



**CHAMPAIGN-URBANA MASS TRANSIT DISTRICT BOARD MEETING
ADDENDUM**

Wednesday, February 27, 2019 – 3:00 p.m.

Champaign City Council Chambers
102 North Neil Street, Champaign

- 8. Action Items
 - B. Onboard Data Communication Pilot Program



To: Board of Trustees
From: Karl Gnadt, Managing Director
Date: 2/27/2019
Subject: Onboard Data Communication Pilot Program

- A. Introduction:** This pilot program will enable cellular data communication capabilities on two to three of MTD's fixed route buses. If successful, this pilot can be expanded to the remainder of MTD's fleet at minimal cost.
- B. Recommended Action:** Staff recommends approval of the contract with INIT Innovations in Transportation, Inc. (INIT) in the amount of \$66,700.00 pending IDOT concurrence. This item is in the FY2019 budget at \$75,000.00.
- C. Prior Trustee Action:** None.
- D. Summary:** Since its installation in 2004, MTD's two-way Computer Aided Dispatching/Automatic Vehicle Location (CAD/AVL) system has used a proprietary UHF data-radio system for communication between vehicles on the street and the central system. While cutting edge in 2004, this system has grown antiquated as the years have passed. Cellular data communication provides greater reliability and range. Additionally, the significant bandwidth increase offered by cellular data will allow for more frequent vehicle location updates and the use of advanced dispatching measures that are currently unusable due to bandwidth limitations.

This project covers the cost of modifications to the central CAD/AVL system to allow operation of cellular data communication. The modifications will allow vehicles communicating via cellular data and vehicles communicating via the legacy data-radio to operate concurrently.

There is no additional licensing cost to move vehicles from data-radio communication to cellular communications. After completion of the pilot, the remainder of the fleet can be migrated to cellular communication at minimal cost. To be compatible with cellular communication, vehicles must have version 2 of INIT's COPILOT PC. Currently, 37 of MTD's 111 fixed route buses and all of MTD's vans have compatible COPILOT PCv2 devices. The remainder of vehicles are expected to be upgraded over the next several years through vehicle replacement and maintenance.

- E. Budget & Staffing Impacts:** Staff does not anticipate staffing impacts related to this purchase order. We will utilize the Downstate Operating Assistance Program (DOAP) debt service mechanism. We will utilize MTD's note payable at First Bank to borrow the money and 65% of the total cost will be reimbursed by the state operating grant. The remaining 35% of the cost will be covered with local funds.

Prepared by:
Ryan Blackman
Software Development Manager

CONTRACT

1. Contract Documents

The Contract consists of the documents listed below. In case of any conflict among these documents, the order of precedence shall be:

1. Contract Amendments with the latest taking precedence
2. Contract
3. Illinois Department of Transportation Requirements
4. Proposal 2016-372-02 dated 12/11/2018 (Pages 1-4)

A modification or change to any Contract document shall take its precedence from the term it amends. All other documents and terms and conditions shall remain unchanged.

2. Compensation

The Champaign-Urbana Mass Transit District shall pay \$66,700.00 and INIT Innovations in Transportation, Inc. (INIT) shall accept the amount as full compensation for all costs and expenses of completing the Work in accordance with the Contract, including but not limited to all labor and material required, overhead, storage and shipping, risks and obligations under the Contract, fees and profit, and any unforeseen costs.

3. Contract Term and Period of Performance

The effective date of this Contract shall be February 27, 2019.

The Contract delivery date shall be no later than June 30, 2019.

4. Notices

Any Notice legally required to be given by one party to another under the Contract shall be in writing, dated and signed by the party giving such Notice or by a duly authorized representative of such party. Such Notice shall be considered given when received by the other party.

Notices shall not be effective unless transmitted by any method that provides confirmation of transmission and delivery, such as fax, certified mail or registered mail and addressed to:

Champaign-Urbana Mass Transit District
1101 East University Ave.
Urbana, IL 61802
FAX: 217.384.8215

INIT Innovations in Transportation Inc.
424 Network Station
Chesapeake, VA 23320
FAX: 757.413.5019

5. Entire Agreement

This Contract including documents referenced in Article 1 constitutes the complete and entire agreement between the Champaign-Urbana Mass Transit District and INIT Innovations in Transportation, Inc. (INIT) and supersedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written, that are not incorporated as a part of the Contract.

_____ INIT Innovations in Transportation, Inc. (INIT)	_____ Champaign-Urbana Mass Transit District
_____ Signature of authorized official	_____ Signature of authorized official
_____ (Print or type name and title)	_____ (Print or type name and title)
_____ Date	_____ Date
_____ Tax ID number	

ILLINOIS DEPARTMENT OF TRANSPORTATION STANDARD CLAUSES AND PROVISIONS

A. Termination

- i. Termination for Convenience: The Champaign-Urbana Mass Transit District (MTD) may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including Contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to MTD to be paid to the Contractor. If the Contractor has

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any property in its possession belonging to MTD, the Contractor will account for the same, and dispose of it in the manner the MTD directs.

- ii. Termination for Default: If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the Contract is for services, the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any other provisions of the contract, MTD may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the Contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract. If it is later determined by MTD that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, MTD, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

B. Financial assistance

This contract is subject to financial assistance contracts between MTD (and the United States Department of Transportation) and the Illinois Department of Transportation.

C. Interest of Members of Congress

No member of or delegate to the Illinois General Assembly (or the Congress of the United States) shall be admitted to any share or part of this contract or to any benefit arising therefrom.

D. Prohibited Interests

No member, or officer, or employee of MTD a local public body with financial interest or control in this contract during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

E. Contract Changes

Any proposed change in this contract shall be submitted to the MTD for its prior approval.

F. Audit and Inspection of Records

The contractor shall permit the authorized representatives of MTD and the State of Illinois to inspect and audit all data and records of the contractor relating to his performance under the contract.

G. Subcontracts

The contractor shall not enter into any sub-contracts or agreements, or start any work by the work forces of the third party or use any materials from the stores, of the third party, with respect to this contract, without the prior concurrence of the Illinois Department of Transportation. All such subcontracts, agreements, and force work and materials shall be handled as prescribed for third-party contracts, agreements, and force-account work by the IDOT manual for Public Transportation Capital Improvement Grants. All requests for concurrence shall be submitted to the Champaign-Urbana Mass Transit District for approval prior to submittal to IDOT.

H. Assignment

Assignment of any portion of the work by subcontract must be approved in advance by MTD.

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the 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 the contract may be cancelled 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 contract, the contractor agrees as follows:

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(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 affirmative action to rectify any such underutilization.

(2) That, if it hires additional employees in order to perform this contract 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 the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency and will recruit employees from other resources 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 the contracting agency, and in all respects comply with the Illinois Human Rights 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 the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights 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 subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with the applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event of any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.