

Allen County Regional Transit Authority

**Request for Proposal:
Paratransit Scheduling Dispatching Software
AVL/MDC Hardware**

October 03, 2008

**Proposal Due Date:
November 12, 2008**

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Allen County Regional Transit Authority
Request for Proposal:
Paratransit Scheduling and Dispatching Software

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BIDDERS CHECKLIST

DOCUMENTS REQUIRING SIGNATURES AND/OR SUBMITTAL WITH PROPOSAL

- _____ **BONDS (pg. 45 & 46)**
- _____ **NON-COLLUSION FORM (pg. 50)**
- _____ **DBE ASSURANCE (pg. 54)**
- _____ **LETTER OF INTENT FOR DBE (pg. 55)**
- _____ **BUY AMERICA (pg. 62)**
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- _____ **LOBBYIST CERTIFICATE (pg. 66)**
- _____ **CERTIFICATE REGARDING DELINQUENT TAXES (pg. 69)**
- _____ **DMA (pg. 74 & 75)**
- _____ **NOTE FOR REJECTION (pg. 76)**

**NOTICE TO TRANSPORTATION SOFTWARE VENDORS
REQUEST FOR PROPOSALS FOR PROVISION OF
PARATRANSIT SCHEDULING AND DISPATCHING SOFTWARE SYSTEM**

The Allen County RTA is seeking competitive proposals for paratransit scheduling and dispatching software, fixed route schedule adherence software, AVL/MDC hardware, and business intelligence tools.

The deadline for receipt of proposals is November 12, 2008 at the location listed below. One original signature copy and five (5) copies of the vendor's Technical and Cost Proposal should be submitted in a sealed envelope/package labeled "Scheduling and Dispatching Software System" and sent to:

Mr. Tom Metzger, Procurement Director
Allen County RTA
200 E. High St.
Lima, OH 45801

All respondents are notified that disadvantaged and women owned enterprises are encouraged to submit responses to this request. Allen County RTA will ensure that respondents to this request will not be discriminated against based on sex, race, color, creed or national origin in consideration of an award.

This project is funded, in part, by Federal funds through the Federal Transit Administration (FTA) along with state and local funds. Allen County RTA retains the right to reject any or all proposals, and to withdraw this solicitation at any time.

Allen County RTA is an equal opportunity employer.

Tom Metzger
Maintenance and Procurement Director

Instructions to Vendors

1.1 Definitions

Agency: Allen County Regional Transit Authority (ACRTA)

Authorized Signee: The person who is executing this contract on behalf of the bidder/contractor and who is authorized to bind the bidder/contractor.

AVL: Automated Vehicle Locator

Contract: The legally binding agreement between ACRTA and the successful proposer (Contractor) to perform the services described in this RFP.

Contracting Officer: Mr. Tom Metzger, Maintenance and Procurement Director, ACRTA

Contractor: The successful bidder who is awarded a contract for providing all labor and materials described in the contract documents.

FTA: The Federal Transit Administration.

MPO: Metropolitan Planning Organization.

ODOT: The Ohio Department of Transportation.

PCA: Personal Care Attendant.

RDBMS: Relational Database Management System

Procuring Agency: Allen County RTA

Proposal and Offer: The price and services offered by the Respondent in response to this RFP.

Respondent/Proposer/Vendor: The offerer or vendor responding to this RFP.

Request for Proposal (RFP): A solicitation, through competitive means, of a formal sealed proposal.

Supplier: Any manufacturer, company or agency providing units, components or sub-assemblies for inclusion in the product or service to be supplied.

Work: Any and all labor, supervision, services, material, machinery, equipment, tools, supplies and facilities called for by the contract and necessary to the completion thereof.

1.2 Communications

Communications in connection with this contract shall be in writing only and shall be limited during the period of advertisement to the formal submission of questions. All such written questions shall be delivered by regular, registered, certified, or express mail or electronic mail (e-mail) addressed to the Maintenance and Procurement Director of ACRTA. **Telephone calls and other informal communications will not be permitted during the advertisement period in order to ensure fair competition among prospective vendors.**

1.3 Submission Instructions

1.3.1 Quantity

The proposer shall submit one original signature copy and Five (5) copies of the vendor's Technical and Cost Proposal.

1.3.2 Due Date

In order to be considered, proposals must be received at the offices of the Allen County Regional Transit Authority by **4:00pm (EDT) on November 12, 2008**. Failure of the U.S. Postal Service, or other delivery service, to deliver proposal packages on time shall result in the proposal not being opened or considered. Proposals should be clearly marked "PARATRANSIT SCHEDULING AND DISPATCHING SOFTWARE SYSTEM" and be delivered to:

Tom Metzger
Maintenance and Procurement Director
Allen County RTA
200. E. High St.
Lima, OH 45801
Tel: (419) 222-5745
Email: tom@acrta.com

1.3.3 Proprietary Information

Any information contained in the proposal that the proposer considers proprietary must be clearly identified as such. ACRTA will respect requests for non-disclosure of proprietary information to the extent that information so restricted conforms to the Freedom of Information Act and the Ohio Revised Code.

1.3.4 Forms

Section 6.0 of this solicitation contains certain forms that are mandatory in the proposal process. These forms must be executed and submitted in their exact format in order for

the proposal to be considered responsive. Precise computer reproductions to expedite the proposal preparation process are acceptable.

1.4 Questions Concerning the Project

1.4.1 Verbal and Written Questions

Prospective proposers are encouraged to submit substantive questions, comments and concerns **in writing** if they desire additional information on the project. ACRTA will only accept questions via regular, registered, certified, or express mail or electronic mail (e-mail) in order to ensure fairness in the provision of project information among all prospective vendors. Questions received no later than 4:00 P.M., EDT on October 24, 2008 will be answered in writing and distributed to all vendors on the RFP distribution list via e-mail. Questions should be addressed to Tom Metzger, Procurement Director, at tom@acrta.com or to the address listed in paragraph 1.3.2 (Due Date).

