



547 W Jackson Blvd, Chicago, Illinois 60661 (312) 322-6900 TTY#1-312-322-6774

December 13, 2018

Mr. Edward D. English, CEO
ELERTS Corporation
1132 Main Street
Weymouth, MA 02190

Subject: **Notice of Award**
Contract No. PO0038531
Incident Reporting System (IRS)

Dear Mr. English:

On December 12, 2018, Metra awarded the subject contract to ELERTS Corporation. Enclosed is an executed copy of the subject contract. Please submit a certificate of insurance that complies with the terms of the contract to Toyla Rice, Senior Contracting Agent, at trice@metrarr.com. The Certificate of Insurance is to be furnished within ten (10) working days after award of the contract. No work can be performed until the Certificate of Insurance is approved by Metra's Risk Management Department and your firm is authorized, in writing, to commence work.

Please contact Toyla Rice at (312) 322-6672 if you have any questions.

Regards,

Gary Sapp
Department Head
Professional Services/Contracts

Cc: T. Rice
 D. Arroyo-Feliciano
 D. DeYoung
 M. Schlismann

Addendum Acknowledgment: The proposer hereby acknowledges receipt of the following Addenda that are incorporated herein by reference. (If there were No Addenda, write "NONE")
_____. Failure to acknowledge all Addenda may be cause for the bid to be considered non-responsive.

Addendum Numbers: 1

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS
AGREEMENT ON THE DATES RECITED BELOW:

NORTHEAST ILLINOIS REGIONAL
COMMUTER RAILROAD
CORPORATION D/B/A METRA

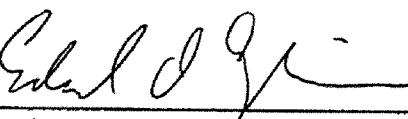

Signature

Jim Derwinski
Name

CEO/Executive Director
Title

December 13, 2018
Date

CONSULTANT


Signature

Edward D. English
Printed/Typed Name

CEO
Title

11-26-2018
Date

ELERTS CORPORATION
Company Name

1132 Main Street
Street Address

Weymouth, MA 02190
City, State & Zip Code

781-738-3461
Telephone

ede@elerts.com
Email Address

ORIGINAL

REQUEST FOR PROPOSAL



Incident Reporting System (IRS)

RFP No. 22658

Question Due Date: September 28, 2018 @ 4:00 p.m. (LPT)

RFP Due Date: October 10, 2018 @ 4:00 p.m. (LPT)

Sr. Contract Agent: Toyla Rice
Email: trice@metrarr.com
Phone: 312-322-6672
Fax: 312-322-6619

NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION D/B/A METRA
PROFESSIONAL SERVICES/CONTRACTS
547 WEST JACKSON BOULEVARD
CHICAGO, IL 60661

PROFESSIONAL SERVICES AGREEMENT



TITLE: INCIDENT REPORTING SYSTEM (IRS)
PR NO. 22658

NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION D/B/A METRA
PROFESSIONAL SERVICES/CONTRACTS
547 WEST JACKSON BOULEVARD
CHICAGO, IL 60661

PROFESSIONAL SERVICES AGREEMENT

**NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION
D/B/A METRA
547 WEST JACKSON BOULEVARD
CHICAGO, ILLINOIS 60661**

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AGREEMENT

FOR PROFESSIONAL SERVICES

This Agreement is entered into this _____ day of _____, 2018 in Chicago, Illinois, by and between the Northeast Illinois Regional Commuter Railroad Corporation d/b/a Metra, Metropolitan Rail ("Metra"), a public corporation under Illinois law, and _____ ("Contractor"), having offices located at _____. Contractor and Metra are sometimes collectively referred to as "**Parties.**" In consideration of the promises and agreements set forth, the Parties agree:

1. SCOPE AND DESCRIPTION OF SERVICES.

Contractor will perform the following services ("Work"): **provide an Incident Reporting System (IRS)** as set forth in the Exhibits attached hereto.

2. COMPENSATION.

Metra agrees to pay, and Contractor agrees to accept as full payment for the Work, the prices set forth in Exhibit 1-C, Price Proposal of this Agreement. Contractor shall be paid in accordance with the payment schedule (if applicable) agreed to with the actual work performed at a rate not exceeding the prescribed rates incorporated into this Agreement. The full payment for the Work shall not exceed \$ _____ ("Total Price"). The Total Price also includes the cost of all applicable taxes (where Metra is not exempt), bonds, if required, and other charges of every kind and nature. The Total Price shall not include, and Metra shall not pay, taxes or fees from which Metra is exempt. Metra is exempt from various federal taxes, all state and unit of local government taxes, and registration and license fees. Contractor shall promptly notify Metra, and afford it the opportunity before payment of any taxes, to contest said claims in the manner and to the extent it may elect, and to settle or satisfy such claims. Contractor shall submit all invoices along with all appropriate support documents, for all amounts to be paid by Metra under this Agreement (See Section 16. Miscellaneous, J. Invoicing) for further invoicing instructions.

3. PERFORMANCE OF THE WORK.

The term of this Agreement shall be five (5) years from the date of the Notice to Proceed letter issued by Professional Services Procurement Department.

A. NOTICE TO PROCEED. Contractor will, within thirty (30) business days after Metra's issuance of a notice of award letter informing Contractor of its execution of this Agreement ("Notice of Award"), submit to Metra (if applicable): (1) certificates of insurance from insurance carriers satisfactory to Metra, and in form, substance, and detail satisfactory to Metra; (2) if applicable, the signed subcontracts with DBE sub-Contractors; (3) a schedule for the project with submittal milestones; and (4) any other

document stated elsewhere in this Agreement that is required prior to Metra's notification to Contractor to start the Work ("Notice to Proceed").

B. SCHEDULE.

1. Submission of Schedule. Time is of the essence and delays may have a direct and indirect cost to Metra's operations. As a condition to issuing the Notice to Proceed, Contractor shall submit a schedule, acceptable to Metra, showing submittal milestones for the Work. Contractor must adhere to and complete all Work by the time stated in the schedule approved by Metra. Contractor shall commence the Work promptly after receiving a Notice to Proceed from Metra.

2. Monthly Progress Reports. Contractor's schedule shall be updated and submitted to Metra in writing no less than monthly. Such report shall state whether or not the Work is progressing within schedule. If Contractor determines that the Work and milestones are not progressing within schedule, Contractor shall notify Metra of the reasons for the delay and identify each delayed activity (including duration and interrelationships between activities). In addition to any other remedy afforded to Metra, failure to submit monthly reports will be a default of this Agreement and is grounds for Metra to withhold payments until such reports are submitted.

3. Contents of Reports. Contractor shall not make any changes to the approved schedule, including the milestones, when reporting its progress in the monthly reports. The report information shall include the approved schedule dates and milestones and the following additional information:

- a. Actual start dates;
- b. Actual finish dates;
- c. Activity percent completion;
- d. Remaining duration of activities in progress;
- e. Identified or highlighted critical activities and problem areas;
- f. Summary of Work accomplished during the past update period;
- g. Analysis of time lost/gained during the update period; and
- h. Recommended solutions to current problems.

4. Recovery Schedule. In the event Contractor, in the reasonable judgment of Metra, is failing to meet the approved schedule, including milestones, Contractor shall submit a recovery schedule within seven (7) days of such notice from Metra. The recovery schedule shall set forth a plan to eliminate the schedule slippage. The plan must be specific to show the methods to achieve the recovery of time, i.e. increasing manpower, overtime, weekend work, employing multiple shifts. All costs associated with implementing the recovery schedule shall be borne by the Contractor, unless otherwise agreed to by Metra in writing. Metra will review the recovery schedule within 14 days of receipt. If the recovery schedule is rejected, Contractor must submit a revised schedule within 7 business

days of rejection. In the event Contractor fails to submit an acceptable revised schedule, Metra reserves the right to terminate this Agreement for default or convenience.

5. Revised Schedule. Subject to equitable adjustments, Metra may require Contractor to revise the schedule for the following:

- a. Changes in the Work;
- b. Re-phasing of a project or any phase;
- c. A change in the duration of the project, phase, or funding; and
- d. Acceleration of the project or phase.

C. **DELAY.**

1. Excusable. If Contractor is delayed in the performance of the Work, Contractor must immediately, upon receiving knowledge of such delay, give written notice to Metra and request an extension of time for performance or completion of the Work. Metra shall examine the request and determine if Contractor is entitled to an extension of time because of an excusable delay. Excusable delays include wide labor disputes, acts of God or a public enemy, acts of Metra or a funding agency not resulting from Contractor's unacceptable services, fire, strikes, flood, and the like. No claim for damages shall be made by either party for excusable delays. Metra shall notify Contractor of Metra's decision in writing and that decision shall be final and binding.

2. Inexcusable. Delays that are not beyond Contractor's reasonable control are a material breach of this Agreement. Such delays may also affect Contractor's status as a responsible proposer or Metra's evaluation of Contractor's performance for future work for Metra. In any event, Contractor shall continue to perform the Work to the extent possible under the circumstances, and resume normal performance as soon as possible, whether or not an extension is granted. Metra shall not be obligated to grant extensions, whether or not excused.

D. **LIQUIDATED DAMAGES. RESERVED**

E. **RESPONSIBILITY FOR AGENTS AND EMPLOYEES.** Contractor represents that it shall utilize the services of individuals skilled in the profession for which they are performing services for this Agreement. In the event that Metra determines, in its sole discretion, that any individual performing services for Contractor under this Agreement is not providing such skilled services, it shall notify Contractor and Contractor shall promptly replace that individual.

F. **LICENSES AND PERMITS.**

1. Contractor, or its employees who would perform services requiring a license, shall have and maintain any required license. With the prior

written consent of Metra, Contractor may meet the license requirement through use of a subcontractor.

2. To the fullest extent possible under applicable law/codes, Contractor shall apply for and obtain all permits for the project being designed. In those instances where the Contractor is prohibited by applicable laws or codes from obtaining such permits, Contractor shall perform all preliminary work for permit applications to assist Metra, its Contractor(s), or others (on behalf of Metra) to obtain the permit in the shortest period of time. Contractor shall cooperate with and assist Metra's contractor (awarded to construct the project) in reviewing and submitting permit applications, and obtaining permits.

G. PROFESSIONAL AND PERSONAL SERVICES. This Agreement is for professional and personal services. Metra has relied on representations made by Contractor on who will perform certain work either directly by Contractor or through a named sub-Contractor. Therefore, any sub-Contractor, outside associate, personnel, or contractor required by Contractor in connection with the services covered by this Agreement will be limited to those sub-Contractors, outside associates, personnel, and contractors who were specifically identified and agreed to during negotiations. If Contractor is unable to secure or retain such persons named by Contractor, Contractor shall not be relieved of its obligations to complete performance. Contractor shall obtain Metra's written consent before making any substitution for these or any other sub-Contractors, outside associates, personnel, or contractors. Contractor shall include this provision in its contracts with its first tier sub-Contractors to prevent further subcontracting without Metra's written consent.

H. PAYMENT OF SUBCONTRACTORS. Contractor agrees to pay each sub-Contractor under this Agreement, in proportion to the work completed by each one, no later than 15 days from the receipt of each payment Contractor receives from Metra. Contractor further agrees to return retainage payments to each sub-Contractor within 15 days after the sub-Contractor's work is completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval from Metra. Contractor must resolve all payment disputes with its sub-Contractors expeditiously. If Contractor fails to pay its sub-Contractors in a timely manner, or fails to expeditiously resolve any payment disputes with its sub-Contractors, such failure may constitute a material breach of this Agreement.

I. ASSIGNMENT. Assignment or delegation of this Agreement by Contractor without the prior written approval of Metra is a material breach of this Agreement. This Agreement shall be binding on, and inure to the benefit of, the respective successors, assigns, heirs, and personal representatives of Metra and Contractor. Any successor to Contractor under this Agreement must be approved in writing by Metra, which approval Metra may grant or deny in its sole discretion. Any successor must agree to perform all terms, conditions, and requirements of this Agreement as a condition precedent to such succession.

4. DOCUMENTS FORMING THIS AGREEMENT.

All written information which Contractor has furnished to Metra in connection with Metra's request for proposals forms a part of this Agreement and the basis on which Metra has decided to award this Agreement to Contractor. Contractor hereby represents to Metra that all facts, plans, or promises contained therein, other than such as may be contradicted by or expressly superseded by Contractor's offer or last offer, are true, and Contractor acknowledges that Metra is entitled to rely thereon. This Agreement constitutes the entire Agreement between the Parties. All amendments to this Agreement must be in writing and executed by the authorized officers of each party. The Parties further agree that this Agreement consists of the following:

Exhibit 1: Scope of Work & General Contract Conditions

Exhibit 2: Contractor Submittals

5. TERMINATION.

Metra may terminate this Agreement at any time, with or without cause, by giving written notice to Contractor at the address specified above. Termination shall be effective upon receipt of such notice by Contractor through actual delivery in person, fax, or regular or certified mail.

A. CONVENIENCE. If Metra terminates this Agreement other than for breach by Contractor, Metra agrees to pay Contractor, and Contractor agrees to stop Work as stated in the notice and accept as its sole remedy, Contractor's unpaid costs expended to date of termination. After receipt of a notice of termination and except as otherwise directed by Metra, Contractor shall: (1) stop Work under this Agreement on the date and to the extent specified in the notice of termination; (2) place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the Work under this Agreement as is not terminated; (3) terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by such notice; (4) account for any property in its possession belonging to Metra, and dispose or return of such property as directed by Metra; and (5) generally act in such manner as is necessary to mitigate and minimize the amounts payable by Metra hereunder.

B. BREACH. Unless Contractor cures defaults within seven (7) calendar days after receipt of written notification of such default, Contractor shall be in total breach of this Agreement. If Metra terminates this Agreement for breach by Contractor, Contractor shall be liable for and reimburse Metra on demand for all damages incurred by Metra, including but not limited to, incidental and consequential damages, and Metra's cost for having the Work completed by another Contractor or with Metra's own employees. In addition, Metra expressly reserves all of its rights and remedies under law and equity for Contractor's breach.

6. INSURANCE.

Contractor shall obtain and continuously maintain the professional liability insurance specified in the insurance exhibit to the Request for Proposals covering all claims whenever made, arising out of this Agreement and/or performance of the Work. Certificates of this insurance and an additional insured endorsement shall be furnished from time to time to Metra upon its request.

Metra is not obligated to issue a Notice to Proceed under Section 3.A until Metra has determined that the requirements of this Section have been satisfied.

7. ETHICS.

A. NON-COLLUSION. Contractor warrants that it has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of Metra, or to any other Contractor, for the purpose of obtaining this Agreement.

B. PROHIBITED INTERESTS.

1. No board member, officer, or employee of Metra shall have any interest, direct or indirect, in this Agreement or its proceeds during his/her tenure.

2. No member or delegate to the Illinois General Assembly or the Congress of the United States shall be admitted to any share or part of this Agreement, or to any benefit arising from it.

C. AFFIDAVIT/CERTIFICATIONS. Contractor reaffirms the information contained in the Affidavit/Certification exhibit and, to the best of Contractor's knowledge, the exhibit is still accurate. If Contractor becomes aware, at any point throughout the duration of this Agreement, that any statement or information provided by the Affidavit/Certification exhibit is inaccurate or is no longer true, Contractor shall immediately notify Metra and identify the inaccurate or false statement or information.

D. STATE OF ILLINOIS GIFT BAN ACT. Contractor shall comply with the applicable provisions of the State of Illinois Gift Ban Act, 5 ILCS 430 (Article 10) et seq., and refrain from providing gifts to Metra's employees in violation of Metra's Gift Ban Policy, which is incorporated herein by reference.

E. CONFLICTS OF INTEREST. Contractor agrees that it and its subcontractors are under a continuing obligation to disclose any real, potential, or apparent personal or organizational conflict of interest to Metra. Metra employees are prohibited from participating in the selection, award, or administration of a contract or subcontract supported by Metra, federal, or other grant funds if a real or apparent conflict of interest would be involved. In addition, unless approved in writing by Metra and/or any applicable Funding Agencies (as defined below), no contract or subcontract for the construction of a project or the acquisition of additional services or products related to this Agreement shall be awarded to any firm that would create, as determined by Metra in its sole discretion, any real, potential, or apparent personal or organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed contract or subcontract may, without some restriction, results in an unfair competitive advantage or impair the objectivity of Contractor in performing the contract work. Submission of any response to this procurement is in violation of this requirement will not be considered further and constitutes a material breach of this contract which is cause for termination of this contract. This clause shall survive the termination of this Agreement.

8. EMPLOYMENT AND CIVIL RIGHTS.

A. ILLINOIS EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS.

In the event of Contractor's non-compliance with the provisions of this equal employment opportunity clause, the Illinois Human Rights Act ("Act"), or the rules and regulations of the Illinois Department of Human Rights ("Department"), Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois, or any of its political subdivisions, or municipal corporations; and this Agreement may be canceled or voided in whole or in part; and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, Contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate action to rectify such underutilization;
2. That, if it hires additional employees in order to perform this Agreement or any portion thereof, it will determine the availability (in accordance with the Department's rules and regulations) of minorities and women in the area(s) from which it may reasonably recruit, and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized;
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service;
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of Contractor's obligations under the Act and the Department's rules and regulations. If any such labor organization or representative fails or refuses to cooperate with Contractor in its efforts to comply with such Act and rules and regulations, Contractor will promptly so notify the Department and Metra, and will recruit employees from other sources when necessary to fulfill its obligations thereunder;
5. That it will submit reports as required by the Department's rules and regulations, furnish all relevant information as may from time to time be requested by the Department or Metra, and in all respects comply with the Act and the Department's rules and regulations;
6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of Metra and the Department for purposes of

investigation to ascertain compliance with the Act and the Department's rules and regulations;

7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such sub-Contractor in the same manner as with other provisions of this Agreement. Contractor will be liable for compliance with applicable provisions of this clause by such sub-Contractors, and further it will promptly notify Metra and the Department in the event any sub-Contractor fails or refuses to comply therewith. In addition, Contractor will not utilize any sub-Contractor declared by the Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations; and

8. That Contractor will have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under state law; (iii) a description of sexual harassment, utilizing examples; (iv) Contractor's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department and the Human Rights Commission ("Commission"); (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Act. A copy of the policies shall be provided to the Department upon request.

B. FEDERAL CIVIL RIGHTS REQUIREMENTS. The requirements of this Section flow down to Contractor and its sub-Contractor at every tier.

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal

Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- b. Age - In accordance with 29 U.S.C. §§ 621 et seq., 42 U.S.C. §§ 6101 et seq., and Federal transit law at 49 U.S.C. § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
- c. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

3. Contractor agrees to comply with all applicable requirements of any other nondiscrimination statute(s) that may apply to the project, and Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

C. DISADVANTAGED BUSINESS ENTERPRISE. In connection with the performance of the Work, Contractor will cooperate with Metra in meeting its commitments and goals with regard to the maximum utilization of disadvantaged business enterprises, and will use its best efforts to ensure that disadvantaged business enterprises shall have the maximum practicable opportunity to compete for any subcontract work under this Agreement.

D. INDEPENDENT CONTRACTOR. Contractor shall be an independent contractor. Services performed pursuant to this Agreement are not rendered as an employee of Metra. Amounts paid pursuant to this Agreement do not constitute compensation paid to an employee.

E. REVOLVING DOOR PROHIBITION. Contractor has reviewed the Affidavit/Certification exhibit and has no knowledge of any former employee or board member being involved in this solicitation process in violation of Section 4.05 of Metra's

Bidding Regulations. All former Metra board members and certain employees are expressly prohibited, for a period of one (1) year after leaving Metra's employ, from engaging in any procurement activity with Metra.

F. CONFIDENTIALITY. Any documents or information obtained by Contractor from Metra or created by or on behalf of Contractor in connection with this Agreement shall be kept confidential and shall not be provided to any third party unless disclosure is approved in writing by Metra, or is required by court order or court rule. Contractor shall require its sub-Contractors, if any, to maintain the confidentiality of Metra's information and documents.

9. RECORDS.

A. RETENTION. Contractor shall maintain records, including those records required under the Compensation Section above, to show its time and costs, and shall submit monthly progress reports describing the portion of the Work already performed and anticipated during the next time period. On 15 day's notice from Metra, all time sheets, billings, and other documentation used in preparing said progress reports shall be made available for inspection, copying, and auditing by Metra at any time during normal business hours, at 547 West Jackson Boulevard, Chicago, Illinois 60661. Contractor shall maintain, for a minimum of five (5) years after the completion of this Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of Metra for the recovery of any funds paid by Metra under this Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

B. AUDIT AND INSPECTION.

1. Contractor agrees to permit, and shall contractually require all of its sub-Contractors at all tiers to permit, the authorized representatives of Metra or the Funding Agencies (as defined below), if applicable, to inspect and audit all work sites, work materials, payrolls, books, accounts, records, supporting documents, and any other documents involving this Agreement.

2. All costs and rates charged by Contractor shall be supported by properly executed payrolls, time records, invoices, vouchers, orders, contracts, or other documents evidencing in detail the nature and propriety of the charges.

3. Costs incurred by Contractor shall be eligible for reimbursement under this Agreement if and to the extent they meet all of the requirements set forth below. They must:

- a. be in conformity with all laws, regulations, and guidelines prescribed by the Funding Agencies (as defined below);
- b. be made in conformance with the scope and provisions of this Agreement;
- c. be necessary in order to accomplish the Work;
- d. be in conformance with the cost principles for allowable direct and indirect costs and rates used by Metra for the professional services specific to this Agreement. Metra may, in its sole discretion,

- accept and use the cost principles established by any applicable Funding Agency;
- e. be documented to the satisfaction of Metra; and
- f. be treated uniformly and consistently under accounting principles and procedures approved or prescribed by Metra.

4. Metra's payment of any costs and rates pursuant to this Agreement shall not constitute a final determination by Metra of the allowability of such costs and rates until an audit under the provisions of this Agreement has been certified as completed or waived by Metra. In addition, such payments made prior to audit or waiver thereof shall not constitute a waiver of the breach of any terms of this Agreement by Contractor.

5. The close out of this Agreement does not alter in any way the reporting and retention requirements stipulated herein and does not alter Contractor's obligation to return any monies due under this Agreement on the basis of any later audit or other review.

6. If Metra determines after an audit that Contractor's direct or indirect costs or rates submitted hereunder are expressly unallowable under the express provisions of this Agreement, Contractor shall refund to Metra the amount of the disallowed costs and rates.

C. OWNERSHIP. Metra shall retain ownership of all plans, specifications, related documents, computer disks, software, and all other materials provided to Contractor in connection with this Agreement.

The system used to provide services to Metra hereunder is a privately developed, commercially available system and is not being developed by Contractor under this Agreement. According all right, title and interest (including copyright) in and to the products used to provide the services to Metra (including software provided to end users), including any inventions, creations and improvements whether or not patentable or copyrighted, conceived or made by Contractor in connection with the performance of Contractor hereunder, shall remain in Contractor. Contractor, however, grants to Metra a royalty-free, nonexclusive, and license to reproduce, publish, or otherwise use (or permit Metra's agents to use on Metra's behalf) the products provided by Contractor to Metra, but solely for the benefit of Metra during the term of the Agreement.

D. COPYRIGHT AND RIGHTS IN DATA. This Agreement adopts the United States Department of Transportation, Federal Transit Administration ("FTA") policy on Patent Rights and rights in data and copyrights as set forth in Part II of the standard FTA grant agreement enforceable between Metra and the FTA. As noted above, the system used to provide services to Metra hereunder is a privately developed, commercially available system and is not being developed by Contractor under this Agreement. The Agreement hereunder is accordingly NOT experimental, developmental, or research work funded in whole or in part by the Federal government. As referenced in 37 CFR Part 401 and 49 CFR Parts 18 and 19 patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover

the cost of product. Therefore, as noted above Metra acquires no ownership rights in Contractor patents or other intellectual property. More generally, the software used to provide the services under this Agreement is a "commercial item," as that term is defined in 48 C.F.R. 12.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), and equivalent FTA provisions, all U.S. Government End Users acquire rights to use the software with only those rights set forth herein.

