MODIFICATION OR WITHDRAWAL OF PROPOSAL OR CLAIM OF ERROR**

A modification of a proposal already received shall be considered only if the modification is received prior to the time announced for the submittal of proposals. All modifications shall be made in writing, executed and submitted in the same form and manner as the original proposal. Notwithstanding the above, a late modification of an otherwise successful proposal that makes its offer more favorable to Transit shall be considered at any time it is received and may be accepted.

Any modification of the proposal or quotation, except a modification resulting from Transit's request for "best and final" offer, is subject to the same conditions. Proposals may be withdrawn by written request received from proposers prior to the time set for the receipt of proposals. Proposals may be withdrawn in person by the proposer or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

No proposer may withdraw a proposal after the time and date established for submitting proposals, or before the award and execution of the contract, unless the award is delayed for a period exceeding ninety (90) days from the deadline for receipt of proposals. Transit reserves the right to request that proposers grant an extension of such effective period.

No consideration shall be given by Transit to a claim of error in a proposal unless written notice of such claim and supporting evidence of such claim, including cost breakdown

sheets, are delivered to Transit within forty-eight (48) hours after the opening of proposals. Any review by Transit of a proposal and/or any review of such a claim of proposal error (including supporting evidence) creates no duty or liability on Transit to discover any other error or mistake, and the sole liability for any proposal error or mistake rests with the proposer.

#### **14. LATE SUBMISSIONS**

Any proposal received at the office designated in the solicitation after the exact time specified for receipt shall not be considered. The exact time (also referred to as official time) is the date and time the proposal is actually received by Transit's Administrative Office Receptionist.

#### **15. PROPOSAL SECURITY - PUBLIC DISCLOSURE**

Proposals will become the property of Transit and may be shared with Transit employees or others included in the evaluation.

All the information contained in the proposal is subject to the State of Washington Public Records Act, RCW Chapter 42.56 and may be subject to public inspection. It should be noted that RCW 42.56.270(1) states that the following information may be exempt from disclosure: "Valuable formulae, designs, drawings, computer source code or object code, and research data obtained by any agency within five years of the request for disclosure when disclosure would produce private gain and public loss."

No release of proposal information, nor names of proposing firms, will be made between the due date of proposals and award.

Proposers, who include in their proposals data which conforms to the above exemption and that they do not want disclosed to the public for any purpose or used by Transit, except for evaluation purposes, shall:

A. Mark the title page with the following legend:

"This proposal includes data that shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror as a result of, or in connection with, the submission of this data, Transit shall have the right to duplicate, use or disclose the data to the extent provided in the resulting contract. This restriction does not limit Transit's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]."

B. Mark each sheet of data they wish to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subjected to the restriction on the title page of this proposal."

#### **16. SUCCESSFUL PROPOSER**

- a. Transit will determine the top ranking proposers consistent with the established selection criteria. Transit reserves the right to award on the basis of the original proposal. Transit further reserves the right to request clarification.

- b. There may be further evaluation by interview to gain additional understanding of how the proposals meet the criteria. Transit will notify the finalists of the time and date for interviews.
- c. All proposals are subject to Transit's final approval as to whether they meet the scope, specifications and requirements of this RFP and are deemed to present an acceptable product.
- d. Transit also reserves the right to request a "best and final" offer.
- e. The final selection, if any, will be the contractor which in the opinion of Intercity Transit, best meets the requirements set forth in the Request for Proposals and is in the best interest of Intercity Transit. Following the selection, the selection committee will provide a recommendation for award.
- f. Intercity Transit reserves the right to reject any and all proposals received, or to award a contract without discussions with proposers.

## 17. SELECTION CRITERIA AND CONSIDERATIONS

Transit, in its sole discretion reserves the right, but without obligation, to waive informalities and irregularities.

The responsive, responsible, proposer achieving the most total points will determine the best overall offer, as described below:

- **Responsiveness (Pass or Fail).** Transit will consider all the material submitted by the firm to determine whether the firm's offering is in compliance with the procurement documents. The following responsiveness items will be scored as pass or fail.
  - Proposal was received on time.
  - Proposal package is complete.
  - Proposal package was signed by the authorized representative.
  - Proposed products and services meet minimum requirements.
- **Responsibility (70 points possible).** Transit will consider all material submitted by the firm, and evidence it may obtain otherwise, to determine whether the firm, its key personnel, and proposed subcontractors have the qualifications and experience to successfully provide the requested services and products.
 

The following responsibility items will be scored as follows:

  - Ease of installation, operation and maintenance (20 points)
  - Ease of use programming (20 points)
  - Customer Service (20 points)
  - Existing installations in transit vehicles (10 points)
- **Price (30 points possible).** The lowest proposed evaluated price will receive the maximum available price points. Price points will be assigned to the remaining proposals using the following formula:  $(\text{low price} / \text{proposed price}) \times 30$  points equals points allotted.
- **References (Pass or Fail).** Transit reserves the right to contact references (provided or otherwise obtained) of any firm during the evaluation process. Negative reviews regarding the company's performance or customer service may disqualify the proposal.

- **Field Test (Pass or Fail).** Transit reserves the right to request the proposer provides Transit sample product(s) (at no charge to Transit) for field testing for approximately 30 calendar days. Transit may consider another proposal should products provided fail to perform to the satisfaction of Transit during the field test.

Within 60 calendar days after the proposal due date or field test, whichever is greater, Transit will accept an offer, negotiate a best and final offer, reject all proposals, or take such other action as may be in its best interest. Transit reserves the right to request extension of the acceptance period. Acceptance will be followed by a written Notice of Award of Contract letter.

Award shall be contingent on substantial acceptance of the terms and conditions as identified in Part II - Sample Agreement, and compliance with all required assurances.

## **18. SUSTAINABILITY COMMITMENT**

Intercity Transit is a founding signatory with Gold Level recognition for the American Public Transportation Association Sustainability Commitment. Transit is ISO 14001 certified and is committed to: pollution prevention, continual improvement, environmental compliance, and communicating our environmental and sustainability policy to all employees and vendors. Proposers may be required to provide information that demonstrates the products offered comply with Intercity Transit's Environmental and Sustainability Management System ([ESMS](#)) commitments.

## **19. COLLUSION**

If Transit determines that collusion has occurred among the proposers, none of the proposals of the participants in such collusion will be considered. Transit's determination shall be final.

## **20. SINGLE PROPOSAL, IF RECEIVED**

If only a single proposal is received, Transit may require that the proposer provide a cost analysis or a price comparison between the proposed price and that of similar equipment, materials, supplies, and/or services to assure that the proposed price is fair and reasonable. If requested, the proposer shall provide the cost analysis or price comparison within seven (7) calendar days of the date requested. Transit reserves the right to reject or accept the proposal on the basis of the cost analysis or price comparison.

## **21. AGREEMENT TERMS AND NEGOTIATIONS**

The objective of the negotiations will be to reach agreement on all provisions of the proposed agreement. To assist in the negotiations, Transit's General Terms and Conditions and a sample agreement is provided in this Request for Proposal document.