1.5 On-Site Interviews

ACRTA reserves the right to and will likely conduct on-site interviews with one or more of the top ranked proposers as part of the vendor evaluation and selection process. ACRTA further reserves the right to request demonstrations of any software product or technology contained in the proposer's offer, and to request the proposer to demonstrate the capabilities of its software. Presentations will be reviewed in accordance with the functional reporting requirements stated in sections 2.14.1 through 3.4.2.

1.6 Proposal Format

1.6.1 General

The Scope of Services describes, from a functional standpoint, elements of the software system that would aid ACRTA in its daily mission of providing quality paratransit service in an economical manner. It is our intent to provide proposers the opportunity to offer proven software products with little customization so as to meet our strict implementation schedule.

ACRTA may not have addressed all functional elements of a particular vendor's software product. Such omissions are not intended to mean that ACRTA does not desire to have that functional element as part of the software system to be purchased under this procurement. A full-featured, functionally diverse software package is required.

All submitted proposals must adhere to the following guidelines:

1. Include a Letter of Transmittal signed by the person(s) with the authority to bind the offerer, to answer questions, or to provide clarification concerning submitted proposals;
2. Be typed (minimum font size:12) on 8 1/2" by 11" paper (not digital, not faxed);
3. Include one (1) original and Five (5) complete copies;
4. Address, completely and accurately, the specifications and submission requirements found in this RFP;
5. Include completed accurately filled-in forms contained in this RFP
6. Be mailed to the following address in packages clearly marked: "Paratransit Scheduling and Routing Software System."

Mr. Tom Metzger, Maintenance and Procurement Director
Allen County RTA
200 E. High St.
Lima, OH 45801

7. Be received at the designated place by the date and time specified in Section 1.3.2.

1.6.2 Submission of Supplemental Material

Proposers will be permitted to submit any additional information they consider relevant to the project scope of work and the project at hand. Such supplemental materials, if submitted, should be in addition to the proposal, not contained in the proposal itself.

1.6.3 Minimum Requirements – Proposal Construction

At a minimum, each proposal should contain the following elements:

- ***Understanding of the Project*** - Based on information contained in this RFP, as well as information obtained in subsequent addenda, responses to questions submitted by vendors, and other materials available from the ACRTA, the proposer shall indicate, in written narrative, how the proposed software will facilitate the system's goals for providing cost efficient, customer responsive, demand response transportation to the general public and clients participating in human service programs operated by various agencies in the Allen County, Ohio service area. Proposers shall demonstrate a thorough understanding of FTA requirements as well as those of other major client transportation programs, such as Job and Family Services (i.e. Ohio Works First, Medicaid, etc), Area Agencies on Aging (i.e. Title III of the Older Americans Act) and MR/DD. Proposers

should indicate how their software system could work to improve the transit system's handling of various tasks associated with paratransit service delivery.

- ***Software System Description*** – Proposers shall fully describe the software scheduling system being offered as part of this submission. Capabilities and features should be described in the context of the application to the provision of demand responsive transportation to the general public and to the many funding partners of the Allen County RTA. Benefits gained from installing and using the vendor's product should be described in full. Proposers must list all software components or modules necessary to fully implement the project, including third party software necessary to complete the total installation (*e.g.*, report generation software, RDBMS, back-up software, remote access software, etc.).
- ***AVL/MDC Hardware Description*** - Proposers shall fully describe the hardware being offered as part of this submission. Capabilities and features should be described in the context of the application to the provision of demand responsive transportation to the general public and to the many funding partners of the Allen County RTA. Benefits gained from installing and using the vendor's product should be described in full. Proposers must list all hardware/software components or modules necessary to fully implement the project, including third party systems necessary to complete the total installation.
- ***Implementation Plan*** – Proposers shall fully describe the proposed implementation plan, detailing all major milestones in the process. A proposed timeframe from notice-to-proceed through “go-live” should be developed as an integral part of this proposal.
- ***Quality Assurance Plan*** – Proposers shall describe in detail their management strategies for overall quality assurance in the installation, start-up, and operation of the scheduling and dispatching system software. At a minimum, proposers should address:
 - ***Project Management and Staffing*** – Describe the proposed individuals and team approach used to successfully communicate with ACRTA management staff throughout the project. If contractors are used for any part of the installation, customization, or maintenance of the proposed software system, this element of your overall approach must be identified here.
 - ***Quality Control*** – Describe steps and techniques employed by the proposer to ensure the integrity of databases (*e.g.*, street networks, client databases, etc.) that may be required to be imported and/or converted for use in the proposed scheduling system.
 - ***Maintenance, Support, and Upgrades*** – Describe the proposer's network of technical support during the project, focusing both on the critical initial implementation period as well as long-term operation. Describe procedures for rendering support, including the availability of technicians

to provide on-site repairs and ability to remotely access, diagnose, and make necessary repairs. Technical support policies and pricing must be explained in detail. Proposers shall also describe their most recent three-year history in terms of system upgrades offered and pricing. Future system upgrade policies must be described and will be a factor in the award.

