Attachment A

AMENDMENT No. 1 to

CONTRACT No. 3 0 0 0 8 2 2 1

FOR

MANUFACTURE AND INSTALL CCTV'S, PIS' & DISPLAYS

FOR PORTALND STREETCARS

This Amendment No. 1 amends Contract No. 30008221 dated 31st day of August, 2022, by and between ISC Applied Systems **(**"Contractor") a Canadian based corporation, and the City of Portland**,** a municipal corporation of the State of Oregon ("City") by and through their duly authorized representatives. This Amendment may refer to Contractor and City individually as a "Party" or collectively as the "Parties."

This Amendment is authorized by City Ordinance No. _____.

The Effective Date of this Amendment is [date]**.** The purpose of this Amendment is to add funds and to adjust scope of work to include installation and design.

The Contract has not been previously amended.

The Parties agree to Amend the Contract as follows:

1. The Contract not-to-exceed amount of $993,928.00 is increased by $2,904,645.00 to a new total not-to-exceed amount of **$ 3,898,573.00**.
2. Exhibit E, Scope of Work to the Contract is amended and updated per Exhibit A, attached to and incorporated by reference.
3. Exhibit A, Contractor's Pricing, to the Contract is amended and updated per Exhibit B, attached to and incorporated by reference.

All other terms and conditions of the Contract remain unchanged by this Amendment and in full force and effect.

This Amendment may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same instrument. The Parties agree that they may execute this Amendment by electronic means, including the use of electronic signatures.

IN WITNESS WHEREOF, the Parties hereby cause this Amendment to be executed.

CONTRACTOR

_____

Authorized Signature Date

_____

Printed Name and Title

Address: _____

_____

Phone: _____

Email: _____

Prepared By: _____

Sent to Lisa Sanderson via email at lsanderson@iscappliedsystems.com.

Contract Number: 30008221

Contract Title: MANUFACTURE AND INSTALL CCTV'S, PIS' & DISPLAYS FOR PORTALND STREETCARS

CITY OF PORTLAND SIGNATURES

By: _N/A_____ Date: _____
Bureau Director

By: _____ Date: _____
Chief Procurement Officer

By: _N/A_____ Date: _____
Elected Official

Approved:

By: _____ Date: _____
Office of City Auditor

Approved as to Form:

By: _____ Date: _____
Office of City Attorney

City Attorney 12/14/2021

PROJECT - C2162 - City of Portland, Portland Streetcar

CCTV & PIS and Installation

2022-11-21

Reference Documents

Item #	Document	Reference Name	Date
1.	Commercial letter (rev 5)	ISC2162-PortlandStreetcars - CP R05	2022-11-21
2.	Technical Proposal ISC (rev 2)	ISC2162_Technical_Proposal_Portland_Mar07_2022.pdf	2022-03-07
3.	Proposal for a Limited Notice to Proceed (rev 3)	ISC2162-PortlandStreetcars – LNTP_2022-10-9	2022-08-31

Revision History

Revision	Description of Revision	Date of Issue
01	First Issue	2022-01-28
02	Second Issue	2022-03-18
03	Third Issue	2022-08-01
04	Forth Issue	2022-11-02

ISC APPLIED SYSTEMS CORP.
290 LABROSSE AVENUE
POINTE-CLAIRE, QC, CANADA, H9R 6R6
TEL: (514) 782-1400

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Scope of Supply

ISC Applied Systems Corp. (ISC) will design, integrate, manufacture, test, supply and support the following as described in ISC's Technical Proposal [Reference Documents - Item# 2].

Scope of Work

This document describes the scope of work that will be performed and delivered:

- Design the product compliant to the ISC Applied Systems Corp. («ISC») Technical Proposal [Reference Documents - Item# 2].
- Provide contract deliverables applicable to the proposed Scope of Supply.
- Deliver product in the quantities specified.
- Execute the work according to a schedule reflecting the major milestones.

1. Quality Program

1.1. General

ISC's Quality Management System described below:

Quality measurement and control of work process will be conducted in accordance with ISC's ISO 9001:2015 Quality Management System

1.2. Qualify the Suppliers

The Quality and Continuous Improvement Manager is responsible to qualify the supplier for project and company needs according to the internal process. Once selected and qualified, the buyer is responsible to document the supplier's ISO 9001:2015 certification. In absence of the certification, a quality evaluation is undertaken to assure their quality performance. Once approved, purchase orders are sent to suppliers and provide a complete statement of work. All documents such as quality plans, reports, suppliers' registrations to a recognized quality program, signed contracts, etc., are documented by the operation manager.