## **22. PROTEST PROCEDURES**

- A. **Right to Protest.** Any actual or prospective proposer who is aggrieved in connection with the solicitation or award of a Contract shall file a protest with the Intercity Transit General Manager. A protest with respect to this solicitation shall be submitted in writing prior to the proposal due date unless the aggrieved person did not know

and should not have known of the facts giving rise to such protest prior to proposal opening date. The protest shall be submitted within seven (7) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto. If the protester is not satisfied with the solution of the General Manager, a written protest may be filed with the Intercity Transit Authority. Protests filed more than seven (7) calendar days following the receipt of the General Manager's written determination will not be accepted.

- B. Stay of Procurements During Protests. In the event of a timely protest under Subsection A of this section, the General Manager shall not proceed further with the solicitation or award of the Contract until all administrative and judicial remedies have been exhausted or until the Authority makes a determination on the record that the award of a Contract without delay is necessary to protect substantial interests of Transit.
- C. Entitlement to Costs. In addition to any other relief, when a protest is sustained and the protesting proposer should have been awarded the Contract consistent with the solicitation, but is not, then the protesting proposer shall be entitled to the reasonable costs incurred in connection with the solicitation, including proposal preparation costs, other than attorney's fees.
- D. Process. In order to be considered, a protest shall be in writing and shall include:
  - the name and address of the aggrieved person;
  - the project number and title under which the protest is submitted;
  - a detailed description of the specific grounds for protest and any supporting documentation; and
  - the specific ruling or relief requested.

Address written protest to Intercity Transit, 526 Pattison Street, SE, Olympia, WA 98501, Attention: Development Director, Proposal Protest. Failure to comply with these protest procedures shall render a protest untimely or inadequate and may result in rejection thereof by Transit.

- E. The Federal Transit Administration (FTA) may entertain a protest that alleges that Transit failed to have or follow written protest procedures. Such protest must be filed with FTA not later than five (5) business days after Transit renders a final decision or five (5) business days after the protester knows or has reason to know that Transit has failed to render a final decision. A protest to FTA must be filed in accordance with FTA Circular 4220.1F (as periodically updated).

## **23. PRICING AND ADJUSTMENTS**

All pricing shall remain firm and fixed for the initial five (5) year contract term.

A minimum of sixty (60) calendar days advance written notice of price increase is required which is to be accompanied by sufficient documentation to justify the requested increase. Contractor may propose service rate increases by written notice to Transit's Contract Administrator. Price adjustments may be taken into consideration when determining whether to extend this contract. Price increases will not be considered

without supporting documentation sufficient to justify the requested increase. Contractor shall provide a detailed breakdown of their costs upon request. Contractors shall not make contract extensions contingent on price adjustments.

Documentation must be based on published indices, such as the Producer Price Index, or other applicable indexes incurred after contract commencement date. The grant of any price adjustment will be at the sole discretion of Transit and, if granted, shall not produce a higher profit margin for the Contractor that established by the original contract pricing. The Contractor shall be notified in writing by the Contract Administrator of any price adjustment granted by Transit, and such price adjustment shall be set forth in a written amendment to the contract. Price adjustments granted by Transit shall remain unchanged for at least 365 calendar days thereafter, and no request for adjustments in price will be considered during that time period.

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## PART II - SCOPE AND SPECIFICATIONS

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### 1. SCOPE OF WORK

Intercity Transit (Transit), the public transportation provider in Thurston County, is seeking to obtain proposals from qualified Contractors for the provision of a digital video and audio recording system (DVRS) for Transit's dial a lift and fixed route vehicles. This system shall monitor and record events that occur in the interior and exterior of these transit vehicles at all times the vehicles are powered on through an existing array of cameras. It is the intent of Transit to secure a system that is configured for Transit's needs in accordance with the specifications, terms, and conditions set forth in this Request for Proposals (RFP).

The system shall include all software, equipment, wiring, cabling and related connectors for the installation of digital recording units in the designated vehicles. The system shall include all components required for Transit to retrieve, view, and permanently storage recorded images and sound to a Transit provided server. The proposer's offer shall also include provision for training, maintenance, troubleshooting and end user support.

Transit anticipates continued growth in the amount and complexity of services it provides. Transit desires to purchase a system with full featured capabilities that allows for planned additions and future technology.

Digital video recording (DVR) unit identifier shall refer to the individual digital recording unit installed in each transit vehicle.

Transit anticipates awarding a contract to a single supplier.

The products shall be delivered to Intercity Transit's Administrative and Maintenance Facility, at 526 Pattison SE, Olympia, WA 98501. Transit may require the products be delivered directly to a coach manufacture's facility for installation on new builds.

Transit reserves the right to pilot one coach and one paratransit vehicle for approximately one month prior to full implementation. Should the pilot prove to be unsuccessful, Transit reserves the right to negotiate with the next highest scored vendor or cancel the procurement in its entirety. Upon successful completion of the pilot installation, Transit intends to move forward with full implementation.

#### 1.1 CURRENT ENVIRONMENT AND FLEET COMPOSITION

Intercity Transit currently utilizes a Verint DVR system to manage a network of cameras and audio needs.

All existing cameras are analog. The initial installation includes replacing the forward facing camera on each coach and paratransit vehicle with a High Definition Digital (HD) camera. As our analog cameras fail, Transit intends to replace with digital cameras and future builds will also utilize digital cameras. The total number of cameras in each vehicle is not expected to change.

**Coaches:**

Year	Make	Length	Quantity	Number of Cameras
2010	Gillig Low-Floor Hybrid	40'	6	10
2012	Gillig Low-Floor Hybrid	40'	7	10
2014	Gillig Low-Floor Hybrid	40'	10	10
2007	Gillig Low-Floor	40'	5	10
2004	Gillig Low-Floor	35'	8	9
2005	Gillig Low-Floor	35'	13	9
2007	Gillig Low-Floor	35'	10	9
2005	Gillig Low-Floor	29'	4	8
2007	Gillig Low-Floor	29'	8	8

**Paratransit (Dial A Lift):**

Year	Make	Quantity	Number of Cameras
2008	Eldorado	5	6
2009	Eldorado	2	6
2011	Eldorado	18	6
2012	Eldorado	10	6

Transit is in the process of purchasing five (5) new paratransit vehicles. These vehicles will be factory pre-wired to support digital cameras.

**2. SPECIFICATIONS**

The following specifications are intended to describe a solution that will best meet the needs of Transit. Proposers are contact the Procurement Coordinator with questions.

