



Lawton Area Transit System

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REQUEST FOR PROPOSALS For GPS/AVL SYSTEM AND DIGITAL PASSENGER COUNTER RFP 2018-39

Deadline: Wednesday, November 28th, 2018 at 2:00 p.m. CDT

Delivery Location: 611 Bishop Rd, Lawton, OK 73501 or sent electronically to Ryan Landers at rlanders@ridelats.com

Contact Person: Ryan Landers @ rlanders@ridelats.com

Date of Issue: Wednesday, October 24th, 2018

Lawton Area Transit System is seeking proposals for qualified contractors to install, implement, provide system support, and training for a Global Positioning System (GPS)/ Automatic Vehicle Location (AVL), Computer Aided Dispatch (CAD), Real Time Passenger Information System, and a Digital Passenger Counter (DPC) for 9 fixed route transit buses. The intent of this document is to solicit proposals from qualified vendors to provide a “turnkey solution” that is cloud hosted and meets the LATS’s current needs with the ability to be expanded to meet future needs.

The system must be able to integrate with all existing and concurrent systems, without compromising the efficacy of the overall system. The purpose of acquiring such a system is to give transit passengers the ability to disseminate information via the Internet and cellular/mobile devices.

The proposed integrated solution must meet the technical, support, service, system integration, and business requirements as defined in the RFP. The RFP documentation provides background information on the organizational structure, functional and technical requirements, and other pertinent information.

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Schedule of events

The schedule of significant events relating to this project is shown below. Lawton Area Transit System reserves the right to modify this schedule.

Release of RFP	October 24, 2018
Deadline for Written Questions	November 16, 2018
Proposals Due	November 28, 2018, 2:00 p.m. CDT
Contract Award by Lawton Area Transit System	December 2018

Proposals are due at the location below or sent electronically to Ryan Landers @ rlanders@ridelats.com no later than 2:00 p.m., CDT, **Wednesday 28th, 2018**.

Lawton Area Transit System
 Attention: Ryan Landers
 611 SW Bishop Rd
 Lawton, Oklahoma 73501

If you have any questions concerning this request for proposal or about Lawton Area Transit System, please contact Ryan Landers via email (rlanders@ridelats.com) by August 3rd, 2018. Responses to all questions will be provided to all interested parties upon request.

When submitting your proposal, be sure to include the name of the contact person at your firm.

SCOPE OF WORK

To improve the quality of transit service, Lawton Area Transit System (LATS) is seeking a Vehicle Tracking System utilizing GPS technology in conjunction with vehicle location and mapping software to track vehicle locations en-route in real-time. The GPS readings of the bus location must occur in real-time with vehicle location information posted on a GUI map display available on a public website and viewable through various devices (Smart Phone, Kiosk, Bus Stop, PC, etc.). The system should be equipped with a notification service, whereupon users can subscribe and be able to select one route, multiple routes and/or individual bus stops and be notified when the next bus is coming.

Real time tracking means that a vehicle's location is reported via an AVL device installed on each vehicle and transmitted to an internet server with a delay of not more than 15 seconds. This is done through the use of GPS for pinpointing the location and a wireless communication system (i.e., cellular GPRS) for transmitting the information to an internet server. Proposers shall indicate their recommended rate of transmission for a system such as this.

LATS is also looking at a Digital Passenger Counter (DPC) to be used on all fixed route buses. The DPC will be able to provide drivers the ability to input passenger boarding by type and allow administrators the ability to view reports that display bus, route, stop, and time.

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The Scope of Work shall be for the purchase and/or installation of an Integrated Intelligent Transit System, turnkey system and a digital passenger counter consisting of the following components.

- 1. AVL System** - An Automatic Vehicle Location (AVL) system to be installed in a minimum of 14 transit buses and/or a maximum of 18 transit buses.
LATS Fleet list attached

- 2. DPC system**– A Digital Passenger Counter (DPC) system to be install on current LATS tablets or purchased from vendor tablets (priced separately) in a minimum of 14 transit buses and/or a maximum of 18 transit vehicles.
LATS fleet list attached

LATS will consider an Application Service Provider (ASP) or vendor-hosted solution as well as other alternatives. The long-term implication costs of both system types will be considered in the evaluation process.