1.3. Quality Audit

Internal Audit

ISC carries out internal audits to determine if its quality management system fulfills ISO-9001:2015 requirements.

Verification is made to ensure processes are well implemented, efficiently maintained, and understood by employees. Each element is audited at least once a year and/or frequency of audits are determined based on the project.

Auditors are chosen by the Quality and Continuous Improvement Manager to ensure the objectivity and impartiality of the audit process.

Nonconformities are reported in ISC's specific database and followed until closure.

External Audit

The Quality and Continuous Improvement Manager behaves as the audited party during an audit by an external firm and/or customer, with help from management members, and other employees if needed.

Once the auditor's report is complete, measures are taken via corrective actions, preventive actions, or continuous improvements in response to raised non-conformance.

2. Project Management

Upon the beginning of the project execution phase, ISC will submit a Project Management Plan (PMP) that will include, among others:

- Project schedule reflecting the major milestones.
- List of project deliverables per phase.
- Summary of the responsibilities of the project stakeholders (Portland, ISC).

This document will support the successful execution and will provide a common point of reference throughout the project. The PMP is a living document and, as such, will be updated as required over the course of the project.

2.1. Project Manager

ISC is a "project-oriented" corporate organization. The Program Manager will appoint a Project Manager who will be responsible and have the authority to manage the Project team to satisfy the project's requirements and schedule.

The Project Manager will be the focal point for communications between Portland and ISC with the responsibility to record all minutes of meetings coordinate internal meetings, teleconferences and process all correspondence. He or she will also be responsible for coordinating contract deliverables and production planning.

2.2. Planning & Control

As already mentioned, ISC will prepare and submit a comprehensive project execution and delivery schedule in coordination with Portland timeline.

The schedule will be maintained throughout the life of the project and if at any time, events occur that will affect the achievement of the key project milestones, Portland will be advised, and a corrective action plan will be provided as required to address and mitigate the delay.

After contract award, ISC will work closely with Portland to optimize and further detail activities and timeline.

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Requirements Management

Project requirements changes are controlled and managed by the Project Manager. The processes described below are used only after both parties have agreed to the Project requirements.

Requirement Changes Requested by ISC

Requirement changes requested by ISC are documented using the Request for Deviation (RFD) or Request for Waiver (RFW) form and submitted to the Project Manager for internal approval. The RFD/RFW is then submitted for review approval.

The customer can reject or accept the request and return the RFD to the Project Manager.

Requirement Changes Requested by Customer

Changes to the requirement requested by Portland are controlled, managed, and approved through the Change to Order process. This process is documented in the ISC Quality Assurance Manual.

Project Document Control

The successful execution of the project will entail the preparation and management of a large volume of documents, including design and as-built drawings, text, manuals, photographs, and reports. Effective control of these documents is essential to the safe, effective, and efficient execution of ISC's scope of work.

All documents associated with this project will be controlled and managed according to ISC's standard Document Revision Control Procedure. Unless otherwise stated, the Project Manager is responsible for controlling and managing documents associated with the project.

2.3. Reporting and Communication Plan

Periodic Project Review

At a periodic rate, an internal project review meeting is scheduled at ISC with all internal stakeholders to review the progress of the project.

Due to the nature and timeline of the project, review status meeting will be scheduled with Portland to review timeline, progress, risks & mitigations, and others as required.

Progress reports will be submitted periodically to Portland, presenting work progress and Project Schedule update.

Periodic Status Report

A summary status report will be distributed to ISC's management. This report will contain, at a minimum, the updated risks list and issues list, a progress evaluation report, and an updated schedule.

Correspondence Control

All commercial documents, design documents, drawings, schedules, reports, etc. will be transmitted in electronic format, to the attention of assigned buyer for internal distribution as required. ISC will establish a correspondence control system for archival, distribution and tracking. All documents will have a correspondence number assigned, and all drawings submittals will include a coversheet listing each drawing number, title, and revision level.

2.4. Risk Management Plan

ISC conducts Risks Management following an internal risk management process. The approach consists of risk identification, risk analysis and prioritization, risk treatment (mitigation plan), risk monitoring and risk documentation.
Using the expertise of the concerned internal resources and problems encountered on past projects, the Project Manager will perform a detailed analysis of each risk and estimate.