**2.1 NEW DIGITAL VIDEO RECORDER GENERAL SYSTEM REQUIREMENTS**

The minimum system requirements for the DVR shall include:

- a) The ability to continually record video using the already installed cameras and audio recording equipment.
- b) The support of a minimum of 12 cameras in any combination of analog and digital capability.
- c) The support of at least 2 microphone inputs.
- d) The support of at least 4 auxiliary inputs.
- e) The ability to download video through our existing wireless access point system that provides coverage throughout our parking area and maintenance garage. The system consists of multiple Cisco 2602 E access points with a wireless controller. The system supports 802.11 A, B, G, and N. The wireless system has the ability to support up to 8 SSIDs each with their own VLAN. The new camera system will be assigned its own VLAN and SSID. Wi-Fi connectivity shall be minimally secured with WPA2 and AES encryption. Transit would prefer that the system be able to support 802.11 AC at some future point - this can be a future add-on to the system.
- f) The ability to utilize wireless access points by 1) reuse the existing Compex units, 2) replace the existing Compex units and antennas with a newer unit, 3) replace the



Complex unit with a newer unit that utilizes the same antenna. The current system utilizes Compex WP54 wireless access points in Client Mode. Each bus DVR utilizes the Compex WAP as a network interface to communicate with the servers running the Verint application.

- g) A means for interfacing with the BNC connectors on existing analog cameras and POE Cat 6 cables found on new digital camera technology.
- h) A programmable embedded or otherwise non-corruptible operating system. The programmable parameters shall not be subject to corruption by environmental factors, powering down, power failure, transient power fluctuations, power surges or other irregularities. The parameters shall be capable of being stored for a minimum of five years without power. Power down at a user selectable time after switched power is removed. If unable to power down automatically, the unit shall tolerate having power removed suddenly with no negative effect on the DVR, system hardware, operating system, stored data/video/audio, or on the system's ability to function normally once power is restored.
- i) Automatic restart capabilities once full power is restored if the operating system stops or stalls during startup due to some power irregularity.
- j) Internal shock and vibration isolation systems that allow recording while the unit is subjected to the vibration and impacts that occur in a moving transit vehicle. The unit is to be designed specifically for use in mobile applications such as transit.
- k) The ability to accurately record shall not be affected by dirt, moisture, solvents, detergents, oil and other environmental contaminants. The on-board system shall operate in humidity ranges between 0% and 95%.
- l) The ability to store and operate in temperature ranges between 0F and 150F. The unit must be designed to operate reliably in the face of temperature fluctuations.
- m) The ability to capture high quality images and sound in a digital format. The images and sound shall be stored on a high capacity hard disk drive for review and playback at central viewing stations or through on-board connection to a laptop computer. Proposals shall describe in detail how the proposed system captures and stores images and sound and the benefits and tradeoffs of the proposed format. .
- n) The ability to remove the hard disk drive provided with the DVR. The hard disk drive shall be housed in a rugged enclosure that locks to the recording unit. The DVR housing and hard drive shall be designed with guides or other measures to ensure drives cannot be installed incorrectly that could potentially cause damage. It is preferred that the individual hard drive units are not proprietary and can be replaced with drives that are equal in quality and performance.
- o) The ability to automatically connect the hard drive, when inserted, and synchronize to the DVR operating system with no additional formatting required.
- p) A common key shall be used for all of the DVRs. Twenty-five (25) copies of this key shall be provided.
- q) Be designed to restrict access, prevent alteration of images and prevent tampering with the unit.
- r) An external connection to off load data and run set-up diagnostics via a laptop computer. If the connection point is not easily accessible due to its mounting location, the connection shall be made via a permanently mounted extension cable. Any additional pieces or brackets required for connection shall be included in the proposed pricing.

## **2.2 RECORDING METHOD AND CAPACITY OF THE DVR**

Minimum recording and capacity of the DVR shall include:

- a) A user programmable frame rate from four frames per second to thirty frames per second for each video channel.
- b) The capability of recording video at a rate of 30 frames per second per camera with all cameras operating simultaneously. DVR must have a minimum of 4 GB of data storage. Coaches and paratransit vehicles will be equipped with the same DVR for commonality.
- c) The capability of recording data from all cameras while they are operating at different frame rates.
- d) The ability to auto purge video after a user configurable amount of time. This is to ensure that no more than 200 hours of video will be recorded regardless of the available space left on the hard drive. In the event that the hard drive fills up, the oldest video stored shall be automatically overwritten so that video is recorded on a continuous basis.
- e) The ability to record a minimum of 200 hours of video with the front road facing 720 P camera set at full resolution at 30 FPS, and the remaining cameras (D1 Resolution) recording at 6 FPS. Video compression shall be used to store the video.
- f) The ability to not overwrite video that is tagged until after the tag is removed. Tags shall be removed by download of the video.
- g) The ability for audio to be accurately synchronized with video.
- h) No loss of recorded video if the DVR unit is restarted or rebooted for any reason.
- i) Programmable options for the rate at which images are recorded and stored. Transit shall store images from designated cameras at a high rate in order to always have a quality, recorded image. Other cameras may record at a high rate and store at a reduced rate.
- j) User selectable video compression levels.
- k) Smooth playback of video regardless of frame rate.
- l) An internal clock to time and date stamp recorded video that operates independently of the main power supply. Powering down or sudden removal of power shall have no negative effects on the DVR unit's ability to continue accurate time and date stamping of recorded video.
- m) The ability to capture basic vehicle data that shall be fully synchronized with the video. Basic vehicle data is speedometer (speed), brake activation, blinker activation, G force, and hazard light activation.

## **2.3 ON-BOARD ELECTRICAL AND CAMERA CONNECTION REQUIREMENTS**

Minimum electrical connection requirements shall include:

- a) The ability to be protected to withstand low voltage, high voltage and electrical spikes resulting from jump-starting. The DVRs shall be designed to protect itself and maintain its integrity in the case of voltage spikes or voltage system failures such as can occur in automotive and transit applications. The equipment shall be capable of "self-reset" in the event of one of these conditions.
- b) The ability to accept nominal voltage: 12-24 volts DC nominal (auto or transit battery).
- c) Protection from corruption of data when power dips below 9VDC.

- d) Protection from damage by very high peak voltage (twenty (20) times nominal voltage) of short duration (up to ten (10) milliseconds).

## **2.4 INSTALLATION PROVISIONS**

Minimum installation requirements shall include:

- a) On-site installation guidance and systems training in properly installing and operating the system.
- b) On-site installation assistance of the DVR and specified cameras on no less than six coaches and no less than six paratransit vehicles.
- c) On-site technicians who have either successfully completed the manufacturer's training course(s) for this type of work or have successfully completed such a training program offered by an authorized distributor of the equipment and software.
- d) Installation of equipment and wiring in a manner that avoids damage to both the newly installed and existing wiring and equipment. Connections shall be made with mechanical connectors specifically designed for heavy-duty automotive applications. All wiring and connectors shall be installed in strict adherence to standard communications installation practices and to federal, state or local applicable codes. Being fully responsible for correcting any defective installation and repairing any damage caused by the installation of wiring or cabling by the Contractor, at no additional cost to Transit.
- e) Providing ready access to on-call technical support which includes a 24 hour period call back, excluding weekends and government holidays, from a person able to address the technical concern.