3. Proposers General Obligations

The Proposer shall furnish the following items and services, as well as any additional items and services described in this RFP that is required to perform all described functions:

- a) Work Plan with project schedule and significant milestones
- b) Identification of the optimal hardware and system software requirements for the RFP.
- c) All application software required to implement the functional capabilities of this Specification.
- d) All needed engineering and technical support until Final Acceptance.
- e) Complete documentation for all Proposer-provided training and software.
- f) Onsite training of all LATS Staff.
- g) Project management and control, including periodic progress meetings with, and reporting to LATS staff.
- h) Maintenance and support for all subsequent Technical Support periods.

4. Project Management

Project management will be a key responsibility of both the Vendor and LATS. The Vendor's Project Manager assigned to this project shall have the authority to make commitments and decisions that are binding on the Vendor. All communications

between the Vendor and LATS shall be documented and coordinated through the General Manager.

The Vendor's Project Manager will be responsible for at least the following:

- Providing periodic updates to the Work Plan as needed. Changes to the Work Plan are subject to approval by LATS General Manager (s).
- Providing weekly or daily updates to the Project Schedule component of the Work Plan.
- Submitting written biweekly project status reports detailing progress toward fulfilling objectives in the Work Plan and its project schedule.
- Coordination of project resources and work so that milestones are met in an efficient manner. Tasks will be laid out so as to minimize implementation time and cost while taking into consideration resources and time constraints such as LATS staff availability. The Proposer and LATS General Manager will ensure that individuals performing tasks have appropriate skill levels and credentials.
- Coordination of all required deliverables including data conversion, documentation and training as required by contract.

5. Implementation

This effort encompasses installation of new software, the transmission of data, conversion and input of the historical data, records, documentation and project management through cutover and formal acceptance. The Proposer will submit an implementation schedule with the RFP. The negotiated implementation schedule will become part of the Proposer expectations.

6. Installation, Testing, Acceptance

The AVL application must have availability of not less than 99.00% of the time from 5:00 AM through 8:00 PM Monday through Friday and 8:00 AM through 7:00 PM on Saturday.

- a) Installation - Upon completion of the installation phase, the vendor shall notify LATS in writing of readiness of the system installation for testing.
- b) Testing - Once notified that the system is ready for testing, LATS and the vendor will schedule a date for performance testing.
- c) Testing Period - LATS shall operate in test mode for a minimum of thirty (30) days, up to a maximum of ninety (90) days, during the testing period. During this time, LATS will compile a list of issues, bugs, or software glitches that shall be the responsibility of the vendor to correct during an additional 30-day period.
- d) Errors, Corrections, and Fixes - If, after transit system testing, the hardware and

software does not perform to specifications or vendor representations, vendor shall be given thirty (30) days after notification of the problem to remedy the issue.

e) Final Testing - Upon satisfying all software and integration problems, etc., LATS will again commence a final testing period for thirty (30) days to verify that the vendor has addressed all identified problems without any further issues.

f) Acceptance - After final testing is completed to the satisfaction of LATS, the General Manager or his designee will issue a letter of acceptance to the Vendor.

7. Training

Vendor is required to train LATS personnel to proficiency on all software products offered. All training shall be conducted at LATS offices located in Lawton, OK unless some of the training can be conducted over the computer to save on cost and all training schedules will be coordinated with LATS General Manager.

a) Training Program - Vendor will be required to provide a combination of classroom and “hands-on training” for all software products offered. Training content and duration shall be stated specifically in the proposer’s written response to this procurement. All instructors shall demonstrate a thorough knowledge of the software and hardware covered in training.

b) Manuals and Documentation - Vendor shall provide digital copies of the software manuals for each product offered as part of this procurement. Vendor will also be responsible for supplying LATS with any manual(s) update for the system and/or software timely. If Vendor has online manuals, please state this in the Proposal.

c) Help Desk Support - Vendor shall provide Live Help Desk Support regarding questions or problems after Final Acceptance of software and hardware. LATS expects vendors to include a minimum of three days and up to a week of onsite support for Final Acceptance and to close out any issues or bugs in software or hardware.