- *Long-Term Maintenance and Support* – ACRTA relies heavily on its database to provide transportation services and cannot tolerate deficiencies in the selected software and hardware. Technical support for program issues faced after initial installation should be addressed. Items to be included are, but are not limited to, response time, hours technical support is available, length of time for correction, etc.
- *Training* – Proposers shall provide a detailed schedule and course outline for the necessary training of the designated individuals on the proposed software and hardware. Vendors should assume that up to Six (6) system individuals will participate in software training. This section of the proposal should identify the training course content, the number of courses required, and type of training (classroom, hands-on, etc.) that will be provided, the length of the training session, etc. Proposers should indicate when the training should be provided in the context of the overall implementation time schedule provided above. Qualifications of the staff providing the training should be listed.
- *Experience* – Proposers shall provide a corporate profile indicating their qualifications to provide the required software and support necessary to achieve objectives for the project. Proposers must submit a list of other transit systems where the proposed software application(s) have been installed. A separate list of the proposer’s last Five (5) installations (United States and Canada), along with a project contact, address, telephone number, facsimile number, and e-mail address must be provided. Proposer must list all Ohio transit systems that are using proposer’s software.
- *Required Forms and Certifications* – The proposer must indicate its compliance with certain Federal and state executive orders, laws, statutes, and regulations to be considered for award:

See Section 6 for Requirements

1.6.3.1 Cost Factors Used in Proposal Evaluation

Allen County RTA is requesting that proposers identify the following items as part of their base cost proposal. Each item must be listed separately:

- *Software Purchase Costs* – The cost of the software and the appropriate number of user licenses offered in the price must be stated by the proposer. It is the responsibility of the proposer to understand ACRTA operations in sufficient detail to determine the number of user licenses required to run the scheduling system in our environment.
- *Services* – All costs associated with the full implementation of the system. Supplemental costs associated with user assessment, installation, database conversion, etc., must be detailed if separate and not included in the software price above. Price proposals must breakdown labor and travel costs. The ACRTA reserves the right to negotiate per diem costs consistent with Federal Transit Administration’s (FTA), the Ohio Department of Transportation (ODOT), and local prevailing rates for lodging, subsistence, etc. in the Allen County / Lima, OH service area.
- *Data Acquisition and Conversion Costs* – If the proposer must acquire databases, street maps, or other items necessary to support installation, these costs should be identified here.
- *Related Third Party Software Costs* – All other software necessary to operate the scheduling system or to support maintenance of the system recommended by the vendor should be identified. All such products should be purchased by the proposer and licensed to the transit system.
- *Training Costs* – If training costs are not included in the software purchase or licensing costs, proposals must identify the labor, materials, and travel costs associated with all required training.
- *Five-Year Maintenance and Support* – One year maintenance and technical support price shall be included.
- *Other Costs* – Any other costs not identified above that are integral to the implementation of the proposed scheduling system should be identified.

THE ABOVE LISTED ITEMS SHALL BE CONSIDERED IN EVALUATION OF THE PROPOSER’S COST FOR THE PROJECT.

1.6.3.2 Other Project Costs. In addition to the other costs identified above, proposer should identify the following anticipated project costs that will be considered in the cost evaluation process:

- *Hardware Costs* – Proposers are responsible for evaluating ACRTA’s existing hardware computing environment to determine compatibility with the hardware requirements necessary to operate the proposed paratransit scheduling system software. If hardware acquisition is recommended, the

proposer should provide a full breakdown of hardware requirements and costs. Servers should be identified separately from workstations.

- *Other Costs* – Any other cost not identified above should be identified and indicated by the vendor.

1.7 Disadvantaged Business Enterprise (DBE)

Please identify any participation in the project by disadvantaged business enterprises. DBEs shall be given maximum opportunity to participate in contracting opportunities arising from this solicitation. Documentation demonstrating outreach efforts must be included in the proposer's response package. **See certificate and requirements on pgs. 54-55.**

1.8 Contract

1.8.1 Award of Contract

ACRTA anticipates award of a contract within thirty (30) days after receipt of proposals.

1.9 Evaluation Methodology

1.9.1 Evaluation Criteria

Proposals for this project shall be evaluated by a committee using the following rank-ordered criteria with their respective weights:

- Capability of the Proposed Solution to Meet ACRTA Needs – 40%
- Experience and Installation Base of the Proposer – 30%
- Technical Support – 20%
- Cost – 10%

1.10 Procurement Schedule

1.10.1 Procurement Schedule

Advertisement of Request for Proposals	October 03, 2008
Deadline for Submission of Questions	October 24, 2008
Issuance of Response to Questions/Addenda	October 31, 2008
Proposals Due	November 12, 2008
Proposal Evaluation	November 14, 2008
Interviews and Demonstrations (if necessary)	November 17-18, 2008
Final Proposal Evaluation	November 19, 2008
Contract Award	November 28, 2008

2.0 Project Background

2.1 Overview of the Transit System

The Allen County Regional transit Authority is a public transit system servicing the Greater Lima / Allen County Ohio area. The ACRTA operates a fixed route system along with paratransit service. The ACRTA became an Authority in 1976 and has provided un-interrupted service since.

2.2 Service Area

The ACRTA provides service throughout the City of Lima and Allen County Ohio. The service area is approximately 400 square miles serving an estimated population of 106,000 residents. The proposed software must be capable of expansion to allow for growth of the ACRTA system outside the boundaries of Allen County.

(See Attachment #1)

2.3 Fares and Contract Rate Structure

The ACRTA rate structure is a cash/ticket/monthly pass system. Rate structure is based upon the type of service being provided for the passenger. The proposed software must be capable of expansion to allow for fare rate changes and new service rates.

(See Attachment #1 for existing fare structure.)

2.4 Hours and Days of Service

ACRTA currently operates 12-hours per day. Service begins at 6:00 A.M. (earliest a trip pick up can be scheduled) and the last pick up can be scheduled for 6:00 PM. Service operates Monday through Friday, except for major holidays. Major holidays include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. *(For holidays that fall on a weekend, the holiday will be observed on the nationally recognized date for that specific holiday).*

It must be noted that the ACRTA may expand service hours in the future to include longer evening hours, Saturday hours, or Sunday hours.