## **2.5 TRAINING PROVISIONS**

Minimum training expectations shall include:

- a) Training thirty one (31) maintenance staff to properly maintain the mechanics of the system.
- b) On-site refresher training for Maintenance staff approximately six months following final installation.
- c) On-site basic training for fourteen (14) operations staff to access video.
- d) On-site advance (train the trainer) training for three (3) operations staff that would cover trouble shooting the system and advanced settings/features.
- e) On-call support for operations staff throughout system life.
- f) On-site technical support training for two (2) information systems staff, server and back end system support.

## **2.6 INTERCITY TRANSIT RESPONSIBILITIES**

Intercity Transit will be responsible for performing the following tasks:

- a) Installation and programming of units upon successful completion of contractor supplied training.
- b) Final approval of the placement and method of installation of all equipment and materials required.
- c) Installation of all equipment on the remaining coaches and paratransit vehicles and new vehicle builds.

## **2.7 QUALITY ASSURANCE PROVISIONS**

All materials and equipment provided under this contract shall be new, unused, free of defects and of current manufacture. Prototype or discontinued models are not acceptable. All software shall be the most current, stable version available for the proposed equipment.

The Contractor shall not omit any unit, component, or part or detail to make the units service ready, even though such part or detail may not mentioned in the solicitation. In absence of a specification, the Contractor shall adhere to its manufacturing standards.

Equipment, materials and installation must adhere to the requirements of the latest revisions of the National Electrical Code (NEC) and Underwriter's Laboratories Inc. (UL). The equipment and materials shall be developed in adherence to relevant standards of the Society of Automotive Engineers (SAE) and Electronic Industry Association (EIA). The Quality Management System for the proposed digital video recording system and its component parts shall be ISO9001 certified. In case of conflict between the requirements of the scope and specifications, and those listed documents, the requirements of the listed documents shall prevail.

## **2.8 PLACEMENT AND MOUNTING OF EQUIPMENT**

The proposed equipment shall include appropriate mounting brackets and wiring harnesses for installation in the vehicles' existing electronics housing units.

## **2.9 VIDEO TAGGING**

The driver shall be able to tag events with a simple push of a button or switch.

The DVR system installed in each vehicle shall integrate with the on-board Orbital system so that triggering of the Orbital overt or covert microphone shall tag the hard drive.

Activation of this tagging feature shall mark the video for a period of time before and after the event. The time parameters shall be user programmable and shall allow marking for up to twenty (20) minutes before an event and up to thirty (30) minutes after.

## **2.10 VIEWING METHOD**

Recorded video shall be viewed by 1) removing the hard drive and viewing the contents of the hard drive at a central viewing station or 2) wirelessly through Transit's access point system. Software shall be supplied to set up ten viewing stations. In the event that a download is partially completed and bus moves out of range, the system shall resume the download when the bus comes in range again.

Transit requires that the existing Operations department PC workstations and laptops be used for these purposes. If there is a compelling reason why the existing Operations PC workstations or laptops cannot be used, the proposer shall explain the reasons, the system requirements and pricing for each in their proposal.

Cellular connection is not a feature that will be activated at this time, although the system shall have the ability to pull video from a mobile data router if Transit desires to activate this feature at a later date.

## **2.11 VIEWING AND ADMINISTRATION SOFTWARE**

Minimum viewing and administration software shall include:

- a) The ability to set up multiple user accounts and shall provide the ability to configure each user account with specific privileges for the use of the software.
- b) The option to include, at a minimum, date, time, DVR or hard drive electronic serial number, vehicle identification number and camera source on the stored and printed images.
- c) The ability to clearly show chain of custody of video.
- d) The ability to provide the video in a securely encrypted package viewable on PC computers.
- e) The user to configure download criteria into the supplied software.
- f) The ability to analyze and review of video and audio recordings and allow download of recordings to Transit's designated server.
- g) The ability to have central viewing station equipment and laptop computers with the same essential functions needed for viewing and managing video.

Transit staff shall be able to perform the following functions:

- a) Search and retrieve video based on a specific date and specific time.
- b) Playback previously recorded video at user-selectable speed.
- c) Step forward or back in increments of one frame during playback.
- d) Skip to the beginning or end of the selected video recording.
- e) Maximize the size of the selected image to the largest image window.
- f) View the video during playback.
- g) Display one or multiple video viewing windows.
- h) Use of all tools for the selected viewing window.
- i) Zoom in and out on the selected image.
- j) Sharpen or smooth an image to enhance the image.
- k) Restore an image back to its pre-enhanced state.
- l) Change the brightness and contrast of an image.
- m) Preview an image before printing.
- n) Save an image in a variety of standard graphic formats.
- o) Synchronize all recorded audio with the associated video files
- p) Save an entire video clip, portion of a clip, or selected image.
- q) Be allowed to save recorded images and audio to server, CD, DVD or any other digital media.

Desirable (not mandatory) viewing functions include:

- Ability to pull video from vehicles within a geo fence.
- Ability to gain remote access into DVR via Wi-Fi at any location using a portable work station.

## **2.12 DIAGNOSTIC CAPABILITIES**

Minimum diagnostic capabilities shall include:

- a) The ability to autonomously email a systems health check at least once per day, when in range of the wireless access points.
- b) A diagnostic program that provides information about the operating condition of the DVR, cameras and audio recording device.
- c) The ability to be accessed by laptop computer. Two (2) laptops shall be used for diagnostics. Transit requires that the software be loaded on the two laptops currently in use for other Transit Maintenance diagnostics. If there is a compelling reason why the existing laptops cannot be used, the proposer shall explain the reasons, the system requirements for the laptops and pricing in their proposal. If additional laptops are required, two Dell brand laptops must be supplied with the diagnostic program preloaded.
- d) The ability for Transit staff to be able to reset each DVR's programmable parameters using the diagnostic software.
- e) The diagnostic program shall include the capability of live viewing through the vehicle's cameras and the capability to adjust the programmable features of the cameras. This shall include configuring different frame rates for each camera and adjusting the cameras.

## **2.13 SYSTEM STATUS DISPLAY**

Minimum status display shall include:

- a) A self-test upon power up.
- b) A system status display visible to the operator. The display shall not obstruct visibility or distract the operator's attention. It shall provide information about the status of the system, at minimum whether the recording system is functional or not. Proposals shall explain how the system status displays operate and describe status display options.
- c) The ability to be located in a position that does not interfere with the operation of the vehicle. Transit will need to approve the final location of the display.

## **2.14 DATA INTEGRITY AND AUTHENTICATION OF IMAGERY**

Minimum system requirements for data integrity and authentication of images shall ensure:

- a) Data transferred from a device or system shall not be purged or recorded over until a successful transfer is confirmed.
- b) Features to confirm to system administrators that there have been no losses of data at any point in the system and that there have been no unauthorized changes to or destruction of data.
- c) Features to prevent unauthorized association of a user identity with user specific activities.
- d) Viewing, search and enhancement usage do not alter the original recorded data.
- e) The DVR includes an embedded means to authenticate and validate images, recordings and data integrity so that the recorded audio and video shall be legally defensible in prosecuting offenders and settling legal claims.