E. FOIA REQUIREMENTS. Metra is subject to the Illinois Freedom of Information Act (5 ILCS 140/1 et seq., "FOIA"), and pursuant to the FOIA, this Agreement is subject to disclosure. In addition, from time to time, Metra may be required to produce certain "public records," as defined in Section 2 of the FOIA, that are in the possession of or under the control of [Company]. Upon Metra's notification to [Company] of a request pursuant to the FOIA, [Company] will, within two (2) business days of Metra's notice, either (i) produce the public records, (ii) notify Metra, in writing, that additional time is required to produce the public records, or (iii) notify Metra, in writing, that the public records do not exist or have been destroyed. In the event that [Company] requires additional time to produce the public records, the written notification under (ii), above, will provide an explanation for the delay and the date when the public records will be received from [Company] by Metra. [Company] agrees that in no event shall a delay to produce public records exceed five (5) business days.

If any failure by [Company] to timely comply with a request for public records results in any adverse consequences to Metra, including, but not limited to, fines or penalties being imposed on Metra, said failure by [Company] shall be deemed a material breach of this Agreement.

10. INDEMNIFICATION AND WAIVER.

To the fullest extent permitted by law, Contractor agrees to indemnify, defend, and save harmless Metra, the Commuter Rail Division of the Regional Transportation Authority, and their respective directors, officers, agents, and employees (cumulatively referred to as the "Indemnified Parties") from all claims, loss, damages, or expenses (including attorney's fees) for alleged infringement of patent, trademark, or copyright laws and rights, arising from any material or design specified in, or supplied pursuant to, this Agreement. Contractor, however, shall not assume the risk of alleged infringement of patent, trademark, or copyright laws and rights and shall not indemnify and save harmless the Indemnified Parties from and against any loss, liability, cost and expense (including attorney's fees) to the extent such material or design was provided by the Indemnified Parties, unless Contractor was aware of or should have been aware of said infringement activity.

Contractor agrees that the above indemnification includes the Illinois Department of Transportation ("IDOT"), FTA, and the Regional Transportation Authority ("RTA") (collectively, "Funding Agency" or "Funding Agencies") if those Funding Agencies participate in the funding of this Agreement.

To the fullest extent permitted by law and except to the extent caused by the Indemnified Parties' gross negligence or willful misconduct, Contractor waives all claims for damage to property or person (including death) sustained by Contractor as a result of Contractor's performance of the Work. The obligations, rights, and remedies of this Section 10 shall survive the termination of this Agreement and the completion of the Work.

In the event any dispute or claim, related to this Agreement, should arise between the Parties, each party agrees to exercise good faith efforts to resolve the matter fairly, amicably, and in a timely manner.

Nothing in this Section 10 is intended to violate the provisions of the Construction Contract Indemnification for Negligence Act, 740 ILCS 35/0.01 et seq., and this section is not intended to be an indemnification of Metra's or its employees' own negligence to the extent such indemnification would be in violation of such provisions.

Notwithstanding anything to the contrary contained herein, Metra acknowledges that Contractor is not responsible for any death, personal injury or damage to tangible property occurring as a result of the criminal or other wrongful acts of persons who are not Contractor personnel, nor is Contractor responsible to defend or indemnify Indemnified Parties against claims resulting from such actions, even if the reason for such claim was action or inaction taken as a result of an event reported through the Contractor system, or the failure of the Contractor system to transmit a report of such event in whole, in part, or accurately.

IN NO EVENT SHALL CONTRACTOR (OR ANY OF ITS SUPPLIERS OR LICENSORS) BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, TORT OR ANALOGOUS DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, LOSS OF BUSINESS, OR LOSS OF GOODWILL, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR METRA'S USE OF (OR INABILITY TO USE) THE SERVICES OR PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. ACCURACY OF WORK.

A. **REVISIONS REQUIRED.** Metra will be relying upon Contractor's expertise to provide accurate work. Thus, Contractor shall be responsible for the accuracy and conformity of the Work with applicable state, federal, and local laws, codes, and permit requirements. Contractor shall promptly make necessary revisions or corrections resulting from its errors, omissions, or negligent acts, and shall do so without additional compensation. Contractor shall be governed by that degree of care, skill, and diligence that the other reputable members of his or her profession would ordinarily exercise under similar circumstances within the State of Illinois. In addition to any other rights and remedies Metra may have, Contractor shall be responsible for any damages incurred as a result of errors, omissions, and/or negligent acts, and for any losses or cost of repair or remedy arising out of such errors, omissions, and/or negligent acts caused by Contractor, its employees, and subcontractors. Metra's review, approval, payment, nor acceptance of the Work required under this Agreement shall constitute or operate as a waiver relieving

Contractor of the professional responsibility for subsequent correction of errors and omissions and/or of any rights under this Agreement. Contractor shall be liable for all damages to Metra caused by Contractor's negligent performance of any services and for subsequent correction of any such errors or omissions, or for clarification of any ambiguities. The obligations, rights, and remedies of this Section 11 shall survive the termination of this Agreement and the completion of the Work.

B. NOTIFICATION OF ERROR. Metra will notify Contractor of any error or omission believed by Metra to be caused by the negligence of Contractor as soon as practicable after discovery. Notification may be given by the most practical means deemed suitable by Metra. Contractor will designate and keep current the name of an individual with proper address and telephone number for purposes of notification hereunder. The notification will advise Contractor of the nature of the matter, the action sought from Contractor, and the time constraints required for response. In the event it is later determined that Contractor was not negligent, Contractor will be compensated for additional services performed in accordance with the compensation provisions of this Agreement.

C. PROJECT MANAGEMENT PLAN/QUALITY MANAGEMENT PLAN. If applicable, Contractor shall conduct all Work according to Metra's latest Project Management Plan and Quality Management Plan.

12. FUNDING.

A. SUBJECT TO APPROPRIATIONS. If this Agreement is for a period of longer than one year, it is subject to the appropriation of funds by Metra's Board of Directors for each year beyond the first year of this Agreement.

B. SUBJECT TO FINANCIAL ASSISTANCE. Payments to Contractor under this Agreement might be funded in part by financial assistance from one or more of the Funding Agencies. If any Funding Agency fails to approve this Agreement or to provide financial assistance in the amounts required to fully fund payments to Contractor, Metra reserves the right to terminate this Agreement. This Agreement is subject to the provisions of the financial assistance agreements between Metra and the Funding Agencies, and in the event of conflict between such Funding Agency agreements and this Agreement, the Funding Agency agreements shall control. Contractor acknowledges that it has had the opportunity to review and copy the Funding Agency agreements before executing this Agreement. Pursuant to the applicable provisions of Metra's Master Agreement with the FTA, Metra gives notice to Contractor that Federal requirements may change, and the changed requirements will apply to this Agreement as required.

C. NO LIABILITY. The Funding Agencies shall not be subject to any obligations or liabilities to Contractor or its sub-contractors or any other person not a party to this Agreement.

D. DESIGN WITHIN FUNDING LIMITS.

1. If this Agreement is for design services, Contractor shall accomplish the design services required under this Agreement so as to permit the award of a contract, using

standard Metra procurement procedures for the acquisition, construction, or manufacture of any real or personal property designed at a price that does not exceed the estimated construction or manufacturing contract price as set forth by Metra. The contract estimate for the procurement or construction contract shall be established as part of the Notice to Proceed or communicated to Contractor in writing at a later date. When bids or proposals for the construction or procurement contract are received that exceed the estimated price, Contractor shall perform such redesign and other services as are necessary to permit contract award within the established construction or procurement contract price. These additional services shall be performed at no increase in the price of this Agreement. However, Contractor shall not be required to perform at no increase in the price of this Agreement if Metra determines that the unfavorable bids or proposals are the result of one of the following: (a) events beyond Contractor's reasonable control; (b) an increase in material cost which could not have been anticipated by reasonable Contractors within the industry; or (c) an undue delay by Metra in issuing the construction or procurement solicitation.

2. Contractor will promptly advise the Contracting Officer if Contractor finds, at any time during the Work, that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design the real or personal property within these limitations. Upon receipt of such information, Metra will review Contractor's revised estimate of construction cost. If Metra determines that Metra's estimated construction or procurement contract price is so low that award of a construction or procurement contract (not in excess of such estimate) is improbable, Metra may either: a) authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction or procurement contract price, or b) adjust its estimated contract price. Contractor's continued performance shall mean acceptance of the above changes or adjustments by Metra. If Metra determines Contractor's cost estimates are reasonable, but does not accept them, Metra may either terminate this Agreement for convenience or release Contractor from the requirements of this Section.

13. CONTRACT CHANGES.

Any change, modification, change order, or amendment (hereinafter "**Contract Change**") to this Agreement must be in writing and approved and signed by Metra's Executive Director or his designee, where authorized. Contract Changes can include, but are not limited to, changes to scope, time extensions, cost, contract terms, or any combination thereof. Contractor shall be liable for satisfactorily correcting, and/or all costs resulting from, any change not ordered in writing and signed by the Executive Director or his authorized designee. Disagreements that cannot be resolved with negotiations shall be resolved in accordance with the Disputes clause.

A. CHANGE ORDERS. By written order, at any time, and without notice to the surety, the Executive Director may, subject to all appropriate adjustments, make changes to the general scope of this Agreement ("**Change Order**").

B. CHANGE ORDER PROCEDURES.

1. Either Metra or Contractor may initiate a Change Order.
2. Metra shall prepare and when appropriate, issue the written Change Order

in conformance with Metra's applicable administrative procedures for Change Orders. Contractor shall supply all requested information, proposals, and any supporting back-up documentation.

3. Contractor Initiated Change Orders

- a. Within fifteen (15) days of when Contractor knows or should have known a cause for a Change Order, Contractor shall send Metra a notification that it intends to submit a Change Order request ("Change Order Notification" or "NCO").
- b. The NCO shall provide Metra with sufficient explanation to understand:
 1. the nature of the prospective Change Order request; and
 2. the rationale or cause.
- c. The purpose of the NCO is not to approve or disapprove a Change Order, but to provide Metra with additional time to research the issues and thus expedite the Change Order process.
- d. Within seven (7) business days of receipt of the NCO, Metra shall inform Contractor whether it believes the potential Change Order request merits further discussion.
- e. Metra's response to the NCO shall not be relied upon as approval of a yet to be submitted Change Order, including any terms, scope, prices, or negotiated hours.
- f. Unless waived by Metra in writing, a Change Order request will not be processed without the prerequisite NCO submittal.

4. After receiving a NCO response from Metra Contractor shall send, if appropriate, the Change Order request complete with all pertinent drawings, prospectus, schedule breakdown, and cost data to Metra's project manager.

C. INELIGIBLE CHANGE ORDER COSTS.

1. The Parties acknowledge that costs incurred by Contractor in response to Metra's comments or changes to NCO submitted for Metra's review are not eligible for a Change Order, and such costs are already incorporated into Contractor's fees.
2. Notwithstanding the above, Contractor must submit a NCO within five (5) business days if it believes that Metra's comments or changes are beyond the work bargained for by the Parties and eligible for a Change Order. Prior to incorporating any Metra comments or changes that Contractor believes are entitled to a Change Order, Contractor must wait for Metra's response to the NCO.

D. CONTRACTOR TO CONTINUE WORK.

Notwithstanding the above, Metra may require Contractor to proceed with any Contract Change. Accordingly, pursuant to the Disputes Clause requiring continued performance of the Work, Contractor shall perform work as set forth in Metra's Contract Change. Failure of the Parties to agree to an adjustment in price or time shall not excuse Contractor from proceeding with the Work as changed. By proceeding with the work as directed by Metra, Contractor shall not be deemed to have prejudiced any claim for additional compensation or an extension of time for completion.

E. CONTRACT CHANGE EFFECTIVE DATE.

Contractor will first analyze any proposed Contract Change request to determine the latest calendar date wherein the change incorporation must commence to minimize (preferably eliminate) any contract time extension. Contractor will immediately notify Metra of this "**Effective Date**" and the prospective schedule impact to permit timely review by Metra staff of overall impact.

14. DISPUTES.

A. DISPUTE RESOLUTION. All claims, disputes and other matters in question between Contractor, Metra, and sub-Contractors arising out of, or relating to, this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Arbitration Rules of the American Arbitration Association then existing, as modified herein, unless the Parties mutually agree otherwise.

B. JOINDER. Metra, Contractor (or any other architect, engineer, or construction manager), sub-Contractors, contractors, surety, subcontractors, or any material suppliers who have an interest in the dispute shall be joined as parties to the arbitration. Metra will endeavor to require any appropriate third party to be subject to joinder. Contractor's contracts with its sub-Contractors shall also require such joinder.

C. AUTHORITY OF THE ARBITRATOR. The arbitrator(s) shall have authority to decide all issues between the Parties including, but not limited to, claims for extras, delay and liquidated damages, matters involving defects in the Work, rights to payment, and whether the necessary procedures for arbitration have been followed. The Parties expressly agree that the arbitrator(s)' authority is limited to interpretation and application of the specific terms of the Agreement between the Parties and the applicable laws of the State of Illinois and to deviate from same constitutes a manifest disregard of the law. The arbitrator(s) shall have no authority to add to, take from, or modify any of the provisions of the contract between the Parties.

D. FINAL BINDING DECISION. The foregoing agreement to arbitrate and any other agreement to arbitrate with an additional person or persons duly consented to by the parties to this Agreement, shall be specifically enforceable under the prevailing arbitration law. Subject to a Funding Agency's consent required below, the award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

E. DEMAND FOR ARBITRATION. The written demand for arbitration shall be served upon the other party to the arbitration and with the American Arbitration Association ("AAA") within ten (10) business days after receiving written notice of Metra's final decision with which it disagrees. If the Parties mutually agree, they may extend the time to file a written demand for arbitration in order to engage in additional negotiations.

F. WORK SHALL CONTINUE. Unless otherwise agreed in writing by Metra, all parties shall diligently and in good faith carry on the work and timely perform their duties during any negotiation or arbitration proceedings, and Metra shall continue to make payments of any uncontested invoices as required by the Agreement.

G. JURISDICTIONAL CHALLENGE. If any proceeding is brought to contest the right to arbitrate and it is determined that such right exists, the losing party shall pay all costs and attorneys' fees incurred by the prevailing party.

H. ADDITIONAL RULES. In addition to the Construction Industry Arbitration Rules of the American Arbitration Association applicable to any arbitration hereunder, the following shall apply:

1. **Pleading.** Promptly upon the filing of the arbitration, each party shall be required to set forth in writing and to serve upon each other party a detailed statement of its contentions of fact and law.
2. **Discovery.** All parties to the arbitration shall be entitled to the discovery procedures and to the scope of discovery applicable to civil actions under Illinois law, including the provisions of the Code of Civil Procedure and Illinois Supreme Court rules applicable to discovery. Such discovery shall be noticed, sought, and governed by those provisions of Illinois law.
3. The arbitration shall be commenced and conducted as expeditiously as possible consistent with affording reasonable discovery as provided herein.
4. These additional rules shall be implemented and applied by the arbitrator(s).

I. FEES AND EXPENSES. The fees and expenses of the arbitration proceedings, i.e. judge's fees, reporter fees, and other AAA's fees, shall be divided equally between Metra and each party to the arbitration. Each party shall pay its own personally incurred fees and expenses, including its own attorney and witness fees.

J. CONSENT BY FUNDING AGENCIES. The Parties agree that upon the submittal of a claim for arbitration, Metra shall promptly notify the appropriate Funding Agency, if any. If in the event the agreement between the Funding Agency and Metra prohibits the use of arbitration as a dispute resolution process, Metra shall promptly notify the parties, and all arbitration activities shall cease. Pursuant to Funding Agency grant conditions, any settlement or decision must be reviewed and approved by the Funding Agency before it is binding on Metra. The Parties may then pursue any claim in a court of law.

15. SAFETY REQUIREMENTS

A. COMPLIANCE. Before entering Metra property or property owned by other railroads that is relevant to this Agreement, Contractor and its sub-Contractors at any tier who meet the definition of a Roadway Worker below shall cause their employees to comply with Metra's Safety Rules and General Procedures (or the applicable safety rules of the railroad where the Work is being conducted). If Contractor or its sub-Contractors perform Work on Metra trackage or trackage of another railroad as part of this Agreement (or within 25 feet of Union Pacific & BNSF trackage), Contractor, sub-Contractors at any tier, and their respective

employees must complete Metra's Contractors Orientation Safety Program located at "contractororientation.com" or the safety orientation of the railroad where Work is being conducted. The web-master will charge a \$20.00 fee for each of Contractor's and its sub-Contractors' employees, and will furnish a contractor orientation course completion card which must be carried at all times by the employee while on railroad trackage where Work is being conducted.

B. DEFINITION. A Roadway Worker is defined as: Any employee of the railroad, or of a contractor to the railroad, whose duties include and who is engaged in the inspection, construction, maintenance, or repair of railroad track, bridges, roadway, signal and communication systems, roadway facilities, or electric traction systems, or in the operation of roadway maintenance machinery on or near track, with the potential of fouling a track.

C. NOTICE. Contractor and its subcontractor are not permitted to work on or near Metra trackage (or within 25 feet of Union Pacific & BNSF trackage) until the Metra employee-in-charge or the other appropriate railroad's employee is present at the job site and the extended job briefing has been conducted.

D. EMERGENCY. CALL METRA POLICE (312) 322-2800

16. MISCELLANEOUS.

A. COMPLIANCE WITH LAWS. Contractor hereby agrees to comply with all applicable statutes, ordinances, building codes, and regulations of the United States, the State of Illinois, Metra, and units of local government. Any contract executed in violation of the terms and conditions of law may be null and void as to Metra.

B. GOVERNING LAWS. To the extent not preempted by federal law, this Agreement is made in and shall be interpreted under the laws of the State of Illinois, and Contractor agrees and consents that only the courts of Cook County, State of Illinois, the United States District Court for the Northern District of Illinois, and 7th Circuit shall have jurisdiction over controversies arising out of this Agreement. The parties to this Agreement irrevocably consent to jurisdiction of such courts and waive any objection based on venue or forum nonconveniens.

C. NOTICES. All notices, demands, elections, and other instruments required or permitted to be given or made by either party upon the other under the terms of this Agreement or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by certified or registered mail with proper postage prepaid, hand delivered, or sent by facsimile transmission, with proof of successful transmission sent by regular mail as either party may from time to time furnish to the other in writing. All notices to Metra shall be sent to the Department Head of Professional Services Procurement.

D. HEADINGS. The section headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement.

E. SET-OFF RIGHTS. Metra may, but shall not be obligated to, withhold from and set-off against any payment otherwise due and payable by Metra under this Agreement, any amount payable by Contractor to Metra under or in connection with this Agreement.

F. SEVERABILITY. If any provision of this Agreement, or any paragraph, sentence, clause, phrase, or word or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that the Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of the Parties.

G. WAIVER. No waiver of any right of a party under this Agreement shall be effective unless made in writing by the party whose rights are thereby waived, stating explicitly that a waiver of a right under this Agreement is intended, and executed by an officer who has authority generally to execute contracts for the waiving party.

H. CONSTRUCTION. Contractor is represented by legal counsel of its choice and is fully aware of the terms of this Agreement. Contractor agrees that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement.

I. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F (or the most recent Circular), are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Metra requests which would cause Metra to be in violation of the FTA terms and conditions

J. INVOICING. Mail invoices to the Accounts Payable Department at Metra, 547 W. Jackson Blvd, Chicago, IL 60661 or email your invoices directly to MetraVendorInvoices@metrarr.com. If your contract has a DBE component, continue also to send a copy of the invoice to Metra's Office of Diversity & Civil Rights.

Complete invoices must include:

- The Purchase Order (PO) or Purchase Agreement (PA) Number provided by Metra.
- The Item Number, as it corresponds to the PO/PA.
- The Product Part Number.
- A description of each Product or Service, as stated in the PO/PA.
- Itemized Quantity, Unit Price, and Invoiced Amount, as stated in the PO/PA.
- The Hours and Rates used, when applicable.
- The Time Period covered by the invoice.
- The Total Invoiced Amount for the invoice.
- The Remit-To-Address.

Invoices must be billed according to the Pricing Exhibits, including any supporting documentation as required by the Terms and Conditions of the PO/PA. Any invoice which is not in compliance with these requirements will be returned by Metra. The due date for such an invoice will start from the date the corrected invoice is received by Accounts Payable. Payment terms are Net 30.

Addendum Acknowledgment: The proposer hereby acknowledges receipt of the following Addenda that are incorporated herein by reference. (If there were No Addenda, write "NONE")
_____. Failure to acknowledge all Addenda may be cause for the bid to be considered non-responsive.

Addendum Numbers: 1

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS
AGREEMENT ON THE DATES RECITED BELOW:

NORTHEAST ILLINOIS REGIONAL
COMMUTER RAILROAD
CORPORATION D/B/A METRA

CONSULTANT

Signature

Jim Derwinski

Name

CEO/Executive Director

Title

Date

Signature

Edward D. English

Printed/Typed Name

CEO

Title

11-26-2018

Date

ELERTS CORPORATION
Company Name

1132 Main Street
Street Address

Weymouth, MA 02190
City, State & Zip Code

781-738-3461

Telephone

ede@elerts.com

Email Address



547 W. Jackson Boulevard, Chicago, IL 60661

312.322.6900

metrarail.com

October 5, 2018

Subject: Request for Proposal (RFP) No.: 22658
Incident Reporting System (IRS)
Addendum No. 1

Dear Sir/Madam:

This Addendum No. 1 is being issued to correct, amend, add and/or delete certain words, phrases, sentences, or paragraphs and to provide Metra's response to questions submitted for Metra's RFP 22658 - Incident Reporting System (IRS).

This Addendum No. 1 shall become part of the RFP and be incorporated into your proposal submittal. All addenda are to be acknowledged on page 24 of the Professional Services Agreement. Failure to acknowledge addenda may at Metra's option disqualify the Proposal.

The RFP Due Date remains October 10, 2018 at the time and place previously advertised. Should you require any additional information, please contact Toyla Rice, Senior Contracting Agent at 312-322-6672 or trice@metrarr.com.

Question 1: Is it mandatory for the system to reside on Amazon Web Services, or can the system reside on our proprietary servers, which host single tenant databases using 256-bit AES encryption and authentication techniques, as well as digital certificate and satisfaction of IP address restriction requirements?

Metra Response: Yes it is mandatory, we want it web-based, not on proprietary servers.

Question 2: Will you consider systems that are not certified NIMS compliant if they demonstrate the ability to fulfill NIMS components?

Metra Response: The system must be NIMS compliant. Please see Exhibit 1-A, Section II, A.2.

Question 3: Is a text-a-tip capability for non-smart phones mandatory? Is it a deal breaker if this is not supported?

Metra Response: Yes it is mandatory. Yes it is a deal breaker.

Question 4: Whether companies from Outside USA can apply for this (like, from India or Canada)?

Metra Response: NO, USA only.

Question 5: Whether we need to come over there for meetings?

Metra Response: Meeting can be done in person or virtually streamed.

Question 6: Can we perform the tasks (related to RFP) outside USA (like, from India or Canada)?
Metra Response: **NO, USA only.**

Question 7: Can we submit the proposals via email?
Metra Response: **No. Please see Exhibit 1-A, Section IV.**

Sincerely,



Gary Sapp
Department Head
Professional Services and Contracts

EXHIBIT 1

SCOPE OF SERVICES, PRICE PROPOSAL, AND GENERAL CONTRACT PROVISIONS



TITLE: INCIDENT REPORTING SYSTEM (IRS)

PR NO. 22658

INCIDENT REPORTING SYSTEM (IRS)
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**REQUEST FOR PROPOSAL NO. 22658
INCIDENT REPORTING SYSTEM (IRS)
SCOPE OF WORK**

I. INTRODUCTION

Northeast Illinois Regional Commuter Railroad Corporation (NIRCRC) D/B/A Metra is the public corporation (unit of local government) that is responsible for commuter rail transportation in Cook, DuPage, Kane, Lake, McHenry, and Will Counties of Northeastern Illinois. Metra is an operational entity, providing approximately 80 million passenger trips, averaging around 300,000 trips each weekday. Metra's existence resulted from legislation enacted by the Illinois General Assembly in November 1983, which reorganized the Regional Transportation Authority (RTA). The RTA, formerly responsible for all levels of public transportation policy in the region, was reorganized as a planning and oversight agency. Legislation then established the Commuter Rail Division (Metra), along with the Suburban Bus Division of the Regional Transportation Authority (Pace) and the Chicago Transit Authority (CTA) as the direct operating subsidiaries of the RTA. Under this arrangement, each of the service boards is entrusted with responsibility for policy-making with respect to actual day-to-day operations, capital investments, fair levels, and the planning service and facilities for their respective systems.

