



RFP P29-2009  
New Farebox System  
Niagara Falls Transit

**Request for Proposal (RFP) Closing:**

Proposals are to be submitted in a sealed envelope (supplied by the respondent) with the respondent's Company name and RFP P19-2009 clearly stated on the envelope and submitted to the Front Reception, Municipal Services Section, Attention: Supply and Services, 3200 Stanley Avenue, Niagara Falls, Ontario **no later than 2:00 pm, September 25, 2009**. Proposals received later than the stated date and time will be returned to the proponent unopened.

**Questions:**

Questions regarding this RFP must be submitted in writing to the Manager of Supply and Services, City of Niagara Falls, no later than **2:00 p.m. September 15, 2009** in order for the City to prepare an addendum (if any). Questions received later than the stated date and time will not be acknowledged nor answered.

**Addendums and Written Communications**

The City will not be responsible for any verbal (spoken) information from any City staff or from any consultant firms retained by the City, or from any other person or persons who may have an interest in this RFP. Adjustments or changes to this RFP prior to the closing date and time stated herein will only be by written addendum(s) only and said addendum(s) will be issued by the Supply and Services Section of the City of Niagara Falls. Addendums will be posted on the City's Bid Opportunities Web Site: [www.niagarafalls.ca/bids](http://www.niagarafalls.ca/bids). It is the bidder's sole responsibility to check this Web Site often to inform themselves of any posted Addendum. The City makes no promise nor guarantee that addendums will be delivered by any means to any bidder. By submitting a proposal in response to this RFP, the bidder acknowledges and agrees that addendums shall only be posted on the City's Web Site and it is the sole responsibility of the bidder to check this Web Site for said addendums. **Proposals received without the first page (signature page) of any and all addendums issued will be rejected.**

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**P29-2009**  
**New Farebox System**  
**Niagara Falls Transit**

## **Section 1.0 Introduction and Overview**

### **(i). Definitions**

Throughout this RFP, unless inconsistent with the subject matter or context:

"Agreement" and "Contract" means the RFP as issued by the City, the bidder's proposal submission to the City, the City's Form of Contract, and all drawings, appendices and all other documents and data of any type appended and affixed to these documents for the performance of the Work as described in this RFP. Agreement and Contract for purposes of this RFP have the same meaning.

"City" "City of Niagara Falls" and "Owner" means The Corporation of the City of Niagara Falls.

"Council" means City of Niagara Falls Council.

"Contractor" or "Preferred or Successful Proponent" means the Proponent whose Proposal, as determined by the City through the evaluation analysis described in the RFP, provides the best overall value in meeting the requirements of this RFP, and with whom an Agreement will be considered.

"Fee" shall have the same meaning as that term defined in the Section: Cost Proposal Requirements of Section 4: Proposal Submission Requirements.

"Transit" means the Niagara Falls Transit, a division of the City of Niagara Falls. Where the term "City" or "City of Niagara Falls" is mentioned throughout this RFP, it will be deemed to include the Corporation of The city of Niagara Falls including the Niagara Falls Transit.

"Project" means the description of the work as stated in Section 1.3: Project Description and Scope of Work

"Proponent" means a legal entity, being a person, partnership or firm that submits a Proposal in response to this RFP.

"Proposal" means a bid submitted by a Proponent in response to this RFP, which includes all of the documentation necessary to satisfy the submission requirements of this RFP.

"RFP" means this Request for Proposal document in its entirety, inclusive of all Schedules and Appendices and any Addenda that may be issued by the City of Niagara Falls.

"Services" means, unless otherwise defined in context of the RFP, all services and deliverables to be provided by a Successful Proponent as described in this RFP.

"Solution" means a set of deliverables and services meeting the Project's requirements, as set out in this RFP.

"Work" means the total requirement for all services and deliverables as described in this RFP.

## **1.0 INTRODUCTION**

### **1.1 Intent of the Request For Proposal (RFP)**

The Corporation of the City of Niagara Falls on behalf of its transit division, Niagara Falls Transit, is seeking to procure a new farebox system in accordance with the requirements included within this RFP. The intent of this RFP is to seek proposals from proponents who will be responsible for the design, supply, delivery, installation training and oversight, operational and maintenance training, upfront and on-going technical and function support of the solution, and for the provision of all other related services specified in this RFP. This will include working with the city's staff throughout the process including knowledge transfer on all aspects of the project.

### **1.2 Design**

The City is open to suggestions and design options that are different than those stated in the specifications of this document. Proponents are urged to be creative, and to offer alternative suggestions and price options. Alternative suggestions must also conform to the proposal format specified in this document.

If multiple solutions are proposed by the same Proponent, the Proponent **MUST** give a detailed explanation of::

- a) why they are proposing multiple solutions;
- b) similarities between the various solutions;
- c) differences between the various solutions;
- d) advantages of each solution in comparison to the other(s);
- e) disadvantages of each solution in comparison to the other(s).

If alternative solutions are proposed, the alternative solutions are to be submitted as separate proposal submissions, and will be evaluated individually.

### **1.3 Scope and Purpose**

The Successful Proponent will be required to:

- a) Design and test a new, complete and functional farebox system;
- b) Supply and provide installation training and installation oversight of fareboxes for the Niagara Falls Transit Bus Fleet;
- c) Supply and Install Vault and Garage Equipment;
- d) Provide Necessary Training to All Niagara Falls Transit staff;
- e) Provide project documentation at appropriate stages; and
- f) Provide warranty and support services.

The above components, including all project deliverables and milestones, are specified in detail in the Requirements Compliance Matrix: Sub-Title: Farebox System Technical Specifications - Schedule D

## 2.0 SUBMISSION OF PROPOSALS AND INQUIRIES

### 2.1 Date and Time of RFP Closing

The RFP closing date and time is: **September 25, 2009 at 2:00 p.m.**

### 2.2 Delivery of Proposals

a) Proponents are to deliver their proposal submissions to:

The Municipal Service Centre

**Front Reception**

3200 Stanley Avenue

Niagara Falls, ON L2E 6S4

Attention: Supply and Services

b) Proponents are required to submit six (6) **identical sets** of their proposal – One (1) original marked as "Original" and Five (5) Copies Marked "Copy". Proposals shall be submitted in a sealed envelope which is to be plainly marked "**Proposal # P29-2009 New Farebox System Niagara Falls Transit**" and shall be clearly labeled as to their contents, and must state closing date and have the Proponent's company name and address stated. Proposals must be submitted on 8 ½ X 11 inch white paper pages, single sided and may be bound by staple or other means. The contents of the Proposal must be per the instructions provided herein. Proposals delivered by fax, E-mail or any other means will not be accepted. Proponents must not include extraneous promotional and marketing brochures and related materials.

c) It is the sole responsibility of the Proponent to ensure that its proposal is received at the specific physical location indicated, by the stipulated time. Proposals delivered after the stipulated time will not be accepted and shall be returned to the Proponent unopened. Proposals delivered to any other location will not be accepted nor forwarded to the specific location stated above. Delays caused by any delivery service (including Canada Post or any courier) shall not be grounds for any extension of the stipulated date and time for closing.

### 2.3 Inquiries

a) Proponents must direct questions or seek additional information in writing only to The Manager of Supply and Services, City of Niagara Falls, at the above address (Section 2.2 a) or by E-mail to [rmiller@niagarafalls.ca](mailto:rmiller@niagarafalls.ca) or by fax to fax number 905-356-1774 prior to 2:00 p.m. local time, September 15, 2009. Questions delivered after this date and time will not be acknowledged nor answered.

b) At the sole discretion of the City, answers will be provided by to all Proponents by way of written addendum(s), without naming the source of the inquiry. The City will assume no responsibility for oral instruction or suggestion or correspondence through any City Staff nor from anyone having an interest in this RFP. It is the responsibility of the Proponent to seek clarification of any matter that they consider unclear before submitting a proposal. Addendums will be posted **only** on the City's Bid Opportunities Web Page: [www.niagarafalls.ca/bids](http://www.niagarafalls.ca/bids) Proposals submitted to the City without all Addendums (as issued) attached will be rejected.

c) Refer also to Section 6 Instructions to Bidders, **Item: 6.8 Addendums and Written Communications.**

### 3.0 EVALUATION OF PROPOSALS

#### 3.1 Evaluation Committee

The Evaluation Committee will review the submitted proposals and shall issue a report to the Council for the City of Niagara Falls recommending a selected proponent (if any). Proponents may be notified for meeting(s) with the Evaluation Committee to clarify information contained in the Proponent's proposal submission. Meetings with the Evaluation Committee (if granted) will not be an opportunity for any Proponent to correct, adjust or amplify their proposal submission.

#### 3.2 Evaluation Criterial

Proposals will be evaluated on the following criteria

#	Criteria Details	Percentage
1	Completeness of Proponent's Proposal	10
2	Compliant with or exceeds Specifications	50
3	Proponent References (Schedule C - Reference Form)	5
4	Qualifications of Key Members of Proponent's Team	5
5	Experience on Similar Projects of the Same Size and Scope	10
6	Pricing: Percentage of Fees (Total Costs) shall be on a simple mathematical formula with lowest priced submission achieving the maximum percentage points and next lowest being a percentage of the amount of the lowest price submission, etc.	20
	Total Percentage	100

<b>Each Stated Percentage Point Segment (except for fees) is defined as:</b>		5 %	10%	50%
None	Required information not provided in proposal submission	0	0	0
Poor	Sketchy information only, partial evaluative content	1	2	10
Fair	General information only, lacking full evaluative content	2	4	20
Minimum	Useful information meeting minimum expectations	3	6	30
Meets full Expectations	All information provided and meets expectations and requirements of the criteria with full descriptive content	4	8	40
Excellent	Exceeds expected requirements - outstanding	5	10	50

#### 4.0 FORMAT OF SUBMITTED PROPOSALS

4.1 The proposal shall be submitted in a sealed envelope and shall contain:

a) **"A" Technical Proposal**

Technical Proposals must conform to, and be subdivided into, the following sections:

- Section 1 Signed "Declaration Form - Schedule A
- Section 2 Executive Summary of the Proposed Solution
- Section 3 Company Profile
- Section 4 Project Team
- Section 5 Completed Reference Forms - Schedule C
- Section 6 Completed Requirements Compliance Matrix - Schedule D
- Section 7 Detailed Explanation of the Proposed Solution
- Section 8 Implementation Plan
- Section 9 Training Plan
- Section 10 Maintenance and Support Plan
- Section 11 System Expandability
- Section 12 Sample Maintenance / Support Agreements
- Section 13 Generic Solution Documentation

b) **"B" Proposal Costs**

A completed copy of the Pricing Form - Schedule B shall be submitted under the heading "Proposal Costs".

4.2 Technical Proposal Specifics

- a) With the exception of any Financial Statement requirements, the information provided shall be specific to this RFP and the proposal shall NOT contain generic documentation.
- b) Evaluations will be based upon information provided solely in the Proponents's proposal submission
- c) **Fixed Cost Only.** The costs for all details provided in all sections of the proposal shall be considered to be included in the proposed project cost and must be for the complete project with no other costs, expenditures, per diem allowances, overhead, nor any other costs accepted. The City will not approve of or pay for any additional costs whatsoever. The fixed cost as stated in Appendix B Pricing Form must not include any escalation or any other form of additional costs. **Proposals that have such escalation or other costs other than the Fixed Cost will be rejected.**
- d) The sections must be clearly subdivided within the proposal, in the order as noted.
- e) The required sections in detail are as follows.

**Section 1 Signed "Declaration Form"**

The Proponent must complete and sign the Declaration Form - Schedule A and include it in Section "1" of the Proponent's proposal submission.

**Section 2 Executive Summary of the Proposed Solution**

This section shall contain an executive summary of the solution, which shall not be longer than one page.

**Section 3 Company Profile**

Briefly describes the benefits of selecting your company, including the following:

- a) Full Legal name of the firm and Head Office with address and phone number
- b) Canadian or Regional office address and telephone number
- c) Name of authorizing official
- d) The names and titles of principals to be contacted for further information
- e) Phone numbers, fax numbers and e-mail addresses
- f) Brief history of the company including number of years in business
- g) Description of the organizational structure of the company
- h) Financial information (annual audited reports) for past 2 years

**Section 4 Project Team**

Describes the project team including relevant practical experience of each team member. Includes the following:

- a) Name of principal contact that will manage the project;
- b) Identification of all key personnel that are being proposed for the engagement, including, at a minimum: Project Manager(s), Engineering Lead(s), Installation Lead(s) and Subcontractor(s). For all personnel, the following information shall be included:
  - 1) Resumes, including descriptions of the various types of projects they traditionally handle, any skill sets required for or that may be an asset;
  - 2) Designation and description of their proposed role for the project;
- c) Names and addresses of all nominated Subcontractor(s) that the Proponent proposes to use for the work and/or services contemplated by this RFP and on whose quotations for pricing, optional and alternative, the Proponent's proposal has been based.

Note: No change shall be made to the list of nominated Subcontractor(s) after the closing of the RFP, unless the written approval of the City is first obtained.

**Section 5 Completed Proponent Reference Forms**

Using the Reference Form - Schedule C, provide a minimum of four (4) customer references, preferably in Ontario, that use a system similar to the one put forward in the proposal, preferably in facilities of comparable size and function. Proponents must provide a description of how each of their proposals has been successfully implemented in various situations that are very similar to City of Niagara Falls's requirements. The evaluation of your proposal will look at your solutions in similar situations. Each reference to include:

- a) Brief description of the scope of work undertaken and system installed
- b) Contact names and telephone numbers
- c) Date(s) of implementation



### Section 6 Completed Requirements Compliance Matrix

This section shall contain the fully completed Requirements Compliance Matrix - Schedule D

The Proponent must respond to all tabular items using one of the response codes listed below:

Response Code	Definition
F (Full)	Requirement is fully met and included in Proposal.
P (Partial)	Requirement is partially met or modified, and included in Proposal. Elaborate as to reason for partial compliance. State if an alternative(s) could be provided. Describe in detail.
N (None)	Requirement cannot be met and is not included in the Proposal. Explain fully as to reason for non-compliance. State if an alternative(s) could be provided. Describe in detail.

The Response Code must be entered in the "Compliance" column of the Technical Specifications Section of the RFP.

Comments are to be stated in the table (Comments Column) to support the Proposal as appropriate. In all cases, the Proponent must disclose all work that must be completed by the City with respect to the requirement. The Proponent must respond in the box provided next to each Item. Expand the response box as needed.

### Section 7 Detailed Explanation of the Proposed Solution

This section shall contain a detailed explanation of the solution and how it meets the needs of the City of Niagara Falls. Detail all pertinent technical, functional and model information. Use of drawings and diagrams where applicable to aid in the explanation is recommended. Proponents must provide a detailed technical and functional information on the product's smart card capabilities, as well as any other innovative features.

### Section 8 Implementation Plan

This section shall contain the Proponent's detailed plan to fully implement the proposed system. The plan must include the following:

- a) **Project Time Line** – Proposed and detailed project time line including the tasks, duration of each, preliminary target timeframes (including design of solution, supply of equipment, installation of such and training of the City staff), and implementation options.
- b) **Responsibilities** – The anticipated responsibilities of both the Proponent, City General Contractor and the City staff as required for the completion of the project. Please be as specific as possible with regard to the number of Proponent staff, the number of City staff, time commitments, milestones, etc.

**Section 9 Training Plan**

This section shall contain the Proponent's training plan for the City of Niagara Falls in accordance with Section 7 of the Requirements Compliance Matrix: - Farebox System Technical Specifications.

The following information must be included.

- a) Who will provide the training?
- b) What is the experience of the trainer?
- c) Where will the training be delivered?
- d) How will the training be delivered?
- e) What are the training objectives?
- f) Who will be trained?
- g) Is there a limit to the number of staff who can attend the training sessions?
- h) How many training sessions are included?
- i) What materials are included with the training?
- j) What other resources are available to the customer (e.g. on-line customer support, hot line)?

**Section 10 Maintenance and Support**

The City expects that the Proponent will supply functional support and technical expertise for selected solution for the next five (5) years in accordance with Section 8 of the Requirements Compliance Matrix - Farebox System Technical Specifications. This support will be at the option of the City of Niagara Falls. This section shall include details about all aspects of the maintenance requirements that are inherent with this type of installation. This section shall include:

- a) A description of the basic warranty period and terms for the system(s)
- b) A description of services available, including repairs, PM's and upgrades, together with any responsibilities expected of the City.
- c) Locations of support staff and parts.
- d) Response times.
- e) Customer support centre / on-line support.
- f) Details of any other maintenance or support services offered which may be of interest or benefit to the City. (e.g. possible trade-ins or upgrade of models in the future).
- g) Identify any aspects of these services, which are sub-contracted.

**Section 11 System Expandability**

This section shall contain an explanation of how the proposed system will continue to meet the City's needs as its requirements grow as well as the anticipated useful life of the proposed design. Specifically, a discussion of Smart Card expandability is requested from the Proponent, as well as any other expanded functionality.

**Section 12 Sample Warranty / Support Agreements**

This section shall contain sample warranty, maintenance/support agreement(s) offered by the Proponent for the proposed solution.

**Section 13 Generic Solution Documentation**

This is the section where generic documentation shall be included (technical brochures, etc.).

**IMPORTANT:** This RFP shall not be evaluated by weight or bulk of materials. Extraneous promotional materials may be discarded by the City's Evaluation Committee.

**ADDITIONAL SUBMISSION REQUIREMENTS:****Bonding Requirements**

## a) Agreement to Bond:

The bidder must submit an Agreement to Bond Form per Appendix "B" to cover the provision for a 50% Performance Bond and a 50% Labour and Materials Payment Bond.

The Agreement to Bond Form must be signed by an authorized official of the bonding company.

**Proposals received that do not include the Agreement to Bond form will be rejected.**

## b) Submission of Bonds by the Successful Bidder:

Upon notification by the City's legal section of award of the project to the successful bidder, the said bidder must within 10 calendar days of notification, submit to the legal section a Performance Bond which complies with the requirements of the for 50% of the contract price. The said performance bond shall include maintenance of the work for a period of one year from the date of completion thereof. **and** a Labour and Material Payment Bond which complies with the requirements of the General Conditions of the Contract for 50% of the contract price. The said bond shall be in effect for a period of one year from the date of completion thereof.

**Insurance, WSIB, and Contractor Safety Program Requirements**

The successful bidder must submit to the City's legal section , within 10 calendar days of notification from the legal section, the two Insurance Certificates per Appendices A 1 and A2 and all insurance documentation and requirements per Section 6.62 Insurance Documentation and all Workplace Safety and Insurance Board requirements and all Contractor Safety Program Requirements as stated herein.

## **Section 5.0 Term of Contract, Negotiations, and Agreement of Proponents**

The successful Proponent will be required to enter into a contract as referenced herein with the City.

The award of any Agreement will be at the absolute discretion of the City. The selection of a recommended Proponent will not oblige the City to negotiate or execute an Agreement with that recommended Proponent.

Any award of an Agreement resulting from this RFP will be in accordance with the bylaws, policies and procedures of the City.

The City shall have the right to negotiate on such matter(s) as it chooses with the Preferred Proponent without obligation to communicate, negotiate or review similar modifications with other Proponents. The City shall incur no liability to any other Proponent as a result of such negotiation or alternative arrangements.

During negotiations, the scope of the services may be refined, issues may be prioritized, responsibilities among the Proponent, all staff and sub-contractors provided by it and the City may be settled and the issues concerning implementation may be clarified.

The Agreement form shall be the City of Niagara Falls Standard Consulting Agreement and shall contain terms and conditions in the interests of the City, including the Agreement Terms and Conditions as contained in this RFP. The Agreement will incorporate as schedules or appendices such parts of the RFP (including addenda) and the Proposal submitted in response thereto as are relevant to the provision of the goods and/or services.

If the Agreement cannot be negotiated within (30) thirty business days of notification to the Preferred Proponent, the City may, at its sole discretion, terminate negotiations with that Proponent and negotiate an Agreement with another Proponent or abort the RFP process and not enter into any Agreement with any of the Proponents.

The process commenced by this RFP may be cancelled at any time by the City and the City shall not be responsible for any loss, damages or expenses incurred by the Proponents.

Nothing in this document or the RFP process is intended to create a binding agreement between the City and any Proponent. This RFP process and any further steps are expressly subject to the approval and direction of the Council of the City, as required.

Except as expressly and specifically permitted in these instructions, no Proponent shall have any claim for any compensation of any kind whatsoever as a result of participating in this RFP, and by submitting a proposal each Proponent shall be deemed to have agreed that it has no claim.

## Section 6.0 Instructions to Bidders

### 6.1 Proponent's Responsibility

It shall be the responsibility of each Proponent:

- a) to examine all the components of this RFP, including all schedules,, appendices, forms and addenda;
- b) to acquire a clear and comprehensive knowledge of the required services before submitting a Proposal;
- c) to become familiar, and (if it becomes a Successful Proponent) comply, with all of the City's Policies.

The failure of any Proponent to receive or examine any document, form, addendum, Agreement, policy shall not relieve the Proponent of any obligation with respect to its Proposal or any Agreement entered into Contract on the Proponent's Proposal.

### 6.2 Questions Regarding the Proposal

Questions regarding this Proposal must be submitted in writing to Raymond Miller, Manager of Supply and Services, City of Niagara Falls, no later than 2:00 p.m. September 15, 2009 in order for the City to prepare an addendum (if any).

Questions received later than the stated date and time will not be acknowledged nor answered. Questions may be submitted by E-mail to: [rmiller@niagarafalls.ca](mailto:rmiller@niagarafalls.ca). If E-mail questions are submitted, it is the responsibility of the proponent to ensure their question(s) were received by the City of Niagara Falls.