8. General Characteristics of Product

1. Describe the proposed system architecture and identify its advantages and disadvantages.

2. Identify issues that LATS should anticipate and indicate how they are resolved using your system and services.

3. Describe additional software required to operate system efficiently, including operating system, network software, database, utilities (if applicable), report writer, and other additional software required to take full advantage of the system. Also include any hardware that LATS does not have as a recommendation. LATS will provide all vendors with all current software and hardware that is used inside our buses. The vendor must use any resources that LATS already use in order to reduce costs. If LATS’s hardware is not useable, the vendor must identify specifics

and alternatives on what to use in its place

4. Describe your history of releasing enhancements to your software for the last two years.

5. Describe the training your company will provide and explain your experience in terms of how your training plan has improved other organizations' ability to manage its resources and fulfill its mission more efficiently and effectively.

6. Describe your implementation services, with particular emphasis on planning, conversion, and process change management. Include a phased implementation plan.

9. Warranty / Customer Support Services

Standard Limited Warranty

The Contractor shall provide a minimum 3-year warranty on all equipment, hardware, software, etc. The warranty for all three (3) components shall commence once the entire system is fully functional; tested; accepted and documented by written correspondence as completed by LATS. LATS agrees to operate and maintain all equipment, hardware, software, etc., in accordance with the Contractor's specific instruction in order to maintain all warranties. The Proposer must provide the following information:

- a. Describe the manufacturer's warranty and your plan to support the warranty for all system(s) requested in the RFP.
- b. Provide a copy of the warranty and maintenance agreements / terms.
- c. Describe the availability of parts and how you propose to maintain the installed system(s) during the warranty period.
- d. Describe your plan to provide service and customer support to LATS after the warranty period is over.
- e. Describe the provision for customer service, including the personnel assigned and a description of the tasks for which they will be responsible.
- f. Provide a toll-free number for warranty, customer service and account inquiry during the hours of 6:00 am and 7:00 pm (Central time). Include information on evening and weekend support hours, rates and services.

10. Software Support

Software support during the three (3) year standard warranty period shall include technical support for all hardware and software with a 24x7 support line, as well as providing, licensing, installing and integrating all released software patches and updates.

- a. Describe the established procedure for software support from one or more

qualified firms to be available on a **four-hour response basis**, when needed by LATS to assist with fault diagnosis and/or component replacement.

b. The proposal shall include a list of the support firms, their responsibilities and the response arrangements.

c. If a support firm does not respond within the agreed response timeframe, or when a support firm is not able to provide the needed support, the Contractor shall provide, during the warranty period, supplementary support in accordance with an agreed escalation procedure. The escalation procedure can initially involve telephone support but must culminate in the Contractor providing on-site support if needed. The proposal must define the proposed support escalation procedure.

11. Technical Support

On-site technical support shall be provided by the Contractor on an as-needed basis. Support personnel qualified to maintain the Contractor's equipment shall test and resolve operation and maintenance problems when qualified LATS personnel have been unable to resolve those problems, during the applicable warranty period. The Contractor's personnel shall isolate failures, provide replacement parts, and respond to any warranty claims, including initiation and follow up of remedial actions. The Contractor shall notify LATS of any published technical service bulletins and provide remediation action to the affected equipment. Support personnel shall include field service engineers, technicians, and repair personnel as required. Support personnel shall be on LATS property until the equipment has completed the acceptance testing, responding within 2 working days of LATS request thereafter for problems not resolvable through a remote help desk.

12. Maintenance Service Manuals

LATS shall have, at a minimum, electronic access to block diagrams, exploded views, illustrated parts breakdowns, and schematic drawings and descriptions of assemblies and the relationship of components, subsystems, and systems. All documentation detailed in this specification shall be included irrespective of equipment manufacturer. Photographs may be used to support specific descriptions but are not sufficient alone.

13. Repair or Replacement of Faulty Components

During the three (3) year standard warranty period, the Contractor shall repair or replace any faulty components at no charge. LATS will follow the process as outlined below:

- LATS will ship each faulty component to the Contractor, who shall return a new or repaired component within one week of receiving it.
- If the Contractor determines that a returned component is not faulty, LATS shall receive the original component back in working order within two days of the

Contractor originally receiving the returned component.

- All components received back at LATS from the Contractor will be tested in accordance with the original **Acceptance Test Procedure** (ATP), and returned to the Contractor if faulty accompanied by a certification.
- The Contractor shall pay all shipping charges to and from LATS, and any charges associated with the repair or replacement of faulty units.
- Returned or replaced spare components shall be packaged, organized and labeled in the same manner as the original supply of spare components.