Metra is one of the largest commuter rail systems in the nation. The commuter rail system consists of nearly 500 route miles and over 1,150 track miles serving 241 stations, of which 184 are Americans Disabilities Act (ADA) accessible. There are four major terminals in downtown Chicago with five storage and maintenance facilities located near these terminals. Metra employs approximately 4,400 employees that includes staff of our contract carriers, the Union Pacific (UP), and the Burlington Northern Santa Fe (BNSF). These three operators provide service on eleven separate lines radiating north, south and west of the Chicago Central Business District.

Diesel powered service operates on the BNSF, UP's North, Northwest and West lines, Metra's Southwest Service (SWS), North Central Service (NCS), Milwaukee District (MD) North and West Lines, Rock Island (RI), and the Heritage Corridor (HC). Electric powered service is provided on the Metra Electric District (MED). The operations of the private carriers BNSF and UP are specified by purchase of service agreements with Metra. The Northern Indiana Commuter Transportation District's South Shore Line (SS) also operates electric powered commuter rail into Chicago, but it is not part of the Metra service mark.

Metra, the Commuter Rail Division of the Regional Transportation Authority, is funding strategic capital planning services under this "Request for Proposal" (RFP) within Metra's Division of Strategic Capital Planning.

II. SCOPE OF WORK

A. General System Requirements

The proposer shall provide a proven, commercial-off-the-shelf, 2-way, crowd-sourced Incident Reporting System (IRS) that allows transit riders and employees to use a smartphone app on their mobile phone to communicate safety and security concerns to the transit agency. The IRS smartphone app will allow app users to send a description of the issue being reported along with a photo, video clip, and a GPS map showing where the incident is being reported from. The IRS smartphone app will include the transit agency's most important report types for categorization of incidents, such as suspicious activity, crime in progress or disruptive behavior.

The proposed solution must be capable of providing the following:

1. A hosted cloud-based solution that can be easily accessed through a secure log-on
2. A National Incident Management System (NIMS) compliant communication system
3. Incident-reporting mobile apps for an unlimited number of iPhone and android phones
4. Transmit data over wifi or cellular connections
5. Deliver custom branded mobile apps for iPhone and android with Metra's logo and station information
6. Mobile apps to support visually-impaired app users
7. Mobile apps to support English and Spanish language
8. Mobile app to automatically disable camera flash when user takes a photo
9. Mobile app to automatically store and forward an incident report when there is no cellular or wifi service available
10. Mobile app user to receive automatic message delivery confirmation
11. A text-a-tip phone number and service to allow an unlimited number of non-smartphones to participate
12. Access web-based console with Internet Explorer/Edge current version and prior 2 versions, plus Chrome browser, current version and prior 2 versions
13. Dispatcher to reply to app user or text-a-tip user in real-time
14. Track which dispatcher replied to an incident report
15. Display statistics on the number of each Report Type received
16. Identify surveillance cameras nearby a reported incident, to dispatcher
17. Console ability to broadcast alert messages to all or defined groups of mobile app users
18. Ability to disable flash feature
19. Search for incident reports by date range, key word or report type
20. Heat-map incident reports over a selectable time period
21. Share specific incident reports with other transit or law enforcement agencies
22. Export all or selected incident reports to a PDF or CSV file

B. Administrative Requirements

The proposed system must provide the following administrative requirements:

1. Proposer to provide Dispatch Console Workstation Requirements to Metra to purchase The Windows needed to operate the IRS
2. Allow varying levels of access control to the console
3. Allow administrators to add, delete and modify console operator log-ons
4. Ability to reset passwords
5. Ability to notify a supervisor if an incident report is unopened, after a specified timeout

C. Security Requirements

The proposed system must provide the following security requirements:

1. Varying levels of access within the console
2. Secure access, encrypted data and alert authentication
3. Allow for restricting access to certain features, by dispatcher privilege level
4. Data must be stored with data duplication / backup and security
5. Data must only be accessed from a specified set of Amazon Web Services (AWS) instances using AWS 2048 bit RSA encryption and authentication techniques, as well as a digital certificate and satisfaction of IP address restriction requirements

D. Training and Support

1. Proposer shall provide 2 remote training sessions for transit agency dispatchers
2. Customer support shall be available to dispatchers M-F, 9am to 5pm CST by phone or email, excluding holidays
3. Proposer shall provide 2-one day On-site trainings
4. Proposer will provide digital copies of program and training manuals

E. Backup, Recovery and Redundancy Requirements

1. Ability to maintain 98% uptime of hosted infrastructure, measured on a monthly basis
2. Data is backed up to AWS S3 (data storage service) incrementally, daily
3. Backups must be accomplished without taking the system out of service and without degradation of performance or disruption to operations

F. Software Updates

Proposer must make available at no additional charge, all updates and patches to the software as they are released, for as long as Metra is currently a subscriber to proposer's IRS.

G. Demonstrations

Proposers may be required to provide, at no cost, an on-site demonstration of your system's ability to meet all the requirements. Demonstration shall be on a live system.

III. PROPOSAL QUESTIONS

A pre-proposal conference will not be held. Unless of a general nature, questions submitted should directly reference the corresponding Exhibit and/or attachment and section/bullet. Proposal questions for both administrative and technical aspects must be received by Metra before 4:00 P.M. (LPT) on September 28, 2018 via E-mail at trice@metrarr.com. Individual responses will not be provided. Responses to inquiries received in writing will be posted in an addendum and made available for download from Metra's website www.metrarail.com, under the About Metra, Metra and Business tab. Verbal responses to questions will not be considered binding upon Metra.

IV. SUBMISSION OF PROPOSALS

Proposals are due NO LATER THAN 4:00 P.M. (LPT) on October 10, 2018. Proposals will be properly marked on the outside of the package with the Proposal Title & Proposal Number. Any proposals received after 4:00 P.M. (LPT) will be returned unopened.

Proposals must be submitted to:

Toyla Rice
Sr. Contract Agent
Metra
547 W. Jackson Blvd., 11th Floor East
Chicago, IL 60661

V. EVALUATION METHODOLOGY

This is a competitive negotiated procurement of which Metra may conduct discussion with proposers. Metra will open discussions with proposers who are within the competitive range. Metra reserves the right to award without negotiations or any request for a Best and Final Offer (BAFO). A BAFO process may be initiated if it is determined to be in the best interest of Metra and may be initiated following ongoing contract negotiations or any other evaluation process step. Therefore, initial proposals should be submitted on the most favorable terms the Proposer can submit to Metra.

Proposals will first be evaluated for responsiveness to the submittal requirements within this Request for Proposal (RFP). Proposals that do not evidence compliance may not be considered beyond the preliminary review. Proposals found to be responsive will then be

evaluated by an Evaluation Committee, to determine those proposals that represent acceptable offers that are technically responsive to the requirements of the RFP.

All proposals will be evaluated by Metra in accordance with the Evaluation Criteria stated herein. Award shall be made to the highest ranked proposer offering the best value to Metra. Metra will review and evaluate all responsive written proposals submitted in response to this RFP in order to determine the Competitive Range. Metra may request clarifications and conduct discussions with any offeror who submits a proposal. Metra may elect to conduct interviews with those Contractors in the Competitive Range, which will be separately scored in accordance with the Evaluation Criteria stated herein. The written and interview scores will be combined to determine the total scores and establish the final ranking. Failure of a Contractor to report for an interview will be cause for removing the Contractor's proposal from further consideration provided that Metra has given adequate notice for the Contractor to prepare for the interview. Such adequate notice shall be determined solely by Metra.

Metra will award to the responsible proposer whose proposal is most advantageous and provides the best value to Metra. Accordingly, Metra may not necessarily award to the proposer with the highest technical ranking, nor to the proposer with the lowest price proposal, if doing so would not be in the overall best interest of the agency. If only one proposal is received in response to this RFP and it is found by Metra to be acceptable, then a detailed cost proposal may be requested of the single proposer. The cost analysis will establish if the price is fair and reasonable. The proposer has agreed to provide needed data by submitting a proposal in response to this RFP.

VI. REVIEW OF PROPOSAL FOR RESPONSIVENESS AND PROPOSER FOR RESPONSIBILITY

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this RFP and if the proposer is responsible.

A responsive proposal is one that follows the material requirements of this RFP, includes all documentation, is submitted in the format outlined in this RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed nonresponsive.

A responsible proposer is one that demonstrates the capability to satisfy the commercial and technical requirements set forth in this RFP. A proposer's failure to demonstrate that it is responsible may result in the proposal being rejected.

Any proposal found to be nonresponsive or any proposer that is found to be not responsible will not be considered further for award. Proposals that do not comply with the RFP instructions and requirements or do not include the required information may be

rejected as insufficient and may not be further considered. Metra will provide written notification to proposers if their proposal has been deemed non-responsive. Metra reserves the right to waive minor informalities or irregularities in the proposals received and reserves the right to request a proposer to provide additional information and/or to clarify information.

VII. STATEMENT OF OFFER

By submitting your proposal you are stating that the proposal is good for 180 days after the proposal due date.

VIII. PERIOD OF PERFORMANCE

The performance period of this contract will be five (5) years from the Notice to Proceed (NTP) letter issued by Professional Services Procurement.

IX. PLACE OF PERFORMANCE

Performance of this Contract will take place at 547 W. Jackson, Chicago, IL 60661.

X. EVALUATION CRITERIA

The following are the complete criteria by which proposals from responsible proposers will be evaluated and ranked for the purposes of determining any competitive range and to make any selection of a proposal for a potential award. Any exceptions, conditions, reservations or understandings explicitly, fully, and separately stated on the Request for Change to Terms and Conditions (Exhibit 1-E), which do not cause Metra to consider a proposal to be outside the competitive range, will be evaluated according to the respective evaluation criteria below in order of importance:

1. Contractor's previous experience
2. Contractors demonstrated ability and expertise
3. Price

XI. PROPOSAL SUBMITTALS

FORMAT

1. All documents must be in 8 1/2 x 11 inch format.
2. Submit any additional useful information, such as brochures.

TECHNICAL PROPOSAL

The technical proposal submission shall include the following:

1. Submit five (5) copies of your technical proposal; marked "Copy"
2. Submit one (1) original of your technical proposal; marked "Original"

Proposal Identification

1. Proposal Name and Proposal Number
2. Legal Name, address, telephone number and email of proposing organization.
3. Name and title of individual authorized to negotiate and contractually bind the Proposer during the period of the proposal evaluation, negotiation and contract finalization.

Cover Letter

1. Brief summarization of your organization's understanding and approach to address this request for proposal, as well as a narrative of the key points of the proposal.
2. Your organization's set up for this type of project.
3. An index of the technical proposal documents requested.

General

1. Qualifications & Experience of Firm
 - a. Brief narrative of successful performance as the Prime Consultant on 10 or more similar types of projects, indicating knowledge of subject matter.
 - b. Prior transportation experience, both private and public, and government experience should be noted.
2. Approach/Methodology to Proposed Tasks
Proposed written approach for requirements in sections II (above) must be submitted. Specific past experience of the team performing similar requirements should be cited where appropriate.
3. Qualifications & Experience of Key Personnel:
 - a. Identification of staff, roles, technical disciplines and areas of expertise present within staff for the project.
 - b. Current resume of key staff officer(s) that will be assigned to this contract.
 - c. At least three (3) references and the projects completed for key staff personnel.

CONTRACT DOCUMENTS

The general contract document submission shall include the following and be submitted concurrently with the technical proposal:

1. Submit separately one (1) complete copy of the RFP and Addenda (if applicable). This copy is to include an executed Professional Services Agreement with original signature and acknowledgement of Addenda, and a notarized copy of Exhibit 1-B – Affidavits/Certifications.

PRICE

2. Submit one (1) sealed copy of the price proposal separately and concurrently with the technical proposal.

XII. RESERVATIONS

You must read and understand the solicitation and tailor your proposal to ensure compliance. Metra reserves the right to: (i) amend the solicitation; and (ii) reject any or all proposals submitted. Metra is not responsible for and will not pay any costs associated with the preparation and submission of your proposal. No proposer shall have any rights against Metra arising at any state of the solicitation from any negotiations that take place, or from the fact that Metra does not select a proposer for negotiation, or because Metra chooses another proposer with whom to contract. If your firm is selected, you shall not commence, and will not be paid for any work performed prior to the date all parties execute the contract.

XIII. METRA'S PROPOSAL PROTEST PROCEDURES

Metra will use, if necessary, the applicable provisions of its Bid Protest Procedures (Procedures) for this RFP. References under the procedures to bid, bidders, and the lowest bidder shall mean proposal, proposers, and highest ranked proposal, respectively. The proposer has the right to protest against the RFP. There are important time limits set forth in the Procedures which are summarized here, but this paragraph is not meant to be a substitute for the Procedures. For a complete copy of Metra's Procedures and instructions on the applicable terms and provisions, contact the Contracting Officer. Any discrepancies between this paragraph and the Procedures shall be decided by applying the Procedures, except that deadlines stated below are specifically for the RFP. If you wish to protest this solicitation, the protest must be filed with Metra no later than (5) days before the Due Date. If you wish to protest the proposal evaluation, the protest must be filed with Metra no later than five (5) days after you have been notified that your proposal was rejected as non-responsive. If you wish to protest award of the Contract, the protest must be filed with Metra, in writing, no later than five (5) days after Metra notifies proposers, in writing or orally, of its intent to award the Contract.

XIV. FOIA REQUIREMENTS

Metra is subject to the Illinois Freedom of Information Act (5 ILCS 140/1 et seq., "FOIA"), and pursuant to FOIA, your proposal and any subsequent agreement is subject to disclosure. In addition, from time to time, Metra may be required to produce certain "public records" as defined in Section 2 of the FOIA, that are in the possession of or under the control of proposer/operator. Upon Metra's notification to proposer/operator of a request pursuant to the FOIA, proposer/operator will, within two (2) business days of Metra's notice, either (i) produce the public records, (ii) notify Metra, in writing, that

additional time is required to produce the public records, or (iii) notify Metra, in writing, that the public records do not exist or have been destroyed. In the event that proposer/operator requires additional time to produce the public records, the written notification under (ii), above, will provide an explanation for the delay and the date when the public records will be received from proposer/operator by Metra. Proposer/operator agrees that in no event shall a delay to produce records exceed five (5) business days.

If any failure by proposer/operator to timely comply with a request for public records results in any adverse consequences to Metra, including, but not limited to, fines or penalties being imposed on Metra, said failure by proposer/operator shall be deemed a material breach of this Agreement, and proposer/operator shall indemnify, defend, and hold harmless Metra for any damages, costs, liabilities, and fees (including attorney's fees) that result from such breach.

XV. CONFLICTS OF INTEREST

By submission of a proposal the Contractor agrees that the Contractor is prohibited from performing any work or services for Metra that conflicts with the role of the Contractor in any other contracts between the Contractor and Metra. The Contractor understands and agrees that the restrictions provided in this paragraph are applicable to all sub-Contractors, which are to be used by the Prime Contractor for the proposed services. The Contractor has sole responsibility for compliance with this provision. Submission of any response to this RFP in violation of this requirement will not be considered further and constitutes a material breach of this contract which is cause for termination of this contract.

AFFIDAVITS/CERTIFICATIONS FOR CONTRACTORS

FILL IN THE BLANKS AND SUBMIT THIS FORM WITH PROPOSAL. HAVE
APPLICABLE SIGNATURES NOTARIZED ON PAGES 5 AND 6.

STATE OF MASSACHUSETTS

COUNTY OF Norfolk

The Undersigned represents that s/he is Edward D. English ("Undersigned") the
(Print Name)

CEO of ECERTS CORPORATION
(Print President or Other Proper Title) (Print name of Entity)

("Company" or "Undersigned") and is authorized to attest on behalf of himself/herself and

ECERTS CORPORATION, and states as follows:
(Print Name of Company)

A. PROHIBITED INTERESTS AND CONFLICTS OF INTEREST.

1. PUBLIC OFFICER PROHIBITED ACTIVITIES ACT AFFIDAVIT

The Company is the proposer submitting this proposal and that the proposer is in compliance with provisions set forth in the Public Officer Prohibited Activities Act, 50 ILCS 105/0.01, et seq., and to the best of its knowledge and belief, no person holding office, either by election or appointment under the laws or constitution of this State, is in any manner interested, either directly or indirectly, in his/her own name or in the name of any other person, association, trust, or corporation, in this contract or the performance of any work/services under this contract which such officer has been or may be called upon to act or vote.

2. METRA'S CONFLICTS OF INTEREST ORDINANCE

Pursuant to 4.03 of Metra's Bidding Regulations:

Members of the Board, officers, and employees of Metra, their spouses, their children, their parents, their brothers and sisters and their children, are prohibited from having or acquiring any contract or any direct pecuniary interest in any contract which will be wholly or partially performed by the payment of funds or the transfer of property of the Metra. Any firm, partnership, association, or corporation from which any member of the Board, officer, or employee of the Metra is entitled to receive more than seven and one half percent (7-1/2%) of the total distributable income, is prohibited from having or acquiring any contract or direct pecuniary interest in any contract which will be performed in whole or in part by payment of funds or the transfer of property of Metra.

EXHIBIT 1-B

Any firm, partnership, association, or corporation from which members of the Board, officers, employees of Metra, their spouses, their children, their parents, their brothers and sisters and their children, are entitled to receive in the aggregate more than fifteen percent (15%) of the total distributable income, is prohibited from having or acquiring any contract or direct pecuniary interest in any contract which will be performed in whole or in part by the payment of funds or the transfer of property of Metra.

Board members and employees are prohibited from participating in the selection, award, or administration of a contract supported by Metra funds, federal funds, or any other grant funds if a real conflict of interest or to his or her knowledge, an apparent conflict of interest would be involved. A real or apparent conflict of interest would arise when any of the following has an interest in the entity selected for award: (a) an employee, officer, board member, or agent; (b) any member of his or her immediate family (as listed above in the first paragraph); (c) his or her business partner; or (d) an organization that employs; or intends to employ, any of the above. "Apparent" is defined under this paragraph as being one in which a person is an officer or director of an entity, or has an interest in the ownership or profits of an entity, and such interest appears substantial to a reasonable person. "Interest" is defined under this paragraph as a direct or indirect entitlement to receive any of the entity's profits.

In addition, Undersigned states that no officer of Metra has represented, either as an agent or otherwise, the proposer with respect to this application or bid for contract. Finally, Undersigned states that to best of its knowledge and belief, no officer of Metra has received or been offered from any person on behalf of the proposer, either directly or indirectly, any money or other thing of value as a gift, bribe, or means of influencing any vote or action in any official's capacity. Furthermore, Undersigned certifies that, to the best of its knowledge, it is in compliance with Metra's Bidding Regulations and is unaware of any of the foregoing persons having an interest prohibited by Section 4.03 of the Bidding Regulations.

B. NON-COLLUSION AFFIDAVIT

The Company is the proposer submitting this proposal and that such proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, organization or corporation; that such proposal is genuine and not collusive or a sham and that said proposer has not been a party to any agreement or collusion among bidders/proposers or prospective bidders/proposers in restraint of freedom of competition by agreement to bid a fixed price or otherwise, or to refrain from proposing, and has not, directly or indirectly, by agreement, communication, or conference with anyone, attempted to induce action prejudicial to the interest of Metra, or of any proposer or anyone else interested in the proposed contract.

C. CERTIFICATE FOR PROPOSAL

As a part of its offer to contract for services to Metra, the Undersigned hereby certifies that neither the Company nor any of its principals are barred from proposing on the aforementioned contract as a result of a violation of either Section 33E-3 or 33E-4 of 720 ILCS 5/33E.

D. CERTIFICATE OF DEBARMENT

As the potential contractor for a primary contractor subcontractor to a primary contractor for subcontracts over \$25,000.00, the Undersigned certifies to the best of its knowledge and belief, the Company and its principals:

1. Are not included on the U.S. Comptroller General's Consolidated List of Persons or Firms Debarred from federal contracts for violations of various public contracts incorporating labor standard provisions;
2. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, or local government entity;
3.
 - a. Have not been convicted under the laws of Illinois or any other state of bribery or attempting to bribe any government officer or employee or have made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct. No business shall be barred from contracting with Metra as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and: i) the business has been finally adjudicated not guilty; or ii) the business demonstrates to Metra, and Metra finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961. For purposes of this Subsection (a), when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct. Contractor hereby certifies that the contractor and its subcontractors are not barred from being awarded a contract or subcontract under this Section.
 - b. Are not convicted of a felony. No person or business shall do business with Metra from the date of conviction until 5 years after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business. Contractor hereby certifies the Contractor is not barred from being awarded a contract under this Section.
4. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (federal, state or local) for any reason; or
5. Have not, within a three-year period preceding this proposal, had one or more public transactions (federal, state or local) terminated for cause or default.

(If the Undersigned is unable to certify to any of the statements in this certification, the Undersigned shall attach an explanation).

THE UNDERSIGNED CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF THE FEDERAL FALSE CLAIMS ACT ARE APPLICABLE THERETO.

E. CERTIFICATION OF RESTRICTIONS ON LOBBYING

This certification is required to be completed with the solicitation if the proposal exceeds \$100,000.00. Failure to return this certification with the solicitation may result in a determination that the offer is non-responsive or non-responsible.

The Undersigned certifies to the best of its knowledge or belief that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Undersigned, to any person for influencing or attempting to influence an officer or employee of 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 contact, the making of any federal grant, the making of an 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 or 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 federal contact, 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 document for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

F. REVOLVING DOOR PROHIBITION

The Undersigned has reviewed its list of employees (and subcontractors) involved in this procurement and it has no knowledge of any former Metra employee being involved in the solicitation process in violation of Section 4.05 of Metra's Bidding Regulations.

Section 4.05 states that all Metra Board members and non-contract personnel in specified positions are expressly prohibited, for a period of one (1) year after terminating employment with Metra, from engaging in any procurement activity with Metra. A "specified position" is one that is non-contract, is held for a period of six (6) months preceding such termination, is at a Grade P12 or above (including M Grades), and is not merely clerical or ministerial in nature. The prohibition includes, but is not limited to: lobbying the procurement process; specifying; bidding; or proposing bid, proposal, or contract documents on the part of the former employee or Board member, or in association with the former employee or Board member by or on behalf of any firm, partnership, association, or corporation affiliated with the former employee or Board member. The Undersigned certifies that the award and/or execution of a contract would not cause any violation of Section 4.05.

G. CONTINUING OBLIGATION TO INFORM METRA

If Company acquires information after executing this certification that there may be an actual or apparent violation of any of the above Company shall promptly bring such information to the attention of Metra's Procurement Officer. Company shall thereafter cooperate with Metra's review and investigation of such information, and comply with any instruction it receives from Metra in regard to remedying the situation.

H. PENALTIES

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the Contract pursuant to Metra's regulations and 31 U.S.C. 1352. A Company who makes a false statement, materials to the certification, is subject to termination for cause. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Company understands and agrees that the provisions of 31 U.S.C. 3801, et seq., apply to this certification and disclosure.

ELERTS CORPORATION

(Print) Name of Company

By: Edward J. English, CEO

Date: 10-8-18

Signature of Person Making Affidavit (Undersigned listed above)

CEO

(Print) Title of Person Making Affidavit

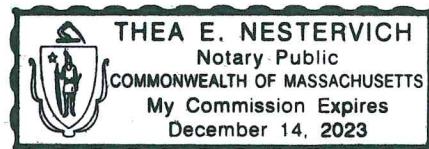
NOTARIZE HERE

Subscribed and sworn to before me

This 8 day of October 2018.

Thea E. Nestervich

Notary Public



CERTAIN SUBCONTRACTOR SIGNATURES REQUIRED ON NEXT PAGE

SUBCONTRACTOR
DEBARMENT CERTIFICATION

NOTE: PRIMARY CONTRACTOR IS RESPONSIBLE FOR THIS FORM BEING SUBMITTED PRIOR TO AWARD. SUBCONTRACTOR(S) WITH SUBCONTRACTS OVER \$25,000.00 MUST ALSO COMPLETE AND SIGN THE FOLLOWING:

STATE OF N/A

COUNTY OF N/A

The Undersigned represents that s/he is N/A ("Undersigned Subcontractor") the
 (Print Name)
N/A of N/A
 (Print "President" or Other Proper Title) (Print name of Subcontractor Entity)

("Subcontractor" or "Undersigned Subcontractor") and is authorized to attest on behalf of himself/herself and Subcontractor Entity by stating as follows:

1. As a subcontractor to a primary contractor for subcontracts over \$25,000.00, the undersigned Subcontractor certified to the best of its knowledge and belief that the debarment statements in Section D above are truthful and accurate.
2. If Undersigned Subcontractor acquires information after executing this certification that there may be an actual or apparent violation of any of the above, Subcontractor shall promptly bring such information to the attention of Metra's Procurement Officer.
3. The provisions of Section 1 above are applicable.