## **2.15 SYSTEM UPGRADES**

Minimum system upgrades shall ensure:

- a) The DVRS operating system is the current, most stable version of the operating system for the equipment and components proposed.
- b) The Software contains version control numbers and features shall be included to identify the software version on each device.
- c) The DVRS is capable of expansion and/or upgrade as a means of extending the system life expectancy.
- d) Critical upgrades to the DVRS operating system or any component of the system, required for the successful operation of the system, are made at no cost to Transit.
- e) All DVR software and firmware are upgradeable without having to remove the DVR unit from its host vehicle.
- f) The DVR software is compatible with a commercial Antivirus application, and compatible with all known Microsoft security patches older than 6 months old. The awarded Contractor MUST keep this software current throughout the maintenance contract period, and periodically update the program as necessary to remain compliant for at least 5 years.

## **2.16 SOFTWARE LICENSES**

Software licenses shall include any per unit costs, the terms and conditions of use and any upgrade costs. These costs shall be included in pricing offered.

## **2.17 WARRANTY**

The selected Contractor will provide at a minimum, a three (3) year warranty for the system that includes all equipment, parts and service, as well as all critical software updates and any related hardware updates as necessary for continued proper operation of the system.

The warranty period does not begin until the units have been accepted by Intercity Transit.

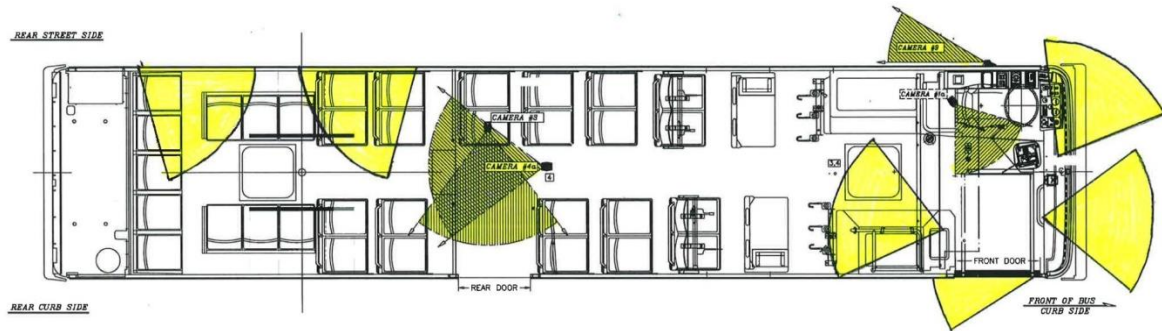
## **2.18 CAMERA EXPECTATIONS**

Minimum camera expectations shall include:

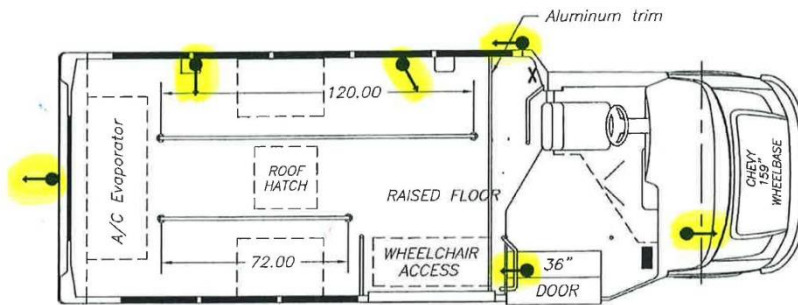
- a) The ability to connect to the existing analog cameras, with the exception of the forward road facing camera. The forward road facing camera is going to be replaced with a high definition digital camera and installed according to Section 4, Installation Provisions.
- b) The ability to maximize image quality and be adjustable through the range of lighting conditions including extremely low light and nighttime operation. Transit's vehicles operate from early in the morning until late at night on urban and rural routes.
- c) The ability to record images in color. All cameras shall have the ability to provide clear images in low light settings with infrared (IR) technology, or equal. IR is not to be utilized in the new digital forward street facing camera as the camera will be facing out a window. IR is not required for exterior cameras. Under all operating conditions and applications, the camera images shall be of sufficient quality to distinguish facial features, apparel details and activity. Still and video images obtained from the system must be of sufficient quality to support prosecution of offenders and resolution of legal claims.
- d) A minimum resolution of 320X240 pixels for the standard camera. The resolution shall be user adjustable to allow higher resolution for selected cameras.
- e) The ability to record 720p in high definition and have the ability to record up to 30 frames per second for the digital forward facing camera.

- f) The ability to adjust focal length, angle and movement of each camera lens shall be selected to maximize viewable area and image quality for each camera.
- g) Providing power to the cameras through the recorder.
- h) Cameras mounted within tamper resistant housing.
- i) Appropriate water tight, ruggedized, housings and mount to minimize potential water leaks for the exterior cameras.
- j) The ability to be synchronized by the recorder.
- k) The ability to deactivate any microphone integrated with the proposed camera.
- l) The ability to provide coverage to the existing interior and exterior camera layout, as noted in the diagram below:

**Coach:**



**Paratransit:**





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**PART III - REQUIRED SUBMITTALS**

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**PROPOSAL SUBMITTAL FORM  
PROJECT 1617 - MOBILE DIGITAL VIDEO SYSTEM**

**1. Required Submittals**

In order to comply with this Request for Proposals, the Proposer must submit the following items as part of their proposal. The proposer may, however, include additional explanation, product information, certifications or other written information if the proposer believes it will support their proposal.

- Cover Letter
- Compliance with Specifications
- Pricing Information
- Proposal Submittal and Acknowledgement Form
- References
- Company Information
- Non-Collusion Affidavit

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**2. Cover Letter**

Submit a cover letter introducing the company for Project 1617, “Mobile Digital Video System” for Intercity Transit. An individual capable of committing the resources of the proposing firm must sign the letter.

**3. Compliance with Specifications**

Submit documentation that clearly articulates the products proposed meets or exceeds the scope and specifications provided herein. Appropriate documentation may include product literature, company history, independent quality reviews, photos, testimonials, or any other information that supports the products proposed. Proprietary or confidential information offered in any specific example should not be included as to protect the client.

Explain why Transit can be assured that your firm will provide timely delivery and quality products.

Provide a brief description of the products proposed, including the longevity of the hard drive components, camera components, and supporting electronics. Describe how these products could be installed within the space proposed on the coaches and paratransit vehicles.

Describe replacement and warranty commitments and process for all products offered.

Confirm your proposed solution complies with Part II, Scope and Specifications.