14. Customer Support Services

Extensive support will be required to ensure an efficient and successful implementation. Describe in detail how your services will support this effort, particularly in these areas:

1. Proposer must provide the following types of support, each with a guaranteed three (3) hour response by a staff member capable of addressing the situation.
 - a. Help desk service between 8:00 AM and 6:00 PM Central time. Calls are to be answered by staff member capable of resolving the problem or routing calls properly and expeditiously.
 - b. 24 Hour emergency support.
 - c. Electronic Mail.
2. Please describe how your program supports problem reporting through each of these media. Describe your support team and indicate percentage of staff available to take calls and of those, percentage of those competent to address various types of problems.
3. Please describe additional implementation services unique to your company.
4. Proposer must provide copies of all documentation and updates in a timely manner. Manuals must be process-oriented, clear, and easy-to-use.

15. System Wide Replacement

If at least 20% of a given component requires repair or replacement within the warranty period, the component shall be deemed to warrant system-wide replacement. System-wide replacement shall require the Contractor to replace all units of the suspect component throughout the system, whether or not they have exhibited any fault. Even if the system-wide replacement activity extends beyond the end of the warranty period, the Contractor shall be obligated to complete it if the need was documented before the end of the warranty period.

16. AVL System

AVL Software Module

Shall include at a minimum:

- a) Web based mapping service such as Google maps for vehicle tracking of LATS routes by the public on the LATS website or a separate dedicated website.
- b) Ad-hoc maps and routine updates
- c) Administrator module to monitor bus location information, etc.
- d) Geo-fencing of vehicles including dispatcher alerts
- e) Navigational map tool/customer (passenger) interface module
- f) Route management module
- g) Vehicle location module
- h) Website information display
- i) Data storage and reporting
- j) Five-year software updates at no charge
- k) Open source software is preferred but not required
- l) Ability to automatically export AVL data into the General Transit Feed Specifications real time for trip updates, service alerts, and vehicle positions.
- m) Public API (application programming interface) for retrieval of AVL data can be accessed by LATS

AVL Customer (Passenger) Interface Module

Shall include at a minimum:

- a) Provide a public interface to customers indicating bus location information displayed on a map on the LATS website or a separate mobile application
- b) Provide a mobile public interface to customers indicating bus location information displayed on a map and configured to properly display on all smart phones.
- c) Continuously update the web page to show the real time location of all buses by route, until the user closes the web page.
- e) Display fixed route on maps in contrasting colors so as to easily differentiate between routes.
- g) Allow users to switch off certain routes so as to display a single route or a combination of user selected routes.
- h) Shall provide predictive estimate of bus arrival times at designated stops based

on the average speed of the bus and traffic impacts. Customers shall be able to click on a designated stop and the map shall display the predictive estimate of the next bus arrival time.

i) Automatically post relevant AVL system information to LATS Twitter feed to communicate all buses that are operating more than 5 minutes behind schedule; to communicate all bus stops that are currently closed due to detours or other reasons; or to communicate a general message that all buses are operating on-time (defined as no more than 5 minutes late).

j. Option for passengers to receive text messages or push notification that a bus is approaching a bus stop, late, early, or any other notification that LATS deems necessary.

AVL Route Management Module

Shall include at a minimum:

a) Provide dispatcher real-time information to manage daily operations and determine the location of any fixed route vehicle in service.

b) Proposer shall provide price for a large screen color monitor and for installation in the LATS dispatch office to display the real-time location of all buses. However, there also needs to be option to install software on our existing TV screen (currently we have TV screens with Intel Compute Stick CS125 computer with Intel Atom x5 Processor and Windows 10)

c) Display the time each bus arrives at each stop, by route, and the “wait times” (e.g., the amount of time it will take for the bus to arrive at the stop).

d) Display real time status (i.e., color-coding), with the emphasis on off-route or off schedule vehicles.

e) Utilize the real time AVL information received from the vehicle to update schedule adherence in relation to its scheduled information, and display, system on-time performance statistics, relating to the overall performance of fixed route system.

f) Provide detailed explanations of route management components and how they work with other components of the system.