Not Applicable, No Subcontractor
 (Print) Name of Subcontractor Entity

By: _____ Date: 10-8-18
 Signature of Person Making Affidavit (Undersigned listed above)

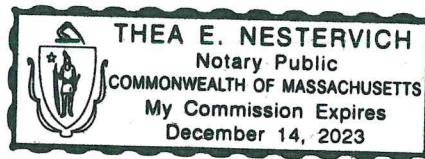
(Print) Title of Person Making Affidavit

NOTARIZE HERE

Subscribed and sworn to before me

This 8 day of October 2018.

Thea E. Nesterovich
 Notary Public



ELERTS Price Proposal
Incident Reporting System (IRS)

This is a Fixed Unit Price Contract for a Not-to-Exceed Grand Total. Proposers shall provide fixed unit prices to provide all services as described in this Request for Proposal for 60 months. Modification of this price proposal is not allowed and may result in a non-responsive determination of your proposal. Metra shall award to the highest ranked firm providing the best value to Metra. The fixed unit prices shall include all applicable costs (i.e. labor, materials, direct costs, profit, travel, insurance, etc.) as these charges will not be billed or paid for separately. Additional charges will not be allowed billable under this contract.

Project Description	Price
Custom-app configuration for iPhone & android (one-time fee)	\$ 25,000.00
Five-year Service Subscription	242,968.00
Unlimited iPhone/Android Mobile App users	0
Up to 100 web-console users	0
Two webinar Training Sessions	0
Annual System maintenance, including all software updates	0
TWO – One-day, 6-hours, on-site Training --- Train the trainer	5,600.00
Other	
GRAND TOTAL	\$273,568.00



INSURANCE REQUIREMENTS

REQUISITION NUMBER PR22658EVENT PUBLIC AWARENESS SMARTPHONE APP

Effective concurrently with the commencement of the work, the contractor/vendor shall obtain and maintain throughout the life of the work, the insurance coverage as noted below. Coverage must meet the requirements the following pages of this Exhibit. With the exception of Professional Liability, all coverage needs to be written on an occurrence form and with an insurer carrying an AM Best rating of A-VII or better.

TYPE OF COVERAGE	AMOUNT REQUIRED
1. WORKERS' COMPENSATION: Coverage A - Statutory Coverage B - \$ <u>7(1)(s)</u>	\$ <u>7(1)(s)</u> Limits of Liability
2. COMPREHENSIVE GENERAL LIABILITY (BROAD FORM): Bodily Injury Liability & Property Damage Liability (combined)	\$ <u>7(1)(s)</u> Each Occurrence \$ <u>7(1)(s)</u> Aggregate
3. EXCESS COMPREHENSIVE GENERAL LIABILITY-EXCESS OF PRIMARY LIMITS (1), (2) and (4) Bodily Injury Liability & Property Damage Liability (combined)	\$ <u>7(1)(s)</u> Each Occurrence \$ <u>7(1)(s)</u> Aggregate
4. AUTOMOBILE LIABILITY: Bodily Injury Liability & Property Damage Liability (combined)	\$ <u>7(1)(s)</u> Combined Single Limit
5. PROFESSIONAL LIABILITY	\$ <u>7(1)(s)</u> Each Occurrence \$ <u>7(1)(s)</u> Aggregate



Additional Insureds shall be as follows: The Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation, and its affiliated separate public corporation known as the Northeast Illinois Regional Commuter Railroad Corporation, both operating under the service mark Metra as now exists or may hereafter be constituted or acquired, and the Regional Transportation Authority, an Illinois municipal corporation.

Toyla Rice

From: Marilyn Schlismann
Sent: Wednesday, October 31, 2018 12:19 PM
To: Toyla Rice
Subject: RE: RFP# 22658 Incident Reporting System- insurance change request

Hi Toyla:

I am okay with the 7(1)(s)professional liability limits.

*Marilyn Schlismann
Insurance Specialist II
Metra Risk Management
Phone: 312-322-7093
Fax: 312-322-6975*

From: Toyla Rice
Sent: Tuesday, October 30, 2018 2:42 PM
To: Marilyn Schlismann <MSchlismann@METRARR.COM>
Subject: RFP# 22658 Incident Reporting System- insurance change request

Marilyn,

We only had one submittal for the above-mentioned RFP. They are requesting a change to the insurance requirements. Please advise on this matter.

Thanks

Toyla Rice
Sr Contracting Agent, Professional Services
Metra
547 W. Jackson, Chicago, IL 60661
P: (312) 322-6672 | trice@metrarr.com

From: Ed English [<mailto:ede@elerts.com>]
Sent: Tuesday, October 30, 2018 2:36 PM
To: Toyla Rice <TRice@METRARR.COM>
Cc: Eric Ballenger <eballenger@elerts.com>
Subject: ELERTS insurance change request

Hello Toyla,

Please find attached the Request for Change form, regarding the Professional Liability insurance amounts. ELERTS has many transit agency customers and none of them require Professional Liability Insurance limits **7(1)(s)** If Metra can use the same number, we can remove the **7(1)(s)** insurance cost from our proposal.

best regards,
Ed

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Ed English

CEO

ELERTS Corporation | Mobile: (781) 738-3461

[ELERTS for Transits](#) | [ELERTS for Airports](#) | [Newsletter Signup](#)

METRA'S INSURANCE REQUIREMENTS APPLICABLE TO ALL POLICIES:

- Include a waiver of subrogation, thereby waiving your rights of subrogation against Metra and any additional insureds.
- Include the Additional Insured Endorsement for all coverages including products and completed operations.
- Be primary and non-contributory on all coverages.
- All deductibles applicable to the insurance coverage shall be borne by the contractor/vendor. The certificate of insurance shall clearly state how defense costs (also known as "allocated loss adjustment expenses") shall apply in terms of the deductible and the insurance limits. (SIR programs are prohibited, unless approved by Metra's Risk Management Department.)
- All subcontractors retained or hired for the work shall be required to maintain limits and term equivalent to those required of the prime contractor.
- Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Contractor/Vendor will immediately notify Metra of the cancellation, non-renewal, material change or reduction in coverage of any required insurance policy. Such notice shall be sent certified mail to Metra, care of Director of Risk Management, 547 W. Jackson, Suite 1500, Chicago, IL 60661.
- In no event, shall the failure by Metra to receive certificates of insurance required hereunder, or to receive them by the date(s) required hereunder, be construed as a waiver of the contractor/vendor's obligation to obtain the required insurance coverages. Failure by Metra to demand any certificate of insurance or other evidence of full compliance with the insurance requirements set forth herein, or failure by Metra to identify a deficiency in the evidence provided, shall not be construed as a waiver of the obligation to procure or maintain the insurance required hereunder. The acceptance of delivery by Metra of any certificate of insurance does not constitute approval or agreement that the insurance requirements have been met or that the insurance policies identified in the certificates of insurance are in compliance with such requirements.

METRA'S INSURANCE REQUIREMENTS – SPECIFIC CONDITIONS

Commercial General Liability Insurance

The CGL policy shall include the following coverage limits when limits are indicated:

7(1)(s) per occurrence **7(1)(s)** aggregate
aggregate for completed operations & products liability

Automobile Liability Insurance

The Automobile policy shall include the following additional coverage limits:

Include “any” auto (i.e. all autos owned by the contractor/vendor as well as hired and non-owned autos used by the contractor/vendor and autos used by the contractor/vendors’ employees while on Metra property).

7(1)(s) for Property Damage (if not combined in single limit)

Workers Compensation and Employers Liability Insurance

Workers Compensation Insurance coverage should be at statutory limits.

As a minimum, the Employers Liability policy shall include coverage limits of:

7(1)(s) for bodily injury by accident
for bodily injury by disease, each employee
aggregate liability

List Metra as an additional insured shall be as follows: The Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation and its affiliated separate public corporation known as the Northeast Illinois Regional Commuter Railroad Corporation, both operating under the service mark Metra as now exists or may hereafter be constituted or acquired, and The Regional Transportation Authority, an Illinois municipal corporation.

REQUEST FOR CHANGE TO TERMS AND CONDITIONS

**REQUEST FOR PROPOSAL NO. 22658
INCIDENT REPORTING SYSTEM (IRS)**

Proposers may use this form, or a reasonable facsimile, to request a consideration for a change, addition, or elimination to/of the standard terms and conditions included in this RFP. Attach additional forms as required. Completed forms must be submitted concurrently along with your proposal. Forms submitted after the proposal due date will not be considered. Metra will negotiate in good faith only items identified on this form, or a reasonable facsimile. Alternate contracts, manual modifications, supplemental statements, or other changes noted/imbedded in other RFP documents or in the technical and price proposal submitted by the Proposer will not be considered and shall not be official or binding on Metra. Additionally, such modifications or inclusions may result in a non-responsive determination against your proposal. Only changes initiated by this form, negotiated in good faith, and incorporated into the final contract shall be official and binding.

Proposer:	ELERTS CORPORATION		
Requesting:	<input checked="" type="checkbox"/> Modification <input type="checkbox"/> Elimination <input type="checkbox"/> Addition		
To/of:	Exhibit 1, Page 14, Section/Paragraph/Article: 9C		
<i>If requesting a modification to language or additional clause(s), specific language must be proposed below:</i>			

C. OWNERSHIP. Metra shall retain ownership of all plans, specifications, related documents, computer disks, software, and all other materials provided to Contractor in connection with this Agreement.

The system used to provide services to Metra hereunder is a privately developed, commercially available system and is not being developed by Contactor under this Agreement. According all right, title and interest (including copyright) in and to the products used to provide the services to Metra (including software provided to end users), including any inventions, creations and improvements whether or not patentable or copyrighted, conceived or made by Contractor in connection with the performance of Contractor hereunder, shall remain in Contractor. Contractor, however, grants to Metra a royalty-free, nonexclusive, and license to reproduce, publish, or otherwise use (or permit Metra's agents to use on Metra's behalf) the products provided by Contractor to Metra, but solely for the benefit of Metra during the term of the Agreement.

Metra Response:	<input type="checkbox"/> Change accepted as stated <input type="checkbox"/> Change accepted with further modification as stated below <input type="checkbox"/> Change rejected
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REQUEST FOR CHANGE TO TERMS AND CONDITIONS**REQUEST FOR PROPOSAL NO. 22658
INCIDENT REPORTING SYSTEM (IRS)**

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Proposer:	ELETS CORPORATION		
Requesting:	<input checked="" type="checkbox"/> Modification	<input type="checkbox"/> Elimination	<input type="checkbox"/> Addition
To/of:	Exhibit <u>1</u> , Page <u>14</u> . Section/Paragraph/Article: <u>9D</u>		
<i>If requesting a modification to language or additional clause(s), specific language must be proposed below:</i>			

D. COPYRIGHT AND RIGHTS IN DATA. This Agreement adopts the United States Department of Transportation, Federal Transit Administration ("FTA") policy on Patent Rights and rights in data and copyrights as set forth in Part II of the standard FTA grant agreement enforceable between Metra and the FTA. As noted above, the system used to provide services to Metra hereunder is a privately developed, commercially available system and is not being developed by Contactor under this Agreement. The Agreement hereunder is accordingly NOT experimental, developmental, or research work funded in whole or in part by the Federal government. As

*See the following page attached for
additional language.*

Metra Response:	<input type="checkbox"/> Change accepted as stated <input type="checkbox"/> Change accepted with further modification as stated below <input type="checkbox"/> Change rejected
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* * *

Section 9D is modified to read as follows:

D. COPYRIGHT AND RIGHTS IN DATA. This Agreement adopts the United States Department of Transportation, Federal Transit Administration ("FTA") policy on Patent Rights and rights in data and copyrights as set forth in Part II of the standard FTA grant agreement enforceable between Metra and the FTA. As noted above, the system used to provide services to Metra hereunder is a privately developed, commercially available system and is not being developed by Contractor under this Agreement. The Agreement hereunder is accordingly NOT experimental, developmental, or research work funded in whole or in part by the Federal government. As referenced in 37 CFR Part 401 and 49 CFR Parts 18 and 19 patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product. Therefore, as noted above Metra acquires no ownership rights in Contractor patents or other intellectual property. More generally, the software used to provide the services under this Agreement is a "commercial item," as that term is defined in 48 C.F.R. 12.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), and equivalent FTA provisions, all U.S. Government End Users acquire rights to use the software with only those rights set forth herein.

* * *

* * *

Section 10 is modified to read as follows:

10. INDEMNIFICATION AND WAIVER.

To the fullest extent permitted by law, Contractor agrees to indemnify, defend, and save harmless Metra, the Commuter Rail Division of the Regional Transportation Authority, and their respective directors, officers, agents, and employees (cumulatively referred to as the "Indemnified Parties") from all claims, loss, damages, or expenses (including attorney's fees) for alleged infringement of patent, trademark, or copyright laws and rights, arising from any material or design specified in, or supplied pursuant to, this Agreement. Contractor, however, shall not assume the risk of alleged infringement of patent, trademark, or copyright laws and rights and shall not indemnify and save harmless the Indemnified Parties from and against any loss, liability, cost and expense (including attorney's fees) to the extent such material or design was provided by the Indemnified Parties, unless Contractor was aware of or should have been aware of said infringement activity.

Contractor agrees that the above indemnification includes the Illinois Department of Transportation ("IDOT"), FTA, and the Regional Transportation Authority ("RTA") (collectively, "Funding Agency" or "Funding Agencies") if those Funding Agencies participate in the funding of this Agreement.

To the fullest extent permitted by law and except to the extent caused by the Indemnified Parties' gross negligence or willful misconduct, Contractor waives all claims for damage to property or person (including death) sustained by Contractor as a result of Contractor's performance of the Work. The obligations, rights, and remedies of this Section 10 shall survive the termination of this Agreement and the completion of the Work.

In the event any dispute or claim, related to this Agreement, should arise between the Parties, each party agrees to exercise good faith efforts to resolve the matter fairly, amicably, and in a timely manner.

Nothing in this Section 10 is intended to violate the provisions of the Construction Contract Indemnification for Negligence Act, 740 ILCS 35/0.01 et seq., and this section is not intended to be an indemnification of Metra's or its employees' own negligence to the extent such indemnification would be in violation of such provisions.

Notwithstanding anything to the contrary contained herein, Metra acknowledges that Contractor is not responsible for any death, personal injury or damage to tangible property occurring as a result of the criminal or other wrongful acts of persons who are not Contractor personnel, nor is Contractor responsible to defend or indemnify Indemnified Parties against claims resulting from such actions, even if the reason for such claim was action or inaction taken as a result of an event reported through the Contractor system, or the failure of the Contractor system to transmit a report of such event in whole, in part, or accurately.

IN NO EVENT SHALL CONTRACTOR (OR ANY OF ITS SUPPLIERS OR LICENSORS) BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, TORT OR ANALOGOUS DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, LOSS OF BUSINESS, OR LOSS OF GOODWILL, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR METRA'S USE OF (OR INABILITY TO USE) THE SERVICES OR PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

* * *

REQUEST FOR CHANGE TO TERMS AND CONDITIONS**REQUEST FOR PROPOSAL NO. 22658
INCIDENT REPORTING SYSTEM (IRS)**

Proposers may use this form, or a reasonable facsimile, to request a consideration for a change, addition, or elimination to/of the standard terms and conditions included in this RFP. Attach additional forms as required. Completed forms must be submitted concurrently along with your proposal. Forms submitted after the proposal due date will not be considered. Metra will negotiate in good faith only items identified on this form, or a reasonable facsimile. Alternate contracts, manual modifications, supplemental statements, or other changes noted/imbedded in other RFP documents or in the technical and price proposal submitted by the Proposer will not be considered and shall not be official or binding on Metra. Additionally, such modifications or inclusions may result in a non-responsive determination against your proposal. Only changes initiated by this form, negotiated in good faith, and incorporated into the final contract shall be official and binding.

Proposer:	<i>ELERTS CORPORATION</i>		
Requesting:	<input checked="" type="checkbox"/> Modification	<input type="checkbox"/> Elimination	<input type="checkbox"/> Addition
To/of:	Exhibit <u>1-D</u> , Page <u>1</u> , Section/Paragraph/Article: <u>5 - Amount Required</u>		
<i>If requesting a modification to language or additional clause(s), specific language must be proposed below:</i>			
<p><i>Please change the Insurance Amount Required as follows:</i></p> <p>(S) Professional Liability 7(1)(s) <i>Each Occurrence</i> <i>Aggregate</i></p>			
Metra Response:	<input type="checkbox"/> Change accepted as stated <input type="checkbox"/> Change accepted with further modification as stated below <input type="checkbox"/> Change rejected		

EXHIBIT F
CIVIL RIGHTS REQUIREMENTS

CIVIL RIGHTS REQUIREMENTS (TITLE VI ASSURANCE):

The Contractor agrees to comply with and assures compliance by its sub-contractors at any tier with the following Civil Rights Requirements. The Contractor agrees to insure these requirements must be included within all contracts to its sub-contractors at any tier. Failure to implement or follow the provisions set forth in this Exhibit may result in the Contractor being placed in breach of the Contract terms and may result in Contract termination.

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit Law 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity" as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

REQUEST FOR CHANGE TO TERMS AND CONDITIONS**REQUEST FOR PROPOSAL NO. 22658
INCIDENT REPORTING SYSTEM (IRS)**

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Proposer:	<i>ELERTS CORPORATION</i>		
Requesting:	<input checked="" type="checkbox"/> Modification	<input type="checkbox"/> Elimination	<input type="checkbox"/> Addition
To/of:	Exhibit <u>1</u> , Page <u>14</u> , Section/Paragraph/Article: <u>9C</u>		
<i>If requesting a modification to language or additional clause(s), specific language must be proposed below:</i>			

C. OWNERSHIP. Metra shall retain ownership of all plans, specifications, related documents, computer disks, software, and all other materials provided to Contractor in connection with this Agreement.

The system used to provide services to Metra hereunder is a privately developed, commercially available system and is not being developed by Contactor under this Agreement. According all right, title and interest (including copyright) in and to the products used to provide the services to Metra (including software provided to end users), including any inventions, creations and improvements whether or not patentable or copyrighted, conceived or made by Contractor in connection with the performance of Contractor hereunder, shall remain in Contractor. Contractor, however, grants to Metra a royalty-free, nonexclusive, and license to reproduce, publish, or otherwise use (or permit Metra's agents to use on Metra's behalf) the products provided by Contractor to Metra, but solely for the benefit of Metra during the term of the Agreement.

Metra Response:	<input type="checkbox"/> Change accepted as stated <input type="checkbox"/> Change accepted with further modification as stated below <input type="checkbox"/> Change rejected

REQUEST FOR CHANGE TO TERMS AND CONDITIONS**REQUEST FOR PROPOSAL NO. 22658
INCIDENT REPORTING SYSTEM (IRS)**

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Proposer:	<i>ELERTS CORPORATION</i>		
Requesting:	<input checked="" type="checkbox"/> Modification	<input type="checkbox"/> Elimination	<input type="checkbox"/> Addition
To/of:	Exhibit <u>1</u> , Page <u>14</u> , Section/Paragraph/Article: <u>9D</u>		
<i>If requesting a modification to language or additional clause(s), specific language must be proposed below:</i>			

D. COPYRIGHT AND RIGHTS IN DATA. This Agreement adopts the United States Department of Transportation, Federal Transit Administration ("FTA") policy on Patent Rights and rights in data and copyrights as set forth in Part II of the standard FTA grant agreement enforceable between Metra and the FTA. As noted above, the system used to provide services to Metra hereunder is a privately developed, commercially available system and is not being developed by Contactor under this Agreement. The Agreement hereunder is accordingly NOT experimental, developmental, or research work funded in whole or in part by the Federal government. As

*See the following page attached for
additional language.*

Metra Response:	<input type="checkbox"/> Change accepted as stated <input type="checkbox"/> Change accepted with further modification as stated below <input type="checkbox"/> Change rejected

* * *

Section 9D is modified to read as follows:

D. COPYRIGHT AND RIGHTS IN DATA. This Agreement adopts the United States Department of Transportation, Federal Transit Administration ("FTA") policy on Patent Rights and rights in data and copyrights as set forth in Part II of the standard FTA grant agreement enforceable between Metra and the FTA. As noted above, the system used to provide services to Metra hereunder is a privately developed, commercially available system and is not being developed by Contractor under this Agreement. The Agreement hereunder is accordingly NOT experimental, developmental, or research work funded in whole or in part by the Federal government. As referenced in 37 CFR Part 401 and 49 CFR Parts 18 and 19 patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product. Therefore, as noted above Metra acquires no ownership rights in Contractor patents or other intellectual property. More generally, the software used to provide the services under this Agreement is a "commercial item," as that term is defined in 48 C.F.R. 12.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), and equivalent FTA provisions, all U.S. Government End Users acquire rights to use the software with only those rights set forth herein.

* * *

REQUEST FOR CHANGE TO TERMS AND CONDITIONS**REQUEST FOR PROPOSAL NO. 22658
INCIDENT REPORTING SYSTEM (IRS)**

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Proposer:			
Requesting:	<input type="checkbox"/> Modification	<input type="checkbox"/> Elimination	<input type="checkbox"/> Addition
To/of:	Exhibit ___, Page ___, Section/Paragraph/Article: _____		
<i>If requesting a modification to language or additional clause(s), specific language must be proposed below:</i>			

10. INDEMNIFICATION AND WAIVER.

To the fullest extent permitted by law, Contractor agrees to indemnify, defend, and save harmless Metra, the Commuter Rail Division of the Regional Transportation Authority, and their respective directors, officers, agents, and employees (cumulatively referred to as the "Indemnified Parties") from all claims, loss, damages, or expenses (including attorney's fees) for alleged infringement of patent, trademark, or copyright laws and rights, arising from any material or design specified in, or supplied pursuant to, this Agreement. Contractor, however, shall not assume the risk of alleged infringement of patent, trademark, or copyright laws and rights and shall not indemnify and save harmless the Indemnified Parties from and against any loss, liability, cost and expense (including attorney's fees) to

*See the following page attached for
additional language.*

Metra Response:	<input type="checkbox"/> Change accepted as stated <input type="checkbox"/> Change accepted with further modification as stated below <input type="checkbox"/> Change rejected

* * *

Section 10 is modified to read as follows:

10. INDEMNIFICATION AND WAIVER.

To the fullest extent permitted by law, Contractor agrees to indemnify, defend, and save harmless Metra, the Commuter Rail Division of the Regional Transportation Authority, and their respective directors, officers, agents, and employees (cumulatively referred to as the "Indemnified Parties") from all claims, loss, damages, or expenses (including attorney's fees) for alleged infringement of patent, trademark, or copyright laws and rights, arising from any material or design specified in, or supplied pursuant to, this Agreement. Contractor, however, shall not assume the risk of alleged infringement of patent, trademark, or copyright laws and rights and shall not indemnify and save harmless the Indemnified Parties from and against any loss, liability, cost and expense (including attorney's fees) to the extent such material or design was provided by the Indemnified Parties, unless Contractor was aware of or should have been aware of said infringement activity.

Contractor agrees that the above indemnification includes the Illinois Department of Transportation ("IDOT"), FTA, and the Regional Transportation Authority ("RTA") (collectively, "Funding Agency" or "Funding Agencies") if those Funding Agencies participate in the funding of this Agreement.

To the fullest extent permitted by law and except to the extent caused by the Indemnified Parties' gross negligence or willful misconduct, Contractor waives all claims for damage to property or person (including death) sustained by Contractor as a result of Contractor's performance of the Work. The obligations, rights, and remedies of this Section 10 shall survive the termination of this Agreement and the completion of the Work.

In the event any dispute or claim, related to this Agreement, should arise between the Parties, each party agrees to exercise good faith efforts to resolve the matter fairly, amicably, and in a timely manner.