Part II, Scope and Specifications, Section #:	Complies with Minimum Requirements		Proposed solution or explanation. Reference additional supporting information as needed.
	Yes	No	
2.1, General System Requirements			

2.2, Recording Method and Capacity <i>Propose how the system accomplishes this specification and explain how many different ways the system can trigger and store an enhanced frame rate.</i>			
2.3, On-Board Electrical and Camera Connection Requirements			
2.4, Installation Provisions			
2.5, Training Provisions			
2.6, Intercity Transit Responsibilities			
2.7, Quality Assurance Provisions <i>Provide copies of certifications with proposal that indicate the equipment has met testing standards for use in transit.</i>			
2.8, Placement and Mounting of Equipment			
2.9, Video Tagging			
2.10, Viewing Method <i>Propose a solution if the existing workstations cannot be used.</i>			
2.11, Viewing and Administration Software <i>Propose options for viewing, encrypted or not, Macintosh or Apple devices. Propose how third parties, such as police, will view the video outside of Transit.</i>			
2.12, Diagnostic Capabilities <i>Propose a solution if the existing laptops cannot be used.</i>			
2.13, Systems Status Display <i>Propose the operation of the display and describe the display options.</i>			
2.14, Data Integrity and Authentication of Imagery			
2.15, System Upgrades			
2.16, Software Licenses <i>Propose software licenses required for the purchase and operation of any part of the proposed DVRS.</i>			
2.17, Warranty <i>Propose and explain the coverage provided by the warranty, including response method and plan for provision of parts and labor. Include in the proposal how Transit will be reimbursed if Transit is required to complete authorized warranty work.</i>			
2.18, Camera Expectations			

**4. Evaluated Price Structure**

Transit is seeking a firm fixed price agreement.

The proposed pricing shall include everything necessary to provide the products. The rates shall include all delivery charges (FOB Destination), all premiums on bonds, labor, insurance, material costs, patent royalties, and all other overhead charges of every kind and nature.

Proposers shall offer the following price structure for evaluation purposes only. Evaluated cost is determined by the Total Evaluated Price. Award will be based on the following price structure. Failure to submit all of requested the pricing information shall render the proposal non-responsive.

<b>Item</b>	<b>Item Description</b>	<b>Estimated Term Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
1	Digital Video Recorder (DVR) as specified.	106		
2	High definition digital camera, forward road facing as specified	106		
3	Appropriate cable to connect forward road facing camera to DVR	106		
4	Appropriate cable to DVR to digital cameras that will replace analog cameras in the future.	Price per linier foot		
5	Standard interior digital cameras, as specified.	1,000		
6	Standard exterior digital cameras, as specified.	35		
7	Proposed training at the Transit facility in Olympia, WA, assisting technicians with installations and providing system user training. Proposed price to include all anticipated travel expenses (hotel, meals, rentals, airfare, and incidentals).	LS	LS	
8	System software for work stations, including all necessary licenses, to operate the DVR system. System software required for server application.	LS		
9	Technical support and maintenance plan, as defined in the specifications, throughout the term of the contract.	Annual		
10	Minimum three (3) year warranty, as specified, for hardware, including of hard drives.	LS	LS	

		Sub Total:	
		Sales Tax	8.8%
		Evaluated Total:	

The quantities noted above are based on initial implementation needs and potential replacements and growth over the next five years. Orders will be placed on as needed bases. Intercity Transit does not guarantee any minimum orders.

Pricing for proposed accessories or other camera options is to be submitted with the proposal on a separate page. These proposed items will not be evaluated although Transit may choose to purchase these items during the term of the contract.

**5. Proposal submittal and Acknowledgement**

Having carefully examined all requirements and terms and conditions identified in this Request for Proposals document (including all addenda), the undersigned agrees to perform all work necessary to provide mobile video solutions for Intercity Transit Project 1617. This work shall be accomplished for consideration of the following amount inclusive of and any and all charges including, but not limited to equipment, materials, and delivery.

I/We hereby acknowledge receipt of addenda numbers \_\_\_\_ through \_\_\_\_

We propose to perform the work under the terms and conditions contained herein for the prices set forth herein.

\_\_\_\_\_  
 Authorized Signature of Proposer                      Date

\_\_\_\_\_  
 Written Name

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Email                                                              Phone

**6. References**

Provide three references in which similar work was performed in the last two years. Transit reserves the right contact any firm, referenced or not, to verify if firm is responsible.

<b>Reference 1</b>	
Company: Point of Contact:	Phone Number: Email:
Model of DVR ordered:	
Value of contract:	
Number of years DVR has been operating:	
Camera model ordered:	
<b>Reference 2</b>	
Company: Point of Contact:	Phone Number: Email:
Model of DVR ordered:	
Value of contract:	
Number of years DVR has been operating:	
Camera model ordered:	
<b>Reference 3</b>	
Company: Point of Contact:	Phone Number: Email:
Model of DVR ordered:	
Value of contract:	
Number of years DVR has been operating:	
Camera model ordered:	

**7. Company Information**

Company Name	Address
Proposal Representative	
Phone Number (     )	UBI No.:
Email Address:	Federal Tax Identification Number:

Successful proposer will be required to provide a primary point of contact for contractual matters, customer service contact information, phone numbers to call to request service, contacts for invoice concerns, and any other pertinent company information. Such information will be incorporated into the contract.

**8. OPTIONAL SURVEY**

Intercity Transit is seeking input regarding how our procurements are advertised. We would appreciate knowing how you received notice of this procurement. Please check the box that best describes how you received notice:

WEBS <input type="checkbox"/>	Olympian <input type="checkbox"/>	DJC <input type="checkbox"/>	Intercity Website <input type="checkbox"/>	OMWBE <input type="checkbox"/>	Other:
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Your participation on this survey is optional and does not impact the evaluation of this procurement. Thank you!



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**PART IV - SAMPLE CONTRACT**

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THIS CONTRACT is made and entered into in duplicate upon execution of this contract between Intercity Transit, a Washington Municipal Corporation, hereinafter "Transit", and \_\_\_\_\_ hereinafter called the "Contractor."

WHEREAS, Transit desires to have certain services and/or tasks performed as hereinafter set forth requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient Transit resources are not available to provide such services; and

WHEREAS, Contractor represents that Contractor is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, Transit and Contractor agree as follows:

**1. SCOPE OF WORK AND CONTRACT DOCUMENTS**

- A. Contractor shall perform such services and accomplish such tasks, including the furnishing of all materials, equipment, software and hardware ("the Products") necessary for full performance of **Project 1617 - Mobile Digital Video System**, as identified and designated as Contractor responsibilities throughout this Contract and as detailed in the Exhibits attached hereto and incorporated herein.

RFP - Project 1617, Released [DATE]	Attached hereto as Exhibit #
Addenda (if applicable)	Attached hereto as Exhibit #
Price Sheet	Attached hereto as Exhibit #
Contractor's Response to RFP 1617	Attached hereto as Exhibit #

- B. In case of any inconsistency between the Response to Request for Proposals and the Scope of work and Specifications, the latter shall control.