g) Provide screen shots of applicable windows describing key features, attributes, and the information available within the display and the management component.

j) Shall generate the following reports, at a minimum:

a. Garage pull out/ pull in time

- b. Vehicle and route utilization
- c. Headway analysis report
- d. Schedule adherence and on-time performance by route
- e. Mileage Tracking by bus

AVL Administrator Interface Module

Shall include at a minimum:

- a) Provide sample screen shots and a high-level diagram of major menu options and administrative tools as part of the proposed web service system.
- b) Security to manage system access, including support for multiple security and access levels; applying different security levels to specific users.
- c) Incorporate the run/block numbers to allow for switches, from one run/block to another in response to traffic delays, high passenger loads, driver no-shows, etc.
- d) Allow LATS staff to easily maintain the AVL System including a visual route creation element to add, delete, or revise routes; revise route numbers/names; revise bus stop locations, etc.
- e) Allow LATS dispatchers to assign certain buses to routes manually.
- f) Provide a vehicle and route history function whereby LATS staff can determine arrival times on specified dates at specified bus stops for certain buses or routes, speed of individual buses at certain dates/times and locations, driver login information by date/time.

AVL Functional Requirements

Shall include at a minimum:

- a) Accurately track bus locations en-route in real-time (delay not more than 10 seconds) and provide visual mapping displays.
- b) Software design shall be expandable to include all necessary interfaces to support the subsystems as well as other future functions.
- c) Develop the tracking website using internet mapping service such as Google Maps including: one integrated map with a detailed map of the City of Lawton streets, major landmarks; standard map display features (zoom in/out, panning etc.); an automatic refresh feature with the option of refreshing the map views 'upon-demand' by the dispatcher; capabilities to trace routes, place stops and landmarks on the map.
- d) Predict the arrival of the bus (both outbound and inbound) at the selected bus stop on a particular fixed route.
- e) Software to allow LATS management to continuously track and monitor vehicles and bus operators, both in real-time and by using archived information.

The following reports are required:

- Improved customer service data and reports to reduce call center inquiries.
- Vehicle Location Data (replay map)
- Management reports that provide critical operational information relative to on-time performance.

17. DPC – Digital passenger counter

1) DPC software & hardware

- a. Customizable interface made for the Lawton Area Transit System. Interface must also be able to change depending on route changes
- b. Time stamp of each passenger that enters the vehicle
- c. Total number of passenger loads by location/stop in real time
- d. Generate the following reports
 - i. Top locations
 - ii. Total passengers
 - iii. Rides by status

2) Current Lawton DPC device

- a. Currently Lawton Area Transit System uses the following for their device
 - i. Ellipsis 8 HD tablet
 - 1. Operating system - Android Marshmallow 6.0.1
 - 2. Storage – 16 GB
 - 3. SAR – 1.23W/kg
 - 4. Processor – Qualcomm Snapdragon 617 Octa Core
 - 5. Battery - 5,100 Ah Non-removable
 - 6. Width – 5.04 in
 - 7. Height – 8.26 in
 - 8. Weight – 11.99 oz
 - 9. Usage time up to – 14.5 hours

18. Current technology on property and vehicles

- 1) Cradlepoint – 600C-LPE

- 2) Verizon –currently we use under 2 GB in data a month
- 3) Apollo Video – ROADRUNNER RRHDR8-1000
- 4) Server – Dell PowerEdge t440 server - 3 Years old with a 2012 operating system
- 5) TV screens with Intel Compute Stick CS125 computer with Intel Atom x5 Processor and Windows 10
- 6) List of Vehicles

Current List of Fixed Route Buses

BUS-2010 GILLIG LOW FLOOR UNIT 1025
BUS-2010 GILLIG LOW FLOOR UNIT 1026
BUS-2010 GILLIG LOW FLOOR UNIT 1028
BUS-2010 GILLIG LOW FLOOR UNIT 1027
BUS-2011 GILLIG LOW FLOOR UNIT 1129
BUS-2011 GILLIG LOW FLOOR UNIT 1130
BUS-2012 GILLIG LOW FLOOR UNIT 1205
BUS-2017 GILLIG LOW FLOOR UNIT 1701
BUS-2017 GILLIG LOW FLOOR UNIT 1702
BUS-2017 GILLIG LOW FLOOR UNIT 1703
BUS-2018 GILLIG LOW FLOOR UNIT 1804
BUS-2018 GILLIG LOW FLOOR UNIT 1806
BUS-2018 GILLIG LOW FLOOR UNIT 1807
DODGE PROMASTER 3500 VAN