Exhibit 2. Hours and Days of Operation

Days	Hours
Monday – Friday	0600 – 1800
Saturday	No Service
Sunday	No Service

2.5 Capacity Constraints

ACRTA is committed to assuring that all of its services comply with the Americans with Disabilities Act (ADA). All fleet vehicles are fully accessible for passengers with mobility issues.

ACRTA generally does not practice or enforce any policy that materially restricts consumer access to the system; however, some policies are of note.

2.6 Vehicle Inventory

(2) 1993 Gillig 30' x 96" (Unit #'s 32 and 34)

(5) 1998 Gillig 30' x 96" (Unit #'s 36-40)

(1) 2006 Bluebird 30' Lo Floor (Unit # 41)

(6) Paratransit Conversion Vans (1998-2009)

(2) Tesco Cutaways (2009)

(1) 2009 Gillig 30 Lo Floor

(2) 2009 35' Gillig Lo Floor

3.0 Technical Specifications

3.1 General Overview

The ACRTA seeks to improve the efficiency and effectiveness of its transportation services consistent with the objectives established in Section 2.14.

3.2 Paratransit Scheduling and Dispatching Software

3.2.1 Service Area

GIS and mapping functions shall be provided as part of the software system proposed by the vendor. At a minimum, the service area maps shall encompass Allen County, OH. Additional maps for the contiguous counties may be necessary for the out of county medical transportation. However, it may be possible, given the software capabilities, to manually schedule out of county trips without the use of GIS. Additional maps shall be provided, at additional cost, to ensure that all geographic locations served by ACRTA are included. This area will encompass most of central Ohio.

ACRTA considers mapping capabilities and the dispatcher's abilities to identify approximate current locations, based on last known point in the schedule, essential.

ACRTA requires that the service area boundary be readily identifiable and graphic or query function must be present to determine if requested trip origins and destinations are within the service area.

3.2.2 GIS Functionality.

The software must incorporate GIS capabilities and allow user access to the service area through a map view. The GIS map view must be capable of displaying individual routes or runs, and/or bus stops; specific street address; or other specified user-defined physical features.

In addition to providing support to the software's primary scheduling and customer information functions, the GIS functionality of the proposed software must support other GIS analyses. ACRTA desires that the software be capable of:

- printing/producing camera ready printed output
- providing geographically based query functions

System shall be capable of importing and exporting data and graphic images from and to other software platforms. If the software is limited to basic mapping functions, then data

shall be exportable to a standard GIS software format (ArcView) thus enabling external GIS analyses. System shall be capable of printing maps to a wide range of printers/plotter devices.

3.2.3 Map Features and Attributes

Access to maps shall be seamless from within the scheduling software (e.g., user shall be able to generate needed maps with single mouse click or menu selection).

Base maps shall contain current attributes on street segments, addressing, speed limits, etc. Vendor shall be responsible for supplying a fully up-to-date map complete with all attributes necessary for point-to-point scheduling using coordinate geography (not zones). Street network shall permit definition of segment characteristics, such as speed limits, one-way direction, etc. Vendor shall outline in its proposal how ACRTA should expect to receive updates on maps.

As noted in Section 2 of the RFP and attachment #1, ACRTA defines various fares. GIS functionality shall include ability to define service-based fares, such as set fares, zone fares, contract fares, varying fares, etc. This functionality is in addition to consideration of client codes such as elderly, disabled, child, etc.

System shall be capable of defining and displaying point files, indicating system time-points, major intersections, possible future major transfer points, and major destinations of travel, or other points of interest.

3.2.4 Geocoding

Service area map shall contain definitions of street segment name and address ranges. System shall have full geocoding capability allowing ACRTA to enter an address and locate the address on the map. System shall be capable of handling various abbreviations and spellings of names (e.g., St. for Street, etc) in the geocoding process. System shall permit manual assignment of x- and y- coordinates in the event an address cannot be geocoded based on existing map address range attributes.

Systems shall have the capability of allowing user to calculate distance between points or along a specified portion of the street or route network.

3.2.5 Client Database

Client database shall be capable of providing a full range of data elements for each client in the system. Information shall include full identification (including social security number (as needed)), birth date, address, contact, third party/emergency contacts, disability status, mobility aides used, program affiliation, and third party contract payee options.

System shall be capable of producing reports based upon client, sponsoring agency, transportation provider, origins or destinations, cities, or zip code.

3.2.6 Trip Reservations

System shall permit trip booking while ACRTA personnel are on the telephone with the client/customer. System must be capable of processing both subscription (standing-order) and demand response trips in this manner. System shall be capable of processing same day trip orders.

System shall permit ACRTA staff to access client records by entering client last name, telephone number, address, or other identification. Current protocols involve booking trips using client last name. However, due to common proper names, additional details must be available to the user in order to distinguish between customers with the same first and last name.

Pop-up windows or list boxes shall be used to display lists of clients for easy access and selection. Once selected, pertinent data from the client database file shall be accessible to the reservation clerk, either through on-screen display or pop-up window.

System shall default to the client's home address as the pick-up location. System shall provide ability to enter alternative addresses through keystroke entry or through use of list boxes of alternative pick-up addresses associated with that client (*e.g.*, common travel destinations of that customer).

System shall be capable of displaying, through pop-up window, list box, or similar alternative, a list of most frequent client travel destinations and/or recent destinations of travel for easy insertion into the destination field. User should be able to select destination from these fields and populate trip destination fields through this selection process.