No City representative, whether an official, agent or employee, other than the identified "Project Contact" is authorized to speak for the City with respect to this RFP, and any Proponent who uses any information, clarification or interpretation from any other representative does so entirely at the Proponent's own risk.

The City will not be bound by any representation made by an unauthorized person, but any attempt by a Proponent to bypass the RFP process may be grounds for rejection of its Proposal.

### 6.3 Amendment of Proposal

The City reserves the right to amend and supplement this RFP, providing any additional information in the form of an addendum to all document takers.

### 6.4 Prime Proponent

A joint Proposal by a consortium of two or more Proponents having no formal corporate links may be submitted, but one person or company must be shown as the Prime Proponent and be prepared to represent the consortium to the City by executing the Agreement, acting as the primary contact, and taking overall responsibility for performance of the Agreement. Where a proposal is made by a Prime Proponent with associate firms working with or under the Prime Proponent in either a sub-contracting or consortium relationship, it is required that those associate firms be named in the Proposal.

### **6.5 Change in Project Work Team**

The Corporation reserves the right to approve changes in the Bidder's Project Work Team after receipt of its proposal and during the course of the project.

### **6.6 Contract Agreement**

The successful consultant will be required to enter into a Contract Agreement with the City of Niagara Falls.

### **6.7 Rights of the City**

a) The City reserves the right, in its absolute discretion to accept Proposals which are deemed to be most advantageous to itself and the right to reject any or all Proposals in each case without giving any notice. All Proposals received will not necessarily be accepted. In no event will the City be responsible for the costs of the preparation or the submission of a Proposal from any Proponent.

b) Proposals which contain conditions or otherwise fail to conform to the Instructions to Proponents may be disqualified or rejected. The City may, however, in its sole discretion, reject or retain for its consideration Proposals, which are non-conforming because they do not contain the content or form required by this proposal document or for failure to comply with the process for submission set out in this proposal document.

c) Except as expressly and specifically permitted in the Instructions to Proponents, no proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in this proposal, and by submitting a proposal each proponent shall be deemed to have agreed that it has no claim.

d) The City also reserves the right to: modify specific details and deadlines, cancel this request for proposal at any time prior to or following the stated proposal closing time, consider consultants who have not responded to this proposal, request additional information if deemed necessary by the City and to take any steps whatsoever the City deems necessary to select a successful consultant for the project stated herein.

### **6.8 Addenda and Written Communications**

The City will not be responsible for any verbal (spoken) information from any City staff or from any consultant firms retained by the City, or from any other person or persons who may have an interest in this RFP. Adjustments or changes to this RFP prior to the closing date and time stated herein will only be by written addendum(s) only and said addendum(s) will be issued by the Supply and Services Section of the City of Niagara Falls. Addendums will be posted on the City's Bid Opportunities Web Site: [www.niagarafalls.ca/bids](http://www.niagarafalls.ca/bids). It is the bidder's sole responsibility to check this Web Site often to inform themselves of any posted Addendum. The City makes no promise nor guarantee that addendums will be delivered by any means to any bidder. By submitting a proposal in response to this RFP, the bidder acknowledges and agrees that addendums shall only be posted on the City's Web Site and it is the sole responsibility of the bidder to check this Web Site for said addendums. **Proposals received without the first page (signature page) of any and all addendums issued will be rejected.**

### **6.9 Irrevocability of Proposal**

As of the closing date and time stated herein, proposals received by the City shall be irrevocable for a period of not less than ninety (90) days and the proponent's proposal submission will not be returned to the bidder nor in any way open for modification by the bidder.

### **6.10 Incurred Costs**

The City will not be liable for, nor reimburse, any potential Proponent or Proponent, as the case may be, for costs incurred in the preparation, submission or presentation of any Proposal, for interviews or any other activity that may be requested as part of the evaluation process or the process for the negotiation or execution of an Agreement with the City, as the case may be. The rejection or non-acceptance of any or all Proposals shall not render the City liable for any costs or damages to any firm that submits a Proposal.

### **6.11 Withdrawal of Proposal**

a) Bidders shall be permitted to withdraw their proposal after the proposal has been delivered to the Supply and Services Section at any time up to the official closing time by submitting a written request from the bidder to the Manager of Supply and Services, prior to the date and time specified for the proposal closing.

b) The Owner reserve the right to withdraw, at its discretion, this proposal request at any time and shall not be liable for any expense, cost, loss or damage incurred or suffered by any bidder as a result of such withdrawal.

### **6.12 Post-Submission Adjustments and Withdrawal of Proposals**

No unilateral adjustments by Proponents to submitted Proposals will be permitted.

A Proponent may withdraw its Proposal prior to the Deadline any time by notifying the City's Supply and Services Section, in writing. A Proponent who has withdrawn a Proposal may submit a new Proposal, but only in accordance with the terms of this RFP.

After the Deadline each submitted Proposal shall be irrevocable and binding on Proponents for a period of 90 days. If the City makes a request to a Proponent for clarification of its Proposal, the Proponent will provide a written response accordingly, which shall then form part of the Proposal.

### **6.13 No Collusion**

No Proponent may discuss or communicate about, directly or indirectly, the preparation or content of its Proposal with any other Proponent or the agent or representative of any other Proponent or prospective Proponent. If the City discovers there has been a breach at any time, the City reserves the right to disqualify the Proposal or terminate any ensuing Agreement.

### **6.14 Prohibition against Gratuities**

No Proponent and no employee, agent or representative of the Proponent, may offer or give any gratuity in the form of entertainment, participation in social events, gifts or otherwise to any elected or appointed officer, director, agent or employee of the City in connection with or arising from this RFP, whether for the purpose of securing an Agreement or seeking favourable treatment in respect to the award or amendment of the Agreement or influencing the performance of the Agreement, including without restriction enforcement of performance standards, or expressing appreciation, or providing compensation, for the award of an Agreement or for performance of the City's obligations there under or for conferring favours or being lenient, or in any other manner whatsoever.

If the City determines that this article has been breached by or with respect to a Proponent, the City may exclude its Proposal from consideration, or if an Agreement has already been entered into, the City may terminate it without incurring any liability.

### **6.15 Acceptance of Proposals**

The City shall not be obliged to accept any Proposal in response to this RFP.

The City may, without incurring any liability or cost to any Proponent:

- a) Accept or reject any or all Proposal(s) at any time;
- b) Waive immaterial defects and minor irregularities in any Proposals;
- c) Modify and/or cancel this RFP prior to accepting any Proposal;
- d) Award a contract in whole or in part.

The City is relying on the experience and expertise of the Proponent. The City reserves the right to disqualify any Proponent who has given, in the sole opinion of the City, inaccurate, incomplete, false or misleading information.

### **6.16 Verification**

The City reserves the right to verify with any Proponent or with any other person any information provided in its Proposal but shall be under no obligation to receive further information. If, in the opinion of the City, any Proponent has clearly misinterpreted the services or underestimated the hours or value of the services to be performed as reflected in its Proposal content and submitted price/fees, or all or any or any combination of them, then the City may reject its Proposal as unbalanced (i.e., not representative of the scope of the services).

### **6.17 Conflicts of Interest**

In its Proposal, the Proponent must disclose to the City any potential conflict of interest that might compromise the performance of the Work. If such a conflict of interest does exist, the City may, at its discretion, refuse to consider the Proposal.

The Proponent must also disclose whether it is aware of any City employee, elected or appointed officer or official or member of a City agency, or commission thereof having a financial interest in the Proponent and the nature of that interest. If such an interest exists or arises during the evaluation process or the negotiation of the Agreement, the City may, at its discretion, refuse to consider the Proposal or withhold the awarding of any Agreement to the Proponent until the matter is resolved to the City's sole satisfaction.

If, during the Proposal evaluation process or the negotiation of the Agreement, another City giving rise to a potential conflict of interest retains the Proponent, then the Proponent will so inform the City. If the City requests, then the Proponent will refuse the new assignment or will take such steps as are necessary to remove the conflict of interest concerned.

Undertaking the Work of this contract, and/or undertaking any sub-contract work associated with this contract, will preclude any person or firm named in the response to this proposal from participating in any way in the employ of or as a consultant for any company or contractor who will be submitting a proposal for work as described herein as it is considered by the City as a conflict of interest.

Should the Proponent determine that there might be a conflict of interest with any of its ongoing work, the submission shall include a list of any such projects with which the proponent is currently involved. For these projects, outline the nature of the work, the names of the City's, and the major stakeholders.

Proponents must declare in their submissions all conflicts of interest or any situation that may be reasonably perceived as a conflict of interest that exists now or may exist in the future. The City reserves the right to disqualify a proponent in the event of a conflict, real or perceived.



### **6.18 Ownership and Confidentiality of City Provided Data**

All correspondence, documentation and information provided by the City including the Niagara Falls Transit to any Proponent or prospective Proponent in connection with, or arising out of this RFP, the Services or the acceptance of any Proposal:

- a) is and shall remain the property of the City
- b) must be treated by Proponents and prospective Proponents as confidential;
- c) must not be used for any purpose other than for replying to this RFP, and for fulfilment of any related subsequent Agreement.

### **6.19 Ownership and Disclosure of Proposal Documentation**

The documentation comprising any Proposal submitted in response to this RFP, along with all correspondence, documentation and information provided to the City by any Proponent in connection with, or arising out of this RFP, once received by the City:

- a) shall become the property of the City and may be appended to the Agreement with the Successful Proponent;
- b) shall become subject to the Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA"), and may be released, pursuant to that Act.

Because of MFIPPA, prospective Proponents are advised to identify in their Proposal material any scientific, technical, commercial, proprietary or similar confidential information, the disclosure of which could cause them injury.

Proposals submitted to the City will be made available to members of City Council, City staff, on a confidential basis and information regarding the said proposals may be released to members of the public pursuant to MFIPPA.

### **6.20 Ownership of Specifications, Documents and Drawings submitted to the City**

All specifications, documents, reports, drawings, digital images and any other information or data as prepared by the successful Proponent in response to this RFP, whether in draft or final format, prepared on behalf of the City for work and services described in this RFP, shall become the sole and unfettered property of the City

### **6.21 Intellectual Property Rights**

Each Proponent warrants that the information contained in its Proposal does not infringe any intellectual property right of any third party and agrees to indemnify and save harmless the City, its staff, elected and appointed officials and officers against all claims, actions, suits and proceedings, including all costs incurred by the City brought by any person in respect of the infringement or alleged infringement of any patent, copyright, trademark, or other intellectual property right in connection with their Proposal.

## **6.22 Failure or Default of Proponent**

If the Proponent, for any reason, fails or defaults in respect of any matter or thing which is an obligation of the Proponent under the terms of the RFP, the City may disqualify the Proponent from the RFP and/or from competing for future tenders or RFPs issued by the City for a period of one year. In addition, the City may at its option either:

- a) Consider that the Proponent has withdrawn any offer made, or abandoned the Agreement if the offer has been accepted, whereupon the acceptance, if any, of the City shall be null and void; or
- b) Require the Proponent to pay the City the difference between its Proposal and any other Proposal which the City accepts, if the latter is for a greater amount and, in addition, to pay the City any cost which the City may incur by reason of the Proponent's failure or default, and further the Proponent will indemnify and save harmless the City, its elected and appointed officers and officials, employees and agents from all loss, damage, liability, cost, charge and expense whatever which it, they or any of them may suffer, incur or be put to by reason of such default or failure of the Proponent.

## **6.23 Publicity**

The Proponent and its affiliates, associates, third-party service providers, and subcontractors shall not release for publication any information in connection with this RFP or any Agreement without prior written permission of the City.

## **6.24 Governing Law**

This RFP and any Proposal submitted in response to it and the process contemplated by this RFP including any ensuing Agreement shall be governed by the laws of the Province of Ontario. Any dispute arising out of this RFP or this RFP process will be determined by a court of competent jurisdiction in the Province of Ontario.

## **6.25 Incomplete and Conditional Tender Submissions**

Proposal submissions which are incomplete, conditional, obscure, contain additions not called for, erasures, alterations or irregularities of any kind, including additional terms and conditions, shall be rejected.

## **6.26 Compliance with Laws**

The Successful Proponent will be required to comply with all federal, provincial and municipal laws and regulations in performing any Services including, without limitation, the Occupational Health and Safety Act and the Workplace Safety and Insurance Act, 1997, or any successor legislation, as applicable, and to provide to the City, upon request, periodic reports confirming such compliance.

## **6.27 Non-Exclusivity**

The awarding of an Agreement to a Successful Proponent shall not be a guarantee of exclusivity.

### **6.28 Indemnities**

The Successful Proponent shall indemnify and save harmless the City of Niagara Falls, its elected and appointed officials, officers, employees, and agents from and against any losses, liens, charges, claims, demands, suits, proceedings, recoveries and judgements (including legal fees and costs) arising from or related to the Successful Proponent's performance or non-performance of its obligations, including payment obligations to its approved subcontractors and suppliers and others, and including breach of any confidentiality obligations under this Agreement.

Upon assuming the defence of any action covered under this section the Successful Proponent shall keep the City of Niagara Falls reasonably informed of the status of the matter, and the Successful Proponent shall make no admission of liability or fault on the City of Niagara Falls' part without the City's written permission.

### **6.29 Intellectual Property Indemnity**

The Successful Proponent shall indemnify and save harmless the City of Niagara Falls, its elected and appointed officials, officers, employees, and agents from and against any losses, liens, charges, claims, demands, suits, proceedings, recoveries and judgements (including legal fees and costs) arising from infringement, actual or alleged, by the Proposal, its use or misuse, or by any of the deliverables developed or provided or supplied under or used in connection with the Services (including the provision of the Services themselves), of any Canadian, American or other copyright, moral right, trade-mark, patent, trade secret or other thing with respect to which a right in the nature of intellectual/industrial property exists.

### **6.30 No Assignment**

The Successful Proponent shall not assign any part of the Project which may be awarded to it under the Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld. However, such written consent shall not under any circumstances relieve the Successful Proponent of its liabilities and obligations under this RFP and the Agreement.

### **6.31 Sub-consultants**

The Successful Proponent shall be solely responsible for the payment of every sub-consultant employed, engaged, or retained by it for the purpose of assisting it in the performance of its obligations under the Agreement. The Successful Proponent shall coordinate the services of its sub-consultants in a manner acceptable to the City, and ensure that they comply with all the relevant requirements of the Agreement. The Successful Proponent shall be liable to the City for all costs or damages arising from acts, omissions, negligence or wilful misconduct of its sub-consultants.

### **6.32 Personnel and Performance**

The Successful Proponent shall be responsible for its own staff resources and for the staff resources of any sub-consultants and third-party service providers. Personnel assigned by the Successful Proponent to perform or produce the Services or any part of it may, in the sole discretion of the City, be required to sign non-disclosure Agreement(s) satisfactory to the City before being permitted to perform such services.

### **6.33 Corrections**

The Owner will make all necessary corrections to any proposal which is in error through addition or extensions with the corrected value prevailing.

### **6.34 Restrictions by Bidders and Signature**

The bidder's proposal must not be restricted by a statement added to the RFP or by a covering letter, or by alterations to the RFP as supplied by the Owner unless otherwise provided herein. Adjustments by e-mail, telegram, fax, or letter to a proposal already submitted will not be considered. The bidder's proposal must be signed by an authorized officer of the firm bidding.

### **6.35 Order of Precedence**

In the event of any inconsistency or conflict in the contents of the following documents, such documents shall take precedence and govern in the following descending order:

- The City of Niagara Falls Standard Pro Forma Agreement
- Addendums (if any) as issued.
- The complete Request for RFP.
- Schedules and Appendices referenced and affixed to the RFP.

### **6.36 Warranties and Covenants**

The Successful Proponent represents, warrants and covenants to the City (and acknowledges that the City is relying thereon) that any deliverable resulting from or to be supplied or developed under the Agreement will be in accordance with the Project's functional and technical requirements (as set out in the RFP) and, if applicable, will function or otherwise perform in accordance with such requirements.

### **6.37 Third Party Software**

Where the City is in possession of software containing or constituting confidential proprietary information belonging to third parties, the Successful Proponent shall not, except in the usual incidental manner genuinely necessary for the intended use of such software on the equipment of the City,

- a) analyse, copy, decompile, disassemble, translate, convert, reverse engineer or duplicate any physical embodiment or part thereof, or permit any person to do so; or
- b) divulge to any unauthorized person the ideas, concepts or techniques, or make any other improper use, of such software.

The Successful Proponent shall fully defend, save harmless and indemnify the City from and against any loss or damages suffered by the City as a result of any failure by the Successful Proponent, its officers, directors, partners, contract personnel, agents and employees or any of them to comply with the provisions hereof.

Should the Successful Proponent include third party components within the documents, expertise, design and any other aspect of the proposal submitted to the City, the Successful Proponent must secure the rights to use and repackage third party components and pass on those rights to the City without additional charges.

The City will own all intellectual property rights, including (without limitation) copyright, in and to all deliverables provided by the Successful Proponent and its sub-contractors (if any).

### **6.38 Payment Schedule**

A payment schedule satisfactory to the City shall form part of the Agreement.

No fees or reimbursable expenses shall become payable to the Successful Proponent pursuant to the Agreement other than pursuant to one or more signed schedules.

The Successful Proponent shall submit invoices in such detail as may be required by the City, and the City reserves the right to require further proof or documentation from the Successful Proponent in respect of services performed or expenses incurred by the Successful Proponent and the Successful Proponent shall provide, without delay, such further proof or documentation.

If the City does not approve of the Services which are the subject of the invoice, the City shall advise the Successful Proponent in writing of the reasons for non-approval and the Successful Proponent shall remedy the problem at no additional cost to the City before the City shall be obliged to pay the invoice or any part of it, as the case may be.

The Successful Proponent shall be solely responsible for the payment of all personnel (including without limitation sub-contractors and their respective personnel) made available by it and used for performance of any of the Services.

Payments shall be made net 30 days from date of receipt of invoice, and when the successful contractor is retaining sub-contractors or suppliers.

### **6.39 Termination Provisions**

Upon giving the Successful Proponent not less than 30 days' prior written notice, the City may, at any time and without cause, cancel the Agreement, in whole or in part. In the event of such cancellation, the City shall not incur any liability to the Successful Proponent apart from the payment for the goods, material, articles, equipment, work or services that have been satisfactorily delivered or performed by the Successful Proponent at the time of cancellation.

Failure of the Successful Proponent to perform its obligations under the Agreement shall entitle the City to terminate the Agreement upon ten (10) calendar days' written notice to the Successful Proponent if a breach, which is remediable, is not rectified in that time. In the event of such termination, the City shall not incur any liability to the Successful Proponent apart from the payment for the goods, material, articles, equipment, work or services that have been satisfactorily delivered or performed by the Successful Proponent at the time of termination.

All rights and remedies of the City for any breach of the Successful Proponent's obligations under the Agreement shall be cumulative and not exclusive or mutually exclusive alternatives and may be exercised singularly, jointly or in combination and shall not be deemed to be in exclusion of any other rights or remedies available to the City under the Agreement or otherwise at law.

No delay or omission by the City in exercising any right or remedy shall operate as a waiver of them or of any other right or remedy, and no single or partial exercise of a right or remedy shall preclude any other or further exercise of them or the exercise of any other right or remedy.

Upon termination, all originals and copies of data, plans, specifications, reports, estimates, summaries, photographs, and other documents that have been accumulated and/or prepared by the Successful Proponent in performance of the Agreement shall be delivered to the City in a clean and readable format.

#### **6.40 Ethical Standards**

It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee 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 of 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 therefore.

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 subcontractor under a contract to the Successful Proponent or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

In the event that any gratuities or kickbacks are offered or tendered to any official or employee, the proponent's submission shall be disqualified and shall not be reinstated.

#### **6.41 Examination Of Records**

The proponent agrees that the City or any of their duly authorized representatives shall, until the expiration of three (3) years after the final payment under this agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of the Proponent involving transactions related to this agreement.

#### **6.42 Patents**

The Proponent agrees to defend the City at Proponent's own expense, in all suits, actions or proceedings in which the City is made a defendant for actual or alleged infringement of any Canadian or foreign letters patent resulting from the City's contractual relationship with the proponent and the proponent's use of any/all technologies, methodologies, strategies in providing the services required herein. The Proponent further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceeding against the City. The Proponent agrees to indemnify and hold harmless the City from any and all license, royalty and proprietary fees or costs, including legal costs, which may arise out of the 's contractual relationship with the proponent and the proponent's use of any/all technologies, methodologies, strategies in providing the services required herein. It is expressly agreed by Proponent that these covenants are irrevocable and perpetual.

#### **6.43 Liability for Errors**

While the Owner has used considerable efforts to ensure an accurate representation of information in this Request for Proposal, the information contained in this Request for Proposal is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Owner, nor is it necessarily comprehensive or exhaustive. Nothing in this Request for Proposal is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this Request for Proposal.

#### **6.44 Agreement with Terms**

By submitting a proposal the Proponent agrees to all the terms and conditions of this Request for Proposal. Proponents who have obtained the Request for Proposal any addendums electronically must not alter any portion of these documents. To do so will invalidate the proposal and the proponent's delivered submission will be rejected.

#### **6.45 Modification of Terms and Addendums**

The Owner reserves the right to modify the terms of the Request for Proposal. Any modifications or changes to the proposal will be issued in the form of an addendum and will be posted on the City's Bid Opportunities Web Page for downloading by bidders.

#### **6.46 Use of Request for Proposal**

This document or any portion thereof, may not be used for any purpose other than the submission of proposals.