Optional Buses

ARBOC SPIRIT OF MOBILITY BUS
ARBOC SPIRIT OF MOBILITY BUS
2012 VPG MV1 PARA TRANSIT VEHICLE
2012 CHEV ARBOC PARA BUS 1211

Proposal Format

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8) Integration and Customization	Pg. 19
9) References	Pg. 19
10) Costs	Pg. 20
11) Statement of Work	Pg. 21

The Vendor's response should address the following issues in the format described below:

SECTION 1. EXECUTIVE SUMMARY

This section must include a summary of the vendor qualifications and ability to meet the LATS's overall requirements. It must include specific authorization to contact all references provided in the proposal.

SECTION 2. CONTRACTOR'S BACKGROUND AND EXPERIENCE

The vendor must give a brief description of the company including a brief history, corporate structure and organization, and number of years in business.

SECTION 3. IMPLEMENTATION

- Provide a high-level work plan for the project that includes the high-level tasks to be performed, work estimates for each task, and level of effort for LATS and vendor personnel.
- Provide an estimated timeline for deployment based on typical requirements for an implementation of this size.

SECTION 4. HARDWARE RECOMMENDATIONS

See Part 18 for a list of current LATS equipment including vehicles. List and describe minimum and/or recommended specifications for any and all hardware to be used within the customer's environment, i.e. hardware on the buses and types of kiosk displays.

- Describe the criteria that you expect to use to determine system acceptance.
- Describe your mobile device solution, including system security.

SECTION 5. PROJECT TEAM DESCRIPTION

- Identify each key member of your project implementation team. Describe experience level and/or technical expertise to be provided by each.
- Please describe how you envision the role of the LATS's project team and the level of effort required by LATS for a successful implementation.

SECTION 6. TRAINING

- Describe the different levels of training required for system administration, application administration, and end user. End user training should meet the end user's need to fully utilize the product.

- Describe how training can be delivered, i.e. classroom, computer based, web based, etc.
- Provide a training plan and costs for system and department administration instructions by the vendor that provides the knowledge for LATS's led end user training, including whether online training for all modules is available.
- Describe the approach and curriculum for each of the following classes, including number of days, necessary skills of attendees: end user, system administrator, and power user.
- Describe the proposed system's training materials, such as video, online/CD training, workbooks, to enable future users to learn the system without need of formal classroom based training.
- Describe any third-party training necessary for use of the proposed system.
- Describe all online help and documentation as well as any proposed system documentation, including all system administration guides, technical reference guides, training materials, end user manuals, and report development guides.
- Describe any regular user conferences or user group seminars sponsored by the vendor.

SECTION 7. POST IMPLEMENTATION SUPPORT

The selected vendor is expected to provide post implementation support on a 24x7 basis in case of emergencies through telephone and/or Internet access. Please describe post implementation system support, including the following:

- Describe the different levels of support depending on the technical difficulty of the problem and how each level of escalation is triggered.
- Describe procedures to determine call priority and the response time LATS should expect at each level.
- Describe the remote support capabilities such as Go To Meeting or WebEx
- Describe the process for implementing major upgrades, enhancements, patches or fixes including the vendor's role. Are major upgrades, enhancement and patches/fixes included in the standard maintenance or provided at an additional charge. How are upgrades and fixes generally delivered, i.e. remote support, download LATS's staff.
- Describe the technical services included in the basic license fees and detail any costs associated with after hours or weekend support.
- Confirm that toll free telephone support is available.
- Describe any electronic support issue reporting and tracking tools available.

SECTION 8. INTEGRATION AND CUSTOMIZATION

This section will provide LATS with information concerning the available integration and customization services and the ability to carry integration forward as the needs arise.

- Please describe how configuration and/or customization changes are affected by subsequent software releases.
- Describe how software customizations impact the software maintenance and agreement support.
- Detail how integration and/or customization services are charged, such as per project, hourly, etc.
- Detail capability and rules for mapping legacy data fields to new system fields.
- Document contingency planning.
- Describe method for reduplication of data.
- The vendor must also provide a sample demo of how the system works

Section 9: REFERENCES

Please list three references of current customers who can verify the quality of service your company provides. LATS prefers customers of similar size and scope of work.