Risk having an estimated priority of Critical or High are assigned to individual project members by the Project Manager for development and execution of a risk mitigation plan.

Risks are monitored as a minimum once a month, or when required by the Project Manager based on contractual deliveries.

3. Design and Development

ISC will execute the technology design and development phase of the project in accordance to the PMP and the Quality Plan. The Kick-off between ISC and City of Portland will also include most of the elements. The project will have three phases of design that will be closed submittal by email (or agreed platform) of the package for the phases. . This will permit to assess the progress of the design and adherence to the ISC Technical Proposal.

A package will be submitted prior to each gate.

3.1. Notice to proceed (NTP) or Limited Notice to proceed (LNTP)

Notice to Proceed (NTP), or Limited Notice to Proceed (LNTP), is the time when the work could start.

3.2. Kick-off (KO)

Kick-off (KO) meeting is the presentation for the scope of work and the schedule for the project and could start after the NTP or LNTP.

3.3. Preliminary Design Review (PDR)

PDR package will be sent by email to present the progress made in regard to the concepts and confirm compliance with ISC Technical Proposal.

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3.4. Final Design Review (FDR)

FDR package will be sent by email when detailed design is complete and production drawings are about to be released. The goal is to validate that the design of the systems satisfies ISC Technical Proposal.

3.5. Validation and Verification (V&V)

ISC will prepare and submit to Portland the SQTP that will address the validation and verification (V&V) activities to be carried out to demonstrate compliance of the products supplied with the contractual requirements.

It is expected that Portland will provide to ISC, free of charge and for the duration of the project including the warranty period, equipment under their scope and needed by ISC to test integration with.

3.6. Commissioning

Refer 4 Installation & Cabling – 4.2 Responsibility Matrix – table section 5 “Quality, testing, commissioning ”.

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4. Installation & Cabling

4.1 Abbreviation

R: Responsible; S: Support

4.2 Responsibility Matrix

#	Description	Responsibility			Comments
		ISC	Transitair (TA)	Portland	
1	**Documentation**				
1.1	Updated wiring diagrams & point to point	**R**	–	–	ISC to provide equipment wiring diagram. Any further modifications (red line) are the responsibility of Transitair.
1.2	ISC equipment Checklist (BOM)	**R**	**S**	–	ISC to provide a checklist of equipment document (BOM) to be installed according to type of vehicle.
1.3	Mechanical drawings of ISC equipment	**R**	–	–	To be provided by ISC for the prototype with all interface requirements.
1.4	Design of the installation and the cabling	–	**R**	–	Transitair to provide engineering work as needed for their internal Procedures for the installation and the cabling.
1.5	Removal Procedure	–	**R**	–	Removal procedures to be developed by Transitair, documenting best practice.
1.6	Installation Procedure	**S**	**R**	–	Transitair to create an installation procedure to document cable routing (part of vehicle design).
1.7	ISC system test document	**R**	–	–	Document for system testing procedure provided by ISC.
1.8	Specification documents and qualification documents conformity to EN 50155	**R**	**S**		Data sheet and qualification documentation to be provided by ISC.

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TEL: (514) 782-1400

#	Description	Responsibility			Comments
		ISC	Transitair (TA)	Portland	
2	**Procurement and Material**				
2.1	Enclosures & Brackets	_	**R**	_	To be provided by Transitair including blanks for retrofitting new equipment in.
2.2	Cables	_	**R**	_	To be provided by Transitair.
2.3	ISC equipment including the connector kit for ISC equipment	**R**	_	_	To be provided by ISC.
2.4	All other material including spares	_	**R**	_	Transitair to provide all other material and accessories (e.g. Tie wraps, fasteners, conduits, etc). And to provide a breakdown of the price for the cables, connectors for the installation in the vehicles, accessories and spares.
2.5	Warehouse and kitting	_	**R**	_	Transitair to manage.
3	**Project management**				
3.1	Project Management	_	**R**	_	Transitair ensures the project management: to oversight and to report.
3.2	Progress report	_	**R**	_	Transitair to provide a weekly progress report to ISC.
3.3	Site management (Supervision & Personnel)	_	**R**	**S**	Transitair to supervise the installation, management of personnel, tools, access to facility and train, etc. Portland Authority to support the access to facility and vehicles.
3.4	Environment, Health and Safety	_	**R**	_	Transitair to be responsible for its workforce.
4	**Site operations**				
4.1	Cabling and termination	_	**R**	_	Transitair to be responsible for the Network and power cabling