Nothing in this Section 10 is intended to violate the provisions of the Construction Contract Indemnification for Negligence Act, 740 ILCS 35/0.01 et seq., and this section is not intended to be an indemnification of Metra's or its employees' own negligence to the extent such indemnification would be in violation of such provisions.

Notwithstanding anything to the contrary contained herein, Metra acknowledges that Contractor is not responsible for any death, personal injury or damage to tangible property occurring as a result of the criminal or other wrongful acts of persons who are not Contractor personnel, nor is Contractor responsible to defend or indemnify Indemnified Parties against claims resulting from such actions, even if the reason for such claim was action or inaction taken as a result of an event reported through the Contractor system, or the failure of the Contractor system to transmit a report of such event in whole, in part, or accurately.

IN NO EVENT SHALL CONTRACTOR (OR ANY OF ITS SUPPLIERS OR LICENSORS) BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, TORT OR ANALOGOUS DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, LOSS OF BUSINESS, OR LOSS OF GOODWILL, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR METRA'S USE OF (OR INABILITY TO USE) THE SERVICES OR PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

* * *

EXHIBIT 2

CONSULTANT'S TECHNICAL PROPOSAL



TITLE: INCIDENT REPORTING SYSTEM (IRS)

PR NO. 22658

ORIGINAL



Cover Letter RE: Metra RFP No. 22658 for Incident Reporting System (IRS)

ELERTS Corporation appreciates the opportunity to work with Metra on this important public safety project. Below is summarization of ELERTS' understanding and approach to address this request for proposal, as well as a narrative of the key points of the proposal. Also, ELERTS' set up for this type of project is discussed. An index of the technical proposal documentation requested is in the enclosed **ELERTS Statement of Work and Response Re: Metra Incident Reporting System, PR NO. 22658**. This document is referred to as "SOW" below.

Summarization

ELERTS shall provide a proven, commercial-off-the-shelf, 2-way, crowd-sourced Incident Reporting System (IRS) that allows transit riders and employees to use a smartphone app on their mobile phone to communicate safety and security concerns to the transit agency. The IRS smartphone app will allow app users to send a description of the issue being reported along with a photo, video clip, and a GPS map showing where the incident is being reported from. The IRS smartphone app will include the transit agency's most important report types for categorization of incidents, such as suspicious activity, crime in progress or disruptive behavior.

ELERTS is well-suited to deliver the most proven, robust, easy-to-use and full-featured solution for this project. The company has delivered similar projects for 16 other transit agencies, with great success. ELERTS has never lost a transit agency customer. The company devoted over 8 years and invested millions of dollars developing and patenting its unique cloud-based communication platform.

ELERTS solution is an existing, "**Commercial-Off-The-Shelf**", system already developed and in use at 16 transit agencies. Hence, to meet the requirements of the Metra RFP, **ELERTS will not be developing software code**, but instead will configure its existing software platform to add Metra-branding elements and menu-selection choices to the mobile apps. The existing ELERTS management console and mobile apps will be provisioned and configured to meet and exceed the Metra RFP requirements.

General

1. Qualifications & Experience of Firm

- a. Brief narrative of successful performance as the Prime Consultant on 10 or more similar types of projects, indicating knowledge of subject matter.

ELERTS Corporation is the developer of See Something Say Something mobile apps with a web-based management console and cloud-hosted infrastructure that serves 16 other transit agencies daily. Our customers have collectively received over half a million incident reports. ELERTS has learned and refined its core mobile app such that it is a proven and effective tool for getting people to quickly report safety and security concerns to a transit agency dispatcher.

- b. Prior transportation experience, both private and public, and government experience should be noted.

Transit agencies which currently subscribe to ELERTS Incident Reporting System include:

Boston MBTA	Atlanta MARTA	San Francisco BART
Sacramento SACRT	Philadelphia SEPTA	Dallas DART
Buffalo Niagara NFTA	Orlando LYNX	Jacksonville JTA
Foothill Transit	Antioch Tri-Delta	Victor Valley VVTA
Santa Clara VTA	Phoenix Valley Metro	Toronto TTC

2. Approach/Methodology to Proposed Tasks

- Proposed written approach for requirements in sections II (above) must be submitted. Specific past experience of the team performing similar requirements should be cited where appropriate.
 - Please see SOW, Exhibit D, ELERTS Approach/Methodology to Proposed Tasks

3. Qualifications & Experience of Key Personnel:

- A. Identification of staff, roles, technical disciplines and areas of expertise present within staff for the project.
 - Please see SOW, Exhibit K, ELERTS Key Staff Officers and their resumes.
- B. Current resume of key staff officer(s) that will be assigned to this contract.
 - Please see SOW, Exhibit K, ELERTS Key Staff Officers and their resumes.
- C. At least three (3) references and the projects completed for key staff personnel.
 - Please see five (5) references in SOW, Exhibit C, Transit Industry Client References.

ELERTS Statement of Work and Response document is enclosed with detailed information describing why we believe ELERTS has the best technical solution and the most directly-related experience with similar projects, to deliver the best value to Metra.

Best regards,



Edward D. English
CEO

INDEX of Enclosures

- Enclosed Cover Letter (5 copies marked "Copy" and One (1) original marked "Original").
- Enclosed technical proposal; **ELERTS Statement of Work and Response Re: Metra Incident Reporting System, PR NO. 22658** (5 copies marked "Copy" and One (1) original marked "Original").
- Enclosed Presentation: ELERTS See Say Crowd-Sourced Incident Reporting for Transit Agencies, 6 copies.
- Enclosed Sales brochures: ELERTS See Say for Transit agencies (3 brochures), 6 copies.
- Enclosed One (1) sealed copy of the price proposal.
- Enclosed One (1) complete copy of the RFP and Addenda, including an executed Professional Services Agreement with original signature and acknowledgement of Addenda, and a notarized copy of Exhibit 1-B Affadavits/Certifications.

ORIGINAL



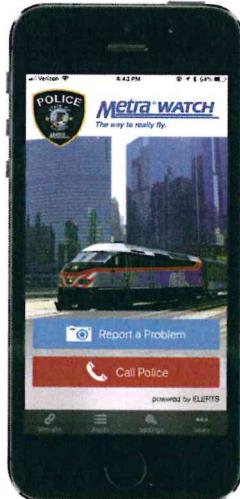
ELERTS Statement of Work and Response Re: Metra Incident Reporting System, PR NO. 22658

in response to REQUEST FOR PROPOSAL received from Metra

Submitted by:

ELERTS Corporation

October 8, 2018



(Mobile App mock-up example.)

ELERTS Corporation is pleased to provide Metra with this statement of work (SOW) and response to your Request For Proposal for an Incident Reporting System(IRS), PR No. 22658.

This document constitutes a Commercial Proposal. All inquiries and correspondence with ELERTS Corporation regarding this response must be made to:

Ed English, CEO,
ELERTS Corporation
1132 Main Street
Weymouth MA 02190

email: ede@elerts.com
phone: 781-738-3461

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Enclosed Presentation: ELERTS See Say Crowd-Sourced Incident Reporting for Transit Agencies

Enclosed Sales brochures: ELERTS See Say for Transit agencies (3 brochures)

Enclosed Cover Letter

ELERTS Requirements Compliance Matrix		
A.	General System Requirements. The proposed solution must have the ability to provide the following key capabilities:	
1	A hosted cloud-based solution that can be easily accessed through a secure log-on	YES. Fully supported. ELERTS communication system is hosted on Amazon Web Services. The transit agency's console operators and administrators use a secure log-on to access the system console. ELERTS EPICenter web console is our secure management console, which is used to manage the system, send and receive messages to and from app users. Messages sent to and from app users can include system messages, alerts, photos, videos, audio recordings, emails, geospatial information, and location references.
2	A National Incident Management System (NIMS) compliant communication system	YES. Fully supported. FEMA-authorized testing confirmed that ELERTS communication system complies with National Incident Management System (NIMS) standards. The final 39 page report of FEMA's test results is attached as " Appendix F, FEMA Test Results of ELERTS NIMS compliance ".
3	Incident-reporting mobile apps for an unlimited number of iPhone and android phones	YES. Fully supported. ELERTS will provide an Apple iOS app and an android version of the mobile app. Upon approval of release candidate apps by Metra, the apps will be submitted by ELERTS, at ELERTS cost, to the Apple App Store and Google Play store, respectively. An unlimited number of employees, riders and others may install the iPhone and android mobile apps.
4	Ability to transmit data over wifi or cellular connections	YES. Fully supported. ELERTS network communication skills are expert level and our apps are designed to communicate reliably even in harsh environments such as underground tunnels where cellular or wifi connectivity may be intermittent.
5	Ability to deliver custom branded mobile apps for iPhone and android	YES. Fully supported. ELERTS will provide its proven, commercial-off-the-shelf, 2-way, crowd-sourced incident reporting mobile application with Metra-specified branding. The company has provided its "See Something Say Something" custom-branded apps and services to many transit customers including: Boston MBTA, Atlanta MARTA, San Francisco BART,

		Sacramento SACRT, Philadelphia SEPTA, Dallas DART, Buffalo Niagara NFTA, Orlando LYNX, Jacksonville JTA, Santa Clara VTA and Toronto TTC.
6	Ability for mobile apps to support visually-impaired app users	YES. Fully supported. ELERTS apps are developed to utilize visually-impaired features integrated with iOS and android OS.
7	Ability for mobile apps to support English and Spanish language	YES. Fully supported. The mobile apps will support English and Spanish languages.
8	Ability for mobile app to automatically disable camera flash when user takes a photo	YES. Fully supported. Mobile apps support discrete photo taking with the camera flash automatically disabled, to not draw attention to the person submitting an incident report.
9	Ability for mobile app to automatically store and forward an incident report when there is no cellular or wifi service available	YES. Fully supported. ELERTS apps are designed to communicate reliably even in harsh environments such as underground tunnels, where cellular or wifi connectivity may be intermittent or non-existent, by utilizing a store-and-forward methodology.
10	Ability for mobile app user to receive automatic message delivery confirmation	YES. Fully supported. The app users are automatically informed when their message has been delivered. ELERTS EPICenter web console also confirms to operator that their message has been sent to app user(s).
11	A text-a-tip phone number and service to allow an unlimited number of non-smartphones to participate	YES. Fully supported. ELERTS will provide a text-a-tip phone number to Metra, to allow reports to be submitted by SMS texting. Text-a-tip messages appear in the EPICenter console, where a dispatcher may review the message. An automatic reply is sent to text-a-tip users who submit a message and a transit dispatcher may also reply to the message from within the console.
12	Ability to access web-based console with Internet Explorer/Edge current version and prior 2 versions, plus Chrome browser, current version and prior 2 versions.	YES. Fully supported. ELERTS web-based console can be accessed with Microsoft Internet Explorer/Edge current version and prior 2 versions, plus Chrome browser, current version and prior 2 versions.
13	Ability for dispatcher to reply to app user or text-a-tip user in real-time	YES. Fully supported. Using ELERTS console, a dispatcher may reply to incident reports or tips submitted by users of the mobile app or submitted by text-a-tip users. The console also supports "reply templates" to allow a dispatcher to select from a list of standard responses for

		common types of incidents. Replies can be sent to app users even if they submit a report anonymously. Being able to reply "in app" directly to app user who submits an incident report provides the user with context of the dispatcher's message.
14	Ability to track which dispatcher replied to an incident report	YES. Fully supported. ELERTS console provides dispatcher logging which allows the administrator to view details about which dispatcher replied to an incident report and when.
15	Ability to display statistics on the number of each Report Type received	YES. Fully supported. ELERTS console provides a statistics screen that displays how many of each Report Type was received and a breakdown by percentages, indicating which report types are most often submitted.
16	Ability to identify surveillance cameras nearby a reported incident, to dispatcher	YES. Fully supported. ELERTS system includes the unique, patented capability to use the GPS location of a smartphone to automatically identify surveillance camera(s) nearby an incident reported by an app user, to the dispatcher. See Appendix J – ELERTS Attention Engine for more detail.
17	Console ability to broadcast alert messages to all or defined groups of mobile app users	YES. Fully supported. A dispatcher may use ELERTS console to broadcast alert messages to all app users or to defined groups of app users, such as "Metra staff" or "Metra police". To reduce errors, Console operator is asked "are you sure you want to broadcast this message" and is required to enter their password before sending a mass notification (Alert).
18	Ability to disable flash feature	YES. Fully supported. Mobile apps support discrete photo taking by automatically disabling the camera flash.
19	Ability to search for incident reports by date range, key word or report type	YES. Fully supported. Search functions are available in the console to search for any incident report by keyword, date range or report type.
20	Ability to heat-map incident reports over a selectable time period	YES. Fully supported. ELERTS console provides a heat-map display of incident report locations, over a selectable time-period.
21	Ability to share specific incident reports with other transit or law enforcement agencies	YES. Fully supported. Dispatcher may share specific incident reports by clicking an email link in the console, to forward the content of an

		incident report to other transit or law enforcement agencies. Console also allows an operator to directly share a particular incident by sending it into the other agency's ELERTS console, for agencies that are also ELERTS customers.
22	Ability to export all or selected incident reports to a PDF or CSV file	YES. Fully supported. All incident reports or only certain selected incident reports may be exported to CSV or PDF files. For example, a PDF report of last month's incident reports may be exported and created containing all reports for that month or only reports of a certain type.
B.	Administrative Requirements. The proposed system must provide the following administrative requirements:	
1	Provide Dispatch Console Workstation Requirements to Metra to purchase the Windows needed to operate the IRS	YES. ELERTS recommends a Dispatch Console Workstation with 8 Gig of Ram and a 512 GB solid state drive, with Windows 10 and an Intel Core i5 or faster CPU, with a 24" or larger monitor. There must be at least one available USB port.
2	Allow varying levels of access control to the console	YES. Fully supported. Persons allowed to log-in to the console may be: Administrators who have the highest level of privilege, Regular Operators who cannot create new console users, or Restricted Operators who may not broadcast Alert messages nor create new console users.
3	Allow administrators to add, delete and modify console operator log-ons	YES. Fully supported. Administrator may define, edit and delete console operators and their roles.
4	Ability to reset passwords	YES. Fully supported. Administrator may reset any operator's password. Operators may change their own passwords.
5	Ability to notify a supervisor if an incident report is unopened, after a specified timeout	YES. Fully supported. Console can be configured to notify a supervisor, by email or text message, if an incident report has not been opened and moved after a pre-defined timeout expires. This is called the UIR or Unanswered Incident Report feature of the console.
C.	Security Requirements. The proposed system must provide the following security requirements:	
1	Varying levels of access within the console	YES. Fully supported. Persons allowed to log-in

		to the console may be: Administrators who have the highest level of privilege, Regular Operators who cannot create new console users, or Restricted Operators who may not broadcast Alert messages nor create new console users.
2	Secure access, encrypted data and alert authentication	YES. Fully supported. ELERTS management console uses HTTPS to connect to the ELERTS Cloud Server, hosted on Amazon Web Services. Dispatchers/Operators of the console will connect to ELERTS console using a web browser and an HTTPS connection. The communication between the app users submitting reports and ELERTS hosted cloud server is also encrypted. To reduce errors and authenticate messages broadcast from the console, the operator is asked "are you sure you want to broadcast this message" and is required to enter their password before sending a mass notification (Alert). Data is stored in the Amazon RDS (relational database service, with MySQL) which provides data duplication / backup and security. Data can only be accessed from the ELERTS specified set of AWS (Amazon web services) instances using AWS 2048 bit RSA encryption and authentication techniques, as well as the digital certificate and satisfaction of IP address restriction requirements.
3	Allow for restricting access to certain features, by dispatcher privilege level	YES. Fully supported. Persons allowed to log-in to the console may be: Administrators who have the highest level of privilege, Regular Operators who can review and respond to incident reports and broadcast Alerts to app users, but cannot create new console users, or Restricted Operators can review and respond to incident reports, but may not broadcast Alert messages nor create new console users.
4	Data must be stored with data duplication / backup and security	YES. Fully supported. The incident report database is stored on redundant Amazon servers for fault-tolerant, roll-over operation of the ELERTS system. Data is stored in the Amazon RDS (relational database service, with MySQL) which provides data duplication / backup and security. Data can only be accessed from the ELERTS specified set of AWS (Amazon web services) instances using AWS 2048 bit RSA encryption and authentication techniques, as well as the digital certificate and satisfaction of IP address restriction requirements. Data is backed up to AWS S3 (data storage service)

		incrementally, daily.
5	Data must only be accessed from a specified set of AWS (Amazon web services) instances using AWS 2048 bit RSA encryption and authentication techniques, as well as a digital certificate and satisfaction of IP address restriction requirements	YES. Fully supported. Data can only be accessed from the ELERTS specified set of AWS (Amazon web services) instances using AWS 2048 bit RSA encryption and authentication techniques, as well as the digital certificate and satisfaction of IP address restriction requirements.
D.	Training and Support.	
1	Proposer shall provide 2 remote training sessions for transit agency dispatchers	YES. Fully supported. ELERTS shall conduct two remote training sessions for Metra.
2	Customer support shall be available to dispatchers M-F, 9am to 6pm ET by phone or email, excluding holidays	YES. Fully supported. ELERTS shall provide customer support to Metra dispatchers M-F, 9am to 6pm ET by phone or email, excluding holidays.
3	Customer may optionally order on-site training for an additional fee	YES. Fully supported. ELERTS shall provide on-site training for Metra for an additional fee.
4	Proposer will provide digital copies of program and training manuals	YES. Fully supported. ELERTS shall provide digital copies of program and training manuals.
E.	Backup, Recovery and Redundancy Requirements	
1	Ability to maintain 98% uptime of hosted infrastructure, measured on a monthly basis.	YES. Fully supported. ELERTS infrastructure is hosted by Amazon Web Services which exceeds 98% uptime.
2	Data is backed up to AWS S3 (data storage service) incrementally, daily	YES. Fully supported. Data is backed up to Amazon Web Services, AWS S3 (data storage service) incrementally, daily.
3	Backups must be accomplished without taking the system out of service and without degradation of performance or disruption to operations.	YES. Fully supported. Backups will be accomplished in the background, without taking the system out of service and without degradation of performance or disruption to operations.
F.	Software Updates	
	Proposer must make available at no additional charge, all updates and patches to the software as they are released, for as long as Metra is currently a subscriber to proposer's IRS.	YES. Fully supported. ELERTS will make available to Metra at no additional charge, all updates and patches to the software as they are released, for as long as Metra is currently a subscriber to ELERTS IRS.

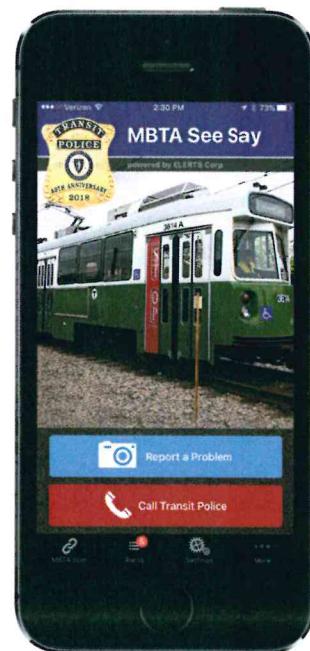
G.	Demonstrations	
	Proposer may be required to provide, at no cost, an on-site demonstration of your system's ability to meet all the requirements. Demonstration shall be on a live system.	YES. Fully supported. If required, ELERTS shall provide, at no cost, an on-site demonstration of the ELERTS IRS system's ability to meet all the requirements. Demonstration shall be on a live system.

Exhibit A - ELERTS Previous Experience

Since 2010, ELERTS has exclusively focused its product development and marketing efforts on enhancing the power of crowd-sourced incident reporting, to improve public safety. The company developed, deployed and maintains a robust cloud-hosted communication platform on Amazon AWS and provides incident reporting mobile apps for public transit agency customers, K12 schools, universities, healthcare facilities, smart cities and airports. ELERTS is partnered with leading security manufacturers and industry trade associations, to continuously improve our state-of-the-art incident reporting solution.

Transit agencies who subscribe to ELERTS incident reporting system include:

- **Boston MBTA,**
- **Atlanta MARTA,**
- **San Francisco BART,**
- **Sacramento SACRT,**
- **Philadelphia SEPTA,**
- **Dallas DART,**
- **Buffalo Niagara NFTA,**
- **Charlotte CATS,**
- **Orlando LYNX,**
- **Jacksonville JTA,**
- **W Covina Foothill Transit,**
- **Antioch Tri-Delta ECTTA,**
- **Victor Valley VVTA,**
- **Phoenix Valley Metro,**
- **Santa Clara VTA and**
- **Toronto TTC**



ELERTS has 100% Customer Retention with Transit Agencies, which speaks to the quality of ELERTS technical solution, customer service and responsive employees. The ELERTS commercial-off-the-shelf platform and our attentive customer service is highly regarded by the many transit agencies that subscribe to and operate the system.

Exhibit B – ELERTS Demonstrated Ability and Expertise

Since the company was founded in 2010, ELERTS has developed, deployed and maintained “See something, say something” mobile apps for 16 public transit agency customers, including Boston MBTA, Atlanta MARTA, Santa Clara VTA, Buffalo Niagara NFTA and San Francisco BART.

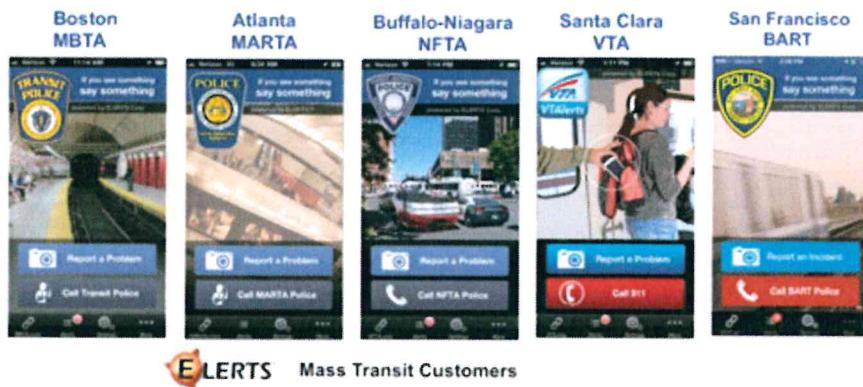


ELERTS founder, Chief Chris Russo, is a lifelong first responder, with 30 years experience responding to fire, medical, marine and terrorism incidents. The idea for ELERTS was borne out of Chris' frustration with the limitations of communicating with mobile radios that lacked interoperability even among first responders. Chris saw smartphones as powerful tools for people to receive alerts and to share situation awareness to provide a better outcome for those affected by an emergency. Ed English, ELERTS CEO, is a technology entrepreneur with over 25 years experience building companies and developing real time software applications for communications and security products and services.

ELERTS apps are designed to be easy to use when persons are in a state of duress, such as an emergency. The ease of use of ELERTS transit app yields results in the number of reports being submitted by riders. Riders are less inclined to submit a report if the reporting app interface is burdensome.

ELERTS real-time two-way communication design, between app user submitting a report and the dispatcher, is an essential component of ELERTS system. Dispatchers may immediately query the app user for further details or clarification of the issue being reported, allowing for a better response from the Transit Control Operations. Without two-way real time chat, a reporting app is much like making a call to 911 with a dispatcher who is unable to ask the caller any questions.

Exhibit C – Transit Industry Client References



<p>Boston MBTA Deputy Chief Horton Preston Phorton@mbta.com</p> <p>MBTA Transit Police Department 240 Southampton St., Boston, MA 02118 Office: (617) 222-1100</p>	<p>Atlanta MARTA Sgt. Aston T. Greene, M.P.A., GA-CEM Emergency Preparedness Unit, Commander MARTA Police Department 2424 Piedmont Road, NE, Atlanta, GA 30324-3330 Office: 404-848-6030</p>
<p>Santa Clara VTA Michael Brill Transit System Safety Officer 3331 North First Street, San Jose, CA 95134 Bus (408) 321-5729 Cell (408) 420-8065</p>	<p>Buffalo Niagara NFTA Det/Lt. Michael E. Garrity, AASC,RSC Commander, Investigative Services/Counter Terrorism Unit Transit Police Department 1404 Main Street, Buffalo, NY 14209 Office: (716) 855-7631</p>
<p>Lt. Kevin Franklin L11 Manager of Security Programs BART Police Department 300 Lakeside Drive, LKS-1832, PO Box 12688 Oakland, CA 94604-2688 kevin.franklin@bart.gov 877-679-7000, ext 7077 or 510-464-7077</p>	

Exhibit D – ELERTS Approach/Methodology to Proposed Tasks

Mobile application Overview (also known as ELERTS See Say)

ELERTS shall configure and provide to the Transit Agency (TRANSIT) a commercial-off-the-shelf cloud-based communication system that allows TRANSIT riders to use their smartphones to submit safety and security concerns to TRANSIT dispatchers. The communication system includes smartphone apps (custom-branded ELERTS See Say apps for iPhone and for Android) and a web-based Management Console (“ELERTS EPICenter”), for use by TRANSIT staff.