#### **6.47 Judgement**

The proponent shall identify any judgement, which is outstanding or has been rendered against the proponent or any director of the proponent's company in any civil court in any jurisdiction for damages or other relief in respect to a fraud, theft, deceit, misrepresentation, negligence or similar conduct within the last three years.

#### **6.48 Proposal Submission and Correspondence in English**

Proposal submissions must be prepared in English and proponents must be able to converse and correspond fluently in English directly or through an interpreter supplied by and at the total cost to the proponent.

#### **6.49 Decision by City**

The bidder agrees by submitting a bid in response to this Request for Proposal that the City has no obligation to reveal the results of or reasons for its decision in selecting a successful bidder.

#### **6.50 Confidentiality of Information**

a) Except as noted, all communications between the proponents and the City regarding this RFP shall be treated as confidential, commencing the date of issuance of the RFP to and after the receipt and opening of the RFP submissions. The City, in its sole and unfettered discretion, may at any time reject any RFP submission by a proponent without further consideration and terminate that proponent's right to continue in the RFP process in the event of any breach of confidentiality by the proponent.

b) All information provided to the City from a member of a proponent's company, and/or team in connection with, or arising out of, the RFP process, shall become the sole property of the City.

c) Proponents must treat all information in a highly confidential manner and not use this information for any purpose other than for replying to this RFP and fulfilling any related contract requirements arising from the award of the RFP. Without limiting the generality of the foregoing, proponents who are deemed qualified to submit a proposal in response to a future RFP and/or invited to participate in interviews or any aspect of the RFP process subsequent to submissions, shall keep highly confidential all such developments and participation. All information pertaining to recommendations and information collected and processed for the City is for the sole use of the City in its sole and unfettered discretion.

d) Information communicated by the City to the proponent or by the proponent to the City in the course of responding to this RFP shall not be either divulged or issued by the proponent on any other project or proposal unless prior approval, in writing, is obtained from the City. Any information that is not common knowledge, and may therefore be considered confidential by the City, that is acquired in the course of responding to this RFP, shall not be used or divulged by the proponent unless prior approval, in writing, is obtained from the City.

e) Notwithstanding the foregoing, the obligation of confidentiality shall not pertain to information which, 1) Was at the time of disclosure, or thereafter became, part of the public domain; and 2) Must be disclosed under law or court order, where, in such cases, all reasonable attempts will be made by the proponent to notify the City in advance of doing so. All proposals received including all attachments shall remain the sole property of the City and shall not be returned to the proponent under any circumstance following the stated closing time and date stated herein.

f) All correspondence, documentation and information provided to the City by every proponent in connection with, or arising out of this RFP, and all RFP submissions shall become the property of the City and as a result, such RFP submissions are subject to requests for disclosure under the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56 as amended. Accordingly, proponents are requested to identify any information in their RFP submission that, if disclosed, could cause them injury. The City will make all reasonable efforts to maintain the confidentiality of such information, but the proponents must be aware that the information may become public through requests for information and at all times as the result of the need for transparency and accountability in decisions made by the Owner. The City shall not be liable if any such confidential information becomes public or is otherwise disclosed. Proponents shall not identify their entire RFP submission as "Confidential". The City may treat such a notation on or within an RFP submission as grounds for disqualification.

#### **6.51 Waiver of Rights in RFP Submission and Indemnity**

a) Each proponent acknowledges and agrees that the City is likely to receive, and be required to deal with, multiple RFP submissions, all of which may contain or disclose information considered by their proponents to be of special, unique, secret or proprietary nature, and that such information and the manner in which the City may use it may be entitled or subject to protection under any of Canada's intellectual property laws, the Competition Act, Municipal Freedom of Information and Privacy Protection Act or the common law relating to unfair competition.

b) The City will not accept any RFP submission that is subject to a reservation by the proponent of any such rights, and each RFP Proponent, by virtue of filing an RFP submission pursuant to this RFP, expressly waives any and all protection to which the proponent might otherwise be entitled in respect of that RFP submission under all of the foregoing laws, and expressly releases the City and its staff and its elected and appointed officers and officials, as well as the qualified proponents from any claims, actions, suits and proceedings whatsoever for the infringement of any intellectual property right or for the use of any secret or proprietary information disclosed to the City in that RFP submission.

c) Each proponent shall indemnify and save harmless The Corporation of the City of Niagara Falls and its staff, and its elected and appointed officers and officials against all claims, actions, suits and proceedings brought by any person in respect of the infringement or alleged infringement of any patent, copyright, trademark or industrial design or the use or misuse in connection with their RFP submission, including any and all costs incurred by the City.

#### **6.52 Anti Lobbying Restrictions and Required Disclosure**

a) Proponents, their employees, or anyone involved in preparing their RFP submission must not engage in any form of political or other lobbying whatsoever with respect to this proposal or seek to influence the outcome of the RFP and subsequent procurement process. This anti-lobbying restriction extends to all City staff, its elected and appointed officers and officials and agents of the City.

b) In the event of any such lobbying, the City may reject any RFP submission by that proponent without further consideration and terminate that proponent's right to continue in the RFP and any subsequent procurement process. All correspondence or contact by interested parties with the City must be directly and only with the City contact person identified in this proposal document. It should be duly noted by all proponents that this anti-lobbying



restriction extends from the release date of this RFP through to the date and time when the City formally awards the contract, by purchase order i.e., after the RFP evaluations and award. Any lobbying undertaken during this time frame by any proponent or the proponent's team members, or anyone involved with their RFP submission may result in immediate disqualification from the process. This anti-lobbying restriction is not meant to affect the day-to-day operations of the City, its staff and its elected and appointed officers and officials and agents of the City that may necessarily include contact with potential proponents to this RFP regarding other business.

c) This section shall not be intended to disallow any meetings, interviews or clarifications requested or authorized by the City, its authorized staff, the City's representative or their authorized designates.

### **6.53 Announcement by City**

No announcement concerning information about any proposals received or the awarding of this RFP will be made until a complete report and analysis is prepared by the City of Niagara Falls staff and approved by the Niagara Falls City Council. Any notification of award shall be in accordance with the Municipal Freedom of Information and Protection of Privacy Act R.S.O.1990, c. M.56 as amended.

### **6.54 Notification to Bidders**

Any notice that the Municipality may be required or desired to give to the Bidder shall for all purposes be deemed to have been sufficiently and properly given if posted on the City's Bid Opportunities Web Page: [www.niagarafalls.ca/bids](http://www.niagarafalls.ca/bids) and shall irrefutably be presumed to have been received by the Bidder on the day of the said posting

### **6.55 Adjustments to Proposal Submissions After Closing Date**

No adjustments by any proponents to their Proposal submissions will be permitted after the stated closing date for this Proposal, except as otherwise provided herein.

### **6.56 Litigation with the City**

No proposal submission will be accepted from any proponent or any company or person who has a business relationship with the proponent who has a claim or has instituted a legal proceeding against the City or against whom the City has a claim or has instituted a legal proceeding, without the prior approval of the Council for City of Niagara Falls. This applies whether the legal proceeding is related or unrelated to the subject matter of this Proposal.

### **6.57 Materially False, Incorrect or Misleading Information**

The City, without liability, cost or penalty, may, at any time, during the RFP process reject any RFP submission or disqualify any proponent if, in the sole and unfettered discretion of the City, such submission contains materially false, incorrect or misleading information.

### **6.58 Public Comment or Promotion of RFP Submission**

Except for proponent interviews, meetings or presentations specifically authorized or arranged by the City contact person or authorized designate, neither proponents nor their representatives shall make any public comment, respond to questions in a public forum, or carry out any activities to publicly promote or advertise their submission, or their interest or participation in the RFP and subsequent procurement processes (if any) without the City's prior written consent, which consent may be arbitrarily withheld or delayed.

### **6.59 Suspension of Activity**

All proponents are advised and put on notice that notwithstanding anything else contained in this RFP. All RFP Proponents are forewarned and advised that if the City chooses not to proceed with this RFP process or any subsequent procurement process or any stage including, without limitation, the completion of the RFP process, the commencement, implementation or completion of any RFP process or other procurement process and/or the award, negotiation or the finalization of any agreement or contract and that accordingly, all RFP Proponents acknowledge and agree that if any such processes are suspended, terminated or cancelled at any time or times during any stage of the RFP or subsequent procurement process (if any) by the City, then the proponents shall have no claim against the City for any costs, expenses, losses including loss of profits, liabilities or damages whatsoever.

### **6.60 Changes to a Proponent's Company or Team Member**

a) If there is any addition, deletion, or change in any proponent's company who has submitted a RFP or if there is any change in control of any member of the proponent's team or a material change of any team member as identified by the proponent in the proponent's RFP submission the applicable proponent must provide written notice to the City's contact person or authorized designate within three (3) business days of such addition, deletion or change.

b) The City have the right to disqualify any such proponent and / or to reject the submission of any such proponent if it, in its sole and unfettered discretion, considers that the addition, deletion or change per Section 6.60 a) above may have a material adverse impact on the ability of the said proponent to carry out the project.

c) The City will not allow any changes to the any proponent or its team members, without the City's prior written consent, whose qualifications were reviewed and relied upon by the City to qualify the proponent. Without limiting the foregoing, the City may require some or all the proponent's team members including any such team member(s) that will no longer form part of the proponent's team, to confirm in writing their agreement to the addition, deletion, or change in the team members of the proponent.

d) However, any request for written confirmation shall in no way be seen as acceptance by the City of any such addition, deletion or change in the proponent or its prime team members and will not impair the City's right to disqualify any such proponent and/or to reject the RFP submission of any such proponent. In exercising their discretion pursuant to this section, the City may have reference to the evaluation criteria set out in the Criteria Section of this RFP.

### **6.61 Failure to Comply**

Failure to comply with any material requirements of this RFP may result in disqualification of an proponent and/or the rejection of the proponent's RFP submission.

### **6.62 Insurance Documentation**

1. Throughout the term of the Agreement (including any renewal thereof), the Successful Proponent shall obtain and maintain at its own expense, including the cost of any applicable deductible, the following policies of insurance:

a) Commercial General Liability Insurance, written on IBC Form 2100 or its equivalent, including but not limited to bodily and personal injury liability, property damage, products liability, completed operations liability, owners & contractors protective liability, blanket contractual liability, premises liability, and contingent employer's liability coverage, having an inclusive limit of not less than \$2,000,000.

b) Non-Owned Automobile Liability Insurance in standard form having an inclusive limit of not less than 2,000,000 per occurrence or such greater amount as the City may from time to time request, in respect of vehicles not owned by the Successful Proponent, that are used or operated on its behalf for the provision of Services under the Agreement.

2. All policies of insurance within the scope of subsection (1) shall,

a) (except in the case of Automobile Liability Insurance, Non-Owned Automobile Liability Insurance) include the City as additional insured and include coverage as unnamed insured, for any architect, engineer or other consultant employed or retained by the City, all Sub-Consultants and the employees of the Prime Consultant and those persons, provided that the City reserves the right to require the Successful Proponent to add further parties as additional unnamed insured persons;

b) be recorded as being a primary policy and shall be in a form and issued by an insurance company satisfactory to the City, that is licensed to carry on business in Ontario;

c) be maintained continuously during the course of carrying out the Services contemplated by the Agreement; or for such period of time as may be required after completion of the Project as deemed necessary by the City,

d) provide for a deductible amount of no greater than \$10,000;

e) (except in the case of Automobile Liability Insurance, Non-Owned Automobile Liability Insurance) include the City as an additional insured, to the extent of the Successful Proponent's obligations to the City under the Agreement;

f) contain cross liability and severability of interest provisions, as may be applicable;

g) preclude subrogation claims against the City and any other person insured under the policy; and

h) provide that at least thirty (30) days prior written notice (15 days, in the case of Automobile Liability Insurance, and ten (10) days in the event of non-payment of premiums) shall be given to the City by the Insurer before the Insurer or Successful Proponent takes any steps to cancel, terminate, fail to renew, amend or otherwise change or modify the insurance or any part thereof.

3. The City reserves the right to require the Successful Proponent to purchase such additional insurance coverage as the City's Risk Management Services Office may reasonably require, The City reserves the right to request such higher limits of insurance or otherwise alter the types of coverage requirements (taking into consideration such matters as the nature of the work, contract value, industry standards, and availability of insurance) as the City may reasonably require from time to time.
4. Any insurance coverage acquired under the Agreement shall in no manner discharge, restrict or limit the liabilities assumed by the Successful Proponent under the Agreement. The dollar limit of insurance coverage shall not be limited by the dollar amount of the Agreement.
5. The Successful Proponent shall pay all premiums on the policies as they become due provided that the City may pay premiums as they become due and deduct the amount thereof from moneys due from the City to the Successful Proponent should the Successful Proponent fail to do so.
6. The Successful Proponent shall deposit with the City proof of insurance,
  - a) at the time of execution of this Agreement, and
  - b) in any event prior to commencing the provision of Services, and thereafter during the term of the Agreement, no later than twenty (20) Business Days prior to the renewal date of each applicable policy, the Successful Proponent shall deposit with the City's Purchasing Manager an original Certificate of Insurance in the form attached to RPF P29-2009 as Appendix "A", originally signed by an authorized insurance representative, confirming thereon relevant coverage information including but not limited to name/description of City contract, name of Insurer, name of Broker, name of Insured, name of Additional Insureds as may be applicable, commencement and expiry dates of coverage, dollar limits of coverage, deductible levels as may be applicable, cancellation/termination provisions; or (at the City's election) a certified copy of the insurance policy or policies as required herein.
7. The Successful Proponent shall not do or omit to do anything that would impair or invalidate the insurance policies.
8. Delivery to and examination or approval by the City of any certificates of insurance or policies of insurance or other evidence of insurance shall not relieve the Successful Proponent of any of its indemnification or insurance obligations under the Agreement. The City shall be under no duty either to ascertain the existence of or to examine such certificates of insurance or policies of insurance or to advise the Successful Proponent in the event such insurance coverage is not in compliance with the requirements set out in the Agreement.
9. Claims reported to the Successful Proponent by a third party or by the City shall be promptly investigated by the Successful Proponent. The Successful Proponent shall make contact with the claimant within forty-eight (48) hours of receipt of notice of a claim. The Successful Proponent shall initiate an investigation of the claim immediately upon notice, and advise the claimant by letter of its position regarding resolution of the claim within twenty (20) Business Days of the notice. The Successful Proponent shall include in its letter of resolution the reasons for its position. Failing acceptance of the resolution by the claimant of the proposed resolution, the Successful Proponent agrees to report the claim to its Insurer for further review and response to the claimant. Failure to follow this procedure shall permit the City to investigate and resolve any claims and offset the resultant costs against any monies due, from time to time, under the Agreement.

### **6.63 Contractor Safety Program**

The City of Niagara Falls requires contractors to comply with its Contractor Safety Program. This program requires successful contractors resulting from the bidding process to provide details regarding their compliancy with the regulations of *The Occupational Health and Safety Act*, R.S.O. 1990, c. 0.1, as amended and its regulations (as amended). Appendix A is to be completed by the contractor. Appendix B is to be completed during an interview between the contractor and the City Representative. Appendix C is to be completed by the City Representative. The City's Contractor Safety Program Policy and its Appendices A to C can be viewed on the City's Bid Opportunities Web Site: [www.niagarafalls.ca/bids](http://www.niagarafalls.ca/bids)

The Municipality reserves the right to decline to contract with any bidder, regardless of any other factor, including without limiting the generality of the foregoing, on the basis that the bidder has an unsatisfactory record of compliancy with the regulations of *The Occupational Health and Safety Act*, R.S.O. 1990, c. O

### **6.64 Additional RFP Conditions and Provisions**

All participating proponents, by their signature hereunder, shall agree to comply with all the conditions, requirements, and instructions of this RFP as stated or implied herein. Any alteration, erasure, or interlineations by the proponent in this RFP shall constitute cause for rejection by the City. Exceptions or deviations to this RFP must not be added to the proponent's proposal pages, but must be on proponent's letterhead and accompany proponent's proposal. Such exceptions and deviations may disqualify the proponent and the proponent's RFP submission may be rejected.

Should the City omit anything from this RFP which is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, the proponent shall secure written instructions from the City in the form of an addendum, prior to the time and date of the RFP closing as shown on the front page of this RFP. The City, at its discretion, may extend the closing in order to accommodate questions when it is deemed to be in the best interest of the City.

Typographical errors in entering data on proponent's proposal may result in loss of award of contract pursuant to the Addenda/Contract Provisions instructions. All proponents are required to complete all information requested in this RFP. Failure to do so may result in the disqualification of the RFP submitted to the City.

The City reserves the right to reject any and all proposals, or to award contract for the items hereon, either in part or whole, or to waive informalities in proposals, if it deems it to be in the best interests of the City to do so. The City reserves the right to negotiate price or terms with the highest ranked proponent should the proposed price be over the budget allotted for the project or for any reasons the City deems that it is necessary to negotiate with the said proponent. Should negotiations with the highest ranked proponent not be successful, the City reserves the right to enter into negotiations with the next proponent or to cancel and reissue the RFP.

No proposal shall be accepted from, or no contract will be awarded to, any person, firm or corporation that is in arrears to the City, upon debt or contract or that is a defaulter, as surety or otherwise, upon any obligation to the City, or that may be deemed irresponsible or unreliable by the City Council. Proponents may be required to submit satisfactory evidence that they have a practical knowledge of the particular work and service described herein and that they have the necessary financial resources to perform and complete the said work and service.

The proponent agrees to abide by all Federal, Provincial and Municipal laws, regulations and administrative rulings and for securing all necessary licenses and permits as applicable in connection with the RFP.

As the terms of this RFP require a formal contract to be prepared by the City, the successful proponent will properly sign and furnish necessary Insurances, Workers' Compensation, etc., as stated in this RFP within ten (10) days (unless a longer period is allowed by the City) from the date of award notification by the City to the successful proponent.

## Schedules and Appendices

The following Schedules and Appendices are attached to this RFP:

Schedule A	Declaration Form
Schedule B	Pricing Form
Schedule C	Reference Form
Schedule D	Requirements Compliance Matrix - Farebox System Technical Specifications
Appendix A	Certificate of Insurance
Appendix B	Agreement to Bond Form
Appendix C	Sample Form of Contract Agreement

RFP P29-2009  
New Farebox System Niagara Falls Transit

SCHEDULE A - DECLARATION FORM

This Proposal is submitted by:

Company Name	
Address: Street and Number	
Address: City, Prov. Postal Code	
Telephone and Fax Numbers	Tel: _____ Fax: _____
E-mail Address	

- 1 I / WE DECLARE that no person, firm or Corporation other than the one whose signature or whose proper officers and seal is attached below, has any interest in the proposal or in the contract proposed to be taken.
- 2 I / WE FURTHER DECLARE that this proposal is made without any connection, knowledge, comparison or figures or arrangements with any other Company, Firm or person submitting a proposal for the same work / service and is in all respects fair and without collusion or fraud.
- 3 The undersigned have carefully read the requirements as specified in the Request for Proposal (RFP) and have examined the content and have otherwise satisfied ourselves as to the conditions under which the work / service is to be provided and do hereby offer to enter into a contract with the Corporation of the City of Niagara Falls for the supply of the work / service according to the complete RFP requirements.
- 4 The undersigned hereby agrees to comply in all respects with the said RFP requirements , which shall be read and form part of this proposal submission.

Dated at: \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Corporate Name: \_\_\_\_\_

Company Seal Affixed:

\_\_\_\_\_  
Name of Signatore (Please Print)

\_\_\_\_\_  
Signature under Seal and Title

\_\_\_\_\_  
Name of Signatore (Please Print)

\_\_\_\_\_  
Signature under Seal and Title

RFP P29-2009  
 New Farebox System Niagara Falls Transit  
 SCHEDULE B - PRICING FORM - Page 1

Note: Quantities stated are estimates only.