**2. DURATION OF AGREEMENT**

Transit intends to award one contract for the services described in this document for an initial order period of one year to outfit the existing fleet. Subsequent orders or maintenance agreements will be placed on as needed bases for an additional five (5) years. Two (2) one year extensions may be granted following the five (5) year term. Total contract term may not exceed seven (7) years, unless unforeseen circumstances arise.

**3. COMPENSATION AND METHOD OF PAYMENT**

- A. Transit shall authorize payment to Contractor based upon unit prices identified in Exhibit #, Price Sheet.
- B. Contractor shall submit to Transit on forms approved by Transit, an invoice for goods delivered and accepted by Transit. Payment for stated goods will be made to



Contractor within 30 calendar days following Transit's receipt of each accurate and complete invoice.

**4. DELIVERY, LOSS OR DAMAGE**

Products are to be delivered FOB Destination. The contractor shall be responsible for all damage to products prior to accepted delivery by Intercity Transit.

**5. ALL-INCLUSIVE COSTS**

Contractor's warrants that all prices include all equipment, materials, labor, and other charges necessary for the services required. Contractor assumes full responsibility for any additional costs not included in the original proposal.

**6. CONTRACTOR COMMITMENTS**

Any written commitment by Contractor within the scope of this Agreement shall be binding upon Contractor.

**7. CHANGES**

Either party may request changes in the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made a part of this Agreement.

All Transit authorized additions, deletions, or changes made shall be paid upon final acceptance by Transit, with the final sale price being adjusted accordingly.

Transit is to be notified of changes to contact personnel, phone numbers, emails, or any other company information.

**8. TREATMENT OF ASSETS**

Title to all property furnished by Transit shall remain in the name of Transit and Transit shall become the owner of the work product and other documents, if any, prepared by Contractor pursuant to this Agreement, unless otherwise expressly provided herein.

All drawings, specifications, and copies thereof furnished by the Purchaser are the property of the Purchaser. They are not to be used on other work, either wholly or in part.

**9. ASSIGNMENT**

Contractor shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of Transit, and it is further agreed that said consent must be sought in writing by Contractor not less than thirty (30) days prior to the date of any proposed assignment. Transit reserves the right to reject without cause any such assignment.

## 10. INSURANCE

Insurance requirements - The Contractor shall obtain and maintain the minimum insurance set forth below. By requiring such minimum insurance, Transit shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

1. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
2. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile, including owned, non-owned and hired vehicles.
3. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance (Stop Gap) with limits not less than \$1,000,000 per occurrence. If Transit authorizes sublet work, the Contractor shall require each Subcontractor to provide Workers' Compensation Insurance for its employees, unless the Contractor covers such employees.

Additional Requirements - Contractor shall provide to Transit Certificates of Insurance and copies of policies, if requested, prior to commencement of work. Such insurance shall be provided on forms and by insurance companies satisfactory to Transit.

All policies of insurance described above shall:

1. Must contain an endorsement specifically naming Transit, and its officers, officials, agents, and employees, as Additional Insureds.
2. Be on a primary basis and not contributory with any other insurance coverages and/or self-insurance carried by Transit.
3. Include a Waiver of Subrogation clause.
4. Include a Severability of Interest clause (cross liability).
5. Not be non-renewed, cancelled, or materially changed or altered unless thirty days prior written notice is provided to Transit.

No provision in this paragraph shall be construed to limit the liability of the Contractor for work not done in accordance with the Contract, or express or implied warranties. The Contractor's liability for the work shall extend as far as the appropriate periods of limitation provided by law.

Professional liability insurance coverage with limits of not less than \$2,000,000 per claim/annual aggregate throughout the duration of this Agreement and for a period of two years thereafter.

Worker's compensation - The Contractor and its subcontractors shall maintain worker's compensation insurance in the amount and type required by law for all employees employed under this Contract who may come within the protection of worker's compensation laws.

The Contractor shall make all payments arising from the performance of this Contract due the State Washington pursuant to Titles 50 and 51 RCW.

Evidences and cancellation of insurance - Prior to execution of the Contract, the Contractor shall file with Transit evidences of insurance from the insurer(s) certifying to the coverage of all insurance required herein. All evidences of insurance must be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, the expiration date, and that the insurer(s) shall give, by registered mail, notice to Transit at least 30 days prior to the effective date of any cancellation, lapse, or material change in the policy. Any failure to mail such notice shall not relieve the insurance company, its agents, or representatives from obligations and/or liability hereunder.

The Contractor shall, upon demand of Transit, deliver to Transit all such policy or policies of insurance and the receipts for payment of premiums thereon; and should the Contractor neglect so to obtain and maintain in force any such insurance or deliver such policy or action plan to acquire such insurance and/or deliver policies and receipts within three days or before any further performance hereunder, whichever is first. Failure to provide such insurance in a timeframe acceptable to Transit shall enable Transit to suspend or terminate the Contractor's work. Suspension or termination of this Contract shall not relieve the Contractor from its insurance obligations hereunder.

#### **11. FORCE MAJEURE**

Definition: Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences.

Notification: If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this contract.

Rights Reserved: Transit reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against Transit.

#### **12. HOLD HARMLESS AND INDEMNIFICATION**

Contractor shall defend, protect, indemnify and hold harmless Transit and its officers, employees and agents from and against any and all claims, suits, actions, damages, and liability whatsoever, arising out of bodily injury to persons or damage to property or arising out of the contractual services, which Transit may incur by reason of any act, omission or default on the part of Contractor, whether negligent or otherwise; provided, however, that if such liability is caused by or results from the concurrent negligence of

Transit, its officers, employees and/or agents, and Contractor or Contractor's employees and agents, this provision shall be valid and enforceable only to the extent of Contractor's negligence; and provided further, that nothing herein shall require Contractor to hold harmless or defend Transit, its officers, employees and agents, from any claims arising from the sole negligence of Transit, its officers, employees and/or agents.

The obligation to defend includes the payment of all reasonable attorney's fees and costs of Transit's defense of any claim, suit or action within the scope of this Section. Contractor specifically waives any immunity it may have under Title 51 RCW for purposes of any claim, suit or action by Transit under this Section. Contractor and Transit have mutually negotiated this waiver.

### **13. LIENS, CLAIMS AND ENCUMBRANCES**

Contractor certified that all materials, equipment, or services purchased by Transit shall be free of all liens, claims, or encumbrances of any kind and if Transit requests, a formal release of same shall be provided.

### **14. INDEPENDENT CONTRACTOR RELATIONSHIP**

- A. The parties intend that an independent relationship between Contractor and Transit will be created by this Agreement. Transit is interested primarily in the results to be achieved; subject to the provisions herein, the implementation of which will lie solely with the discretion of Contractor. No agent, employee, servant or representative of the Contractor shall be deemed to be an employee, agent, servant or representative of Transit for any purpose, and the employees of the Contractor are not entitled to any of the benefits Transit provides to its employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.
- B. In the performance of the services herein contemplated, the Contractor is independent with the authority to control and direct the performance of the details of the work; however, the results of the work contemplated herein must meet the approval of Transit and shall be subject to Transit's general rights of inspection and review to secure the satisfactory completion thereof.