Systems shall be capable of incorporating a user-specified policy on pick-up time negotiation with the client. System must be capable of incorporating multiple policies.

System shall be capable of accepting trip reservations for a period of at least up to 365 days in advance of the requested trip date. Most trips entered will only be up to 30-45 days in advance.

System shall be capable of accepting standing orders.

System shall be capable of setting finite limits on the length of subscription orders.

System shall be capable of scheduling both go and return trips with ease. The current system allows the user to input the go trip, click on a "return trip" button to then enter only the time of pick up for the return trip. All information on the client's origin and destination are reversed for the return trip. This process saves the user time in re-entering addresses for each trip.

System shall provide means for ACRTA customer service representatives to easily and quickly access existing trip reservations for the client in order to edit travel destination, trip dates, and/or travel times.

System shall permit cancellation of any trip in the system in advance consistent with ACTRA policies on trip cancellations. System shall maintain a cancellation record, by client, to facilitate management of cancellation policies.

System shall be capable of temporarily suspending a client's eligibility for service on transit vehicles. System shall permit entry of both a start date and end date of the time period when the client's ridership privileges are suspended. During this period, system shall not permit trip booking, providing a pop-up alarm for the customer service representative.

System, at the conclusion of trip booking, shall provide a confirmation of the booking with fare(s), if applicable, to be paid by the user(s), or companion.

3.2.7 Scheduling

System shall be capable of scheduling, in batch mode on a next-day basis, or as trips are added (up to one-hour prior to requested pick-up time) all reservations for a designated travel day. Scheduling shall be based on the actual street network in the ACRTA service area (e.g., actual x- and y- coordinates, not zones), parameters associated with network segments as established in the GIS system, physical barriers, speed parameters, time of day, and appropriate dwell times for the boarding and alighting of passengers.

System shall permit the establishment of base runs or subscription templates based on existing standing orders. System shall be capable of evaluating base runs in order to optimize run in terms of least distance and travel time, based on network factors.

System shall permit trips to be placed in the system schedule but remain unassigned to a specific run. This can be accomplished through a manual setting of the trip to "unassigned" or "will-call" category or similar means.

System shall be capable of taking trip orders on a same day basis and dynamically scheduling the trip into existing schedules. System shall consider existing path of route travel, existing customer assigned trips, system policies on travel and pick up time windows in making the scheduling assignment. If system is capable of producing multiple solutions to the trip assignment, priorities, expressed on some type of score or other method, shall show the best possible choice of assignment.

System shall be capable of producing schedules, by run, in chronological order, indicating projected arrival time of ACRTA vehicles at each origin and destination.

Once generated, system shall be able to display all schedules for all runs on a given day. Display shall contain all pertinent run data and contain necessary menu and edit tools to

provide manual adjustments, as necessary, to the scheduled runs.

System shall have internal validation controls to ensure that schedules do not violate schedule and work rules.

System should be capable of generating or identifying trips that violate system parameters so that staff can attempt to remedy the violation.

System shall provide the capability of ACRTA scheduling staff to manually move trips after schedule development.

In assigning passengers to vehicles and/or vehicles to system runs, system shall be capable of recognizing the need for accessible vehicles, vehicle capacity, etc. in making said assignments.

System shall be capable of adding trips to a previously generated schedule or re-assigning trips from one run to another in dynamic fashion. The system shall be capable of dynamically updating the remaining scheduled pick-ups and drop-offs on the run's schedule.

System shall be capable of evaluating individual trip parameters and select runs that best satisfy the requirements of the reservation and maintaining the integrity of existing reservations on the same run. If system generates a range of alternatives, system shall present alternatives in rank order with the highest ranked alternative indicating the "best" selection.

The system shall be capable of updating the schedules of all other impacted trips after the system updates a trip so all previously scheduled trips must remain on time, not violate travel time rules, etc.

If the system cannot schedule all orders for the day of travel being scheduled, then the system shall be capable of displaying all such trips in its own dataset so that staff may consider manual overrides to the schedule and/or assignment of the trip.

3.2.8 Dispatching

System shall be capable of allowing dispatchers to process cancellations (cancellations received prior to system policy time), no show/late calls (cancellations received after the system policy time) and no-shows. System shall maintain a cancellation record and a no show record, by client, to facilitate management of cancellation and no show policies.

System shall be capable of automatically displaying to the dispatcher/scheduler cancellations, same day reservations, and will-call return trips waiting for vehicle assignment (*e.g.*, trips reservations made but not yet assigned/scheduled).

System shall be capable of identifying runs when a vehicle is pulled from service due to an emergency or vehicle breakdown. Dispatcher shall have the capability to dynamically

re-schedule all trips impacted by this service emergency.

3.2.9 Reports

Software shall be capable of generating a range of management and service reports necessary to permit sufficient oversight of the paratransit service.

Please describe your systems standard reporting capabilities. It is desired that all standard reports can be imported and exported from the system. Please describe this functionality.

The system must provide tools and wizards that allow users to easily create, edit, and save reports. Please describe your systems report generation capabilities.

The system must interface with the reporting requirements of the National Transportation Database.

The system must provide the capability for our Information Technology staff to create custom reports utilizing an industry-standard reporting product. Please explain how this requirement can be met. ACRTA also requires the system to integrate into an ODBC-compliant database which provides additional third party tools to access the database to query and view the database tables and the database model.

The proposed system shall be a client/server application based on an ODBC compliant relational database engine with the potential for import/export to a other systems. The client platform shall be Windows, 32-bit design, incorporating a common graphical interface. **DOS based applications will not be evaluated. Solutions with proprietary databases and/or middleware are not preferred.** The system must provide tools and utilities to import and export data from its database to other databases and systems. Please describe your systems capability to import and export data into other systems and formats.