Item	Description	Estimated Quantity	Unit Cost	Extended Cost
<b>1.0</b>	<b>Farebox Parts and Labour</b>			
1.1	Farebox Supply	32	\$	\$
1.2	Installation Oversight	32	\$	\$
1.3	Magnetic Cared Office Machine	1		\$
<b>2.0</b>	<b>Central System</b>			
	Pricing Not Required			
<b>3.0</b>	<b>Garage System</b>			
3.1	Stationery Vault with Built-in Safe	0 (price only)		\$
3.2	Stationery Vault for Mobile Safe	1		\$
3.3	Mobile Safe	1		\$
3.4	Garage Computer (as necessary)	total		\$
3.5	Fixed Probe	4	\$	\$
3.6	Portable Probe	1		\$
3.7	Test Bench Equipment	total		\$
3.8	Installation	total		\$
<b>4.0</b>	<b>Initial Spares</b>			
4.1	Complete Fairbox Unit	2	\$	\$
4.2	Magnetic Card Office Machine	1		\$
4.3	Logic Board	2	\$	\$
4.4	Power Supply	2	\$	\$
4.5	Coin Mechanism	2	\$	\$



RFP P29-2009  
 New Farebox System Niagara Falls Transit  
 SCHEDULE B - PRICING FORM - Page 2

Item	Description	Estimated Quantity	Unit Cost	Extended Cost
4.6	Bill and Ticket Transporter	2	\$	\$
4.7	Cashbox	2	\$	\$
4.8	Fixed Probes	2	\$	\$
4.9	Keypad - Integrated	2	\$	\$
4.10	Keypad - Remote (Pricing Not Required)			
4.11	Display - Driver	2	\$	\$
4.12	Display - Passenger	2	\$	\$
4.13	Coin Override	2	\$	\$
4.14	Transfer Printer and Reader	2	\$	\$
4.15	FBX High Security Lock - Full Set	2	\$	\$
4.16	FBX High Security Key - Full Set	2	\$	\$
4.17	Receiver High Security Key	2	\$	\$
4.18	Mobile Safe High Security Key (if a mobile safe is provided)	2	\$	\$
<b>5.0</b>	<b>Documentation</b>			
5.1	System Design Document	Lot		\$
5.2	Project Binder	Lot		\$
5.3	Test Procedures and Results	Lot		\$
5.4	Training Materials	Lot		\$
5.5	Operations & Maintenance Documentation	Lot		\$
<b>6.0</b>	<b>Testing</b>			
6.1	Factory Acceptance Test (FAT)	Lot		\$
6.2	Installation Tests	Lot		\$
6.3	System Acceptance Test (SAT)	Lot		\$

RFP P29-2009  
 New Farebox System Niagara Falls Transit  
 SCHEDULE B - PRICING FORM - Page 3

Item	Description	Estimated Quantity	Unit Cost	Extended Cost
<b>7.0</b>	<b>Training</b>			
7.1	Training	Lot		\$
<b>8.0</b>	<b>Warranty and Maintenance Support</b>			
8.1	System Warranty and Support - Year 1	Lot		\$
<b>Sub Total</b>				
<b>Goods and Services Tax</b>				
<b>Provincial Sales Tax</b>				
<b>Total</b>				

**Prices in Canadian Funds, FOB Destination, Niagara Falls Transit**

RFP P29-2009  
 New Farebox System Niagara Falls Transit  
 SCHEDULE B - PRICING FORM - Page 4

**AGENCY OPTIONS** - These Options Must be Priced.

Item	Description	Estimated Quantity	Unit Cost	Extended Cost
<b>9.0</b>	<b>Options</b>			
9.1	Farebox Supply - Year 2	Lot		\$
9.2	Farebox Supply - Year 3	Lot		\$
9.3	Farebox Supply - Year 4	Lot		\$
9.4	Farebox Supply - Year 5	Lot		\$
9.5	Extended Central System Warranty and Support - Software and Database - Year 2	Lot		\$
9.6	Extended Central System Warranty and Support - Software and Database - Year 3	Lot		\$
9.7	Extended Central System Warranty and Support - Software and Database - Year 4	Lot		\$
9.8	Extended Central System Warranty and Support - Software and Database - Year 5	Lot		\$
9.9	Extended Hardware Warranty and Support - On board and Garage - Year 2	Lot		\$
9.10	Extended Hardware Warranty and Support - On board and Garage - Year 3	Lot		\$
9.11	Extended Hardware Warranty and Support - On board and Garage - Year 4	Lot		\$
9.12	Extended Hardware Warranty and Support - On board and Garage - Year 5	Lot		\$
9.13	Other Specify:	Lot		\$

RFP P29-2009  
New Farebox System Niagara Falls Transit  
SCHEDULE C - REFERENCE FORM- Page 1

**Reference #1**

Company Name:	
Contact Name:	
Contact Title:	
Address:	
Telephone #:	
E-mail Address:	
Implementation Dates:	
Describe the system that you provided:	
Description of the Scope of Work provided:	
Size of Company	

**Reference #2**

Company Name:	
Contact Name:	
Contact Title:	
Address:	
Telephone #:	
E-mail Address:	
Implementation Dates:	
Describe the system that you provided:	
Description of the Scope of Work provided:	
Size of Company	

RFP P29-2009  
New Farebox System Niagara Falls Transit  
SCHEDULE C - REFERENCE FORM- Page 2

**Reference #3**

Company Name:	
Contact Name:	
Contact Title:	
Address:	
Telephone #:	
E-mail Address:	
Implementation Dates:	
Describe the system that you provided:	
Description of the Scope of Work provided:	
Size of Company	

**Reference #4**

Company Name:	
Contact Name:	
Contact Title:	
Address:	
Telephone #:	
E-mail Address:	
Implementation Dates:	
Describe the system that you provided:	
Description of the Scope of Work provided:	
Size of Company	

**This form must be completed and signed by your insurer or insurance broker.**

**Note:**

1. Proof of insurance will be accepted on this form only (with no amendments).
2. Insurance company must be licensed to operate in Canada.

**This is to certify that the Insured, named below, is insured as described below.**

Insured: Name & Address:		Telephone Number: ( )		
		Fax Number: ( )		
Location and nature of operation or contract to which this Certificate applies:				
Type of Insurance	Company & Policy #	Policy Dates		Limits of Liability/Amounts
		Effective	Expiry	
<b>Section 1 - Primary</b> Comprehensive General Liability (Occurrence Basis)				Bodily Injury & Property Damage \$ _____ Inclusive \$ _____ Aggregate \$ _____ Deductible
<b>Section 2</b> Automobile Liability				Bodily Injury & Property Damage \$ _____ Inclusive
<b>Section 3</b> Excess / Umbrella				\$ _____ Inclusive
<b>Section 4</b> Additional Insureds as required by contract: 1. The Corporation of the City of Niagara Falls 2. Other: _____				

**PROVISIONS / AMENDMENTS / ENDORSEMENTS:**

- A. Comprehensive General Liability Insurance (and Excess, if any) is extended to include the following coverage: Cross Liability and Severability of Interest Clause, Premises and Operations Liability, Blanket Contractual Liability, Products / Completed Operations, Personal Injury, and Non-Owned Automobile Liability.
- B. With respect to the Comprehensive General Liability Insurance (and Excess, if any), THE CORPORATION OF THE CITY OF NIAGARA FALLS, its officers and/or officials, employees and volunteers (and "other" entities as outlined in Section 4 above) have been added as Additional Insureds but only with respect to liability arising out of the operations of the Named Insured.
- C. The Comprehensive General Liability Insurance (and Excess, if any) Policy(ies) identified above shall protect each Insured in the same manner and to the same extent as though a separate policy has been issued to each, but shall not increase the Limits of Liability as identified about beyond the amount or amounts for which the company would be liable if there had been only one Insured. Any failure to comply with any provision of the insurance policy by the Named Insured shall not affect coverage provided to The Corporation of the City of Niagara Falls.
- D. The policy(ies) identified above shall apply as primary insurance and not excess to any other insurance available to THE CORPORATION OF THE CITY OF NIAGARA FALLS.
- E. If cancelled or changed to reduce the coverage as outlined on this Certificate, during the period of coverage as stated herein, thirty (30) days (ten (10) days if cancellation is due to non-payment of premium) prior written notice by registered mail will be given by the Insurer(s) to:

**THE CORPORATION OF THE CITY OF NIAGARA FALLS  
LEGAL SERVICES  
4310 QUEEN STREET, P.O. BOX 1023  
NIAGARA FALLS, ONTARIO L2E 6X5**

This certificate is executed and issued to the aforesaid Corporation of the City of Niagara Falls, the day and date herein written below.

Name of insurance company or broker (completing form):		Telephone number: ( )	
Address:		Fax number: ( )	
Name of authorized representative or official (please print):	Signature of authorized representative or official:	Date (year, month, day):	

**PROOF OF LIABILITY INSURANCE WILL BE ACCEPTED ON THIS FORM ONLY (WITH NO AMENDMENTS)**

**CITY OF NIAGARA FALLS**  
**RFP # P29-2009**  
**Appendix B**  
**NEW FARE BOX SYSTEM - NIAGARA FALLS TRANSIT**

AGREEMENT TO BOND

We the undersigned hereby agree to become bound as Surety for:

.....  
.....

in a bond totalling One Hundred Per Cent (50%) of the contract amount and conforming to the Instruments of Contract attached hereto, for the full and due performance and maintenance of the works shown as described herein if the RFP for:

.....

is accepted by the Owner. We also agree to a bond as surety for the payment of the cost of all labour and materials for an amount equal to 50% of the contract sum used by the Contractor in due performance of his work.

It is a condition of this Agreement that if the above mentioned RFP is accepted, application for a Performance Bond and Labour and Materials Payment Bond must be completed with the undersigned within fourteen (14) days of acceptance of the Proposal related thereto otherwise this Agreement shall be null and void.

Dated this      day of                      ,200\_\_

\_\_\_\_\_  
Name of Bonding Company

(Company Seal)

\_\_\_\_\_  
Signature of Authorized Person Signing  
for Bonding Company

\_\_\_\_\_  
Position

THIS AGREEMENT made in quadruplicate the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 200\_

BETWEEN: \_\_\_\_\_

Herein after called the "**Contractor**",

of the **FIRST PART**;

- and -

**THE CORPORATION OF THE CITY OF NIAGARA FALLS,**

Hereinafter called the "**Corporation**",

of the **SECOND PART**.

**WHEREAS** the Corporation has awarded to the Contractor the contract for the \_\_\_\_\_, in the City of Niagara Falls, in accordance with the drawings, specifications, general conditions of the contract and other documents and papers listed in paragraph 4 of this agreement (all of such drawings, specifications, general conditions of the contract and other documents and papers herein referred to as the "contract documents"), copies of which are hereto attached, the Contractor having put in a proposal therefor, a copy of which is hereto annexed, which said proposal has been accepted by the Council of the Corporation;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that the Contractor and the Corporation hereby mutually covenant and agree each with the other with respect to the said work as follows:

1. The Contractor covenants and agrees with the Corporation to execute and perform the whole of the work and furnish all the labour, tools, appliances, transportation and materials for the \_\_\_\_\_, in the City of Niagara Falls together with all other works and appurtenances as specified in the contract documents and proposal with due expedition and in a thoroughly workmanlike manner in strict accordance with the provisions of this agreement and the said contract documents and proposal and thereafter to maintain the work for a period of one year after the date of completion of the contract in accordance with \_\_\_\_\_ and that in the execution and performance of the said work the Contractor will carry out, perform, observe, fulfil and abide by all the covenants, covenants, agreements, stipulations, provisoes and conditions mentioned and contained in the said contract



documents and proposal to be carried out, performed, observed and fulfilled by the Contractor to the same extent and as fully as if each of them was set out and specifically repeated in this agreement.

2. The Contractor further covenants and agrees with the Corporation as follows:

- (a) The said contract documents and proposal are intended to cover and provide for first class completed work in all respects and everything necessary to carry out this intent and which may reasonably be implied from the said contract documents and proposals shall be done by the Contractor although not particularly referred to therein;
- (b) To commence work within \_\_\_\_\_
- (c) That the Contractor has examined the site of the work and is satisfied as to the working conditions, the nature and kind of work to be done, the special risks associated therewith and as to any and all matters which may be necessary in order to form a proper conception of the conditions under which the work will require to be performed;
- (d) To provide a performance bond for the full and due performance of the work provided for herein at the unit prices as specified and for the maintenance of the said work for a period of one year after acceptance thereof, payable to the Corporation for **50%** of the proposal price;
- (e) To provide a labour and material payment bond for **50%** of the proposal price on all labour and material purchased by the Contractor and used in the performance of the work;
- (f) To deliver to the Corporation on or before the execution of this agreement the policies of insurance in accordance with the following provisions in the contract documents;
- (g) To provide evidence that all the Contractor's employees are covered by the provisions of the Workers' Compensation Act and to pay all assessments in respect thereof;

- (h) To indemnify and keep indemnified and save harmless the Corporation and each of its officers, servants and agents from and against all actions, suits, claims, executions and demands which may be brought against or made upon the Corporation, its officers, servants and agents, and from all loss, costs, charges, damages, liens and expenses which may be paid, sustained or incurred by the Corporation, its officers, servants and agents by reason of or on account or in consequence of the execution and performance of the said work or of the non-execution or imperfect execution thereof or of the supply or non-supply of plant or material therefor;
- (i) To pay to the Corporation, and to such officer, servant, or agent thereof, on demand, any loss, costs, damages or expenses which may be paid, sustained or incurred by the Corporation or any of its officers, servants or agents in consequence of any such action, suit, claim, lien, execution or demand, and any moneys paid or payable by the Corporation or any of its officers, servants, or agents in settlement or in discharge thereof, or on account thereof, and that in default of such payment all such loss, costs, damages and expenses, and any moneys so paid or payable by the Corporation, its officers, servants or agents, and also any moneys payable by the Contractor under any of the terms and conditions of this contract may be deducted from any moneys of the Contractor then remaining in the possession of the Corporation on account of this or any other contract or may be recovered from the Contractor or the Surety or Sureties named in the said Bonds in any court of competent jurisdiction as moneys paid at their request;
- (j) And the Contractor hereby authorizes and empowers the Corporation or its Solicitor for the time being, to defend, settle or compromise any of such actions, suits, claims, liens, executions or demands as the Corporation or its said Solicitor may deem expedient, and also hereby agrees to ratify and confirm all the acts of the Corporation or its Solicitor in that behalf, and to pay to the Corporation on demand all reasonable costs of defending, settling, or compromising any such actions, suits, claims, liens, executions or demands as the Corporation may deem it expedient to defend, settle or compromise, and that in default of such payment the same may be deducted from any moneys payable by the Corporation to the Contractor on any account whatever. Provided, however, that the Contractor may at the expense of the Contractor, take charge of and conduct the defense in the name of the Corporation to any such action, claim or suit.

3. The Corporation covenants and agrees with the Contractor to make payments for the due and proper execution of the work at the times and in the manner, but subject to the holdbacks, deductions and liquidated damages, specified in the following provisions of the contract documents:
  
4. It is mutually understood and agreed between the parties hereto as follows:
  - (a) That the documents and papers set forth below shall form part of this agreement, namely all of the above herein referred to as the "contract documents, and Proposal/Bid Form of the Contractor dated
  - (b) That the work as hereinbefore set forth shall be performed and completed to the satisfaction of the Engineer for the Corporation;
  - (c) That this agreement shall extend to and be binding upon and enure to the benefit of the heirs, executors, administrators, successors and assigns of the Contractor and the successors and assigns of the Corporation; and
  - (d) That the word "Contractor" wherever used in this agreement and the documents listed in clause (a) hereof, shall, where the context or the party or parties hereto so require, be construed as if the plural had been used and the rest of the sentence shall be construed as if all other changes thereby rendered necessary had been made.

**IN WITNESS WHEREOF** the parties hereto have hereunto affixed their corporate seals duly attested by the hands of the proper signing officers in that behalf and the said signing officers certify that they have authority to bind their corporation.

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

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

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

**THE CORPORATION OF THE  
CITY OF NIAGARA FALLS**

\_\_\_\_\_  
Name: R.T. (Ted) Salci

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

\_\_\_\_\_  
Name: D. Iorfida

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

The Corporation of the City of Niagara Falls

**SCHEDULE D  
REQUIREMENTS COMPLIANCE MATRIX**

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APRIL 2009

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**Schedule A – Fleet Lists**

**Schedule B – Sample Tickets**

## 1. INTRODUCTION

The Vendor is required to complete the compliance matrix as provided within the document. Where the Vendor is not in compliance, the Vendor shall note this in the “Compliance” column, providing a full and complete description in the “Comment” column of the non-compliance, reason, and any alternatives proposed. NIAGARA FALLS TRANSIT is interested in accurate representations of the Vendor products and services, and understands that not all Vendors may meet all requirements as stated. Indication of non-compliance will not necessarily be considered grounds for rejection of a Vendor’s proposal except where such areas of non-compliance are substantive and judged to impact the ability of the Vendor to fundamentally deliver the products and services required, or where such non-compliance introduces unacceptable risk to NIAGARA FALLS TRANSIT.

Vendors must respond to all tabular items using one of the response codes listed below:

Response Code	Definition
F (Full)	Requirement is fully met and included in Proposal.
P (Partial)	Requirement is partially met or modified, and included in Proposal. Elaborate as to reason for partial compliance. Advise if an alternative(s) could be provided. Describe in detail.
N (None)	Requirement cannot be met and is not included in the Proposal. Elaborate as to reason for non-compliance. Advise if an alternative(s) could be provided. Describe in detail.

Comments may be provided in the table to support the Proposal as appropriate.

A complete Fleet List for NIAGARA FALLS TRANSIT is provided in **Schedule A**. The fleet lists represent the current scenario – whereas the vehicle types may change over the course of the deployment, equipment quantities will remain constant. In addition, a photocopy of all paper fare media (tickets) used by NIAGARA FALLS TRANSIT is provided in **Schedule B**.

### 1.1 Scope of Work

The Vendor shall supply, deliver and commission an automated fare collection system for NIAGARA FALLS TRANSIT as per the requirements of this RFP. The Vendor shall be responsible for all hardware and software customizations for the equipment to function as required.

The Vendor shall be responsible for preparing documentation and conducting tests to ensure the functionality and adequacy and the provided solution. The Vendor shall also be responsible for training NIAGARA FALLS TRANSIT staff to perform equipment installations and shall be present on site at the time of the installation as required by the RFP.

The Vendor shall provide on-going maintenance and technical support as required by the RFP and shall supply NIAGARA FALLS TRANSIT with spare equipment components as outlined in the RFP to ensure continued system operation.

### 1.2 System Inventory

The Vendor shall be responsible for all activities related to the design, supply, installation, training and warranty services for the following fare collection system equipment:

Equipment to be Provided	Quantities
Electronic fareboxes, with all necessary onboard equipment and functionality as specified in Section 2.22, including but not limited to cashbox, driver control unit (driver display and keypad), passenger display, magnetic card swipe reader, provisions for future smart card capabilities including the Metrolinx Presto Card, base, and all wiring, connectors and other equipment required for installation.	32
Magnetic card office machine, with all necessary functionality as specified in Section 2.5.1.	1
Stationary vault with built-in safe and cashbox receiver, as specified in Section 2.3.2.	1
Fixed wire data probes utilizing near-contact data communication technology, as specified in Section 2.3.6.	4
Portable data probes, as specified in Section 2.3.6.	1
Garage computer, as specified in Section 2.3.5.	1
Complete testing equipment for maintenance diagnostics and repair, as specified in Section 10.2.	1
Computer system software (database, reporting tools), as specified.	1

Spares are not included in the above inventory. Refer to Section 10.1 for a list of spare parts to be supplied by the Vendor.

### 1.3 Current Fare Structure

The table below lists the fare structure currently offered by NIAGARA FALLS TRANSIT.

Media	Adult	Senior	Student (Elementary/ Secondary/ Post- Secondary)	Semester	Child	All Day		
Cash	\$2.35	\$2.10	\$2.10	N/A	\$1.10	N/A	N/A	N/A
Ticket	\$2.20	\$1.95	\$1.95	N/A	N/A	N/A	N/A	N/A
Monthly Pass	\$65.00	\$50.00	\$50.00	N/A	N/A	N/A	N/A	N/A
College/ University	N/A	N/A	\$3.75	\$280.00	N/A	N/A	N/A	N/A
High School	N/A	N/A	N/A	\$180.00	N/A	N/A	N/A	N/A
Falls Shuttle	\$3.50	N/A	N/A	N/A	\$1.00	\$6.00	N/A	N/A
				N/A	N/A	N/A	N/A	N/A
				N/A	N/A	N/A	N/A	N/A

## 2 TECHNICAL REQUIREMENTS

### 2.1 General Requirements

Item	Description	Compliance	Comment
.1	The Vendor shall adhere to all relevant statutes, regulations and codes in force in the Province of Ontario and Canada that are applicable in Ontario.		
.2	The Vendor shall ensure that systems conform to all relevant standards, including but not limited to SAE, AASHTO, ITE, NEMA, ISO, EIA, NTCIP and IEEE standards.		
.3	All equipment shall be designed for use in the transit industry, with specific attention as applicable to physical construction, operation in a mobile environment, ergonomics, reliability, efficiency, and safety for passengers, operators, maintenance personnel and other system users.		
.4	All equipment shall be new at the time supplied. The supply of used, shopworn, demonstrator, prototype, re-manufactured, reconditioned, or discontinued models is not acceptable. This requirement does not apply to equipment provided new under the Contract that has subsequently been returned for repair or repair replacement, but does apply to any additional quantities of equipment procured.		
.5	All equipment shall be modularly upgradeable so that it does not need to be replaced in its entirety. Modules shall be designed for serviceability and maintainability without, unless otherwise approved, the use of special tools.		
.1	All functionally identical modules, assemblies and components shall be fully interchangeable between all units of like equipment provided under this Contract.		
.2	All modules and assemblies associated with onboard and revenue transfer equipment shall be connected using standardized, durable, positive-locking, indexed quick disconnect fasteners. All connectors in exposed areas of the bus or with the potential to come in contact with water shall be weatherproofed.		
.3	All cables shall be positively secured.		
.4	All cables shall be labelled, and a label schedule provided to NIAGARA FALLS TRANSIT.		
.5	Anticorrosive materials shall be utilized throughout. Provisions shall be included to protect against galvanic action due to contact of dissimilar metals, stray currents, etc.		

Item	Description	Compliance	Comment
.6	All mounting hardware shall be stainless steel.		
.7	Reasonable provisions shall be included to protect all publicly-accessible equipment and components from common vandalism and theft.		

## 2.2 Farebox Requirements

### 2.2.1 GENERAL REQUIREMENTS

Item	Description	Compliance	Comment
.1	The farebox shall consist of the farebox housing; electronics; power supply; coin and bill/ticket transports; transfer printer (either integrated or stand-beside); magnetic card swipe reader (integrated), provisions for smart card module including Presto Card by Metrolinx; cashbox; data probing systems, baseplate; mounting hardware; and other materials as required to meet the requirements described herein.		
.2	The farebox shall be electronic, and shall accurately collect, count, and securely store coins, bills and paper tickets; register and/or validate magnetic stripe cards; register and validate smart card transactions; and process transfers as described herein.		
.3	The farebox shall be designed such that it cannot accept fares without the presence of a properly secured, fully functioning, and correctly operating coin mechanism, bill and ticket transport and cashbox.		
.4	The farebox housing and baseplate shall include anti-corrosion features to protect against corrosion due to the presence of standing water with salts, chlorides and other chemicals used for winter de-icing.		