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TEL: (514) 782-1400

#	Description	Responsibility			Comments
		ISC	Transitair (TA)	Portland	
4.1.1	Test reports	_	**R**	_	Transitair to be responsible for the Network and power cabling - test report.
4.1.2	Report analysis	_	**R**	_	Transitair to be responsible for the Network and power cabling – report analysis.
4.1.3	Problem remedy	_	**R**	_	Transitair to be responsible for the Network and power cabling problem remedy.
4.2	Brackets, and accessories	-	**R**	-	Transitair to be responsible for the Installation and fitting.
4.3	Installation of new equipment	-	**R**	-	Transitair to be responsible for the Installation of ISC equipment, reference to the checklist in Item 1.2 of this document.
4.4	Removal and disposal of obsolete equipment.	-	**R**	**S**	Transitair to remove obsolete equipment. Portland to support Transitair.
4.5	Removal and disposal of obsolete equipment.	-	-	**R**	Portland Authority to be responsible for disposal of removed equipment.
5	**Quality, testing, commissioning**				
5.1	Quality plan	**S**	**R**	-	Transitair to provide the Quality plan.
5.2	On site commissioning first vehicle	**R**	**S**	-	Commissioning of the first vehicle. Run the system test procedure following the documentation as indicated in 1.7 of this document.
5.3	On site commissioning of the remaining vehicles	**S**	**R**	-	Transitair to do the onsite commissioning of the remaining vehicles.
5.4	Remote commissioning support	**R**	**S**	-	Remote support for commissioning of the remaining vehicles.
5.5	Execution of test procedure	**S**	**R**	-	For all the vehicles at the end of the installation run the system test procedure following the

#	Description	Responsibility			Comments
		ISC	Transitair (TA)	Portland	
					documentation as indicated in 1.7 of this document. Any differences between the car's type to be documented - redlined by Transitair.
5.6	Field Report	**S**	**R**	-	Feedback to ISC based on the checklist document to be provided as indicated in 1.7 of this document.
5.7	Acceptance and Sign-off of the Test Procedure	**S**	**S**	**R**	Acceptance and Sign-off of the Test Procedure
5.8	Sign-off of the Field Report	**S**	**S**	**R**	Sign-off of the Field Report.
6	**Warranty Support**				
6.1	On site support	-	**R**	-	Three (3) months.

4.3 Additional information and clarification

Additional information and clarifications are listed below in a form of a Q&A.

1) Summary Information & Scope (Document Provided by ISC)

a. What type of wiring diagram will be provided by ISC? Will the wiring diagram provide all the input and output information for each of the devices? Type of wire, connection type etc.?

Answer: Provided by ISC: Cable types documented in wiring diagram provided for the project (cable type, conductor quantity, as shown during the discussion) , Black Box document will show the nature of the signals and pinouts, connection types.

b. Will ISC provide the drilling templates?

Answer: Layout diagrams are provided and show holes and dimensions, they could be printed with real size features and used as drilling template if needed. Each camera is supplied with a drilling template in its box.

c. Will TA be responsible for selecting and procuring the connectors?

Answer: No, those are provided by ISC as connector kit; so, selection and procurement are already done for the project scope.

d. Final commissioning is now in TA scope?

Answer: ISC to do the commissioning for the first car on the site. The rest shall be TA with ISC remote support using the commissioning procedure.

e. Cable routing drawings, will Transitair supply those?

Answer: The cable routing (part of vehicle design) can be documented by Transitair to help for the install on the next cars of each series and to promote repeatability.

2) Other Items

a. Is all existing equipment being replaced in kind, or is ISC providing equipment that will be new to the car as well?

Answer: ISC provides new equipment. The field survey will note which equipment can be removed prior to installing the new one; it is not expected to be a drop-in replacement as form-factors may differ with existing parts.

b. Is there a specification for this project?

Answer: Yes, the ISC Technical Proposal is the specification for this project; the Customer Specification was set aside to favor a repeat order using ISC equipment installed elsewhere on the fleet.

c. Can existing cables be reused or does all cabling have to be new?