System shall be capable of permitting the user to create, format, and print user-defined reports based on any data element contained in the database.

3.3 AVL/MDC Hardware Specifications

3.3.1 Wireless Data Network

The wireless network to be used will be a public cellular data network, which could include 1xRTT, GPRS, or iDEN networks.

Wireless Gateway software will be provided that will have the following functionality:

- Support a minimum of 8 wireless network communication channels, allowing for the simultaneous use of different types of wireless networks should the need arise.

- Support multiple, simultaneous, Host-end communication channels, allowing multiple Host software applications (e.g. Paratransit software and Fixed Route software), to communicate to the in-vehicle hardware.
- Diagnostic features available via remote connection for on going system maintenance and troubleshooting support.
- Can provide confirmation of message delivery to in-vehicle hardware.
- Ability to queue data messages and re-send automatically if no acknowledgment is received
- For private radio networks, the Wireless Gateway will provide a radio system-testing module for system “auto exercise” and coverage testing.
- Will perform on-line real time diagnostic information and reports maintenance functions
- Reporting capability for Message Transmission Performance (success and volume), Vehicles on the System, Data Logs, and System Errors
- Able to display system events in user-configurable colors based on type: information, minor alarm, and major alarm
- Displays connection status to Host-end software
- Displays wireless network connection status
- Stores and maintains all transaction data on a database
- User Documentation to be supplied for Wireless Gateway in electronic format

3.3.2 Over The Air Programming

The Vendor will provide software that can perform over-the-air remote programming and software updates of the in-vehicle MDT device(s).

The over-the-air programming software will have the following functionality:

The software and firmware (operating system) of the in-vehicle MDT must be updateable over a cellular.

Wireless networks that must be supported include:

- GPRS
- 1xRTT
- iDEN
- CDPD
- 802.11 WiFi

The software update function must allow files to be transferred over the wireless network and be automatically installed on the MDT without operator assistance at the vehicle.

Types of software that can be updated over the wireless network must include:

- MDT Operating system

- MDT Application software (In-Vehicle Software)
- Configuration or setup files
- Mapping files (to allow for map data updates)

All MDTs in the fleet will automatically register with the software.

MDT data/activity logs will be able to be downloaded.

The software update function will allow the System Administrator to specify updates to all or select portions of the fleet.

The software update function will allow the System Administrator to perform updates immediately, or schedule them for an automatic update at a later date.

For updates at times when vehicles are normally out of service and the MDT is powered down, the update function will have the feature of being able to program the MDT Device to automatically 'wake-up' at the scheduled time to enable the transfer.

The software will allow the System Administrator to track MDT type, the version of each major software type installed on the deployed MDT devices, and provide a historical record of the updates provided to each.

To minimize the amount of data sent over the wireless network, the software update function will utilize a file compression algorithm.

If a software update data transfer is interrupted due to an MDT losing power or going out of wireless coverage, the transfer will resume once the MDT is available again at the point it left off with no need to restart the transfer.

The diagnostic and fault logging features of the ITS Device must be accessible through the cellular network.

The software will be capable of displaying the progress of the software transfer.

The software will provide an 'Update Wizard' windows interface to aid the creation of software updates.

Software is compatible with the following operating systems - Windows XP, Windows 2000 or Window 2003.

3.3.3 Mobile Data Computer Functionality Requirements

Log On Functions:

- Once the MDT/AVL unit is powered up, it will automatically display a driver log-on form screen requesting the driver's identification number and the vehicle's odometer reading.
- The MDT/AVL unit will display the vehicle's current odometer reading as calculated by the vendor supplied odometer interface.
- The MDT/AVL unit will allow the driver to manually correct the calculated vehicle odometer value.
- Drivers must be able to log-on to the MDT/AVL unit by entering their employee identification number and the vehicle's odometer reading into the MDT/AVL unit.
- The MDT/AVL unit will validate the log-on information with the Paratransit Dispatch Software.

Display Functions:

All driver screens should always display the following information:

- Current system time, the time should be able to be depicted by a twenty-four (24) hour clock, or alternatively an AM/PM designation.
- Radio/wireless network status
- New message indicator

Through the use of a soft key on the display, the software will also provide users with the ability to:

- Switch between a 'day' mode graphics display and a 'night' mode graphics display that have been optimized for the ambient lighting expected under those conditions.
- Adjust volume
- Adjust backlighting intensity of display

Communications Functionality:

- Capable of visual and audible alerts to indicate incoming messages.
- The driver must be able to acknowledge incoming messages (as deemed necessary by the importance level of the message).
- After the driver acknowledges an incoming message it shall be displayed on the MDT/AVL unit.

- The MDT/AVL unit shall also be capable of allowing the driver to respond to a message.
- The MDT/AVL unit shall be capable of sending a message and notifying the driver of the success or failure of the transaction. The option will be given to the driver to resend the message should the message not be delivered successfully. This sending method is known as SEND and NOTIFY.
- The MDT/AVL unit shall be capable of queuing messages in a buffer and repeatedly attempting to deliver them to the host application. Each message shall be configured to attempt delivery indefinitely or to attempt delivery only for a fixed period of time after which the message will be discarded. This sending method is known as STORE and FORWARD.
- The MDT/AVL unit should also be capable of sending messages that are sent only once, regardless of whether they are acknowledged. This sending method is known as SEND and FORGET.
- The MDT/AVL unit must be capable of receiving pre-defined messages when a specific numeric code is sent from the host application.
- The nature of the canned messages will need to be defined by the customer in conjunction with the vendor.