### 2.2.2 DRIVER AND PASSENGER INTERFACE

The driver shall interact with the farebox through an interface consisting of a programmable keypad and electronic display.

2.2.2.1 Physical Requirements

The driver and passenger interfaces shall adhere to the following physical requirements:

Item	Description	Compliance	Comment
.1	The driver keypad shall have a minimum of twelve (12) alphanumeric buttons, labelled: "0" to "9", "#" and "*". The buttons shall be arranged in a pattern similar to an ordinary touch-tone phone. In addition, the keypad shall have another two (2) buttons labelled "Dump" and "Hold", with functionalities as described in Sections 2.2.3 and 2.2.4.		
.2	For tickets and bills that require the driver's input to register (e.g. all bills should be registered as \$5, with driver input required to register the bill as anything higher), buttons shall be configured to allow the driver to do so.		
.3	Driver keypad buttons shall provide tactile feedback when pushed.		
.4	The driver's electronic display shall be mounted on the side of the farebox facing the driver. The display shall be capable of displaying no less than four (4) characters (0-9 and a-z), with a separator in the middle capable of displaying a period (.) or colon (:). The display characters shall be at least as large as that required by accepted human factors design criteria for persons with 20/20 vision at the distance and angle as seated drivers. Characters shall be sized for the most adverse mounting and driver position.		
.5	The driver display shall have driver-adjustable contrast and brightness levels such that it is legible under varying lighting conditions characteristics of a vehicle environment. The adjustment controls shall be easily accessible to the seated driver. Provisions shall be included such that it is not possible to set the brightness to zero.		
.6	A second electronic display shall be mounted on the side of the farebox facing the passenger, in proximity to the coin slot. The passenger display characteristics shall be as follows:		
	<ul style="list-style-type: none"> <li>The display shall be capable of displaying four (4) characters (0-9 and a-z), with a separator in the middle capable of displaying a period (.) or colon (:).</li> </ul>		

Item	Description	Compliance	Comment
	<ul style="list-style-type: none"> <li>The display characters shall be at least as large as that required by accepted human factors design criteria for persons with 20/20 vision at the distance and angle as a passenger at arm's length from the farebox. Characters shall be sized for the most adverse mounting and passenger position.</li> </ul>		
	<ul style="list-style-type: none"> <li>As a desirable function, the display character size shall be expandable in the future, to account for changes in provincial/federal accessibility standards.</li> </ul>		

2.2.2.2 Functional Requirements

The driver and passenger interfaces shall adhere to the following functional requirements:

Item	Description	Compliance	Comment
.1	The system shall require driver login through the keypad. The login procedure shall be articulated during the design phase. The system shall display prompt messages until login is complete (i.e. shall not display value of collected fares until a successful login has occurred).		
.2	The farebox shall record all log-on details as well as unsuccessful log-on attempts. The driver shall be required to enter a route number as part of a log-on event and shall have the option of changing the route during a shift.		
.3	The driver shall be able to login via a smart card, where the module is available.		
.4	In the event that a driver is not logged in, the system shall not allow the collection and registering of fares.		
.5	Once the driver has logged in, the driver's electronic display shall alternate between displaying the date/time and displaying the registered value of fare media as follows:		
	<ul style="list-style-type: none"> <li>Upon the insertion of coins into the farebox, the display shall count upwards as coins are registered, i.e. display the cumulative value of the coins being inserted. When the full fare is reached, or when the driver presses a button indicating acceptance of a reduced fare (student, senior, etc.), a tone shall sound and the display shall automatically reset to "00.00."</li> </ul>		



Item	Description	Compliance	Comment
	<ul style="list-style-type: none"> <li>Upon the insertion of a ticket or bill into the farebox, the display shall display a configurable word of four (4) or more characters. After a configurable period of time, or when the driver presses a button indicating acceptance of the fare, a tone shall sound and the display shall automatically reset to "00.00."</li> </ul>		
	<ul style="list-style-type: none"> <li>After a configurable period of time (e.g. 30 seconds) during which no new fares are received, the driver's display shall revert to displaying the date/time. The date/time display format shall be configurable through the system to show the date/time in 12 or 24-hour format.</li> </ul>		
.6	<p>The passenger's electronic display shall display the cumulative value of coins being inserted by each passenger as follows:</p>		
	<ul style="list-style-type: none"> <li>Upon the insertion of coins into the farebox, the display shall count upwards as coins are registered, i.e. display the cumulative value of the coins being inserted. When the full fare is reached, or when the driver presses a button indicating acceptance of a reduced fare (student, senior, etc.), the display shall automatically reset to "00.00."</li> </ul>		
	<ul style="list-style-type: none"> <li>Upon the insertion of a ticket or bill into the farebox, the display shall display a configurable word of four (4) or more characters. After a configurable period of time, or when the driver presses a button indicating acceptance of the fare, the display shall automatically reset to "00.00."</li> </ul>		
	<ul style="list-style-type: none"> <li>After a configurable period of time (e.g. 30 seconds) during which no new fares are received, the passenger's display shall be configurable, through the system, to either display "0.00" or revert to a blank state.</li> </ul>		
.7	<p>An audible readout of passenger fare payment (i.e. automatic readout of the fare amount registered by the farebox) shall be provided for accessibility purposes. The readout shall be in electronic encoded format (i.e. mp3) and shall be configurable through the system for: content (i.e. which file or combination of files is played for each situation), readout trigger (e.g. file played upon fare registration, fare acceptance, fare invalid, etc.). The driver shall be able to manage the volume of the readout within agency-configured minimum and maximum settings.</p>		

Item	Description	Compliance	Comment
.8	The driver's display shall show the value or designation associated with each keypad button when that button is pressed, as appropriate. The value associated with each button shall be configurable through the system.		
.9	Keypad buttons may be pressed prior to, during or after insertion of the money in the farebox.		
.10	It shall be possible through the system and without EEPROM change to re-program the numeric buttons of the keypad to individually or in combination:		
	<ul style="list-style-type: none"> <li>Register a specific pre-set value (e.g. for bills);</li> </ul>		
	<ul style="list-style-type: none"> <li>Increment an associated tally counter (e.g. for transfers, passes, etc.);</li> </ul>		
	<ul style="list-style-type: none"> <li>Logoff;</li> </ul>		
	<ul style="list-style-type: none"> <li>Be disabled.</li> </ul>		
.11	The system shall automatically logoff a driver if no inputs are received for a programmable period of time.		

2.2.3 COIN MECHANISM

Coins inserted into the farebox shall be passed through a coin mechanism that identifies the value of the coin, displays the coins to the driver, and transmits the data to the farebox memory.

2.2.3.1 Physical Requirements

The coin mechanism shall adhere to the following physical requirements:

Item	Description	Compliance	Comment
.1	The coin mechanism shall accept and register and validate Canadian & American 1 cent, 5 cent, 10 cent, 25 cent and Canadian 1 dollar, and 2 dollar coins.		
.2	The coin mechanism shall be expandable to register new coins (i.e. 5 dollar). The Vendor shall specify in their proposal the process in which to add new coin recognition and associated limits.		
.3	The coin mechanism shall be able to handle bent or deformed coins.		
.4	The coin mechanism shall be designed to accommodate changes in metal content (and hence weight) of coins as may occur from time to time from the Canadian mint, and shall correctly identify both old and new coins.		

Item	Description	Compliance	Comment
.5	The coin mechanism shall have an inspection area displaying a minimum of ten (10) quarters simultaneously.		
.6	The inspection area shall be protected by a durable, scratch resistant, easy to clean material.		
.7	The farebox shall include a manual coin bypass feature that, when activated:		
	<ul style="list-style-type: none"> <li>Bypasses the coin mechanism and delivers coins from the insertion slot directly to the inspection plate in the event of a jam or electronic failure;</li> </ul>		
	<ul style="list-style-type: none"> <li>Does not affect the security features of the farebox;</li> </ul>		
	<ul style="list-style-type: none"> <li>Must be de-activated from the interior of the farebox;</li> </ul>		
	<ul style="list-style-type: none"> <li>Logs the activation and deactivation time.</li> </ul>		
.8	The coin mechanism design shall deter the entry of tickets/bills and minimize coin jams from foreign objects.		
.9	The coin mechanism shall have guide pins to allow easy extraction from and installation into the farebox without the use of any tools.		

2.2.3.2 Functional Requirements

The coin mechanism shall adhere to the following functional requirements:

Item	Description	Compliance	Comment
.1	The coin mechanism shall be capable of processing coins and tokens at an insertion rate of not less than ten (10) items per second.		
.2	In a factory environment, the farebox shall register 100% of the actual coins collected.		
.3	In an operating environment, the total value of coins registered daily by the farebox shall be within 0.5% of the actual collected.		
.4	Coins shall be displayed in an inspection area, and shall be released to the cashbox when any of the following criteria are reached:		
	<ul style="list-style-type: none"> <li>The driver activates a “dump” pushbutton;</li> </ul>		

Item	Description	Compliance	Comment
	<ul style="list-style-type: none"> <li>The maximum fare has been registered and coins have been displayed for a configurable period of time; or</li> </ul>		
	<ul style="list-style-type: none"> <li>The inserted coins accumulate to fill the inspection plate.</li> </ul>		
.5	When a full fare is registered, or if the driver activates the “dump” pushbutton, a tone shall sound indicating acceptance of the fare.		
.6	Should the driver activate a “hold” button on the keypad, the criteria that trigger dispensing to the cashbox should be ignored, and the system should only return to normal operation once the manual “dump” button is activated.		
.7	The coin inspection area shall be automatically illuminated when a fare is inserted or when the “dump” button is depressed. Illumination shall remain when a pre-set “hold” button is depressed, and shall de-activate after a programmable period of time once activity ceases. Illumination shall be provided that is shock resistant, and easily accessible for replacement.		

2.2.4 BILL & TICKET TRANSPORT

Bills and tickets inserted into the farebox shall be passed through a bill and ticket transport. They shall be displayed in an illuminated inspection window separate from the coin inspection window. The transport shall identify tickets and transmit the data collected to the farebox memory, prior to discharging the media into the cashbox.

2.2.4.1 Physical Requirements

Bills and tickets shall be received and processed using a transport with the following physical requirements:

Item	Description	Compliance	Comment
.1	The bill and ticket transport shall have an inspection area sized to display paper media up to the size of a Canadian bill.		
.2	The inspection area shall be protected by a durable, scratch resistant, easy to clean material.		
.3	The bill and ticket transport design shall deter the entry of coins and other foreign objects.		
.4	The bill and ticket transport shall have guide pins to allow easy extraction from and installation into the farebox without the use of any tools.		

2.2.4.2 Functional Requirements

Bills and tickets shall be received and processed using a transport with the following functional requirements:

Item	Description	Compliance	Comment
.1	The transport shall be able to distinguish between and record the use of tickets and bills according to size. Photocopies of the tickets accepted by NIAGARA FALLS TRANSIT are included in <b>Schedule B</b> . At a minimum, the farebox must be able to distinguish the sizes of all the tickets issued by NIAGARA FALLS TRANSIT.		
.2	The transport shall be capable of handling, without jamming, deformed or folded paper media. Vendors are asked to identify in the comment field the minimum and maximum paper weight that the farebox can differentiate.		
.3	Bills and tickets shall be displayed in the inspection area, and shall be dispensed to the cashbox when any of the following criteria are reached:		
	<ul style="list-style-type: none"> <li>• The driver activates the “dump” pushbutton;</li> </ul>		
	<ul style="list-style-type: none"> <li>• The bill or ticket has been displayed for 15 seconds; or</li> </ul>		
	<ul style="list-style-type: none"> <li>• Another bill or ticket has been inserted.</li> </ul>		
.4	Should the driver activate a “hold” button on the keypad, the criteria that trigger release to the cashbox should be ignored, and the system should only return to normal operation once the manual dump button is activated.		
.5	The bill and ticket inspection area shall be automatically illuminated when a fare is inserted and when the "dump" button is depressed. Illumination shall remain when a pre-set “hold” button is depressed, and shall de-activate after a programmable period of time once activity ceases. Illumination shall be provided using light bulb(s) that are shock resistant, and easily accessible for replacement.		

2.2.5 CASHBOX

Once processed, the coin mechanism and bill and ticket transport discharge media into the farebox’s cashbox. The cashbox shall adhere to the following requirements:

Item	Description	Compliance	Comment
.1	The cashbox shall fit within the dimensions of the lower portion of the farebox and shall have two (2) individual and separate compartments to receive and retain coins and bills/tickets, each in their respective compartments.		
.2	The cashbox shall have a useful capacity of at least:		
	<ul style="list-style-type: none"> <li>• 600 bills and tickets in the form received;</li> </ul>		
	<ul style="list-style-type: none"> <li>• \$800 in mixed Canadian coins, preferably \$1000.</li> </ul>		
.3	The empty weight of a cashbox shall not exceed eight (8) kilograms.		
.4	The cashbox handle shall be ergonomically designed, and shall be equipped with two (2) handles for easier lifting. The design shall be such that the cashbox can be directly removed from the farebox and inserted into the revenue receiving equipment with a minimum of lifting, twisting, turning or inverting.		
.5	The cashbox shall not have removable lids, covers or other elements that can be detached from the cashbox.		
.6	Those portions of the cashbox in direct contact with the farebox shall be abrasion resistant. Neither insertion nor removal of the cashbox into the farebox in severe service operations, nor the vibration or shock experienced while the cashbox is in severe service in the farebox, shall cause any distortion of the cashbox material that may adversely affect its ability to function properly.		
.7	The cashbox shall be of sturdy construction, and shall not undergo distortion when full.		
.8	The cashbox shall be designed and constructed to ensure the highest level of security in the storage and transfer of revenue.		
.9	The cashbox shall be able to sustain drops onto a concrete floor from a height of up to one (1) metre, without suffering operational impediment.		
.10	The cashbox shall be able to sustain accidental drops onto a concrete floor from a height of up to ten (10) metres, without suffering security breach.		
.11	The cashbox shall have a mean time between failure (MTBF) of two thousand (2,000) full revenue deposit cycles. A full revenue deposit cycle is defined as from insertion of an empty cashbox into the farebox, to transfer of revenue from a full cashbox into the revenue collection system and subsequent reinsertion of the empty cashbox into the farebox.		

Item	Description	Compliance	Comment
.12	Opening of the cashbox access door to remove the cashbox shall be possible only through a communication and authorization process via the probe, as specified in Section 2.3.6.		
.13	The cashbox design shall be such that the cashbox must be closed and locked before it can be removed from the farebox. The cashbox shall be locked and sealed unless it is secured in a farebox or within a revenue transfer equipment or facility. The interior of the cashbox shall not be exposed at any time during the collection or revenue transfer cycle.		
.14	The cashbox design shall be such that access to the contents outside of the collection or revenue transfer cycle can only be achieved through the use of a high security key or other prescribed secure protocol.		
.15	The cashbox and farebox shall be fitted with detectors to ensure that the cashbox has been properly inserted into the farebox and is ready to receive revenue. The detectors shall be tamper resistant, solid state and proof against bus vibrations.		

2.2.6 TRANSFERS & TRANSFER PRINTER

The system shall allow passengers to transfer between buses based on a matrix provided by NIAGARA FALLS TRANSIT detailing what routes and directions transfers are permitted on. Transfer parameters shall be fully configurable with respect to time and valid transfer rules (i.e. directional or open).

Item	Description	Compliance	Comment
.1	The transfer printer shall be either an integrated unit, electrically connected to the farebox.		
.2	The transfer printer shall issue transfers upon pressing a single button on the farebox keypad.		
.3	All consumables (i.e. toner, paper) in the transfer printer shall be quick and easy to replace.		
.4	The transfer printer shall be rugged and waterproof, resistant to cleaning fluids and dust.		
.5	The transfers printed shall be stamped with date, expiry time, route and other information to be determined by NIAGARA FALLS TRANSIT.		
.6	As a desirable option, the transfers shall be encoded and the farebox shall be capable of reading the encoded transfers and log transfer data to the farebox memory. The reader shall detect "passed back" transfers. The optional transfer reader is not required to be integrated with the magnetic card swipe reader described in Section 2.2.7. The Vendor shall fully describe the transfer encoding technology, and whether or not it is integrated within the farebox.		



2.2.7 MAGNETIC CARD SWIPE READER

Item	Description	Compliance	Comment
.1	The farebox shall have an integrated swipe reader to read magnetic cards created by the magnetic card office machine described in Section 0.		
.2	The card reader shall be easy to use and intuitive, and shall allow customers to quickly swipe their cards through a slot. The module shall include a guideway to direct the card into the slot for guiding. The guideway shall be durable and shall prevent abrasion and snagging of cards as they are swiped through.		
.3	The card reader shall be capable of reading the magnetic cards. As a desirable function, the card reader shall be capable of re-encoding the magnetic cards.		
.4	The card reader shall include a mechanism to prevent pass-back of swipe cards on the same bus within an agency-configurable period of time.		
.5	The farebox shall record details of each magnetic card that is processed by the card reader, including identification number, valid/invalid, validity period, time of use, etc.		
.6	<p>The card reader shall be capable of reading cards and providing customer feedback (e.g. card accepted, card not valid, etc.) in no more than 0.5 seconds.</p> <p>If the card reader is capable of re-encoding cards, it shall be capable of reading, providing customer feedback and re-encoding the cards in no more than 2 seconds.</p>		
.7	The card reader shall successfully read valid undamaged cards at a rate of no less than 99% on proper first insertion, and no less than 99.5% on each subsequent insertion.		
.8	Feedback on cards processed (e.g. card valid, card invalid, re-swipe etc.) shall be agency-configurable and shall be presented to the driver and passenger through the driver and passenger interface (Section 2.2.2).		
.9	It shall be possible through the system and without EEPROM change to re-program the card reader, for example the types of passes accepted, the no-pass-back period, etc.		

.10	The Vendor shall specify what type of magnetic card stock is required for use in the magnetic swipe card reader. The magnetic card stock shall, at a minimum, comply with the following:		
	<ul style="list-style-type: none"> <li>• The magnetic card stock shall be of sturdy construction suitable for use as monthly or other period passes.</li> </ul>		
	<ul style="list-style-type: none"> <li>• The magnetic stripe on the card shall be flush with the surface of the card. Intentionally separating the stripe from the card shall visually degrade the card and render it invalid.</li> </ul>		
	<ul style="list-style-type: none"> <li>• The magnetic stripe shall not suffer damage, abrasion, loss of data or separation from the card through normal usage and storage.</li> </ul>		
	<ul style="list-style-type: none"> <li>• The magnetic card shall not suffer damage or abrasion through normal usage and storage.</li> </ul>		

2.2.8 SMARTCARD MODULE

Item	Description	Compliance	Comment
.1	The farebox shall include provisions for a future smartcard module with functionalities as described in this section. The Vendor shall provide information on the smartcard capabilities of the farebox.		
.2	The smartcard module and smartcards shall use the ISO14443A standard and it is desired to be compatible with the Presto Card by Metrolinx		
.3	The smartcard module shall be electrically connected to the farebox and shall be either a stand-beside or integrated unit.		
.4	The smart card module shall be capable of holding at least five (5) days worth of transaction data without requiring download to the system		
.5	The data collected by the smartcard module shall be integrated with the farebox data when transferring to the system. The smart card module shall not require independent probing to transfer data.		
.6	Smart card transactions shall be successfully read and processed at a rate of 99% on the first proper presentation of the card		
.7	The smart card module shall provide audible and visual confirmation of both valid and invalid transactions.		
.8	The system shall be capable of maintaining a log of at least the last ten (10) transactions on the card.		
.9	All data shall be stored to non-volatile storage to ensure no data is lost as a result of a power failure		
.10	The system shall prevent pass-back of smart cards for a configurable time period.		
.11	Future provisions for fare-by-distance and integration with other City of Niagara Falls services shall be provided.		
.12	The smartcards shall support, at a minimum, stored rides, stored value and a period pass.		
.13	The smartcard module shall use the farebox clock for all its time stamps.		

.14	The smartcards shall be durable and resistant to everyday wear and tear.		
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2.2.9 FAREBOX DATA COLLECTION

The farebox shall comply with, at a minimum, the following data collection requirements:

Item	Description	Compliance	Comment
.1	The farebox shall maintain a log of relevant statistics related to fare collection, including but not limited to:		
	<ul style="list-style-type: none"> <li>• Record of each farebox transaction, on an individual (i.e. transactional) basis., as well as</li> </ul>		
	<ul style="list-style-type: none"> <li> <ul style="list-style-type: none"> <li>○ Running totals by the farebox since last probe, for each logon session;</li> </ul> </li> </ul>		
	<ul style="list-style-type: none"> <li> <ul style="list-style-type: none"> <li>○ Total value of cash received by the farebox since installation or clearing of the farebox memory;</li> </ul> </li> </ul>		
	<ul style="list-style-type: none"> <li> <ul style="list-style-type: none"> <li>○ Distribution of coins by denominations, bills and tickets by type since the farebox was last probed;</li> </ul> </li> </ul>		
	<ul style="list-style-type: none"> <li> <ul style="list-style-type: none"> <li>○ Tally of magnetic swipe card usage and smart card usage since the farebox was last probed;</li> </ul> </li> </ul>		
	<ul style="list-style-type: none"> <li>• Each time a driver logs in or out (including driver ID, route ID and time);</li> </ul>		
	<ul style="list-style-type: none"> <li>• Each time a probe is used;</li> </ul>		
	<ul style="list-style-type: none"> <li>• Each time coin bypass is used.</li> </ul>		
	<ul style="list-style-type: none"> <li>• Each time the coin module, bill &amp; ticket transport, magnetic card swipe reader, or smartcard module is removed;</li> </ul>		
	<ul style="list-style-type: none"> <li>• Each time a cashbox is installed or removed and associated cashbox serial number;</li> </ul>		
	<ul style="list-style-type: none"> <li>• Each time a cashbox alarm is activated, or other security, status power failure or Error events occur that require attention of maintenance staff.</li> </ul>		
.2	The farebox shall have a time clock used to date/time stamp all log entries.		