Answer: Current assumption is negative as ISC`s system uses Ethernet throughout for communications. Power wires could be useful, however power consumption would need characterization prior to re-use, it is safer to assume that cables cannot be re-used.

d. Wire Selection & Procurement: Is that TA responsibility? Will the ISC equipment have enough information to enable TA to select wire and connectors etc.?

Answer: Yes, the wire Selection & Procurement is TA responsibility. Yes, ISC equipment have enough information to enable TA to select wires/cables; and connectors are provided with the connector kit.

e. Car Integration engineering:

i. Physical Installation - TA Responsibility

Answer: Yes.

ii. Electrical Integration – such as do the circuit breakers need upgrade due to new equipment etc., whose responsibility?

Answer: Yes, TA responsibility. ISC provides the black box document which includes power requirements and in-rush for breaker sizing.

iii. Functional Integration: As an example, does the system integrate with the Event recorder etc.? Who is responsible for such integration.

Answer: Functional integration shall be performed by ISC prior to the delivery of the parts, for interfaces that are relevant (e.g.: door summary signal, odometer pulses, etc.). The system does not report to a centralized diagnostic system and does not link directly to the E.R. A software integration (for which ISC is responsible) is planned with the wireless module of the railcar, however the link is only Ethernet for installation considerations.

4.4 Exclusions

Adequacy of Available Power, Circuit Breakers, etc

ISC vendor will as a part of its installation verify that the existing circuit breakers are rated for the equipment being installed by ISC vendor, based on the connection diagram provided by ISC. Not included in our proposal are costs associated with upgrading the power, circuit breakers, relays,

and similarly existing electrical / mechanical equipment in the vehicles. These upgrades if required will be priced separately.

Stanchion Modifications

The quote does not include any provision of stanchion removal, modification, procurement, and installation. We believe that some may need to be modified or replaced to accommodate the new equipment.

Refurbishment of areas where existing equipment is removed

In instances where existing equipment is removed and no new equipment is provided to replace it, not included in ISC vendor's work scope is replacement of existing panels, etc or repairs in those areas.

5. Commissioning and Integration Test

ISC to perform commissioning and integration test for 3 days at Portland facility.

5. Training

5.1. Training Manuals

N/A

5.2. Training Program

N/A

6. RAMS

N/A

COMMERCIAL PROPOSAL

PROJECT - C2162 - City of Portland, Portland Streetcar

CCTV & PIS & Displays

ISC APPLIED SYSTEMS CORP.
290 LABROSSE AVENUE
POINTE-CLAIRE, QC, CANADA, H9R 6R6
TEL: (514) 782-1400

December 5, 2022

VIA EMAIL: dan.bower@portlandstreetcar.org

Dan Bower
Executive Director
Portland Streetcar, Inc

Subject: Proposal Submittal for: CCTV & PIS – Portland Streetcar Upgrade Rev. 05

Dear Mr. Bower,

We would like to thank you for the opportunity to offer the attached updated Commercial Proposal (CP) for the Portland Streetcar CCTV, PIS & Displays and Installation.

As discussed, this revision of our offer proposes an amendment to contract #30008221 (PO 22315639) to extend the scope of the corresponding Limited Notice to Proceed to include the full scope for the design, development and supply of CCTV, PIS and Displays product set for 16 streetcars as well as the supply of cabling, installation, and testing of each streetcar.

ISC is offering a high value solution to Portland, and we look forward to the opportunity to review our proposal with you. We remain committed to work with Portland through our values of innovation, collaboration, and pride.

In closing and on behalf of the employees, I look forward to finalizing the contract and delivering the CCTV, PIS & Displays Systems to City of Portland, Portland Streetcar.

Best regards,

Lisa Sanderson

Lisa Sanderson
Business Development
ISC Applied Systems Corp.

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290 LABROSSE AVENUE
POINTE-CLAIRE, QC, CANADA, H9R 6R6
TEL: (514) 782-1400

1. Key Differencing Factors

ISC's proposed solution has the following key differencing factors that we believe will be the upmost value to Portland:

- ISC is the supplier for the communication systems for the new Brookville/ City of Portland, Portland Streetcar.
- ISC's ability and experience in providing a solution to connect to the Genetec VMS infrastructure.
- ISC has a North American based development team and offices in Canada and USA.
- ISC has secured the services of an install partner with expertise and experience in performing similar work for the Portland I-III Light Rail Vehicle modernization program.