Highlighted Features and Benefits

- ELERTS commercial-off-the-shelf solution is deployed nationwide at leading Transit agencies, including: **Boston MBTA, Atlanta MARTA, San Francisco BART, Sacramento SACRT, Philadelphia SEPTA, Dallas DART, Buffalo Niagara NFTA, Orlando LYNX, Jacksonville JTA, Phoenix Valley Metro, Santa Clara VTA and Toronto TTC.**
- Native Applications for iOS and Android for superior app responsiveness and reliability
- Cloud-Based Server hosted by Amazon Web Services
- CCTV Camera Integration with ELERTS Attention Engine (patented)
 - Identifies the CCTV camera nearby a reported incident.
- NIMS-compliant communication platform, as tested and documented by FEMA
- Mass-Crisis Tested at Boston Marathon Bombing
- Crowd-Sourced Incident Reporting to police or other dispatchers
- Two-Way Real Time Messaging function with conversation thread in Console
- Real Time Alerting and Messaging with video and photo capability
- Real Time Return Responses from various departments
- Confirmed Message Delivery
- Ability to Call Police from app main screen
- Ability for Anonymous or Enrolled app user operation
- Discrete photo taking with camera flash automatically disabled
- Mass Notification capability to all app users or defined groups of users
- Selectable Report Type via drop down menu
- Statistics on app usage by Report Types
- Ability to annotate Reports with searchable terms, such as case numbers
- User selectable incident locations and GPS location
- Minimal maintenance

Schedule

- ELERTS shall provide release candidates of the English-language Smartphone App for iOS and Android within 30 days of receiving a Notice to Proceed and all collateral from TRANSIT.
- TRANSIT shall provide all collateral (Addendum D) needed by ELERTS to customize apps, including web links, TRANSIT Police Department phone number, high resolution images for TRANSIT logos, app icon and app main screen background, transit system maps.
- TRANSIT will provide approvals or comments within 14 days of receiving a smartphone app release candidate from ELERTS.

- ELERTS will submit the English language apps to the iTunes app store and Android Google Play store within 7 days of receiving approvals from TRANSIT.
- ELERTS shall provide the release candidates of Spanish language support in Smartphone Apps for iOS and Android within 60 days of receiving TRANSIT approval on the English language versions. The additional language versions of the ELERTS apps shall automatically provide translation to the English language for all app content displayed in drop-down menus within the TRANSIT ELERTS apps. When the phone is set for a non-English language, the appropriate language will be automatically displayed by the Multi-language TRANSIT ELERTS app.
- ELERTS shall provide any required on-site training at TRANSIT offices for ELERTS console dispatchers and other TRANSIT staff. The ELERTS training date will be coordinated by ELERTS & TRANSIT.
- ELERTS & TRANSIT shall establish ongoing online training and business update meetings as needed.

Supported Devices

- iPhones with the current and prior major release of iOS.
- Android smartphones with the current and prior major release of android OS.
- English and Spanish language support for all app drop-down menus.

Functionality

- ELERTS shall provide a hosted, “in the cloud” 2-way communication solution between TRANSIT riders using smartphones and TRANSIT personnel operating a web-based communications control console (“ELERTS EPICenter”).
- The Smartphone App home screen shall include TRANSIT branding and functionality to submit a safety concern or to Call the TRANSIT Police Department.
- Upon clicking the “Call TRANSIT Police Department” button, the Smartphone App shall call the TRANSIT Police Department emergency line at <specified number>, (provided cell reception is present at the user’s location).
- The “Report a Problem” function on the Smartphone App shall allow the user to:
 1. Attach a photo or video clip.
 2. Select a Report Type via a list (optional to rider).
 3. Submit report anonymously or with user registration information.
- In addition to user input, the “Report a Problem” function shall:
 1. Automatically determine and submit user GPS location using the phone’s locations based services, provided that GPS data is available and user has enabled GPS reporting.
 2. In case of no connectivity, save reports and send upon resumption of service.
 3. Allow dispatchers to communicate with app user regarding a report in real-time, using the ELERTS Console.
- In addition to providing users with the ability to report problems to TRANSIT, the Smartphone App allows users to receive Alerts (e.g., BOLOs, public safety announcements, etc.) sent out by a TRANSIT dispatcher using the ELERTS Console.
- First Use Case - See ADDENDUM B for schematic screenshots and flow:
 1. User is asked if they will allow the app to use location service.
 - If yes, user location will be shared with reports when available.

- If no, GPS location information will not be sent with reports.
 - This setting may be changed on phone at anytime.
- 2. User must agree to the ELERTS license agreement.
 - Users must accept license agreement to use the app.
 - If a user clicks cancel or does not accept, they will be forced to leave the app.
- 3. User is given the option to register
 - If a user registers, their First Name, Last Name, Email, and phone number will be sent along with their non-anonymous reports. Each field is optional.
 - If users do not register, subsequent reports sent to ELERTS console will not contain user's personal information.
 - It will be made clear that registering is optional.

Initial Rollout of Smartphone Apps

- ELERTS shall provide a release candidate of the Smartphone App for iPhone and Android OS within 30 days of receiving a Notice to Proceed and all collateral (Addendum D), from TRANSIT.
- The Android App shall be close in functionality to the iPhone App, but not be identical, as the Apple and Android platforms have some inherent differences affecting app implementations.
- ELERTS will be responsible for Quality Assurance Testing for the release candidate to TRANSIT.
- A systems integration test will be performed by ELERTS upon completion of the installation and deployment of the release candidate.
- The release schedule for fixes of any reported and reproducible defects will be agreed upon between ELERTS and TRANSIT.
- Upon successful completion of release candidate testing and resolution of outstanding defects to satisfaction, TRANSIT will provide sign-off on acceptance of the release candidate and approval for production release.
- Once a mutually-agreed upon Smartphone App release candidate is ready for deployment, ELERTS shall submit it to Apple (for the iPhone app) or Google (for the Android app) for placement in the appropriate app store. The store approval process may take 2 to 4 weeks and may require ELERTS to make changes to resolve any objections raised by Apple or Google.

Implementation

During the Implementation:

- ELERTS and TRANSIT shall work jointly to develop a firm timeline for implementation milestones including official launch date of program.
- ELERTS shall correct material software defects which are reproducible and reported by TRANSIT.
- TRANSIT shall be entitled to software security upgrades and bug fixes within the scope of the functionality of the Smartphone App and ELERTS Management Console.
- TRANSIT may request content changes to the Smartphone App selection lists to be included in quarterly content revisions of Smartphone Apps.
- ELERTS shall notify TRANSIT of impending Smartphone App updates. TRANSIT shall have ten business days to review proposed updates and raise objections prior to ELERTS releasing the proposed updates.

- ELERTS shall be responsible for the submission of the Smartphone Apps to the iOS and Android App Stores, including associated costs. ELERTS shall notify TRANSIT when apps are approved and published by Apple & Google in their respective apps stores.

Branding of Smartphone Apps

- TRANSIT shall provide ELERTS with high-resolution images with TRANSIT branding for integration into the Smartphone Apps.
- All Smartphone App branding and user interface displays shall be reviewed and approved by TRANSIT prior to implementation.
- TRANSIT shall be provided the option of changing the main screen photo image of the smartphone app twice per calendar quarter. Any imagery updates require 14 days advance notice along with new images from TRANSIT.
- Smartphone Apps shall be branded using a name provided by TRANSIT. The branding shall include a “powered by ELERTS Corporation” subtitle.
- Under the “More” menu screen, “About ELERTS” shall appear with a link to the ELERTS website.
- ELERTS may use the Smartphone Apps and/or likenesses in ELERTS marketing materials.

ELERTS Management Console

- ELERTS shall provide TRANSIT with a web-based Reports Management Console (ELERTS EPICenter) to access, receive, transmit, and control communications to and from the Smartphone Apps.
- The web-based ELERTS Console shall be accessible using any of the following web browsers:
 - Microsoft Edge/Internet Explorer current version and 2 prior major releases
 - Chrome current version and prior major release
- Operation of the ELERTS Console shall not require any additional specialized software on the client computer.
- Up to 100 unique ELERTS Console logins shall be available to TRANSIT.
- TRANSIT Police Chief or his/her designee shall control and maintain a list of authorized operators of the ELERTS Console.
- ELERTS shall provide a URL, log-in and password for access and use of the ELERTS Console.
- ELERTS console shall provide TRANSIT with statistics information including:
 - Number of downloads by platform
 - User analytics including frequency of use stats
Number of user reports sent in Anonymous and non-Anonymous mode.
 - Number of user reports by Report Type.

Documentation

- ELERTS shall provide documentation for riders on how to use the Smartphone Apps.
- ELERTS shall provide documentation for operators of the ELERTS Console. This documentation shall include instructions on how to exercise the capabilities of the ELERTS Console.
- ELERTS shall provide support documentation for TRANSIT’s customer support center with answers and solutions for regular troubleshooting.

Privacy and User Data

Personal information collected:

- Registration information (name, email, phone number) may optionally be submitted by app user. No validation is performed to see if these fields are valid or correct.
- A generated app ID is sent to server when reports are submitted.
- Phone location information (ONLY if user consents) when reports are received by server.

Data storage and security:

- Data is stored in the Amazon RDS (relational database service, with MySQL) which provides data duplication / backup and security
- Data can only be accessed from the ELERTS specified set of AWS (Amazon web services) instances using AWS 2048 bit RSA encryption and authentication techniques, as well as the digital certificate and satisfaction of IP address restriction requirements.
- Data is backed up to AWS S3 (data storage service) incrementally, daily.

Regarding Anonymous reports, the ELERTS console will display:

- Location information (if user consents) is collected and stored.
- No user registration data nor Phone ID is displayed in the console.
- Dispatcher may still reply to user, even if report was anonymous.

Ongoing System Support, Technical and Administrative Support

- ELERTS shall provide standard support to TRANSIT for normal support issues that TRANSIT cannot resolve. TRANSIT shall communicate these issues to ELERTS electronically by a web-based help desk system supplied by ELERTS.
- ELERTS shall provide problem analysis of reported issues to TRANSIT within 2 business days of receipt.
- ELERTS shall provide “escalated support” to TRANSIT for issues of an urgent nature. ELERTS shall provide expedited responses to escalated support issues on a best effort basis.

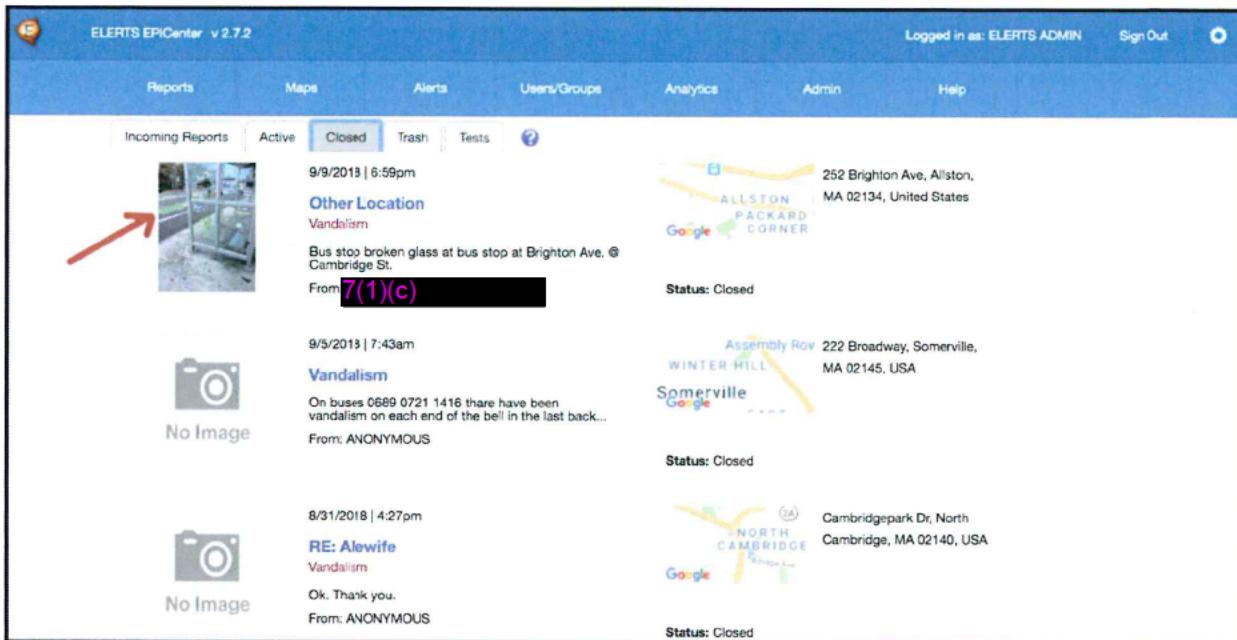
User Support

- When a user submits a report using the Smartphone app, ELERTS shall send an auto-generated confirmation message to user, acknowledging receipt of their report.
 - This confirmation text is subject to the approval of TRANSIT
- Any further follow-up messages to users shall be generated by TRANSIT dispatchers.

Intellectual Property

- ELERTS products contain patented technology, are copyrighted and contain proprietary information and trade secrets belonging to ELERTS.
- TRANSIT shall ensure that all proprietary rights notices on Product are reproduced and applied to any copies and documentation.
- TRANSIT may not modify, decompile, disassemble, decrypt, extract, or otherwise reverse engineer Product, or create derivative works based upon all or part of Product.
- TRANSIT may not transfer, lease, assign, or sublicense Product, in whole or in part.
- TRANSIT owns all rights to its trademarks.
- TRANSIT shall have perpetual right to use all customer information and submissions.
- ELERTS owns all app and console software IP and copyrights to that software.

Exhibit E - ELERTS Management Console Screenshots



ELERTS EPICenter v 2.7.2

Logged in as: ELERTS ADMIN Sign Out

Reports Maps Alerts Users/Groups Analytics Admin Help

Incoming Reports Active Closed Trash Tests ?

9/9/2013 | 6:59pm
Other Location Vandalism
Bus stop broken glass at bus stop at Brighton Ave. @ Cambridge St.
From **7(1)(c)**

252 Brighton Ave, Allston, MA 02134, United States

ALLSTON PACKARD CORNER Google

Status: Closed

9/5/2013 | 7:43am
Vandalism
On buses 0689 0721 1416 there have been vandalism on each end of the bell in the last back...
From: ANONYMOUS

Assembly Row WINTER HILL Somerville Google

Status: Closed

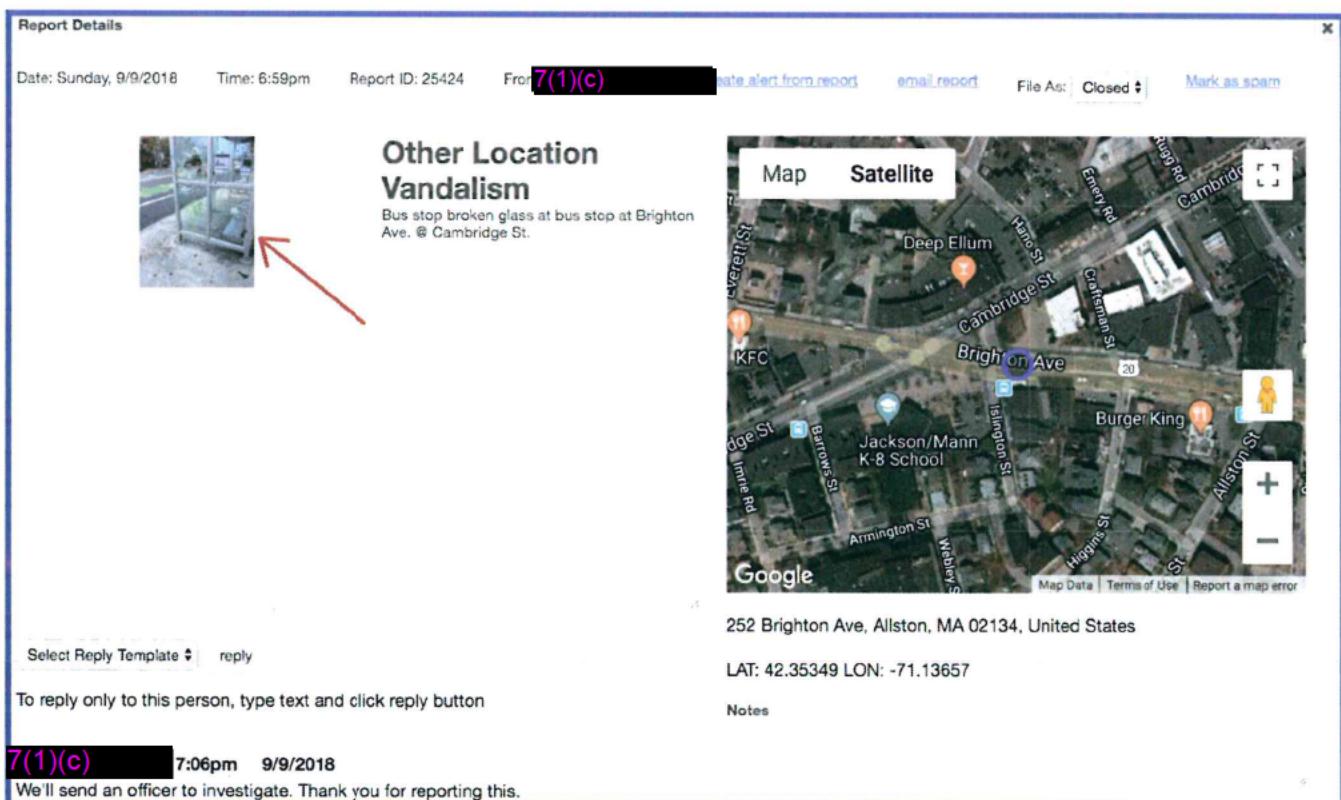
8/31/2013 | 4:27pm
RE: Alewife Vandalism
Ok. Thank you.
From: ANONYMOUS

Cambridgepark Dr, North Cambridge, MA 02140, USA

NORTH CAMBRIDGE Google

Status: Closed

Incident Detail



Report Details

Date: Sunday, 9/9/2013 Time: 6:59pm Report ID: 25424 From **7(1)(c)** [Create alert from report](#) [Email report](#) File As: **Closed** [Mark as spam](#)

Other Location Vandalism
Bus stop broken glass at bus stop at Brighton Ave. @ Cambridge St.



Map Satellite

Deep Ellum Cambridge St. Brighton Ave. Burger King Jackson/Mann K-8 School

252 Brighton Ave, Allston, MA 02134, United States

LAT: 42.35349 LON: -71.13657

Select Reply Template: reply

To reply only to this person, type text and click reply button

7(1)(c) 7:06pm 9/9/2013

We'll send an officer to investigate. Thank you for reporting this.

Supersized Incident Photo



A picture does say 1,000 words. When a dispatcher clicks on the thumbnail photo attached to an incident report, a large-size photo shows what the app user wanted the transit agency to see.

Exhibit F - Collateral needed from TRANSIT Agency

App Provisioning Collateral

1. Short Name for app – TRANSIT.
2. TRANSIT Police Department Phone Number – 555-464-7000 .
3. Transit Website URL (ideally links to a mobile site) – <http://m.TRANSIT.gov> .
4. FAQ URL with info about SSSS campaign (ideally links to a mobile site). <http://www.dhs.gov/if-you-see-something-say-something>
5. High res background photo image for Main screen (minimum of 750px wide by 960px high).
6. High res logo for app icon (minimum of 1024px by 1024px).
7. TRANSIT Police Department Logo (can be the same as #7 (minimum of 500px wide by 600px high)).
8. High res Transit (subway/train) Map (minimum of 2048px by 2048px).
9. High res Bus Map (minimum of 2048px by 2048px).
10. More Menu “about” text.
11. Transit Station list (hierarchical).
12. List of Report Types.

Console Provisioning Requirements

1. List of console users, emails, operator roles
2. Default Logo/image to send to app when an alert is sent without an image (minimum of 400px by 400px).
3. Location address to show for alerts sent by dispatcher(e.g. Transit HQ).
4. Display name in app for alerts (e.g. TRANSIT Police Department).

Other information needed:

- Contact name, phone and email for primary technical and marketing liaisons.

Exhibit G - ELERTS Solution Certification and Robustness

ELERTS System is FEMA-certified as NIMS-compliant



FEMA

ELERTS apps for iOS and Android underwent rigorous testing through the FEMA Preparedness-Technology, Analysis, and Coordination (P-TAC) Center that includes an emergency operations test environment and the Incident Management Test and Evaluation Laboratory (IMTEL), an American Association for Laboratory Accreditation (A2LA) accredited laboratory. ELERTS Campus app has since been renamed to ELERTS See Say. The FEMA-authorized testing confirmed that ELERTS smartphone-based incident reporting and security communication system complies with National Incident Management System (NIMS) standards.

ELERTS System demonstrated its robustness during the Mass-Crisis at Boston Marathon, April 2013

During the chaos that ensued immediately after the explosions at the Boston Marathon, overloaded cellular networks led to failed calls and undeliverable text messages. Persons on the scene were unable to communicate. But those using the **ELERTS MBTA See Say Transit app** on their phones *could* communicate, because ELERTS uses the data portion of the cellular network or Wi-Fi. In the middle of the mayhem, people at the finish line shared information and photos with police.



This tragic event revealed two things. First, the existing communication infrastructure is unable to withstand the surge on the cellular network resulting from a crisis event. Second, people want to help, to be involved, and to make a difference.

100% Customer Retention. ELERTS product and service is highly regarded by transit agencies that subscribe to and operate the system. ELERTS has 100% Public transit agency customer retention.

Exhibit H --- FEMA Test Results of ELERTS NIMS compliance

The entire 39 page final report from FEMA's independent test lab is available at :

http://elerts.com/assets/STEP_ELERTS_Campus_Report_Final.pdf

Note: The "ELERTS Campus" app has since been renamed to "ELERTS See Say" app.

Executive Summary

This report presents the results from an evaluation of ELERTS Campus™ version number 2.1.5¹ (hereafter referred to as ELERTS Campus), a product marketed by ELERTS Corporation. Evaluation activities are conducted as part of the Supporting Technology Evaluation Project (STEP). STEP is managed by the Preparedness-Technology, Analysis, and Coordination (P-TAC) Center, which is operated by Leidos, formerly Science Applications International Corporation (SAIC), under contract with the Federal Emergency Management Agency's National Preparedness Directorate (FEMA NPD). Located in Somerset, Kentucky, the Center includes an emergency operations center (EOC) test environment, complete with supporting technologies, and the Incident Management Test and Evaluation Laboratory (IMTEL), an American Association for Laboratory Accreditation (A2LA) accredited laboratory.

The ELERTS Campus evaluation was conducted from 17 through 19 September 2013. This was a user acceptance test (UAT); therefore, it specifically addressed adherence to National Incident Management System (NIMS) concepts and principles. The test did not address technical standards. This test had one objective:

- Evaluate the system's incorporation of NIMS concepts and principles.

ELERTS Campus is an incident reporting and alert and notification system designed for deployment on academic and corporate campuses. It consists of two main components. The first is a mobile app which individual mobile users can install on personal or issued smartphones. This app enables mobile users to send incident reports to a public safety monitoring center and to report their status and position to public safety officials or personal contacts. The second component is a Web-based report management console. The console enables safety officials to monitor incoming incident and status reports from mobile users and to send alerts and notifications to selected groups of mobile users.

The vendor provided end user documentation, technical assistance for initial setup of the product, and one hour of online training for end users. Once setup and training were complete, the STEP team conducted test activities on-site at IMTEL, using desktop computers to access the command console and iOS and Android smartphones to run the mobile app. Assessors with subject matter expertise in emergency response and emergency management conducted a test of the system and provided qualitative analysis and feedback on the product based on the concepts and principles from the NIMS document [Ref 3].