2.2.10 EXTERNAL INTERFACES

The Farebox Collection System shall provide the following interface capabilities:

Item	Description	Compliance	Comment
.1	The farebox shall employ a probe data collection interface, as specified in Section 2.3.6. The port shall be positioned to permit easy interface by a probe operator, and shall be protected against fluids, dust and dirt, etc by means of a solid membrane.		
.2	The farebox shall accept external signal through a RS-232/485 or J1708 interface from CAD/AVL equipment to be installed at a later date. The external signal shall allow for receiving messages equivalent to all farebox help commands via a Mobile Data Terminal controlling multiple devices. (Design documentation to be supplied by the Vendor, presented in Section 4.4, shall include all necessary details describing the inputs and outputs required to achieve this interface.)		

2.2.11 PHYSICAL REQUIREMENTS

Item	Description	Compliance	Comment
.1	The farebox and its pedestal shall fit into the existing vehicle fleets, including in low-floor buses, without impeding passenger boardings or alightings. Fleet Lists for NIAGARA FALLS TRANSIT are included in <b>Schedule A</b> .		
.2	The farebox housing and baseplate shall include anti-corrosion features to protect against corrosion due to the presence of standing water with salts, chlorides and other chemicals used for winter de-icing.		
.3	All farebox materials and equipment shall be new and not used and/or rebuilt.		
.4	For all equipment where more than one unit is supplied (including but not limited to fareboxes, cashboxes, magnetic card swipe readers, vaults, mobile safes, probes, etc.), each unit shall be identical in function and manufacture with the rest. In addition, all units and their components shall be freely interchangeable.		
.5	Access to the farebox shall be protected through multiple locks, including an optical probe to open the farebox and a key lock to open the cashbox.		
.6	All locks shall be made of steel, and have durable casings, and all keys shall be high security design.		
.7	All individual components, including electronic circuit boards and associated electronic components, shall have a minimum 30,000 hours Mean Time Between Failure (MTBF).		

.8	The farebox shall have a minimum of sixty (60) days of duty cycle Mean Time Between Failure (MTBF). Failure shall be defined as a deterioration of the farebox to the point where it cannot carry out its intended functions.		
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2.2.12 ELECTRICAL REQUIREMENTS

Item	Description	Compliance	Comment
.1	Onboard components shall be capable of operating at the nominal voltage supplied by each bus, as described in the Fleet List in <b>Schedule A</b> , and shall be fully functional within operating supply voltage ranges of +10VDC to +29VDC as measured at the farebox power connector.		
.2	If a power inverter is used, the Vendor shall provide test results confirming that it operates within the voltage range identified in the previous requirement.		
.3	Onboard components shall be protected from damage caused by sudden power surges including but not limited to:		
	<ul style="list-style-type: none"> <li>• Low or high voltage, including temporary drops, in the range of zero (0) VDC to fifty (50) VDC;</li> </ul>		
	<ul style="list-style-type: none"> <li>• Reverse polarity of input voltage;</li> </ul>		
	<ul style="list-style-type: none"> <li>• Fluctuating voltage.</li> </ul>		
.4	The farebox shall have the following electrical characteristics:		
	<ul style="list-style-type: none"> <li>• Maximum current draw: 8 Amps in operation, less than 1.2 Amps idle;</li> </ul>		
	<ul style="list-style-type: none"> <li>• Power consumption: 100 watts or less peak; 35 watts or less typical.</li> </ul>		
.5	The Vendor shall specify that the power supply regulator be either integrated or stand-alone to the logic board. The power supply regulator must contain sufficient connections to provide separate power feeds to all farebox components, including, at a minimum:		
	<ul style="list-style-type: none"> <li>• Logic board;</li> </ul>		
	<ul style="list-style-type: none"> <li>• Bill transport;</li> </ul>		
	<ul style="list-style-type: none"> <li>• Coin mechanism;</li> </ul>		
	<ul style="list-style-type: none"> <li>• Keypad and driver/passenger displays;</li> </ul>		
	<ul style="list-style-type: none"> <li>• LED's;</li> </ul>		
	<ul style="list-style-type: none"> <li>• Transfer Printer;</li> </ul>		

	<ul style="list-style-type: none"> <li>• Transfer Reader;</li> </ul>		
	<ul style="list-style-type: none"> <li>• Magnetic Card Reader Module; and</li> </ul>		
	<ul style="list-style-type: none"> <li>• Smart Card Module.</li> </ul>		
.6	The fuse shall be integrated to the power supply regulator to provide power protection.		
.7	The fuse shall be accessible by maintenance personnel without the need to materially disassemble the farebox.		
.8	All components and modules shall be sufficiently protected against stray static electricity so as not to be damaged during normal shipping, handling and operation.		
.9	Power conditioners/filters for all onboard equipment shall be provided. The Vendor shall account for voltage drop across such conditioners/filters in the design of the farebox, and shall provide evidence that the operating voltage range of the farebox is met with such conditioners/filters installed.		
.10	Operation of equipment shall not affect or be affected by vehicle components, such as engine ignition, or other on-board equipment including vehicle power supplies, radios, automatic vehicle identification or location systems, and on-board data collection and processing equipment.		
.11	Operation of equipment shall not be affected by the electromagnetic fields generated by utility transmission lines, by an overhead catenary at distances as close as eight (8) metres, or by local power distribution lines at distances as close as fifteen (15) metres.		
.12	Equipment shall meet US FCC and Industry Canada requirements as they apply to RF radiation.		

2.2.13 ENVIRONMENTAL REQUIREMENTS

Item	Description	Compliance	Comment
.1	Onboard equipment shall meet or exceed the minimum conditions listed below. Any onboard equipment that does not meet these conditions shall be listed, and the alternative conditions must be clearly stated.		
	<ul style="list-style-type: none"> <li>• Operating Temperatures: between -20°C and +40°C</li> </ul>		
	<ul style="list-style-type: none"> <li>• Non-Operating Temperatures: between -40°C and +55°C</li> </ul>		

Item	Description	Compliance	Comment
	<ul style="list-style-type: none"> <li>Humidity: 0-95% relative humidity, non-condensing</li> </ul>		
	<ul style="list-style-type: none"> <li>Operating Vibration: 0.3G RMS, 5 to 200 Hz</li> </ul>		
	<ul style="list-style-type: none"> <li>Shock: 30G of 6 milliseconds and up to 5G sustained</li> </ul>		
	<ul style="list-style-type: none"> <li>Solid Object and Moisture Protection: IP 53</li> </ul>		
	<ul style="list-style-type: none"> <li>Water and Solvents: Water spray on equipment from cleaning inside the bus, industrial solvents used to clean the farebox and remove graffiti, and rain, mud, snow, slush and de-icing chemicals that may come in contact with equipment.</li> </ul> <p>The Vendor shall identify in the proposal any components (e.g. displays, windows, etc.) that are not solvent resistant.</p>		

## 2.3 Revenue Transfer Requirements

The revenue transfer equipment shall include: vaults with built-in safe, garage computer, fixed and portable probes, and as a priced option, vault for mobile safe and mobile safe. The following sections relate to the requirements of the revenue transfer.

### 2.3.1 GENERAL REQUIREMENTS

Item	Description	Compliance	Comment
.1	A positive and complete discharge of a full cashbox into the revenue receiving equipment shall be achieved in not more than ten (10) seconds, as measured from the time the cashbox is inserted into the revenue receiver to the time it is removed.		
.2	Typical data transfer using a fixed probe, including a full exchange of data and authorization of release of the cashbox access door, shall not exceed one (1) second. The Vendor may propose a wireless data transfer to expedite the data retrieval process.		

### 2.3.2 VAULT WITH BUILT-IN SAFE

This type of vault structure shall contain a revenue collection receiver and a built-in safe. The vault shall be permanently installed at the location specified by NIAGARA FALLS TRANSIT, and shall serve as a secure weather resistant housing for the revenue collection receiver and built-in safe.



2.3.2.1 Physical Requirements

The vault with built-in safe shall comply with the following physical requirements:

Item	Description	Compliance	Comment
.1	The bill compartment of the built-in safe shall be separate from the coin compartment.		
.2	The bill compartment of the built-in safe shall be capable of holding no less than 15,000 pieces of paper fare media (bills and tickets). The coin compartment shall be capable of holding no less than \$20,000 in mixed Canadian coins.		
.3	The vault shall have separate revenue discharge doors for coins and bills/tickets.		
.4	Revenue discharge doors shall be on the opposite side of the cashbox receptor.		
.5	The vault shall have structural provisions for permanently mounting the vault to a concrete pad or floor by a minimum of four (4) anchor bolts for each vault.		
.6	Construction of the vault shall be highly resistant to any physical attempt to compromise security.		
.7	The vault, if requiring 110V power supply, shall display a CSA sticker on its exterior.		

2.3.2.2 Functional Requirements

The vault with built-in safe shall comply with the following functional requirements:

Item	Description	Compliance	Comment
.1	Coins shall be discharged from the mobile safe by means of gravity utilizing sloped stainless steel bottom surfaces.		
.2	Revenue discharge doors and openings shall be securely designed to prevent exposure of revenue except when opened in an authorized manner.		
.3	When any revenue discharge door is open, the revenue collection receiver mechanism and its operating crank shall be inoperative. When all doors are closed and properly locked, the crank may be rotated to open the cashbox.		
.4	Once a revenue transfer process has started (i.e. a cashbox has been opened), the full transfer cycle must be completed before the cashbox can be removed.		

Item	Description	Compliance	Comment
.5	The design and construction of the system shall be such that any wear and tolerance build-up due to rough use that may cause a misalignment of the interfaces between the cashbox and receiver is accommodated by compensating adjustments to the system.		

2.3.3 VAULT FOR MOBILE SAFE

The vault for mobile safe shall be provided as a priced option. This type of vault structure shall contain a revenue collection receiver and a mobile safe. The vault would be permanently installed at the location specified by NIAGARA FALLS TRANSIT, and shall securely house a mobile safe for revenue transfer.

2.3.3.1 Physical Requirements

The vault with mobile safe shall comply with the following physical requirements:

Item	Description	Compliance	Comment
.1	The vault shall be a free-standing structure containing a revenue collection receiver and space for one mobile safe.		
.2	The vault shall be equipped with a door to permit access to the revenue collection receiver and a separate door to the mobile safe. The lock shall be high-security and durable.		
.3	The interior of the vault shall have durable guide rails/ plates to guide and position the mobile safe for insertion or removal.		
.4	The vault shall have structural provisions for permanently mounting the vault to a concrete pad or floor by a minimum of four (4) anchor bolts for each vault.		
.5	Construction of the vault shall be highly resistant to any physical attempt to compromise security.		
.6	The vault with mobile safe, if requiring 110V power supply, shall display a CSA sticker on its exterior.		

2.3.3.2 Functional Requirements

The vault with mobile safe shall comply with the following functional requirements:

Item	Description	Compliance	Comment
.1	Revenue transfer shall only be feasible when all of the following requirements are met:		
	<ul style="list-style-type: none"> <li>The mobile safe is in position;</li> </ul>		

	<ul style="list-style-type: none"> <li>The mobile safe is properly locked within the vault enclosure (i.e. the vault access door is closed);</li> </ul>		
	<ul style="list-style-type: none"> <li>The mobile safe cash inlet doors are fully open;</li> </ul>		
	<ul style="list-style-type: none"> <li>The cashbox has been properly inserted into the receiver.</li> </ul>		
.2	Once a revenue transfer process has started, the full transfer cycle must be completed before the cashbox can be removed.		
.3	The mobile safe shall be removable from its enclosure only after all vault openings are securely closed.		
.4	The vault enclosure doors may be closed without the presence of a mobile safe, however revenue transfer shall not be accepted.		
.5	The design and construction of the system shall be such that any wear and tolerance build-up due to rough use that may cause a misalignment of the interfaces between the cashbox and receiver is accommodated by compensating adjustments to the system.		

2.3.4 MOBILE SAFE

The mobile safe shall be provided as a priced option. The mobile safe shall be designed and constructed for use in conjunction with a vault for mobile safe described in Section 2.3.3.

2.3.4.1 Physical Requirements

The mobile safe shall comply with the following physical requirements:

Item	Description	Compliance	Comment
.1	The mobile safe shall have separate revenue compartments for coins and bills/tickets secured by a high security lock. The bill compartment shall be separate from the coin compartment.		
.2	The bill compartment of the mobile safe shall be capable of holding no less than 15,000 pieces of paper fare media (bills and tickets). The coin compartment shall be capable of holding no less than \$20,000 in mixed Canadian coins.		
.3	The mobile safe shall be constructed of heavy-duty steel so assembled as to not allow access to the contents of the mobile safe other than through authorized protected apertures. Each of these shall be secured with high security locking system.		

Item	Description	Compliance	Comment
.4	The mobile safe shall have a reinforced lower section so that it may be lifted by means of a forklift without deformation. A channel guide structure for the forklift shall be designed to support full load conditions with appropriate safety provisions.		
.5	The mobile safe shall be equipped with four (4) wheels, two fixed and two with 360-degree swivel capability. Handles shall be provided so as not to protrude beyond the envelope of the mobile safe. Heavy-duty casters shall be supplied such that the mobile safe can safely overcome a 3-centimetre floor transition and 5-centimetre floor gap.		

2.3.4.2 Functional Requirements

The mobile safe shall comply with the following functional requirements:

Item	Description	Compliance	Comment
.1	Coins shall be discharged from the mobile safe by means of gravity utilizing sloped stainless steel bottom surfaces.		
.2	Revenue discharge doors and openings shall be securely designed to prevent exposure of revenue except when opened in an authorized manner.		
.3	A heavy-duty “deadman” braking system shall be provided to, at default, engage brakes on the two fixed wheels so that a fully loaded mobile safe shall be held in stationary position on a maximum six (6) degree incline.		

2.3.5 GARAGE COMPUTER

Item	Description	Compliance	Comment
1	Garage computer functionality is required to control and manage the transfer of farebox data.		

2.3.5.1 Physical Requirements

The garage computer shall comply with the following physical requirements:

Item	Description	Compliance	Comment
.1	The garage computer shall be a rugged desktop workstation that includes a processor, 23" LCD monitor, keyboard, pointing device, 1500 W. UPS, 8 USB ports, DVD burner and sufficient communication ports to host up to four (4) probes (fixed or portable) and two (2) receiver vaults or cash counting stations.		
.2	The garage computer operating system shall have sufficient storage of no less than thirty (30) days of data from the fareboxes based on daily probing.		

2.3.5.2 Functional Requirements

The garage computer shall comply with the following functional requirements; as identified previously.

Item	Description	Compliance	Comment
.1	The garage computer shall be configured as a host. Its primary purpose shall be to poll and communicate with the probes, distribute data to the fareboxes, collect and consolidate data from the fareboxes, and monitor all revenue collection and transfer system operations, and provide reporting from the database.		
.2	The garage computer shall directly control and manage the probe (Section 2.3.6). The garage computer shall verify that only one set of data has been received from the farebox.		
.3	The garage computer shall be protected via password and user code combinations for various levels of access authorization.		
.4	The garage computer shall support multitasking, data access services, application logic, security, report generation and system administration.		
.5	The garage computer shall manage all data transfers to/from the farebox.		
.6	The garage computer shall provide localized maintenance and revenue service reports.		

.7	The garage computer shall monitor the revenue service equipment and activate an alarm if a cashbox is not inserted into the revenue service equipment within a configurable amount of time after being released from the farebox.		
.8	The garage computer shall activate an alarm if a full or otherwise invalid cashbox is inserted into farebox.		

2.3.6 PROBE SYSTEM

Fixed wire data transfer units (probes) shall be provided for the accurate exchange of fare collection data between the farebox and the garage computer). Portable wireless probe shall be provided for maintenance and repair.

2.3.6.1 Physical Requirements

The probe system shall comply with the following physical requirements:

Item	Description	Compliance	Comment
.1	Fixed probes shall be mounted to the garage wall on a spring-loaded arm, via rugged reinforced cabling. The probe cable shall be configured so as to allow decoupling of the probe head from the probe line, enabling secure storage and effective disabling of the probes during off-shift hours. Cables shall be flexible at low temperatures and resistant to salt, moisture, abrasion and fuel.		
.2	Fixed probes shall be supported by a retractor mechanism designed to support the cable when not in use.		
.3	All probes shall be durable enough to withstand the harsh use of garage operations. Probes shall be impervious to diesel fuels, gasoline, oil, transmission fluid road salt, cleaning solvents and be waterproof.		
.4	Probes shall be able to sustain accidental drops onto a concrete floor from a height of up to 1.5 metres, without suffering operational impediment or damage.		
.5	Probes shall be able to withstand being completely submerged in water.		

2.3.6.2 Functional Requirements

The probe system shall comply with the following functional requirements:

Item	Description	Compliance	Comment
.1	The probes shall have direct communication capability with the garage computer.		

Item	Description	Compliance	Comment
.2	The probe system shall be directly controlled and managed by the garage computer.		
.3	The probes shall allow for unlocking, extracting information from, updating fare tables in, and resetting the fareboxes.		
.4	The probe system shall be capable of fully downloading all fare configuration and application logic programs onto the farebox without the need to replace physical components or electronic chips.		
.5	Provisions must be made to ensure all fare collection system data is transmitted with 100% accuracy. Failed or interrupted transmissions shall not compromise the integrity of the data or security of the system. Data transferred from the farebox shall not be purged or written over in the farebox until a successful transfer is confirmed.		
.6	The farebox interrogation and revenue collection procedure shall be secure and efficient. Data transfer between farebox and garage computer shall be authorized only when the probe has been made active in an approved log-on manner.		
.7	Portable store-and-forward data transfer units (portable probes) shall be provided with the system for maintenance and repair. These probes shall use near-contact data communication technology, and have indirect communication capability with the garage computer.		
.8	Encryption shall restrict probes (fixed, portable) from being used on other transit agencies' vehicles.		
.9	Portable probes shall be supplied as part of the farebox system for maintenance and repair, and shall include a docking station or other means of ensuring information is not lost.		

2.3.7 ENVIRONMENTAL REQUIREMENTS

All revenue collection (garage) equipment shall comply with the following environmental requirements:

Item	Description	Compliance	Comment
.1	Equipment located in the fuelling bay shall be rated to Canadian Electrical Code Part 1, Section 18 Hazardous Locations, 18-006 Class 1, Zone 1 location.		

Item	Description	Compliance	Comment
.2	The security and accuracy of the garage revenue collection system shall not be reduced under any circumstance of temperature, humidity, moisture, wind, dust, sunlight, or other weather condition.		
.3	The revenue collection equipment shall function as specified without degradation of performance under the following environmental conditions:		
	<ul style="list-style-type: none"> <li>Temperature range: -15°C to +50°C plus direct sunlight effects to +65°C;</li> </ul>		
	<ul style="list-style-type: none"> <li>Humidity range: 0% to 95% relative humidity (non-condensing);</li> </ul>		
	<ul style="list-style-type: none"> <li>Precipitation: Driving rain, exterior condensation and icing effects, plus wind gusts of up to 45 km/h;</li> </ul>		
	<ul style="list-style-type: none"> <li>Contaminants: Airborne dust particles, diesel oil, lubricating oil, diesel engine exhaust, cleaning solvents;</li> </ul>		
	<ul style="list-style-type: none"> <li>Interference: EMI from bus equipment and other electrical equipment in the vicinity.</li> </ul>		

2.4 System Requirements

2.4.1 A sample list of reports used by NIAGARA FALLS TRANSIT will be provided to the successful proponent.

2.4.2 Functional requirements

The System shall generate, at a minimum, the following standard reports:

Item	Description	Compliance	Comment
.1	The Daily Summary Report shall include, at a minimum, the following, by time and farebox:		
	<ul style="list-style-type: none"> <li>Fare collection:                             <ul style="list-style-type: none"> <li>Running total collected by route, block/key, date, and bus identification number;</li> <li>Pass usage by route, block/key, date, and bus identification number;</li> <li>Ridership/revenue exceptions, e.g. ridership for special fare days;</li> </ul> </li> </ul>		



Item	Description	Compliance	Comment
	<ul style="list-style-type: none"> <li>○ Ridership/fare transactions by fare type, including transfers accepted and issued, and passes.</li> </ul>		
	<ul style="list-style-type: none"> <li>● Operator login and logouts, including auto-logouts (after long period of inactivity);</li> </ul>		
	<ul style="list-style-type: none"> <li>● History of cashbox removals;</li> </ul>		
	<ul style="list-style-type: none"> <li>● Diagnostic reports outlining problems that require the attention of maintenance staff, including but not limited to:</li> </ul>		
	<ul style="list-style-type: none"> <li>○ Preventative maintenance due;</li> </ul>		
	<ul style="list-style-type: none"> <li>○ Electrical errors – cold/hot starts;</li> </ul>		
	<ul style="list-style-type: none"> <li>○ Multiple pedestal door openings;</li> </ul>		
	<ul style="list-style-type: none"> <li>○ Coin mechanism/bill transport malfunction (misreads, etc.).</li> </ul>		
	<ul style="list-style-type: none"> <li>● Exception reports that list events including, but not limited to:</li> </ul>		
	<ul style="list-style-type: none"> <li>○ Unknown driver/route/block/trip numbers;</li> </ul>		
	<ul style="list-style-type: none"> <li>○ Fares registered without a driver logged on;</li> </ul>		
	<ul style="list-style-type: none"> <li>○ Cashbox alarms, bypass alarms;</li> </ul>		
	<ul style="list-style-type: none"> <li>○ Magnetic card swipe reader alarms;</li> </ul>		
	<ul style="list-style-type: none"> <li>○ Memory clears;</li> </ul>		
	<ul style="list-style-type: none"> <li>○ Time discrepancies between farebox and system (greater than 2 minutes);</li> </ul>		
	<ul style="list-style-type: none"> <li>○ Buses not probed;</li> </ul>		
	<ul style="list-style-type: none"> <li>○ Bus probed more than once in day.</li> </ul>		
.2	The Monthly Summary Report shall summarize all activity for a single garage and/or fleet-wide for a given month, as specified by NIAGARA FALLS TRANSIT. Totals shall be given for all fare sets and fare media by day, and totalled by month.		
.3	Monthly exception reports shall be generated if the total value of coins registered daily by the farebox and the total value actually collected (where manually inputted) do not match up within a configurable tolerance.		
.4	The Annual Summary Report shall summarize the information given in the Monthly Summary Reports. Totals shall be given by week, quarter and year to date.		