REFERENCE ONE

Government/ Company Name: _____

Address _____

Contact Person and Title: _____

Phone: _____ Email: _____

REFERENCE TWO

Government/ Company Name: _____

Address _____

Contact Person and Title: _____

Phone: _____ Email: _____

REFERENCE THREE

Government/ Company Name: _____

Address _____

Contact Person and Title: _____

Phone: _____ Email: _____

SECTION 10. COSTS

Contractor pricing proposal shall be based on 14 main units and 4 optional buses and broken down into the following categories:

- Initial cost of software and licensing
- Initial cost of hardware
- Initial cost of installation and training
- Cost of warranty beyond the first year
- Cost of hardware and software maintenance agreement
- Cost of any recurring annual maintenance and cellular fees

SECTION 11. STATEMENT OF WORK

Please attach proposed Professional Services Agreement, Annual Standard Support Agreement, License Agreements, and warranties associated with this project.

Contract Terms

The term of this contract shall be for five (5) years.

Evaluation Criteria

Evaluation of the proposals is expected to be completed within 2 weeks after the Proposal Due Date. The proposals will be evaluated with respect to criteria specifically developed to examine the technical competence and suitability of prospective proposals. Price is the most important evaluating factor; however the extent to which the goods and services of the vendor meet LATS's needs and all other relevant criteria specifically mentioned in the RFP are also very important.

<u>Heading</u>	<u>Section</u>	<u>Weight</u>
Vendor Qualification	1) Executive Summary 2) Corporate Background 5) Project Team 9) References	20%
System Capabilities	3) Implementation 8) Integration, Customization and Demo	20%
System Support	6) Training 7) Post-Implementation	20%
Price	10) Cost	40%

Exhibit A - Federal Transit Administration Required Clauses

1. Access to Records and Reports
2. Civil Rights and Equal Opportunity
3. Debarment, Suspension, Ineligibility and Voluntary Exclusion
4. Disadvantaged Business Enterprise (DBE)
5. Energy Conservation Requirements
6. Federal Changes
7. Incorporation of FTA Terms
8. No Government Obligation to Third Parties
9. Program Fraud and False or Fraudulent Statements and Related Acts
10. Termination

Certifications

1. DBE Certification
2. Certification of Eligibility
3. Non-collusion Affidavit
4. Certification of Lobbying
5. Debarment Certification

Access to Records and Reports

- a. **Record Retention.** The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
- b. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. **Access to Records.** The Contractor agrees to provide sufficient access to FTA and its Contractor's in insect and audit records and information related to performance of this contract as reasonably may be required.
- d. **Access to the Sites of Performance.** The Contractor agrees to permit FTA and its Contractors access to the sites of performance under this contract as reasonably may be required.

Civil Rights and Equal Opportunity

The Contractor is an Equal Opportunity Employer. As such, the Contractor agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Contractor agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for A-26 employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to

comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42

Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.P.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.P.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at

any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by LATS. If it is later determined by LATS that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to LATS, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply and assures the compliance of each third-party contractor and subrecipient at any tier, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Government wide Debarment and Suspension Nonprocurement)," 49 C.F.R. Part 29. The Recipient agrees to and assures that its third-party contractors and subrecipients will, review the Excluded Parties Listing System at <http://epls.amet.gov/> before entering into any contracts.

Disadvantaged Business Enterprise (DBE)

The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as LATS deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The Contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from LATS. In addition, is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The Contractor must promptly notify LATS, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and person that work through its own forces or those of an affiliate without prior written consent of LATS. U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §A-27 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue

Energy Conservation

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

Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference between LATS and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of contract.

Incorporation of FTA Terms

The provisions in this section include, in part, certain standard terms and conditions required by USDOT/FTA, whether or not expressly set forth in these provisions. All contractual provisions required by USDOT/FTA, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all USDOT/FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any LATS requests, which would cause LATS to be in violation of the USDOT/FTA terms and conditions.