Standard Paratransit Functionality:

- The MDT/AVL unit shall provide the paratransit operator with the option of downloading and storing up to one hundred (100) rider/trip stops in the MDT/AVL unit.
- The MDT/AVL unit shall allow the driver to scroll through the manifest up to the maximum number of transmitted trips as determined by the paratransit operator.
- Should the driver turn off the ignition during the course of his shift, he/she should not need to logon again as the trip list will be retained in the MDT/AVL unit.
- The MDT/AVL unit must be capable of adding, updating, and saving new Paratransit trip data without Driver intervention.
- The MDT/AVL unit must provide drivers with a Job List, Job Detail and Job Perform Screens.
- The MDT/AVL unit Job List Screen must provide drivers with an overview of their job list.
- The MDT/AVL unit should be able to display eight lines of 40 characters each at one time.
- Additional trip message lines must be available by scrolling.
- The MDT/AVL unit should display a single line entry for each trip/stop.
- All trips must be shown on the display in ascending order of scheduled stop times.
- The current trip must be located at the top of the job list screen.

- When the driver completes the current trip, the MDT/AVL unit should automatically delete it from the job list screen.
- The Job list Screen must display multiple rider pick-ups and drop-offs from the same address.
- At any time after the driver has logged on to the system and received a job list, the MDT/AVL unit should update the job list by inserting additional trips sent to it by the dispatch system. The MDT/AVL unit must insert trips in the order of their scheduled pick up or drop off times.
- At any time after the driver has logged on to the system and received a job list, the MDT/AVL unit should update the job list by deleting trips that have been canceled.
- The driver must be able to access the Job Perform Screens from the Job List Screen by a single keystroke.
- The driver must also be able to access the Job Detail Screen from the Job List Screen by a single keystroke, using a keypad key.
- The Job Detail Screen should provide the driver with detailed information about each stop.
- Additional lines of trip information should be viewable by scrolling.
- The driver must be able to access the Job List Screen from the Job Detail Screen by a single keystroke, using an MDT/AVL unit keypad key.
- The driver must be able to access the Job Perform Screen from the Job Detail Screen by a single keystroke, using the keypad.
- Job Perform Screens should display a list of information requests to be completed by the driver and transmitted to the Paratransit Dispatch Software, that are necessary to complete each Paratransit trip (each Pickup and Dropoff assignment).
- After the driver has used the MDT/AVL unit to record a rider's boarding, prompts should be popped up that need to be filled in by the driver and transmitted to the ITS host, before the driver can return to any other screen.
- If a Job Perform Screen requires the vehicle's odometer reading, the MDT/AVL unit must automatically read and fill in the odometer reading.
- If the rider and trip numbers, number of riders, attendants and companions, and fare amounts and types were in the original trip message that was transmitted to the MDT/AVL unit, the MDT/AVL unit must automatically place that information in the appropriate Form Screen fields. The driver should be able to edit this information once it is displayed on the MDT/AVL unit.

Data Messaging:

The following section describes the types of messages that the paratransit operator will likely be transmitting between the in-vehicle MDT/AVL devices (mobile data terminals)

and the Paratransit Dispatch Software. The vendor should be able to comply with the following messaging requirements:

- Trip Messages
- Driver Log On
- Driver Log Off
- Pick Up Site Arrival
- Pick Up Site Departure
- Drop Off Site Arrival
- Drop Off Site Departure
- Rider Boarding
- Rider Alighting
- Rider Call Out (Flag Stop)
- Rider No Show
- Rider Door Cancellation
- Rider Not Ready – Will Call
- Coded Messages
- Emergency Message
- Each message should contain data appropriate to that message (i.e. the vehicle odometer reading, GPS latitude and longitude, and time/date stamp).
- The vendor must work with the client to determine what information needs to be included with each message.

Navigation Functions:

- The MDT must be capable of displaying in-vehicle maps.
- The MDT must be capable of providing navigation directions including voice annunciation and visual display of trip route and turn directions.
- Driver will not have to enter destination address to use the map navigation, as the software will do this automatically.
- Drivers will not have to start the map navigation as a separate software application. The Navigation functionality will be integrated into the in-vehicle software application.

3.3.4 AVL/MDC Technical Requirements

The MDT In-Vehicle Hardware will include the following:

Mobile Data Terminal (MDT): user interface with color display and touch screen for driver input

Vehicle Logic Unit (VLU): computer processing and operating system for In-Vehicle Software

GPS Antenna: reception of GPS signals

GPS Receiver: GPS signal processing

AVL Reporting: control of GPS Reporting

Wireless Network Communications - Wireless Modem and RF Antenna: for communication with Host-end Application Software

The GPS Antenna and RF Antenna shall be combined into one Dual-Mode Antenna if possible

All necessary mounting equipment, cables, and fuses

Excluding the antennas, cables, and mount equipment, the MDT In-Vehicle Hardware may consist of one integrated device, or 2 separate physical devices (such as an MDT and a separate wireless modem/GPS device).