Item	Description	Compliance	Comment
.5	Route Summary Reports shall summarize all totals by route for a given day (single garage or fleet-wide), month or selected period.		
.6	The system shall include the following additional standard reports:		
	<ul style="list-style-type: none"> <li>o Route Revenue By Time Summary Report</li> </ul>		
	<ul style="list-style-type: none"> <li>o Route By Run By Time Summary Report</li> </ul>		
	<ul style="list-style-type: none"> <li>o Serial Number Pass Report</li> </ul>		
	<ul style="list-style-type: none"> <li>o Summary Pass Report</li> </ul>		
	<ul style="list-style-type: none"> <li>o Revenue Collection By Time Summary Report</li> </ul>		
	<ul style="list-style-type: none"> <li>o Revenue Collection By Time Detail Report</li> </ul>		
	<ul style="list-style-type: none"> <li>o Farebox Event Report</li> </ul>		
	<ul style="list-style-type: none"> <li>o Event Log Summary Report</li> </ul>		
	<ul style="list-style-type: none"> <li>o Probe Detail Report;</li> </ul>		
	<ul style="list-style-type: none"> <li>o Vault Revenue Report;</li> </ul>		
	<ul style="list-style-type: none"> <li>o Probe Summary Report;</li> </ul>		
	<ul style="list-style-type: none"> <li>o Bad Driver, Route, Run ID's Exception Report</li> </ul>		
	<ul style="list-style-type: none"> <li>o Electronic Transfer Report</li> </ul>		
.7	<p>The system shall allow the creation of custom reports of any data gathered by or stored within the system including the archived data, using Crystal Reports, MS Excel, or MS Access.</p> <p>Complete documentation shall be provided, including Entity Relationship Diagrams and/or Data Models, regarding methods of transferring data from the system database to commercial database/spreadsheet programs. Documentation shall be included as part of Operations and Maintenance Documentation (Section 7.2).</p>		
.8	Farebox data shall be exportable to Excel to support more detailed analysis.		
.9	The system shall generate system backup and restoration reports in the event of power failure or other unplanned system shutdown.		

2.4.3 SYSTEM INTERFACES

The system shall comply with the following interface requirements:

Item	Description	Compliance	Comment
.1	The system shall be capable of exporting data in standard formats (e.g. XML, ASCII).		
.2	The farebox server shall allow for VPN access for the Vendor to provide remote maintenance over the internet. VPN access shall be controlled by the City of Niagara Falls IT Department, and shall only be possible on an as-needed basis. The IT Department must be able to observe the Vendor's activities while connected, and shall be able to terminate access once the work is done.		

2.4.4 SYSTEM SECURITY REQUIREMENT

The system shall comply with the following security requirements:

Item	Description	Compliance	Comment
.1	The Vendor shall implement system security features according to a System Security Plan, which the Vendor shall propose and submit to NIAGARA FALLS TRANSIT for approval, as part of the System Design Document (Section 4.4).		
.2	The system shall be designed to prevent unauthorized access, and to facilitate only authorized access. The system shall support Active Directory or LDAP authentication.		
.3	The system shall maintain a transaction log that records all uses of passwords to access reports, the reports accessed, editing/making changes to the database and the system logon and logoff times. The transaction log shall maintain this information for a minimum of sixty (60) days. Editing of data in the log shall be possible only with the highest-level password.		
.4	The system security shall provide features to maintain data integrity, including error checking, error monitoring, error handling and encryption.		
.5	Features shall be provided to ensure that all system-created files are uniquely identified, and that no files are lost or missed during data transfer.		
.6	Verification features shall be provided to confirm that there have been no losses of data at any point in the transfers.		

Item	Description	Compliance	Comment
.7	Verification features shall be provided to confirm that there have been no unauthorized changes to, or destruction of, data.		
.8	Features shall be provided to automatically detect, correct and prevent the propagation of invalid or erroneous data throughout the system.		
.9	The system shall have a proper fail-over procedure developed in collaboration with IT staff and articulated as part of the System Security Plan (Section 4.4) for NIAGARA FALLS TRANSIT approval. The fail-over procedure shall ensure no data is lost, corrupted or breached in case of system malfunction.		
.10	All systems, subsystems and devices shall allow only authorized users access.		
.11	All security breach detections shall be confidential, and accessible only to users with appropriate access permission.		
.12	Security provisions for owned and non-owned communications networks shall be described.		
.13	For all data transactions, the system security shall include authentication features to verify that all claimed source, recipient or user identities are correct and valid.		
.14	All data transactions shall include non-repudiation features to verify message content, and resolve claims that data was not correctly originated or received by a certain user.		

## 2.5 Peripheral Equipment

### 2.5.1 MAGNETIC CARD OFFICE MACHINE

Item	Description	Compliance	Comment
.1	Magnetic card office machines shall be provided to print and encode magnetic stripe cards. Printers shall be stand-alone and shall be installed at locations identified by NIAGARA FALLS TRANSIT.		
.2	Printers shall be capable of encoding cards with agency-configurable information, for example ticket type (monthly, etc.), ticket tracking number, validity period, etc. The magnetic cards shall be capable of being re-encoded.		
.3	Printers shall have an intuitive operator interface for keying information in or instructions (for example a keypad with display screen or a touch screen) and a card swipe unit to allow the user to perform, at a minimum, the following:		
.4	<ul style="list-style-type: none"> <li>• Login/logout</li> </ul>		
.5	<ul style="list-style-type: none"> <li>• Encode new magnetic cards</li> </ul>		
.6	<ul style="list-style-type: none"> <li>• Determine the validity and value of an existing card</li> </ul>		
.7	<ul style="list-style-type: none"> <li>• Cancel valid cards and create a replacement card</li> </ul>		
.8	Printers shall require a secure operator login before they can be operated. The Vendor shall provide details on access security procedures, including procedures on prompting operators to logout at the end of usage.		
.9	Printers shall issue receipts for all transactions. Receipts shall include agency-configurable information, including, at a minimum: time and date, type of transaction, method of payment, total value paid, change issued (if using cash), etc.		

.10	Printer shall be connected to the farebox system, and shall provide the system with daily transaction-level data reports for all transactions. Data reports shall be agency-configurable, and shall potentially include all available details on each transaction including card number, value, validity period, time issued/cancelled/read, method of payment (if applicable), operator on duty, etc. Data reports shall also include other information including operator login attempts, operator shifts, and any exception reports.		
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### 3 PROJECT MANAGEMENT AND DOCUMENTATION

#### 3.1 General Requirements

The Vendor shall prepare a Master Schedule of Work in Gantt format using MS Project to be submitted following Notice to Proceed. The schedule shall identify the manufacture, delivery, and installation (if specified) of equipment, training programs, test procedures, and delivery of documentation. The schedule shall also show NIAGARA FALLS TRANSIT and any third party responsibilities and activities in the timeline.

The schedule shall be updated by the Vendor on a monthly basis to reflect the progress attained in the previous month and the anticipated changes in the future.

The Vendor shall provide written, monthly progress reports to accompany the updated schedule.

The Vendor shall convene regular progress review meetings, such as:

- Monthly design/contract review meetings with NIAGARA FALLS TRANSIT;
- Technical and contractual interface meetings with Sub-contractors, if any.

#### 3.2 Implementation Schedule

The Vendor shall deliver the Farebox Collection System according to the following implementation schedule:

Milestone	Allowable Calendar Time
Notice to Proceed	NTP
Master Schedule of Work	Updated monthly
Project Binder	NTP + 30 days
Preliminary Design/System Design Document Completed	NTP + 45 days
Draft Final Design/System Design Document Completed	NTP + 65 days
Final Design/System Design Document Completed	NTP + 90 days
Factory Acceptance Test (FAT) Procedures	FAT - 21 days
Factory Acceptance Test	NTP + 120 days
Training Materials	Training - 30 days
O&M Documentation	Training - 21 days

Installation Test Procedures	Installation Start - 21 days
Training	Installation Start - 7 days
Installation & Installation Tests	NTP + 150 days
System Acceptance Test (SAT) Procedures	Individual SAT - 21 days
System Acceptance Test	NTP + 175 days
As-built System Design Document	With SAT
Final O&M Documentation (if updated)	With SAT
Warranty	SAT + 1 year

### 3.3 Summary of Documentation Deliverables

Documentation to be submitted to NIAGARA FALLS TRANSIT under this Contract includes:

- Master Schedule of Work, as summarized in Section 3.2;
- Project Binder, as summarized in Section 3.5;
- System Design Document, as summarized in Section 4.4;
- Test Procedures and Results, as summarized in Section 6.5;
- Training Materials, as summarized in Section 7;
- Operations and Maintenance Documentation including user manuals, as summarized in Section 7.2; and
- Maintenance logs and deliverables, as summarized in the Maintenance Support Agreement.

### 3.4 Documentation Submission Requirements

With the exception of training materials, one (1) set of all documentation and written work products shall be provided to NIAGARA FALLS TRANSIT, both in electronic format (PDF) on CD-ROM and in hard copy.

All training documentation and manuals shall be provided to NIAGARA FALLS TRANSIT in both electronic format (PDF) on CD-ROM and three (3) hard copies.

Equipment installation drawings shall be prepared in AutoCAD (native file format) and Adobe Acrobat. Both formats shall be included in the submission.

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



With the exception of the Preliminary and Draft Final Design documents as set forth in Section 4, all document comments and responses will be processed through written correspondence. The Vendor may be required from time to time to meet to discuss certain comments as part of ad-hoc or other scheduled meetings. The Vendor shall be responsible for consolidating and rationalizing comments, and identifying any areas of apparent conflict between the comments. The Vendor shall demonstrate that all comments have been incorporated, or if not shall provide explanation why specific comments were not incorporated.

The Vendor shall include review of documentation submissions in their schedule (as identified in Section 4) and shall include the necessary time and resources to modify the documentation to incorporate comments.

### 3.5 Project Binder

The Vendor shall prepare a Project Binder that consists of the following:

- Project Management/Work Plan detailing the proposed approach to completing the project, including identification of relevant tasks and an organization/contact chart of personnel;
- Quality Plan detailing the successful vendor's Quality Assurance procedures, including change management;
- Installation Plan, as relevant to Section 5;
- Acceptance Test Plan detailing the approach to system testing (as relevant to Section 6);
- Training Plan detailing course content, training time requirements, and who should attend (as relevant to Section 7);
- Maintenance & Operations Support Plan that describes routine maintenance measures, response for repairs, communications service, and operations support (as relevant to Section 8); and
- Statement of Warranty conforming to Section 9.

## 4 ENGINEERING AND DESIGN

The design process for the farebox shall comprise of three phases: Preliminary Design, Draft Final Design, and Final Design, as described below. Each of the design phases will include submission of the parts or all of the System Design Document (Section 4.4).

Following the Preliminary and Draft Final Design submissions, NIAGARA FALLS TRANSIT will review and provide comments within one week.

The Vendor shall then have one week to consolidate and respond to the comments received.

The Vendor shall attend Preliminary and Draft Final Design meetings to discuss the comments and proposed responses. Such meetings shall be scheduled to take place shortly after the Vendor has had a chance to respond to comments. The meeting will be used to reach agreement on any outstanding issues raised through the review process. The Vendor shall be expected to issue notes with agreed upon action items following from the meeting.

The Vendor may only proceed from one phase of the project to the next following written approval, such approval not to be unreasonably withheld.

### 4.1 Preliminary Design

The Preliminary Design is associated with establishing the necessary information related to Items 1-11 of the System Design Document (SDD) outlined in Section 4.4. At the completion of this stage, the Vendor will be expected to submit a preliminary SDD including, at a minimum, the information related to the above referenced items. To do so, it is expected that site visits and the use of a farebox mock-up will be required.

#### 4.1.1 SITE SURVEYS

As part of the Preliminary Design, the Vendor is expected to identify any risks or issues that may arise related to existing conditions at the NIAGARA FALLS TRANSIT's facility. A series of site surveys are anticipated to help the Vendor collect necessary information to complete the task. The Vendor shall visit all relevant locations related to installation of fare system equipment including but not limited to:

- Revenue extraction area;
- Revenue processing area;
- Vehicles;
- Server rooms;
- Installation bays;
- Maintenance and repair facilities;
- All coach types and configurations.

The Vendor shall meet with the City of Niagara Falls IT department to agree on system security measures including wording about firewall, data encryption/privacy, communication, etc. A System Security Plan shall be included as part of the System Design Document as specified in Section 4.4.

#### 4.1.2 FAREBOX LOCATION

The Vendor shall be responsible for identifying the preferred farebox installation location for all coach types and configurations. Documentation including drawings (dimensioned sketches are acceptable) and photographs illustrating the proposed farebox locations shall be submitted.

To identify the optimum positioning of the farebox on each bus type, the Vendor is expected to supply and use a mock-up of the farebox. NIAGARA FALLS TRANSIT staff will accompany the Vendor on their site visits to help determine the optimal location, and will make available in the yard different coach types and variants. Use of the mock-up will also help to properly assess grab rail modifications, base plate requirements, etc.

The farebox shall be positioned for ease of passenger movement and driver operation, with maximum consideration for passengers with disabilities. Specifically, placement of farebox on low-floor buses must allow for passage of a wheelchair from front door lift (if so equipped), through the vestibule to the passenger section. Furthermore, the farebox shall be positioned so that it will not interfere with access to any other units on the bus, and will permit complete unrestricted opening of all maintenance lids, doors and other access panels. The farebox shall not interfere with any aspect of the operation of the bus, including the access of the driver to their seat or access to operation of the wheelchair lift (if so equipped). The farebox shall not restrict the operator's view of the steps, any part of the bus windshield or any part of the interior of the bus.

## 4.2 Draft Final Design

At the completion of this stage, the Vendor is expected to submit a Draft Final System Design Document (SDD) including, at a minimum, Items 1-17 of the SDD outlined in Section 4.4.

#### 4.2.1 SITE VISITS

During the Draft Final Design stage, NIAGARA FALLS TRANSIT will accommodate and arrange for additional site visits should the Vendor deem them beneficial to furthering the design.

The Vendor will be required to present the Draft Final Design and respond to questions or comments. Such comments shall augment any written comments provided separately.

#### 4.2.2 OPERATOR FEEDBACK

During the Draft Final Design phase, one working farebox prototype unit shall be delivered to NIAGARA FALLS TRANSIT. The farebox prototype shall be loaded with software by the Vendor so as to simulate operations and allow for driver interface.

NIAGARA FALLS TRANSIT shall use the farebox prototype to solicit feedback from operations and maintenance staff related to the interface programming which will then be provided to the Vendor.

## 4.3 Final Design

At the completion of this stage, the Vendor is expected to submit a Final System Design Document (SDD) including all items (No. 1-17) listed in Section 4.4.

The Final Design shall incorporate suitable modifications for all problems identified through the design process. Modifications and additions desired by NIAGARA FALLS TRANSIT that cannot be implemented shall be raised by the Vendor and agreed upon by the Agency at the preceding Design/Contract Review meeting.

#### 4.3.1 SITE VISITS

During the Final Design stage, NIAGARA FALLS TRANSIT will accommodate and arrange for additional site visits should the Vendor deem them beneficial to furthering the design.

### 4.4 System Design Document

The System Design Document (SDD) shall include, as a minimum, the following information:

1. Overall system schematic and architecture;
2. Detailed description of all subsystems and equipment and hardware, including functional description, interface descriptions, communications loading details, material specifications (i.e. environmental, electrical etc), Material Selection Documentation (MSD), configuration details and installation details;
3. Detailed description of all software, including functional description, system interface descriptions, Graphical User Interface descriptions, database design documentation, standard reports, report configuration utilities. The software description may be supplemented by screenshots of relevant features;
4. Detailed description of external interfaces including message structure and protocols, such that a third party CAD/AVL vendor could interface to the farebox equipment.
5. Detailed description of hardware specifications, availability and reliability figures and configuration details, including but not limited to System equipment and server to be procured by the clients as articulated in Section 2.
6. Major assumptions and risks;
7. Standards compliance plan;
8. Detailed placement of all relevant equipment on the bus, and at the garage;
9. Detailed and descriptive design and installation drawings for each bus class;
10. Detailed handrail modification for each bus type as required;
11. Detailed wiring location, size, identification, and clamping;
12. Detailed power pick-up location and circuit breaker locations;
13. Detailed cabling requirements;
14. Location of necessary drilled holes and data feeds;
15. Detailed descriptions of information, materials and timing required by the Vendor by other parties;
16. System Security Plan, describing security features of the System including fail-over procedure, firewall, data encryption/privacy, communication, etc. The wording of the System Security Plan shall be discussed and agreed upon with City of Niagara Falls's IT staff during the Preliminary Design Phase, as specified in Section 4.1.
17. Maintenance Testing and Repair documentation, as related to Section 10.2.

18. List of Spare Parts and Consumables.

Updates to the System Design Document shall be made after farebox installation to reflect any changes made during the installation phase, including as-built design drawings.

## 5 INSTALLATION REQUIREMENTS

### 5.1 General Requirements

The Vendor shall be responsible for training NIAGARA FALLS TRANSIT staff to perform the fare-box and equipment installations and for all work, materials and expenses related to full system integration at NIAGARA FALLS TRANSIT. A point of contact shall be provided from NIAGARA FALLS TRANSIT during the installations to assist in work scheduling and coordination.

All installation work shall be described in the Installation Plan as described in Section 5.1.2, and submitted to the Agencies prior to installation for approval.

#### 5.1.1 SHIPPING AND RECEIVING

All equipment and material shipments shall be accompanied by a bill of lading and other information as needed to allow equipment and materials to be formally received by NIAGARA FALLS TRANSIT. NIAGARA FALLS TRANSIT staff will receive shipments and provide a normal visual inspection to detect obvious shipping damage, but shall bear no responsibility for hidden or other damage that could not otherwise be visually detected from the exterior of the shipment by a lay person.

Once received, the Vendor shall perform a delivery inspection and shall be responsible for issuing any damage claims and reports. The Vendor shall also be responsible for unpacking and preparing all hardware as may be required in advance of installation, and shall retain any farebox shipping crates for salvage of existing fareboxes. A designated space for storing shipped or unpacked hardware shall be provided.

Shipping shall be FOB destination with freight, taxes and duties prepaid.

#### 5.1.2 INSTALLATION PLAN

As part of the Project Binder, the Vendor shall provide a description of proposed installation plans, by class of vehicle, for approval. The Installation Plan shall include but not be limited to the following:

- Installation Training schedule for training of NIAGARA FALLS TRANSIT staff
- Installation process;
- Identification of required vehicle service pit space and work area;
- Installation rate (i.e. number of vehicle installations per day per crew);
- Process for removal of old farebox equipment;
- Process to ensure proper bus numbers, lock codes, fare tables and other information as required is downloaded prior to release for revenue service;
- Process to ensure all farebox functions operate correctly prior to acceptance for revenue service;
- Process for installation and acceptance of the garage computer system, the Revenue Collection System, and the Portable Data Unit;
- Process for installation and acceptance of the System including hardware, software and communications infrastructure.

## 5.2 Farebox Installation Requirements

Installation of the fareboxes shall occur at the NIAGARA FALLS TRANSIT central garage and NIAGARA FALLS TRANSIT staff shall be available to install fareboxes. The Vendor shall provide training required to complete all necessary modifications and installations for the entire fleet. The Vendor shall also be required to provide complete oversight of all installation activities and assume responsibility for successful completion.

NIAGARA FALLS TRANSIT staff shall have the right to review or oversee any work, and no coach modifications shall be made without vehicle maintenance staff approval.

Full system installation shall take no longer than one (1) long weekend (i.e. 3 days).

All on-board farebox equipment, subsequent to installation and testing, shall be complete in every aspect and suitable for revenue service.

All equipment shall be installed in a manner that allows for simple replacement in the event of failure.

Equipment shall allow for easy installation onboard without major disassembly of the vehicle.

## 5.3 Revenue Transfer Requirements (Garage)

Revenue collection vaults shall be installed at the location specified by NIAGARA FALLS TRANSIT.

The Vendor shall be responsible for the running of any overhead or underground cables or conduits from probe points to the system server. Vendor shall provide all equipment and materials, including cabling. All plans for such work shall meet all requirements of municipal and provincial building codes.

Equipment located in the fuelling bay shall be rated to Canadian Electrical Code Part 1, Section 18 Hazardous Locations, 18-006 Class 1, Zone 1 location.