The Contractor agrees that it will comply at all times with 49 CFR Part 18; U. S. Department of Transportation regulations relating to applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement Form FTA MA (23) dated October 2016, between LATS and U.S. Department of Transportation/Federal Transit Administration (USDOT/FTA), as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to so comply shall constitute a material breach of this contract.

No Government Obligation to Third Parties

LATS and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to LATS, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements and Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.P.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the PTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by PTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. § 5323(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

Termination

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

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, LATS may terminate this contract for

default. Termination shall be affected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by LATS that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, LATS, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

LATS, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 21 days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to LATS satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from LATS setting forth the nature of said breach or default, LATS shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude LATS from also pursuing all available remedies against Contractor and its sureties for said breach or default.

In the event that LATS elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by LATS shall not limit LATS's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, LATS may terminate this contract for default. LATS shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of LATS.

LATS may terminate this contract in whole or in part, for LATS's convenience or because of the failure of the Contractor to fulfill the contract obligations. LATS shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to LATS's Contracting Officer all data, drawings, specifications, reports, estimates,

summaries, and other information and materials accumulated in performing this contract, whether completed or in process. LATS has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials. If the termination is for the convenience of LATS, LATS's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, LATS may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by LATS. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of LATS.

DBE APPROVAL CERTIFICATION

I hereby certify that the Proposer has complied with the requirements of 49 CFR 26, participation by Disadvantaged Business Enterprises in DOT Programs, and that its goals have not been disapproved by the Federal Transit Administration.

Signature of the Bidder or Proposer's Authorized Official

Name, Title of the Bidder or Proposer's Authorized Official

Date

CERTIFICATION OF ELIGIBILITY

The undersigned hereby certifies to the best of his or her knowledge and belief:

- I. That he or she is the fully authorized agent of the Prospective Participant in this project, which involves Federal funding and has full knowledge and authority to make this certification.

- II. That neither the Prospective Participant nor any person associated therewith in the capacity of director, officer, manager, contractor or accountant, nor any person in a position involving the administration of federal funds:
 - A. Is currently under suspension, debarment, voluntary exclusion, or determination of ineligible by any federal agency; and
 - B. Has been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; and
 - C. Has a proposed debarment pending; and
 - D. Has had any public transaction (federal, state, or local) terminated within the preceding three (3) years for cause or default; and
 - E. Has been indicted, convicted, or had a civil judgment rendered against any of the aforementioned by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years, except:

If none so state by entering the word none:

Name: _____ Title: _____

Signature

Date

Non-Collusion Affidavit

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, on
(name)

his/her oath says he/she is _____ of
Title

Name of Firm

and not a sham or collusive bid, or made in the interest of or on behalf of any collusive bid, or made in the interest of or on behalf of any person not herein named; and he/she further states that said bidder has not directly or indirectly induced or solicited any other bidder for this work to put in a sham bid, or any other person or corporation to refrain from bidding; and that said bidder has not in any matter sought by collusion to secure self-advantage over any other bidder or bidders.

(SIGN HERE): _____

County _____ In and for the State of _____

Subscribed and Sworn to before me this ____ day of _____, _____

Notary Public

My Commission Expires: _____

Certification of Restrictions on Lobbying

The Undersigned Hereby Certifies on Behalf of _____ that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 20_____

Name of Proposer _____

Address _____

City, State, Zip _____

Signature of Authorized Official _____

Title of Official _____

Telephone _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (Pursuant to 49 CFR Part 29, Appendix B)

1. By signing and submitting this bid or proposal, the Bidder is providing the signed certification set out below.
2. The certification referred to in this paragraph clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to LATS if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “*covered transaction*,” “*debarred*,” “*suspended*,” “*ineligible*,” “*lower tier covered participant*,” “*persons*,” “*lower tier covered transaction*,” “*principal*,” “*proposal*,” and “*voluntarily excluded*,” as used in this paragraph, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 49 CFR Part 29.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under subparagraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government may pursue available remedies including suspension and/or debarment.

CERTIFICATION

The prospective lower tier participant certifies, by submission of this offer, that neither it nor its “principals,” [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

When the prospective lower tier participant is unable to certify to the statements in this certification, prospective lower tier participant shall attach an explanation to this proposal.

Signature _____

Typed or Printed Name _____

Title _____

Company _____

Date _____