2. Reference Documentation

As part of this offer, ISC is pleased to provide to City of Portland, Portland Streetcar the following documentation in attachment for review:

Item #	Document	Reference Name	Date	Exhibit
1.	Technical Proposal ISC	ISC2162_Technical_Proposal_Portland_20220304	2022-03-04	
2.	Scope of Work	ISC2162-PortlandStreetcars - Scope of Work-R04 (including "Installation and Cabling")	2022-11-02	
3.	Commercial Proposal Terms and Conditions	SP402-03 - Standard Terms and Conditions of Sale – FFP	2022-01-27	
4.	LNTP (Limited Notice to proceed) rev 3	ISC2162-R03 PortlandStreetcars - LNTP_2022-10-9	2022-08-31	

3. Scope

As discussed with City of Portland, Portland Streetcar, this offer addresses the scope of supply of product and capabilities described in **"ISC2162_Technical_Proposal_Portland_20220304" [Reference Documentation – Item# 1].**

The services and other deliverables included in our offer are described in the Scope of Work: **[Reference Documentation – Item# 2].**

The scope of supply for the cabling, installation and testing of the streetcars are described in **[Reference Documentation – Item# 2] – new section "Installation and Cabling".**

Important: Changes, clarification, and updates to the reference documentation is subject to revision from ISC and may impact the timeline, schedule, scope and pricing.

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Training and Wayside functionality and server are not included in scope of this offer.

4. Pricing

The below price is for 16 trains sets as per "Scope" section 3.

Description	Non Recuring Costs	Material Costs	Total
Contract LNTP ([Reference Documentation – Item# 0])	$321,352.85	$672,574.40	$993,927.25
Remained of Contract	$173,036.15	$1,150,733.60	$1,323,769.75
Subtotal	**$494,389.00**	**$1,823,308.00**	**$2,317,697.00**
Install			$1,480,876.00
Total Contract			**$3,798,573.00**
Per Vehicle Including Installation (for 16 vehicles)			**$237,410.78**
Project Contingency			**$100,000.00**

5. Terms & Conditions of the offer

ISC Standard Terms and Condition of Sale per attached with additions as indicated below:

1) Pricing provided is quoted in USD currency.
2) Validity – offer is valid until February 28th, 2023.
3) Purchase order (PO) to be received no later than NTP + 15 calendar days.
4) Material shipment: Ready to ship material must be arranged to be pick up within 10 Business Days
5) ISC pricing includes the price for one ISC Engineer to perform one Session Field Commissioning for the first vehicle for maximum 3 days.
6) 5 wayside connections are included with this offer.
7) Invoicing milestones are as follows:

Non-Recurring Costs - NRE – Invoicing schedule (per scope of work)	Material Costs - BOM – Invoicing schedule – (per project schedule)	Installation – Invoicing schedule – (per project schedule)
• NTP of LNTP 20% • Kickoff (KO) 30% • Preliminary 15% • Final Design Review (FDR) – (a) * 25% • Factory Acceptance Test (FAT) – (a) *10%.	• ISC Material Order – (b) * 40% as per [Reference Documentation – Item# 0]. • ISC Material Ready to ship – (b) * 60%. *The lead time for the material may be at least 24 weeks after receiving the PO.*	• PO Reception 30% • Remainder (70%) split per vehicle commissioned

Note: Payment milestones must be respected for ISC work to continue and schedule to be maintained.

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Important Notes:

Different protocols used by the different Streetcars are not included in this offer. It is assumed that MDS data is the same as Tacoma project. Completely new protocol to support, is subject to revision from ISC and may impact the timeline, schedule, scope and pricing.

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6. Invoicing

Below is an estimated schedule of Invoicing based on Milestones and Material deliveries. Invoices will be reflective of the below lines:

#	Invoicing Lines	Date	Amount USD
1	LNTP NRE	November 23, 2022	$98,877.80
2	Kick Off NRE	December 16, 2022	$148,316.70
3	PDR NRE	February 16, 2023	$74,158.35
4	Material Order	Nov to Dec 2022	$672,574.40
5	FDR NRE	May 15, 2023	$123,597.25
6	FAT NRE	June 1, 2023	$49,438.90
7	Material ready to be shipped	Jan 2023 to June 2023	$1,150,733.60
8	Installation	Jan 2023 Invoiced equally per vehicle at commissioning for each vehicle	$444,262.97 $1,036,613.59
TOTAL			**$3,798,573.00**