The Vendor shall be responsible for the pouring of concrete foundations where necessary.

The Vendor shall be responsible for installation and setup of the Garage Computer and probes, as necessary.

## 5.4 System Requirements

Vendor is responsible for application and database installation and configuration.

All specifications must comply with the IT department standards.

Software in the Farebox Application and Database system (servers) in combination with the UPS capability shall allow for a graceful shutdown of the system.

## 5.5 Hardware Requirements

All external screws, nuts, and locking washers shall be stainless steel or an approved alternate non-corrosive material; no self-tapping screws shall be used unless specifically approved. All parts shall be made of corrosive resistant material.

All device enclosures shall contain an easily accessible master circuit breaker that will remove power from the equipment when tripped. Circuit breakers shall clearly indicate when they have been tripped; all enclosures, chassis, assemblies, panels, switch boxes, terminal boxes, exposed metal equipment and metal shall be securely mounted and grounded.

Conductors carrying fifty (50) volts or more shall not be bundled with any lower voltage conductors,

Wire dress shall allow sufficient slack for three additional "re-terminations" without excess tension,

Wire splices are not permitted,

Wire and cable ties shall not be so tight as to cause indentation and damage to the insulation.

All connectors shall be in accordance with their applicable standard.

All PCB edge connectors shall meet or exceed the requirements of the bus standard employed.

Ribbon connectors shall terminate with properly rated and easily repairable insulation displacement connectors. If available, ejector latches should be provided at all connection points to facilitate the removal of connectors.

All wiring shall be colour coded, and shall be neatly, clearly and indelibly labelled at both ends of the connection.

All wiring shall include a 15% overrun.

Adhesive-mounted bases shall not be used to support wire ties or cable supports.

All conductors within each enclosure shall be installed free from metal edges, bolt heads, and other sharp or interfering points.

All conductors providing connections between components shall be provided with strain-relief, and be clear of moving objects that could damage either the conductor or the object.



Where wires pass through openings, appropriate bushings shall be provided to protect the integrity of the wiring insulation.

All terminations and cables shall be clearly indexed, labelled and schematically identifiable.

All wire labels shall be non-metallic and shall resist standard lubricants and cleaning solvents.

When components shall be connected to each other through individual wires, the wiring shall be incorporated into a wiring "harness," where each branch of each circuit can be separated from others for troubleshooting.

Protection shall be provided against radio frequency and electromagnetic interference (RFI/EMI) emission sources, as well as internal conductive or inductive emissions.

## 6 TESTING

### 6.1 General Requirements

The following sections describe the various levels of testing envisioned for deployment:

- Factory Acceptance Test (FAT) – a test performed prior to on-site installation, to ensure that the developed components meet all functional and environment requirements and specifications;
- Installation Test – this test is completed on each farebox in the field once it has been installed;
- System Acceptance Test (SAT) – a final test of the entire system to be performed prior to operation, including a 4-week burn-in period.

Test procedures and acceptance criteria shall be submitted to NIAGARA FALLS TRANSIT and agreed upon in advance of the tests, as described in Section 3.2.

Once the procedures have been agreed upon, a test date will be established. NIAGARA FALLS TRANSIT and/or appointed designates shall be provided with the opportunity to witness all test activity, and review/approve the official log of test results as submitted by the Vendor (see Section 6.6).

NIAGARA FALLS TRANSIT or appointed designates shall have the sole authority to approve full or conditional test acceptance.

The Vendor may only proceed from one phase of the project to the next following NIAGARA FALLS TRANSIT approval.

### 6.2 Factory Acceptance Test (FAT)

Factory Acceptance Testing (FAT) shall be performed to ensure that the supplied and developed components meet all functional and environmental requirements and specifications. The Factory Acceptance Test shall be performed only once and prior to any of the onsite installations.

Each requirement listed in the specification shall be tested where possible; if it cannot be tested, compliance shall be proven by corresponding written documentation or certificates.

The Vendor shall use a fully-functional farebox of the same model to be deployed with simulated interfaces to demonstrate complete functionality.

For commercial off-the-shelf products, the FAT may be replaced by stamped quality testing documents.

FAT shall be completed on the software to confirm that the required functionality can be delivered by the software before it leaves the factory environment. The system software FAT may be completed with field devices or components running in simulation mode, or with representative field samples.

### 6.3 Installation Tests

The purpose of the Installation Test is to confirm that each farebox has been installed correctly and is fully functional.

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

At a minimum, the installation test for each unit shall include (as applicable): power-up/power-down tests, log-on/log-off tests, verification of major functions, and verification of operational interfaces to other devices.

### 6.4 System Acceptance Test (SAT)

The System Acceptance Test (SAT) is the final test to be completed. The SAT will only be initiated once all of its individual system elements have been installed and configured and all Installation Tests have been successfully completed.

The SAT looks at the entire system and is completed to ensure that the overall functional requirements are met and is also known as an end-to-end test. Where software interfaces with other software, this interface shall be tested through the SAT for each piece of software.

Each requirement listed in the specification shall be tested or, in case it may not be feasible to test certain functions in the operational environment, evidence for correct function is to be provided.

A representative sample of buses shall be used to test the on-board hardware and system interfaces.

Farebox accuracy shall be tested via monitoring and reconciliation of cash collection for all buses throughout the 4-week burn-in period (Section 6.1).

The SAT will include a 4-week operational performance test wherein the system is tested under full operations to ensure that the performance requirements are met and to measure the system reliability and availability. Major system failures will result in the restart of the test.

### 6.5 Test Procedures

Test procedures for each level of testing must be submitted in accordance with the test plan such that they are approved in advance of the test activity as identified in Section 3.2.

Alongside each set of Test Procedures, a requirements traceability matrix shall be submitted that cross-references the System Design Document, test procedures and original specifications.

In addition to the above, the SAT procedures shall also define minor, major and critical failures and the impacts of each on the burn-in period including test restarts, allowable downtime and process to address failures.

## 6.6 Test Logs

Vendors will be required to keep a log of all tests performed. The log will capture the results for each test procedure, as well as other relevant information including:

- Date/time/location;
- Pass/Conditional Pass/Fail
- Witnesses (Vendor and NIAGARA FALLS TRANSIT representatives); and
- Required actions.

All logs shall be submitted as test reports upon completion of the associated testing stage. Any third party reports or certifications shall be included as well.

## 7 TRAINING

### 7.1 General Requirements

The following summarizes the minimum training to be provided:

Type	Description	Approx. Number of Attendees per Session
Operations Training (“train the trainer”)	On-street use and first level (on-street) maintenance of the farebox	TBD
Farebox Maintenance Training	Maintenance of on-board, data transfer, and revenue transfer equipment	TBD
System Administrator Training	Maintenance and administration of the system	TBD
Applications User Training	Use of application and reporting and data analysis tools	TBD

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

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

Operator Training shall be “train-the-trainer”, i.e. Vendor shall train those Operational representatives from NIAGARA FALLS TRANSIT who will in turn be responsible to train all required staff.

The Vendor shall submit the training curricula, presentations, and materials for review and approval prior to training, as identified in Section 3.2. No training shall commence until these items have been approved by NIAGARA FALLS TRANSIT.

#### 7.1.1 FACILITIES AND MATERIALS

Training shall take place at designated facilities and in advance of the farebox installations.

The Vendor is responsible for providing all training materials, training aids, audiovisual equipment and visual aids for the conduct of these courses;

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

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

### 7.1.2 INSTRUCTION

The training presentations and material shall be in English.

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

## 7.2 Operations and Maintenance Documentation

The Operation and Maintenance Documentation shall be comprised of the Operation and Maintenance (O&M) Manuals, User Manuals and System Administration Manuals. The O&M documentation shall be submitted to NIAGARA FALLS TRANSIT as per Section 3.2.

The O&M manuals shall be a detailed presentation and shall include Entity Relationship Diagrams and/or Data Models, and illustrations where applicable. The operations manual shall not be limited to:

- General description of system components;
- Functional descriptions and block diagram;
- Operating instructions;
- Maintenance and repair procedures and parts list;
- Test procedures;
- Schematic drawings and circuit diagrams;
- Entity Relationship Diagrams/Data Models that can be used for creating custom system reports, and other manuals required for this purpose (see Section 0.7).

The maintenance manual shall contain but not be limited to:

- Description of operation including start-up, shut-down and emergency procedures;
- Installation procedures;
- Complete parts identification diagram and list;
- Troubleshooting procedures;
- Inspection procedures;
- Preventive maintenance procedures and program including seasonal maintenance requirements;
- Repair procedures;
- Diagnostic procedures;
- Wiring diagrams;
- Electrical schematics with board and cable identification;
- Adjustment procedures;
- Equipment arrangement and drawings;
- Names and schedules of all lubricants and cleaners used;
- Other consumable materials for the equipment stating where used, quantity, service intervals and annual consumption.

The Vendor shall provide a parts list for all equipment supplied. The parts list shall identify the manufacturer(s) and model/part number. The Vendor may use manufacturer's data and handbooks for individual items of the equipment that are a sub-component of the overall system. All such documentation shall be contained in similar binders. Where an equipment component is of such a nature that local repairs cannot be made and it must be returned to the factory as a unit for overhaul, specific information concerning its repair and breakdown into component parts shall be provided.

A User Manual shall be provided for the software application as well as for the farebox. The User Manual shall include screen captures or pictures where appropriate and easy to follow instructions to assist the users through all of the tasks that they may need to complete. The User Manual shall include an index, and a quick-reference guide.

A System Administration Manual shall be provided for the software application. The System Administration Manual shall outline all of the configuration parameters, details on how to configure the parameters, back up and recovery process, troubleshooting techniques and technical support information. Fault procedures shall be described, as well as procedures for dealing with problems.

## 8 MAINTENANCE AND OPERATIONS SUPPORT

The Vendor shall enter into an agreement with NIAGARA FALLS TRANSIT substantially in the form of Maintenance and Support Agreements.

The Vendor shall provide Maintenance and Operations support for the entire system through the Warranty Period.

The Vendor shall provide a reliable method for telephone problem notification, 24 hours per day, 7 days a week. Maintenance issues should be resolved in a timely manner, as agreed to in the Maintenance & Operations Support Agreements, and as laid out in Section 9.1.1.

The Vendor shall supply full engineering and support services to address and correct any problems or failures associated with the performance of its equipment. In the event of major problems after system installation, the Vendor shall dispatch support personnel to the NIAGARA FALLS TRANSIT facilities.

At the request of NIAGARA FALLS TRANSIT, the Vendor shall dispatch competent field representatives as necessary to support timely identification, diagnosis, and remedial actions. Failure to do so may limit the ability of NIAGARA FALLS TRANSIT to effect proper remedial action and may be cause for a resulting fleet defect.

Following the Warranty Period, NIAGARA FALLS TRANSIT anticipates performing all levels of maintenance, preventative, field repair, shop level and overhauls to all equipment in the Farebox Collection System. However, the Vendor shall provide, as an option, Extended Maintenance Support of the System (software and database only) and Extended Maintenance Support of the Farebox Equipment (on-board and garage) for a period of five (5) years from the date of System Acceptance. Under the Extended Maintenance Support, the Vendor would remedy any issues that arise as a result of system failure.

## 9 WARRANTY

The Vendor shall provide a one (1) year warranty that covers any issues pertaining to Vendor-provided hardware or software.

The Warranty Period shall commence upon System Acceptance as defined in Section 3.2 and as identified in Section 6.4.

The Vendor shall warrant that all equipment, software, and products furnished under this procurement shall remain free of defects in material, workmanship, and functionality for the period of the Warranty.

During the Warranty Period, the Vendor may use stock from the spare parts inventory to replace defective hardware. For each defective part, the Vendor shall provide repaired or new replacement units to replenish the spare parts inventory. The replacement units shall be fully tested and certified compliant with the original part.

During the Warranty Period, the cost of all transportation and insurance charges for shipping defective and replacement parts, including brokerage fees, to and from the Vendor shall be borne by the Vendor.

The proposal shall provide, as an option, a five (5) year Extended Warranty.

### 9.1.1 ISSUE RESOLUTION

During the Warranty Period, NIAGARA FALLS TRANSIT will promptly notify the Vendor of any equipment, material, software, product, or workmanship supplied by the Vendor that experiences a failure. The Vendor shall take prompt remedial action as defined under the terms of the Warranty.

In the case where an issue arises, the following table summarizes allowable time-to-respond and time-to-resolve for the various types of system components, calculated from the time the NIAGARA FALLS TRANSIT makes the initial call for maintenance and support:

<b>Component</b>	<b>Error Priority Classification</b>	<b>Time-to-Respond (from notification)</b>	<b>Time-to-Resolve (from notification)</b>
Garage Computer and Probe System	Tier 1	1 hour	3 hours
Vaults	Tier 2	2 hours	6 hours
Farebox	Tier 3	8 hours	5 business days

Should the Vendor fail to take appropriate remedial action within the specified period, upon notice to the Vendor, NIAGARA FALLS TRANSIT may elect to take appropriate action on behalf of the Vendor and by doing so may invoice the Vendor for labour, material, and handling costs incurred by taking the action. Material and handling cost will be invoiced at actual cost. Labour will be invoiced at the established shop rate of NIAGARA FALLS TRANSIT.

The Error Priority Classifications are defined below.



- Tier 1 – CRITICAL – The error is classified as Critical if any of the garage equipment or software fails such that any of the following occurs:
  - Fareboxes cannot be opened;
  - System causes fareboxes to malfunction.
- Tier 2 – HIGH PRIORITY – The Error is classified as High Priority if any of the System fails such that any of the following occurs:
  - Information is not being collected from fareboxes;
  - Reports are not being generated;
  - The System or any part or component thereof is not functioning in accordance with the System Specifications.
- Tier 3 – LOW PRIORITY – The Error is classified as Low Priority if any of the equipment or software on board a transit vehicle fails including:
  - Logic board;
  - Power Supply;
  - Wiring Harnesses; and
  - Other onboard modifications performed by the Vendor.

#### 9.1.2 FLEET DEFECTS

A “fleet defect”, as it applies to any particular product, is a specific Warranty defect that exists or occurs in more than 10% of the units of that product sold to the Authority as part of the system. If such a fleet defect occurs during the Warranty Period, NIAGARA FALLS TRANSIT shall have the option of having the Vendor perform the applicable warranty remedy on all other units of that product without demonstration of a defect in those other units.

Written notice of a fleet defect will be provided to the Vendor within a reasonable period of time of occurrence of the defect. The Vendor will have the opportunity to evaluate the existence of a fleet defect; however, Vendor confirmation of the defect shall not delay the implementation of the remedy.

#### 9.1.3 SOFTWARE PATCHES

The Vendor shall develop, test, provide and install all applicable software “patches” or upgrades that become necessary to remedy system software faults or “bugs” identified during the warranty period.

The Vendor shall provide at no additional cost, all version updates, software patches and error corrections available for the system software for the duration of the Warranty Period.

#### 9.1.4 EXCEPTIONS

The provisions of the Warranty shall not apply in the event of negligence on the part of NIAGARA FALLS TRANSIT, its customers, employees, or representatives. In the event of dispute, it shall be the sole responsibility of the Vendor to establish evidence of negligence.

Conditions of operating use, including but not limited to temperature, humidity, vibration, ambient and transient electric conditions, dust, and dirt within the limitations specified by the requirements of the specification and normal customer use of the system shall not be considered negligence.

## 10 SPARE PARTS AND CONSUMABLES

As part of the System Design Document, the Vendor shall propose a list of spare parts and consumables to be provided to NIAGARA FALLS TRANSIT. This list shall include:

- Replacement parts;
- Farebox components or sub-assemblies;
- Two (2) years' worth of consumables, e.g. light bulbs, pads, etc.;
- Wiring, cabling and adapters;

Use of consumables shall be monitored over the duration of the Warranty Period and the Vendor shall supply additional parts as necessary for two (2) years after the start of the Warranty Period.

The Vendor should anticipate a 10% spare parts ratio.

Spare Parts shall be placed into the spare parts inventory and become the property of NIAGARA FALLS TRANSIT upon acceptance. NIAGARA FALLS TRANSIT shall receive replacement spares within five (5) business days of notice of shipment of a defective part to the Vendor.

### 10.1 Farebox Spares

In addition the spares parts and consumables in the spares list, the Vendor shall provide the following farebox spares to supplement the System Inventory in Section 0.

Spares	Required Quantities
Electronic fareboxes, with all necessary onboard equipment and functionality as specified in Section 2.2, including but not limited to cashbox, driver control unit (driver display and keypad), passenger display, magnetic card swipe reader, provisioned smart card capabilities, base, and all wiring, connectors and other equipment required for installation.	2
Magnetic card office machine, with all necessary functionality as specified in Section 0.	1
Logic board, as specified in Section 2.2.12.	2
Power supply, as specified in Section 2.2.12.	2
Coin mechanism, as specified in Section 2.2.3.	2
Bill & ticket transport, as specified in Section 2.2.4.	2
Cash box, as specified in Section 2.2.5.	2

Spares	Required Quantities
Fixed wire data probes, as specified in Section 2.3.6.	2
Keypad (Integrated), as specified in Section 2.2.2.	2
Display (Driver), as specified in Section 2.2.2.	2
Display (Passenger), as specified in Section 2.2.2.	2
Coin Override, as specified in Section 2.2.3.	2
Transfer Printer and Reader, as specified in Section 2.2.6	2
FBX High Security Locks (full set)	2
FBX High Security Keys (full set)	2
Receiver High Security Keys	2
Mobile Safe High Security Keys (if a mobile safe is provided)	2

## 10.2 Maintenance Support Equipment

In order to support efficient diagnosis and effective repairs, the Vendor shall provide maintenance support equipment including the following:

- Standard support equipment – equipment or tools that are commercially available from more than one source. The Vendor shall provide a list of all support and test equipment and tools required to operate and maintain the fare collection equipment.
- Special tools – The Vendor shall be responsible to provide special diagnostic tools and equipment needed for maintenance of each subsystem and is not readily available from commercial sources. The Vendor shall also provide sufficient documentation to allow NIAGARA FALLS TRANSIT to manufacture these special tools in the future.
- Special test fixtures – the Vendor shall supply special test fixtures that allow NIAGARA FALLS TRANSIT maintenance staff to bench test, repair, and calibrate each major module and/or subassembly of the Farebox Collection System to specification requirements.

The test equipment shall be configured such that any and all modules and sub-assemblies can be mounted on board(s) suitable for operation from a standard workbench. All interconnections including wiring, harness, plugs, sockets and other connections shall be the same as used in a fully assembled farebox. The board-mounted farebox shall be arranged in such a manner that each module can be separately exercised to perform its operation functions.

The Vendor shall include complete documentation of the special test fixtures in the System Design Document (Section 4.4) to allow NIAGARA FALLS TRANSIT to properly maintain these test fixtures.

### 10.3 Ongoing Supply

The Vendor shall guarantee the pricing and availability of the farebox for one (1) year after installation, so that as an option, NIAGARA FALLS TRANSIT may purchase additional fareboxes for new bus acquisitions. Installation of any additional fareboxes procured after the initial installation described in Section 5 shall be performed by NIAGARA FALLS TRANSIT itself. The Vendor's proposal shall list the pricing of the additional fareboxes for year 2, year 3, year 4 and year 5 after initial installation.

For ten (10) years after delivery and System Acceptance of the Farebox Collection System, the Vendor shall ensure that an adequate supply of spare parts is available to the Agencies for all the equipment furnished under this contract. If an original part is not available, the Vendor shall, at no additional cost, provide to NIAGARA FALLS TRANSIT the design of a suitable replacement part that provides the form, fit and function of the original part. The replacement part design shall allow for easy transfer of any software from the original part to the replacement part. The cost to purchase the replacement spare part will be borne by NIAGARA FALLS TRANSIT.

For ten (10) years after delivery and System Acceptance of the Farebox Collection System, the Vendor shall provide a clear catalogue of available spare parts, specific to the farebox model, with clearly stated parts warranty.

The Vendor shall submit an executed document satisfactory to NIAGARA FALLS TRANSIT, defining a binding responsibility to furnish all Vendor-designed modules and spare parts, their drawings and specifications, including any applicable patent information.

In the event the Vendor fails to furnish these parts within a reasonable time, a period not to exceed ninety (90) days after receipt of order, the Vendor shall notify NIAGARA FALLS TRANSIT to arrange suitable replacements. This arrangement shall include providing sufficient information to allow NIAGARA FALLS TRANSIT to procure suitable manufacture of the parts affected.

### Schedule A

July 22, 2009

#### Niagara Falls Transit Fleet list

<u>Qty</u>	<u>Make</u>	<u>Model</u>	<u>Year</u>
2	MCI	Classic	1983
1	MCI	Classic	1984
1	MCI	Classic	1988
2	MCI	Classic	1989
1	ORION	Orion V	1990
2	ORION	Orion V	2000
2	ORION	Orion V	2002
2	ORION	Orion VII	2003
2	ORION	Orion VII	2004
2	ORION	Orion VII	2005
2	ORION	Orion VII	2006
2	ORION	Orion VII	2007
4	El Dorado	EasyRider II	2009
4	Nova	LFS	2009

Schedule B

NT NT NT NT NT NT  
NT NO 30670 NT NT  
NIAGARA  
TRANSIT  
GOOD FOR  
ONE  
STUDENT  
FARE

023467  
NIAGARA  
TRANSIT  
SPECIAL  
GOOD FOR ONE RIDE

007529  
NIAGARA TRANSIT  
GOOD FOR  
ONE  
ADULT  
FARE

005297  
NIAGARA  
TRANSIT  
VIP  
GOOD FOR ONE RIDE