¹ This product has multiple components, which are versioned separately. This version number refers to the version of the central management console that was evaluated. Also included in the evaluation was the ELERTS Campus mobile app for iOS (version 1.1.0) and for Android (version 1.1.1).

NIMS Concepts and Principles

ELERTS Campus is consistent with all NIMS criteria: Emergency Support; Hazards; Preparedness; Communications and Information Management; Resource Management; Command and Management.

Appendix I --- News and Media releases re: ELERTS Transit

Transit Wire: San Francisco BART's ELERTS app Helps Riders Get on Board

<http://www.verizonwireless.com/news/article/2015/07/transit-wire-barts-elerts-help-riders-get-on-board.html>

San Francisco BART riders empowered with ELERTS "See Something, Say Something" smartphone app

<http://elerts.com/elerts-empowers-riders-san-francisco-bart-system-see-something-say-something-smartphone-app/>

Boston MBTA launches ELERTS See Say app to improve transit safety (interview with Chief MacMillan)

<https://vimeo.com/88295463>

Boston MBTA Chief MacMillan post-Boston Marathon Bombing regarding ELERTS See Say app

<https://vimeo.com/116072279>

Atlanta MARTA announces See & Say app to report crime

<http://www.itsmarta.com/new-see-say-app.aspx>

Atlanta MARTA See Something Say Something App in Action

<https://www.youtube.com/watch?v=1Dt5R9GFzeo>

Atlanta MARTA launches ELERTS See Say app for transit safety

<https://www.youtube.com/watch?v=lPwlMYETNc4&feature=youtu.be>

MARTA launches app to report crimes

<http://www.wsbtv.com/news/news/local/marta-launches-app-report-crimes/nW7mG/>

MARTA introduces See & Say app

<http://patch.com/georgia/roswell/marta-introduces-see-say-app>

Santa Clara VTA launches ELERTS See Say app as VTAlerts

<http://www.vta.org/getting-around/gtfs-info/vtalerts>

VTA Police explain VTAlerts mobile app by ELERTS

<https://www.youtube.com/watch?v=2Dvzq0V48mo>

Buffalo Niagara Transit Authority launches ELERTS See Say app

<http://www.nfta.com/police/SeeSay.asp>

Six Advantages of ELERTS

<http://elerts.com/assets/ELERTS-advantages-booklet-SMALL.pdf>

Appendix J --- ELERTS Attention Engine integration with CCTV cameras

ELERTS patented technology known as Attention Engine can add value to a customer's CCTV system by identifying the camera(s) nearby an active incident. A list of Customers stationary position CCTV camera names and their locations is uploaded into ELERTS cloud. When an incident is reported in the console, the dispatcher may see the name of the nearby CCTV camera, if one is available in the area.

The GPS location of an app user's smartphone is used to determine which surveillance camera(s) is nearby the incident being reported. With this knowledge, a dispatcher can bring up the particular camera and look at live video. Live video can provide dispatcher and police with additional context to an active crime or other security incident.

ELERTS Attention Engine is protected by [U.S. Patent](#) No. 9,607,501.

Please review Attention Engine description here: <http://elerts.com/assets/Attention-Engine-flyer.pdf>

Appendix K – Key Staff Officers

(resumes attached)

Ed English, CEO, resume attached. Expert at managing and operating technology companies.

Chris Russo, Founder and EVP, resume attached. Expert at public safety and first responders.

Jared LaSante, Director of Engineering, resume attached. Expert at mobile technology.

Tim Bryan, CTO, resume attached. Expert at cloud servers, security and communications.

Contact

ede@elerts.com

www.linkedin.com/in/ed-english-3074137 (LinkedIn)

www.elerts.com (Company)

www.platesusa.com (Company)

www.doubleenglish.com
(Company)

Top Skills

Security

Cloud Computing

Information Security

Ed English

CEO at ELERTS

Greater Boston Area

Summary

Make ideas real. Create superb products that people want to use.

Promote and encourage creativity. Stay curious.

Specialties: Smartphone apps, cloud, software, Public Safety, crowd-sourcing, Internet security, video surveillance, access control, e-commerce, marketing, OEM partnerships, consumer products

Experience

ELERTS

CEO

May 2010 - Present

ELERTS develops communication software empowers people with smartphones to quickly report security concerns. "See something, Say something" becomes actionable with ELERTS 2-way, location-aware messaging. People know when something just doesn't look right (human analytics) and can report crimes or suspicious activity in seconds with their phone.

ELERTS software augments traditional security systems such as cameras, VMS, mass notification and access control systems.

For example, Security Ops centers normally do not watch live video from their surveillance cameras; there are too many cameras! Most video is just recorded as evidence, post-event. With ELERTS Attention Engine, the smartphone with its GPS serves as a locator for nearby cameras. Attention is focused on the camera with a view of an active incident.

Violence in schools is increasing. Attacks are sudden and often end in just 5-7 minutes, even before police arrive. During these critical minutes, teachers and students are on their own. ELERTS Event Alert app empowers teachers and others to immediately share security concerns with school staff and police.

PlatesUSA
Founder
September 1997 - Present
The Cloud

Ecommerce web site sells real License Plates from all 50 states to collectors.
PlatesUSA also sells fantastic artwork made from License Plates.

Trend Micro
CTO Anti-Spyware
May 2005 - January 2008 (2 years 9 months)

Managed integration of teams, products and anti-spyware technology, upon Trend's acquisition of InterMute, a company I founded in 1999. Identified emerging computer security threats and provided thought-leadership for new business opportunities in the security field.

InterMute
CEO
May 1999 - May 2005 (6 years 1 month)

InterMute developed software products to protect consumer and business PCs from Internet threats and annoyances. Our leading brands were SpySubtract and AdSubtract.

InterMute software products were sold at popular retail stores including BestBuy, CompUSA, Circuit City and Fryes. A key strategy of the company was to gain a large installed base of users via OEM channels. Our software products were bundled on millions of new PCs made by HP, Compaq, Sony and others. Most 56k modem manufacturers also distributed InterMute products as value-add software.

InterMute products:

- AdSubtract --> web ad blocker
- SpySubtract --> anti-spyware
- SpamSubtract --> anti-spam
- BadSubtract --> web content filtering

InterMute was acquired by Trend Micro in 2005

Zoom Telephonics
Director of Software

1995 - 1999 (5 years)

Managed software development and QA teams producing new modern, webcam and wifi products. Negotiated OEM partnerships with major software publishers.

Digital Products, Inc.

Principal Software Engineer

January 1986 - December 1994 (9 years)

Watertown, MA

Designed and developed network print server products and firmware for HP LaserJet MIO print server devices. Invented raster compression driver to print images twice as fast to Laserjets. Invented multi-language talking print server. "Hey you, I am out of paper over here!".

Individeo

Founder and CEO

1983 - 1986 (4 years)

Atari 2600 video game development services. Individeo programmed 7 Atari video game cartridges under contract, for Coleco. Titles include Mr. Do!, Front Line, Looping, Cabbage Patch Kids, Roc N Rope.

Parker Brothers

Programmer - Frogger

1981 - 1982 (2 years)

Beverly MA

Programmed Frogger video game for Atari 2600, which generated \$80m+ revenue.

4KB ROM, 128 bytes RAM and 4M units sold. Ribbit!

Fidelity Electronics

Chess Programmer

1979 - 1980 (2 years)

Developed software for microcomputer chess games. Tutored by a grandmaster who taught me to play better chess so I could teach the machine. Studied game theory, always assume your opponent will make their best possible move. Improved alpha-beta pruning algorithm to get 2X playing speed.

Education

Boston College
BSCS, Computer Science · (1975 - 1979)

Contact

crusso@elerts.com

www.linkedin.com/in/christopher-j-russo-113a8a10 (LinkedIn)
Elerts.com (Company)

Top Skills

Public Education
Union
Emergency Management

Certifications

PADI Open Water Diver, Advanced Open Water, Rescue Diver

Christopher J. Russo

Chief of Department Hull Fire & FOUNDER/EVP ELERTS CORP.
Greater Boston Area

Summary

- * 1000 Hours of Fire Administration Education
- * Over 30 Years full time paid Fire Service
- * Response and Rec. Team 9/11 Ground Zero
- * Response and Rec. Team Worcester Cold Storage Fire
- * Exec.VP/Founder ELERTS Corporation

Specialties: Union President, Vice President, Secretary, Union Contract Negotiations, Finance and Administration, Public education, Public Information Officer, "MIRT" Maritime Incident Response Team Boston ma.

Experience

Town of Hull Department of Fire and Rescue Service
Chief of Department
January 2015 - Present
Hull Ma 02045

The Fire Chief is the highest-ranking member of a fire department. He organizes and directs the fire and rescue team to minimize the loss of life, injury or property. The fire chief not only leads his firefighters as they fight fires, but the chief also serves as chief administrator of the fire department. This makes him responsible for working with supervisors to create budgets and implement local safety ordinances.

Elerts Corp.
Founder/Exec. VP
January 2009 - Present
Boston

ELERTS is changing the emergency response landscape by creating one of the most effective and robust public safety communication platforms using smartphones. Using mobile technology to combine official-sourced alerts with crowd-sourced reports, ELERTS is putting safety and security in the hands of smartphone users everywhere.

Town of Hull
Deputy Fire Chief
April 2007 - Present

Operations Chief- Responsible for Daily Operations, I.C Fire Suppression, Mutual Aid Response, Program and Training Development, Finance and Administration, Immediate Supervisor to Department Captains and Fire Prevention Division Captain, Public Information Officer.

Town of Hull
Director of Emergency Management
January 2015 - 2018 (4 years)
Hull, Ma 02045

Town of Hull
Fire Captain
April 2001 - May 2007 (6 years 2 months)

Shift Captain responsible for immediate supervision of on duty shift in (2) stations. Required to perform all aspects of training and manage response during daily operations.

Town of Hull
Firefighter EMT-D
June 1985 - April 2001 (15 years 11 months)
Assigned to Rescue # 2.

Education

National Fire Academy
Haz-Mat · (1986 - 2008)

Barnstable Fire Academy

Emergency Management Inst.

Mass. Emergency Management Agency
Advanced PIO, Basic PIO

Mass. Fire Academy

Contact

jaredlasante@gmail.com

www.linkedin.com/in/jaredlasante
(LinkedIn)

www.elerts.com (Company)

Top Skills

iOS Development

Objective-C

Swift

Languages

English

Jared LaSante

iOS Lead Developer

Greater Boston Area

Summary

Specialties: Objective C, Java, 3D Modeling, Animation, Photoshop, Programming, CSS, HTML, Strong Leader, Patience, Dedicated

Experience

ELERTS

Senior Developer

March 2011 - Present

Led the product development and implemented a wiki-based help system for both App users and the web-based console users. Designed and was the sole developer of all ELERTS iOS and Android apps, some of which are currently used by several major US transit authorities. I also helped create a utility that connected our cloud-based backend with VMS, Access controls and other systems located within a customer's network.

Chef Nightly

iOS Lead

July 2015 - April 2016 (10 months)

Led the development of the Chef Nightly iOS app.

Rhino Mobile

CTO

January 2009 - September 2010 (1 year 9 months)

In charge of all technical operations and future technical endeavors as well as designed and developed an SDK for displaying video ads in iOS

Fusion Creative Studios

2 years 1 month

Director of Engineering

December 2008 - September 2010 (1 year 10 months)

Led the development of a Facebook game called Mansion Makeover. I managed a team of 6 people to bring the game to life. Also led the development of some smaller Palm Pre games.

- Lead Software Engineer**
September 2008 - December 2008 (4 months)
Developed a side scrolling adventure game for iOS called Foxie Hunny
- Fusion Creative**
Production Director
September 2007 - September 2008 (1 year 1 month)
In charge of creating 3D renders and animations for building development companies. Responsibilities included delivering high quality work on time, managing a small team and creating marketing material until the company rebranded as Fusion Creative Studios.
- US Intervention**
Lead Programmer
February 2006 - August 2007 (1 year 7 months)
Was in charge of the Programming team for US Intervention.
Took 3D assets and brought them in game from a 3D application. Then coded the vehicles to be usable in game by both players and AI
Created new game modes and helped Level Artists make their levels support AI.
- Quinnipiac University**
STAR
2005 - 2007 (3 years)
IT Support
-
- Education**
- Quinnipiac University**
Computer Science, Game Development · (2004 - 2007)
- Quinnipiac University**
Interactive Digital Design, 3D animation/games · (2004 - 2007)
- Western New England University**
Engineering · (2003 - 2004)

Contact

tbryan@gmail.com

www.linkedin.com/in/tbryan
(LinkedIn)

Top Skills

PHP

MySQL

Amazon Web Services (AWS)

Languages

Spanish (Elementary)

French (Elementary)

Publications

Boston Marathon bombing shows problems with cell phone networks

Tim Bryan

CTO

Greater Boston Area

Experience

ELERTS

8 years 4 months

CTO

July 2014 - Present

Chief Architect

July 2010 - July 2014 (4 years 1 month)

Keeping people safe one smartphone at a time.

Designed and implemented the cloud based solution for two-way emergency communications that is currently used by several major US transit authorities.

Charity Partners, Inc.

Director of World Saving Technologies

March 2009 - October 2009 (8 months)

During my time at Tickets For Charity I translated the goals of the founder and COO into a technical roadmap and hired key positions to take the technology where it needed to be in order to handle the predicted growth.

Also, the privilege of working for a socially responsible organization continues to be an inspiration for me and my career.

Kayak.com

Software Architect

December 2007 - December 2008 (1 year 1 month)

Designed and implemented SEO strategy for hotel searches improving organic rank for relevant keywords.

Built custom CMS for marketing department to utilize for geo-specific targeted newsletters.

Assisted in rolling out additional translations of the site.

Trend Micro

Emerging Threat Research/System Architect
May 2005 - December 2007 (2 years 8 months)

InterMute Inc
Software Engineer
June 2001 - May 2005 (4 years)

Mystic River
Extra
June 2002 - June 2002 (1 month)
Boston, MA

Worked three days as a paid extra for the film "Mystic River".

Education

North Quincy High School

ELERTS See Say

Crowd-Sourced
Incident Reporting for Transit
Agencies

“Riders feel Safer
with ELERTS mobile app”



App mockup example

#1 See Something, Say Something ... for Transit Agencies ...

ELERTS Commercial-Off-The-Shelf (COTS) Solution



Atlanta
MARTA



Atlanta
STREETCAR



Boston
MBTA



Buffalo
NFTA



Charlotte
CATS



Contra Costa
TRI DELTA



Dallas
DART



Jacksonville
JTA



Los Angeles
FOOTHILL TRANSIT



Orlando
LYNX



Sacramento
SACRT



San Francisco
BART



Santa Clara
VTA



SE Pennsylvania
SEPTA



Toronto
TTC



Victor Valley
VVTA

100%

Transit Agency Customer Retention

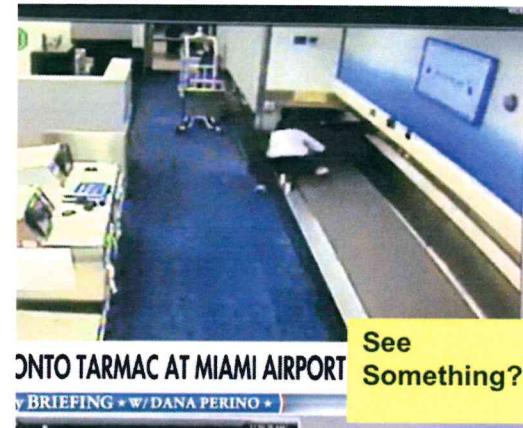
See Something (is unlimited)

Say Something (is Limited)



People need more than “Call 911” or “Tell a LEO”

ANYONE can “Say Something”
in **20 Seconds** with ELERTS app.



Crowd-Sourced Incident Reporting

Riders feel Safer with ELERTS See Say app

"It just makes you feel safer, because you know there is something you can do if you see something"



"A lot of people are scared to step up, but with this app, people might be more inclined to speak up or report it"



"You want to be involved but not like THAT INVOLVED. I think that would be a good thing to have."

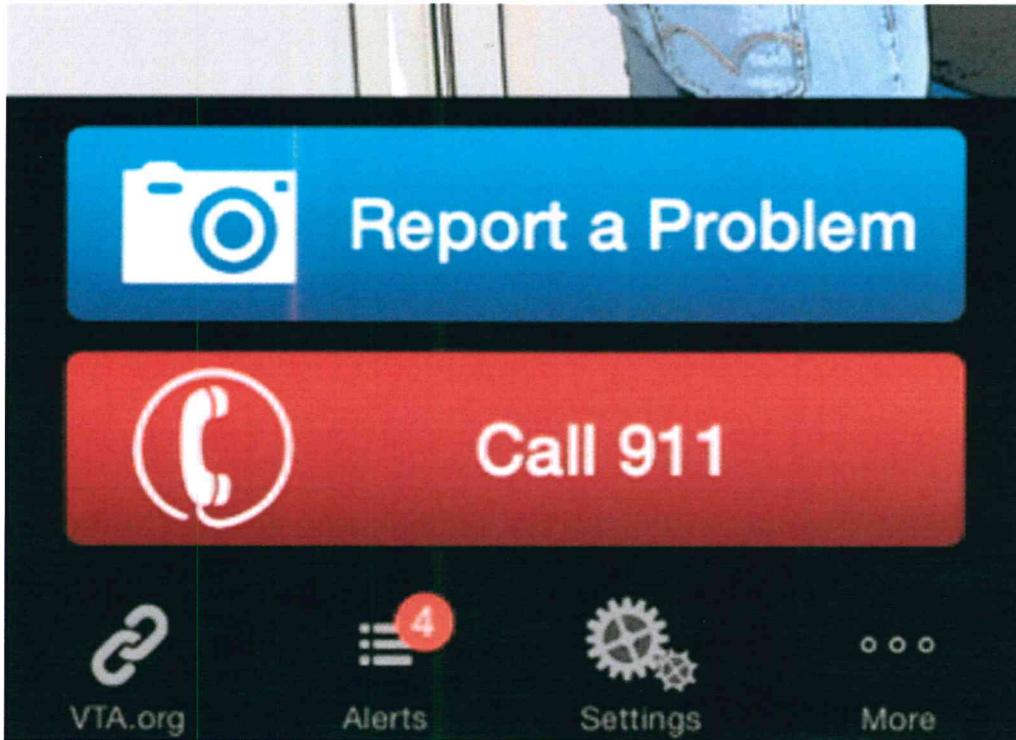


Riders who feel Unsafe become Ex-Riders

- Ridership down ~20% since 2013 (LA Metro)
- **29% stopped riding because they felt unsafe or uncomfortable on buses and trains.**
 - Source: [LA Times](#)



Simple UI – Two Big Buttons



Agency specifies
Button text and Phone #

Multiple jurisdictions?
Use "Call 911"

Real Results

Incidents reported with ELERTS See Say app:

- Abandoned bags
- **Harassment/Abuse**
- Fare evaders
- Vandalism
- Suspicious behavior
- People in tunnels/Restricted Areas
- Assault
- Train with wobbling wheels – possible derailment.
- Robbery – handbag and bicycle theft
- Guns being sold on train
- Bus driver being assaulted
- **Sexual assault**
- Drugs being used and sold
- Sighting of a murder suspect
- Medical emergencies
- Passed out/asleep persons
- Drunk and disorderly behavior
- Gates illegally propped open
- Car break-in
- Smashed glass at bus stop
- Boston marathon bombing photos



ELERTS See Say for Transit Systems

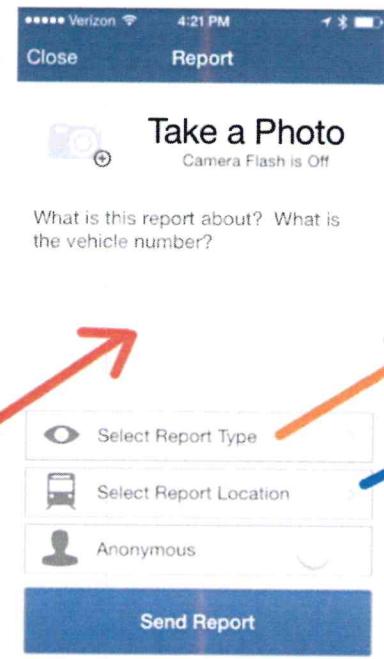
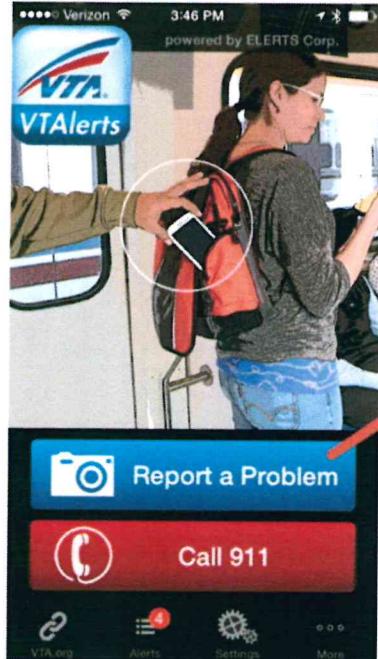
Harassment – The Invisible Threat

- Sexual Harassment
 - Racial Harassment
 - Religious Harassment
 - Gay Harassment
 - Bullying
- Riders won't report harassment by phone
 - They feel embarrassed and intimidated
 - App allows immediate and discrete reporting

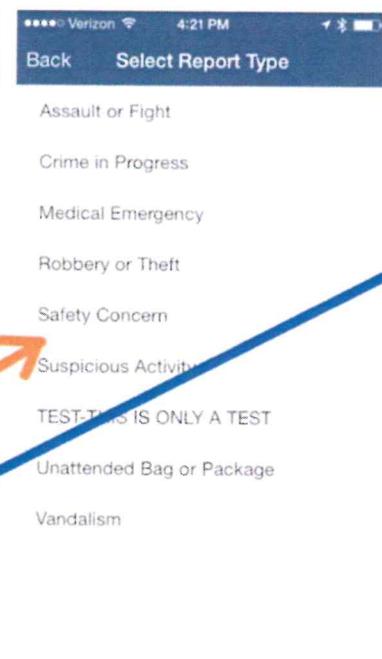


ELERTS See Say for
Transit Systems

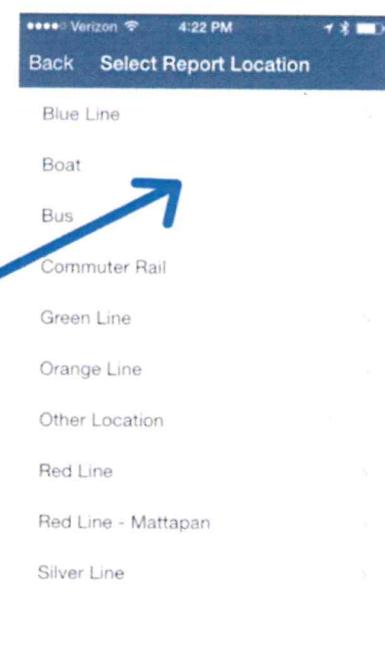
ELERTS See Say app screens



(Customized List)



Choose Rider's Location



GPS

Phone's GPS
is sent
automatically



Camera Flash
OFF automatically

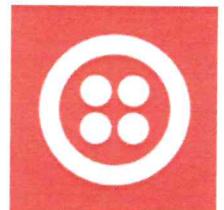
Photo, Incident Description, Report Type, Report Location, Anonymous

ELERTS See Say for Transit Systems

SMS Text-A-Tip



- All phones are not smartphones.
- Some people prefer texting.
- ELERTS communication platform includes “Text-A-Tip” phone number, for non-smartphone users and people who prefer to use texting instead of app.
- SMS Reports appear in ELERTS Console. Operator can immediately reply to Text-A-Tip reports.



Twilio

ELERTS Console

- **Provides Situation Awareness:**

- Report Type,
- Incident Description,
- Photo, Video &
- GPS Location.

- Click Report for Detail view.

- Ask Rider for more details.

- No hardware required.
- Cloud-based console,
access by web browser.