### **15. NON-EXCLUSIVE PROVIDER**

Transit reserves the right to obtain services or supplies not specifically covered by this contract from other providers as deemed in the best interest of Transit.

### **16. WARRANTIES**

Contractor warrants that all materials, equipment, or services provided under this contract shall be fit for the purpose(s) for which intended, for merchantability, and shall conform to the requirements and specifications herein. Acceptance of any service and inspection incidental thereto by Transit shall not alter or affect the obligations of the Contractor or the rights of Transit.

### **17. TERMINATION**

- A. Termination for Convenience. Transit may terminate the Agreement, in whole or in part, when it is in the best interest of Transit, by not less than ten days written notice

to Contractor. Transit shall be liable only for payment in accordance with the terms of the Agreement for goods or services rendered prior to the effective date of termination. If Contractor has any property in its possession belonging to Transit, Contractor will account for the same, and dispose of it in the manner Transit directs.

- B. Termination for Breach or Default. If Contractor fails to comply with any contract provision and fails to correct the noncompliance within five days written notice thereof, Transit may terminate the Agreement for default. Termination shall be effected by Transit serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. Contractor will only be paid the Agreement price for goods delivered and accepted or services performed in accordance with the manner of performance set forth in the Agreement.
- C. Opportunity to Cure. Transit in its sole discretion may, in the case of a termination for breach or default, allow Contractor a short period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

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

- D. Remedies. If breach or default occurs, Transit may do one or more of the following:
  - 1. Exercise any remedy provided by law.
  - 2. Terminate this contract and any related contracts or portions thereof.
  - 3. Impose liquidated damages.
  - 4. Suspend Contractor from receiving future procurement opportunities.
- E. Waiver of Remedies for any Breach. In the event that Transit elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Agreement, such waiver by Transit shall not limit Transit's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

## **18. MAINTENANCE AND INSPECTION OF RECORDS**

Contractor shall retain books, records, documents which sufficiently and properly reflect all direct and indirect costs related to the performance of this contract and shall undertake such accounting procedures and practices as may be deemed necessary to assure proper accounting of all funds paid pursuant to this contract. These records shall be subject at all reasonable times to inspection, review, or audit, by Transit, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this contract.

The Contractor shall retain all books, records, documents and other material relevant to this contract for 5 years after Transit's final payment and all other pending matters are

closed. The Contractor agrees that Transit or its designee shall, for the purpose of audit and examination, have full access and right to examine all work, materials, payrolls, and other data and records with regard to the project at all reasonable times during said period.

#### **19. COMPLIANCE WITH LAWS**

Contractor, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of equipment, and licensing of individuals, tax liability.

Contractor agrees to indemnify and defend Transit against any loss, cost, liability or damage caused by Contractor's violation of this section.

#### **20. POLITICAL ACTIVITY PROHIBITED**

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

#### **21. PATENTS, TRADEMARKS AND COPYRIGHTS**

If notified promptly in writing of any action brought against Transit based on a claim that the equipment sold under this Sales and Installation Contract infringes a United States patent or trademark, Contractor will defend, or cause the manufacturer to defend, such action at its expense and will indemnify Transit against all costs and expenses incurred and damages awarded in any such action, provided that Contractor shall have sole control of the defense of any such action all negotiations for its settlement or compromise. In the event that a final injunction shall be obtained against Transit's use of any equipment sold hereunder by reason of infringement of a United States patent or trademark, Contractor, at its option and at its expense, either will procure for Transit the right to continue using the equipment, to modify the same so that it becomes non infringing without loss of any functions, or grant Transit a credit for such equipment as reasonably depreciated and accept its return.

Contractor shall not have any liability to Transit under any provision of this paragraph if any patent or trademark infringement, or claim thereof, is based upon the use of the equipment in combination with machines or devices not sold by Contractor, or in a manner for which the equipment was not designed. This paragraph states the entire liability of Contractor with respect to infringement of patents or trademarks by the equipment sold hereunder or any part thereof or by the use of such equipment.

#### **22. NONDISCRIMINATION**

A. Transit is an equal opportunity employer.

B. Nondiscrimination in Employment. In the performance of this Agreement Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the

particular work involved. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and programs for training including apprenticeships. Contractor shall take such action with respect to this Agreement as may be required to ensure full compliance with Chapter 49.60 Revised Code of Washington, Law Against Discrimination.

- C. Nondiscrimination in Services. Contractor will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
- D. Nondiscrimination in Sub-Contracting. If any assignment and/or subcontracting has been authorized by Transit, said assignment or subcontract shall include appropriate safeguards against discrimination. Contractor shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein, and further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

### **23. KICKBACKS AND GRATUITIES**

- A. Gratuities: It shall be a breach of ethical standards for any person to offer, give or agree to give any Transit Authority member, officer, employee, agent or former Authority member, officer, employee, or agent or for any Authority member, officer, employee, agent or former Authority member, officer, employee or agent to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal thereafter.
- B. Kickbacks: It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a sub under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

### **24. PROHIBITED INTEREST**

No Authority member, officer or employee of Transit shall have any interest, direct or indirect, in this Agreement or any resulting proceeds.

**25. WAIVER**

Waiver of any breach of any term or condition of the Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of the Agreement shall be held to be waived, modified or deleted except by an instrument in writing signed by the parties hereto.

**26. SEVERABILITY**

- A. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is held by the court of the United States to be illegal, , the validity of the remaining provision shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provisions of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as they may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

**27. JURISDICTION**

This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

**28. DISPUTES**

Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

**29. ATTORNEYS FEES AND COSTS**

If any legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and costs incurred in such action or proceeding.

**30. NOTICE**

Notice provided for in this Agreement shall be sent by mail to the addresses designated for the parties listed on the last page of this agreement or via email to the primary point of contact noted herein.



**31. REPRESENTATIVES**

<b>Contractor:</b>	<b>Intercity Transit</b>
<b>Primary Point of Contact:</b>	<b>Primary Point of Contact:</b>
Phone Number:	Phone Number:
Email:	Email:
<b>Secondary Contact:</b>	<b>Secondary Contact:</b>
Phone Number:	Phone Number:
Email:	Email:

Contractor Billing Information:

Contact: Phone: Email:  
Billing Address:

**32. ENTIRE CONTRACT**

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first hereinabove written.

INTERCITY TRANSIT  
526 Pattison, SE  
Olympia, WA 98501

CONTRACTOR NAME  
Address  
City, State, Zip

*Sample Contract – Not Executable*  
By: Ann Freeman-Manzanares  
Its: General Manager

*Sample Contract – Not Executable*  
By: Authorized Representative  
Its: Title

**33. EXHIBITS**

- Exhibit A - Request for Proposal Document
- Exhibit B - Applicable RFP Amendments (remove if none)
- Exhibit C - Proposers Response
- Exhibit D - Price Sheet