Manage reports from riders

The screenshot shows the ELERTS EPICenter v 2.5.9 web application. At the top, there's a navigation bar with tabs: Reports, Alerts, Users/Groups, Stats, Admin, and Help. A message 'Logged in as: ELERTS ADMIN' is displayed. Below the navigation bar, there's a toolbar with buttons for Incoming Reports, Active, Closed, Trash, Tests, and a help icon. The main content area displays a list of reports. Each report entry includes a thumbnail icon (camera or phone), a title, a brief description, and a timestamp. To the right of each report, there's a 'File As:' button followed by 'active', 'closed', 'trash', and 'tests' buttons. Below the report list, there are icons for Google, Lowell, Massachusetts Institute of Technology, and a location marker. At the bottom right, there are 'Back to Top' and 'Load More' buttons.

Report Type	Title	Description	Timestamp	File As
REPORT	QUINCY CENTER Sexual Assault or Harassment	A middle aged white man in blue jeans, black socks, and a polo, took pictures up my skirt from across the T. He had short, spiky white hair, blue eyes. He ...	4:06pm 6/30/2017	active
REPORT	COMMUTER RAIL Vandalism	Damage to garage property lowell. This man crashed in gate. Wants to leave	9:32pm 6/29/2017 Anonymous	closed
CALL	CALL	The Call Police button was pressed in the app. The app user may have hung up before the call went through.	1:28pm 6/28/2017	closed
REPORT	COMMUTER RAIL Other	Group of people walking up and down tracks on Lowell train line.		tests



ELERTS See Say for Transit Systems

Back to Top

REPORT DETAILS – Dispatcher View

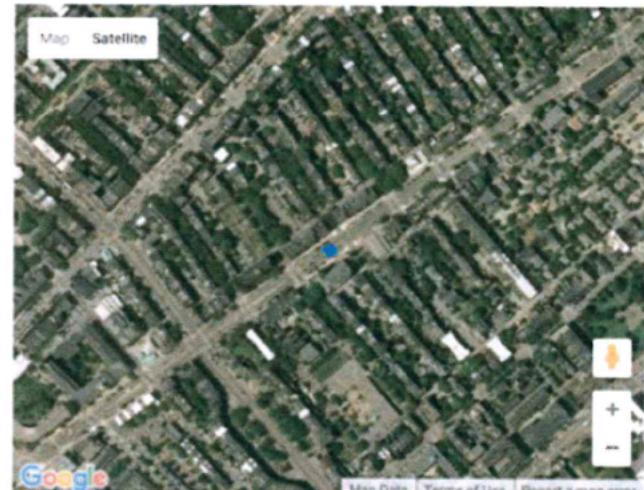
Report Details X

Date: Sunday, 9/20/2015 Time: 9:53am Report ID: 12155 From: **7(1)(c)** [create alert from report](#) [email report](#) File As: Closed



Bus Vandalism

Bus stop at Tremont and W Concord smashed.



reply

To reply only to this person, type text and click reply button

P. O. Lisa Delaney 9:54am 9/20/2015

thank you we will notify Boston PD

728 Tremont St, Boston, MA 02118, United States

LAT: 42.34039 LON: -71.07830

Notes

enter text

save note

ELERTS See Say for Transit Systems

[12]

Dispatcher View – Supersize Photo



Use Cases for ELERTS See Say

1) Safety/Security



SUSPICIOUS ACTIVITY,
WEAPON SEEN,
OVERHEARD THREAT,
TRESPASSING,
BOLO

2) Human Trafficking



POSSIBLE SIGHTING

3. Maintenance/Operations

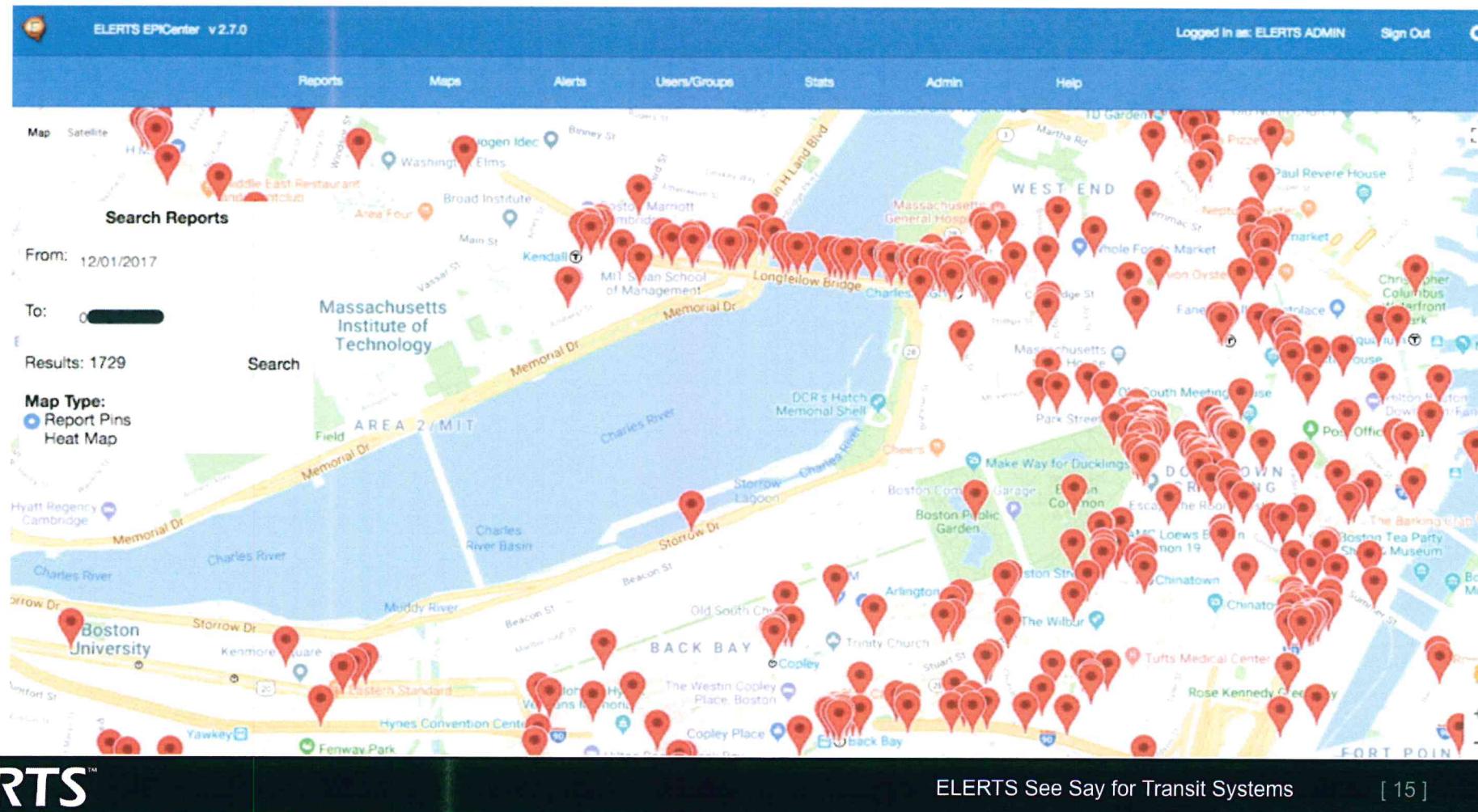


SPILL or SLIP DANGER,
ESCALATOR PROBLEM,
TICKETING MACHINE,
SIGNAGE PROBLEM, ETC.

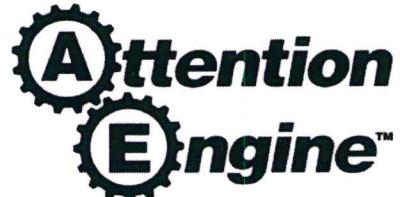
Incident Maps - Visualize where problems occur over time.

This information can help leadership to decide where to deploy security resources.

Hover over
Pin to see
Details of
An Incident
Report



A “CRIME SEEN”



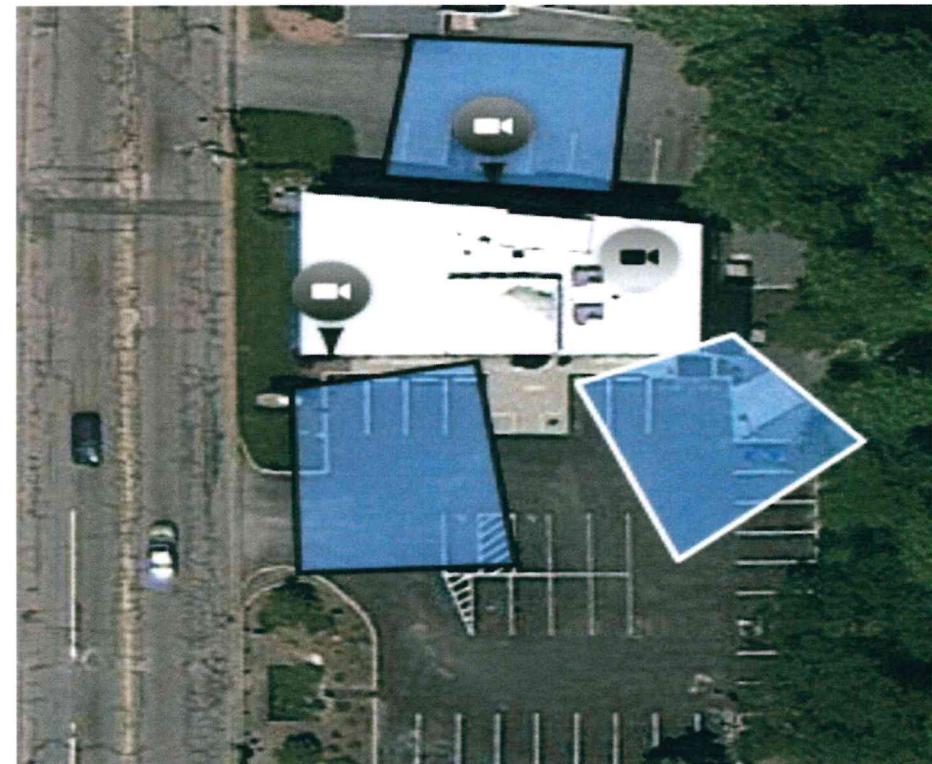
ELERTS patented technology
Identifies nearby Surveillance Cameras

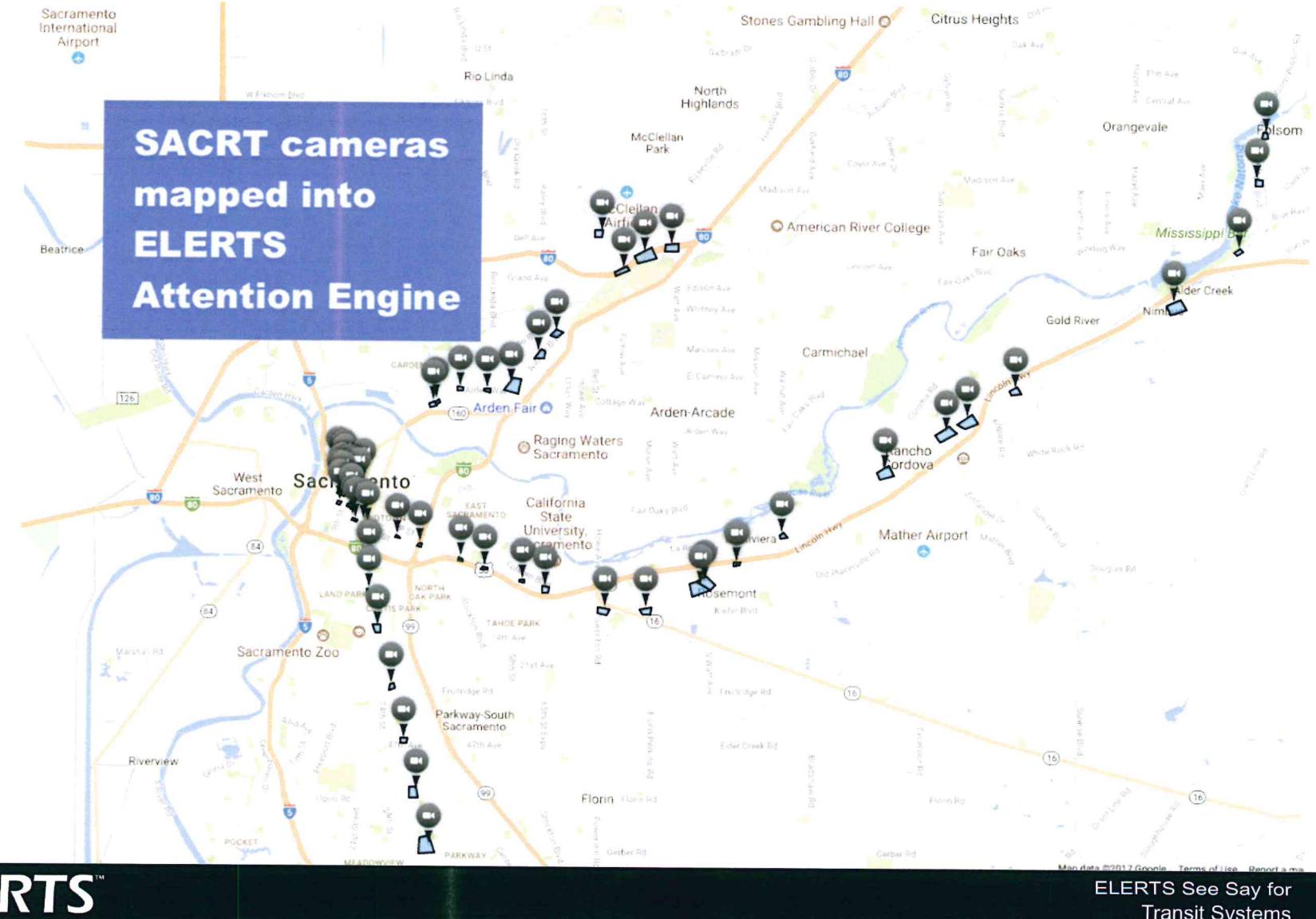


ELERTS Attention Engine employs or practices certain features and/or methods of [U.S. Patent](#) No. 9,607,501.

NEW – 20,000 DOT cameras included.

E.G.





ELERTS See Say for
Transit Systems

BOLO Outbound Messaging

From console:

ALERTS may be broadcast
to All users or Groups

Communication builds
rapport with app users.

ELERTS EPICenter v 2.5.7 Security Sys: None Logged in as: Elerts Admin Sign Out

Reports Alerts Users/Groups Stats Admin Help

Create Alert

Create a message to broadcast to app users

Title: Missing Endangered Person **7(1)(c)**

Expires: 2017-04-07

Details: Schizophrenia and Autism and was last seen at his residence on the 5300 block of Wakefield Street
7(1)(c)

Upload Photo (jpg, png) Browse... Screen Shot 2017-04-06 at 9.14.43 PT
7(1)(c)

Next

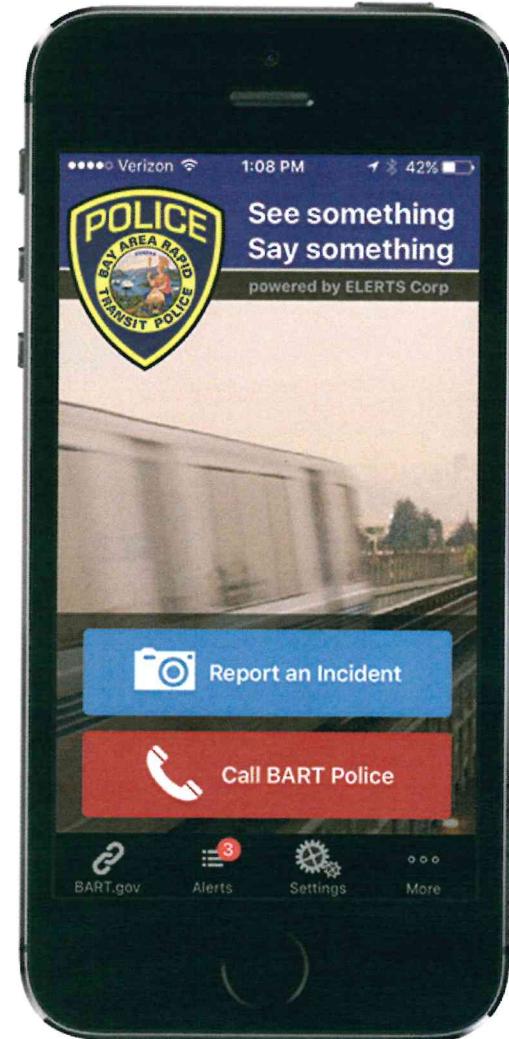


Console Features

- Web-based, no software
- Easy to learn and use
- No extra dispatcher required
- 3 Levels of Operator/Dispatcher
- Reply templates for easy & consistent response
- Statistics on past activity
- Agency-sharing of incident reports
- Search Incident reports by keyword, date range
- Export incident reports to CSV or PDF

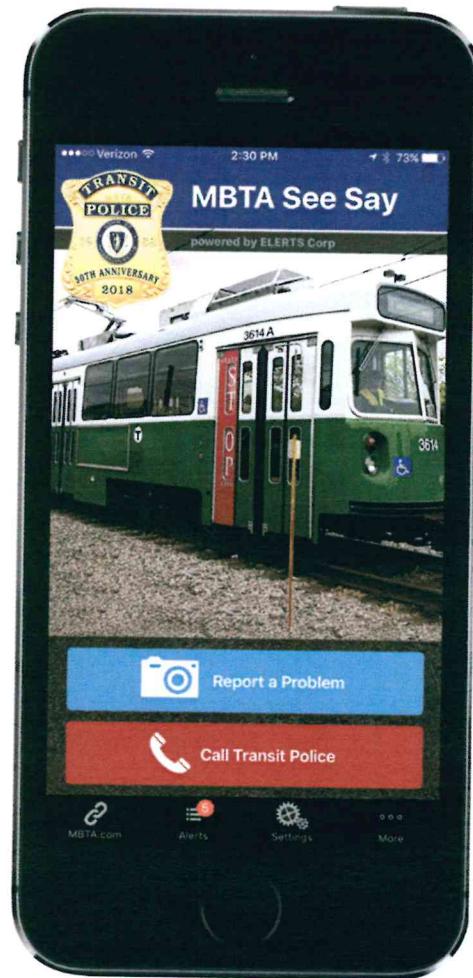
Easy to Launch, Easy to Use

- ELERTS shares Best Marketing Practices
- ELERTS trains Dispatchers
- App release candidate 30 days after collateral is received from Transit Agency



ELERTS Commercial-off-the-shelf system
is well established in the Public Transit
industry and proven to be effective.

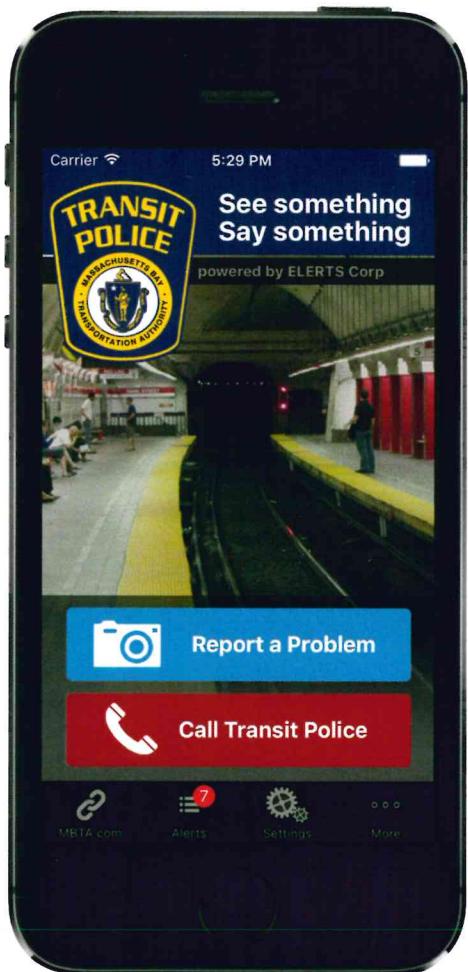
Ed English
CEO
781-738-3461
ede@elerts.com





Why do major transit systems **TRUST ELERTS** to keep their riders safe?

...because ELERTS #1 "See something Say something" mobile app provides unmatched benefits for transits and riders.



TRANSIT SYSTEM BENEFITS

- Riders act as **force-multiplier** for police
- 2-way, real time communication between riders and dispatch → provides **immediate situation awareness** for transit security
- Improves rapid response time with GPS map pinpointing rider's location
- "Be on the look out" broadcast capability from dispatch to riders
- Access **between world-wide transit systems** → help thwart coordinated attacks

RIDER BENEFITS

- App download is **FREE**
- **Empowers riders** to discreetly share safety issues with transit police
- Replaces unease with security; ability to directly communicate with dispatcher
- Ease of use in communicating incidents

Learn more at www.elerts.com/transit
Ask about our 30-day deployment
Call 877-256-1971 or email sales@elerts.com

Major transit systems who put their trust in ELERTS



Atlanta
MARTA



Boston
MBTA



Buffalo Niagra
NFTA



Charlotte
CATS



Dallas
DART



Sacramento
SACRT



San Francisco
BART



Santa Clara
VTA



Toronto, Canada
Toronto TTC



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Mass Transit Systems embracing 21st Century Transit Policing



Atlanta
MARTA



Boston
MBTA



Buffalo Niagra
NFTA



Charlotte
CATS



Dallas
DART



Sacramento
SACRT



San Francisco
BART



Santa Clara
VTA



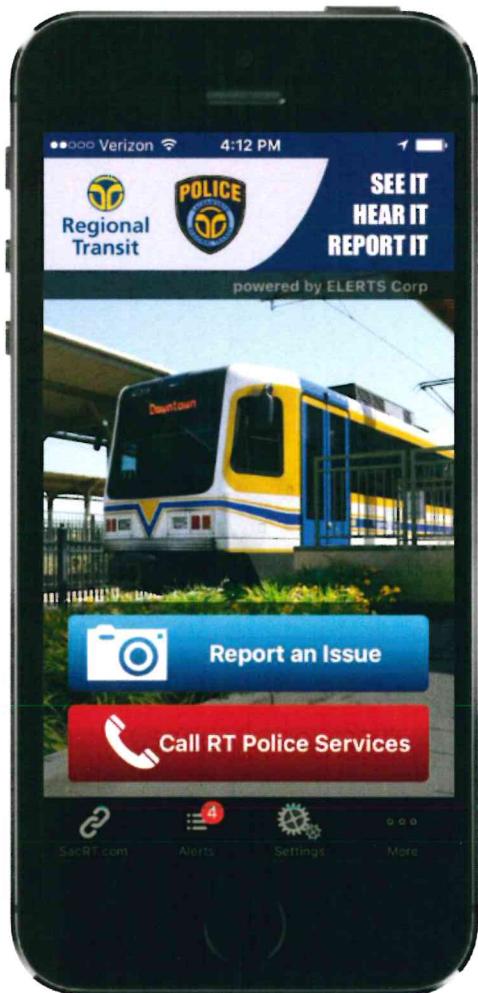
Toronto, Canada
Toronto TTC



Victor Valley
VVA

ELERTS is the #1 ‘See Something Say Something’ mobile app for transits

WHY ELERTS WORKS?



- Smartphones are “everywhere” Riders become the “eyes and ears” of the system
- Riders can discreetly send a report at any time
- Reports include incident descriptions, photos and GPS map
- Real-time two-way communication with transit police
- Web-based report management console
- Safety and travel alerts may be broadcast to riders
- High functionality in low bandwidth environments
- App disables flash so riders can take a photo without being noticed
- “Store and forward” capability saves reports if signal is weak and automatically forwards when stronger
- Communication channel stays open throughout incident

Increase security and safety without additional staffing.

ELERTS

Mass Transit Systems embracing 21st Century Transit Policing



Atlanta
MARTA



Boston
MBTA



Buffalo Niagara
NFTA



Charlotte
CATS



Dallas
DART



Sacramento
SACRT



San Francisco
BART



Santa Clara
VTA



Toronto, Canada
Toronto TTC



Victor Valley
VVA

ELERTS is the #1 'See Something Say Something' mobile app for transits

HOW?

- Riders use ELERTS mobile app to report safety issues to transit police
- ELERTS app enables 2-way communication between riders and dispatch
- Riders report what they see and hear in real-time to transit police
- Riders send description of incident with photos or video
- GPS location sent with incident report so police know where situation is happening
- Increase security and safety without additional staffing
- Cloud based, no maintenance required
- Supports iPhone and Android phones
- NIMS Compliant
- Simple and easy to use



In a crisis situation, there is no better tool to provide instant information to help quickly resolve an issue