The In-Vehicle Hardware shall meet the following specifications:

- Minimum 400 MHz processor
- Windows CE 5.0 operating system
- Maximum Size of MDT: 9" x 6" x 2"
- 6 programmable soft keys, including power button
- Built-in smartcard reader (optional)
- Built-in Magnetic card reader (optional)
- Microphone, stereo speakers, audio out
- Type II Compact Flash Socket
- 1 Host USB Port
- 1 Slave (Device) USB Port
- 1 RS-232 COM port
- Storage temperature range: -22° F to +155° F
- Operating temperature range: -22° F to +145° F
- Vibration tested as per MIL-STD-810F
- Shock tested as per MIL-STD-810F Shock
- Humidity: 5% to 95% relative humidity non-condensing
- Able to handle power supply voltage from 10VDC to 30VDC
- FCC Class A Part 15 compliance
- Touch Screen
- Minimum display size of 6" on the diagonal

- Color display
- Adjustable back-lighting for visibility in low-light environments
- Backlighting minimum brightness of 300 NIT
- Adjustable volume
- LCD Display Heater option available to ensure the display is readable at temperatures below 32° F (0° C) temperatures
- Dust and water resistant
- Allows software applications to be able to switch from ‘day’ mode to ‘night’ mode graphics display through use of a soft key.
- Minimum 64 MB of SDRAM
- Minimum 64 MB of FLASH memory
- Internal memory expandable with internal compact flash card (optional)

The MDT’s GPS Receiver must meet the following specifications:

- 16-channel GPS receiver
- GPS Accuracy: 15 meters (RMS) uncorrected
- GPS Position Update Rate: 1 Hz (once a second)
- Time to acquire GPS lock: 2 minutes or less on cold start, 45 seconds or less on warm start, 3 seconds or less on hot start
- Odometer Input and Monitoring: The device will have a built-in pulse accumulator input and pulse conditioner to facilitate the conversion of input data from the vehicle’s odometer circuit to distance traveled in miles. In order to account for any variances in vehicle travel mileage; the odometer reader must be configurable to allow the settings to be calibrated from one vehicle to the next.
- Minimum 5 discrete inputs
- Minimum 5 discrete outputs
- J1708/J1587 interface
- Ability to accept an audio input
- Built-in covert microphone (optional, for use with radio systems only)
- Ability to route input audio to up to 2 audio outputs
- Vehicle Ignition sense input: the vehicle ignition switch will control the In-Vehicle Hardware power.
- Power connections for In-Vehicle Hardware to vehicle Battery.
-

The vendor shall provide the following installation hardware:

- Adjustable mount hardware for the MDT. The mount hardware will allow drivers to reposition the angle and tilt of the display.
- Cabling for connections to the applicable on-board equipment, antennas, power, and ignition switch.
- Any additional antennas required for data modems or the GPS receiver.

4.0 Quality Assurance Plan

4.1 Project Manager

4.1.1 Designation of Project Manager

The proposer shall name one (1) individual from the firm who shall have complete authority and control over all aspects of customization, data conversion, installation, testing, and training. This individual shall be named in the proposal and a resume of the individual's qualifications to oversee this project shall be detailed. A list of other project installations directly under the control of this individual shall be named in the proposal.

4.1.2 Single Point of Contact

The proposer's project manager shall be the sole point of contact between the vendor and ACRTA for all business matters concerning the purchase, customization, installation, testing, and training phases of this project.

ACRTA recognizes that other individuals will lead some phases of work during the project. It is our intent, however, to have one individual in an authoritative position to represent the proposer in all aspects of the project.

4.2 Products Offered

4.2.1 Use of Existing Market Products

ACRTA does not desire to purchase products that represent beta versions or products that have not been installed in other operational environments in another transit system in the United States.

4.2.2 Current Version

ACRTA requires the proposer to offer the latest, tested release version of each software product/module included in this proposal. Proposer shall include the estimated date of the next update to proposer's offered software.

4.2.3 Lists of Installed Sites

For each product or module offered to fulfill the scope of services under this RFP, the proposer shall provide a list of the Five (5) most recent sites where the product is currently being used. Proposer shall list all Ohio sites first, then other sites in contiguous states or in areas of similar size as that of Licking County, Ohio. For each site, the proposer shall list:

- Name of the transit system
- Local project manager
- Date of contract award
- Status of the installation (awarded, under development, testing, “live operation”)
- Date in which the transit system began “live” operation

4.3 Warranty

ACRTA requires the successful proposer to warrant the software product(s) offered to perform as described in the proposal response for a period of five (5) years from date of “live” operation.

4.4 Technical Support

4.4.1 Scope

ACRTA requires that the proposer offer one full year of full technical support as part of its price proposal. This technical support shall include, but not necessarily be limited to:

- Toll-free, telephone support with service technician/engineer during all normal administrative business hours maintained by ACRTA
- Provision of diagnostics/repairs via remote control access to system hardware/software
- On-site technical support when required
- Product upgrades, new releases, patches, etc. when issued by the vendor throughout the first three (3) years of implementation.

4.4.2 User Groups/Newsletters/Technical Bulletins

Proposer shall immediately include ACRTA, after notice of award, in all mailing lists to receive product newsletters, e-mail announcements, bulletins, or other technical matters concerning all software products offered.

If the proposer operates a web-based program of support, ACRTA shall be given access rights upon notice of award.

If the proposer offers training classes, refresher courses, or sponsors organized user groups, such support shall be listed in the vendor’s proposal.

4.5 Installation, Testing, and Acceptance

4.5.1 Access to ACRTA Office Location

Throughout the period of software installation, the ACRTA shall designate a local project liaison to coordinate the vendor's local installation efforts. All contact with the ACRTA regarding project matters, site visits, project schedule, training, etc. shall be coordinated through this project liaison.

4.5.2 Installation

The proposer's implementation schedule shall document major milestones during the development, customization, and installation phases of the project. Upon completion of the installation phase, the vendor shall notify ACRTA, in writing, of the readiness of the system installation for testing.

The vendor may stage installation to best ensure compatibility of all integrated software and hardware products.

4.5.3 On-Site Representation

Proposer shall have the Project Manager and/or a duly qualified software engineer on-site during the initial testing of all software products.

4.5.4 Acceptance

After final testing is completed to the satisfaction of ACRTA, the General Manager will issue a letter of acceptance to the vendor.

4.6 Training

4.6.1 General

Vendor shall be required to train designated individuals to proficiency on all software and hardware products offered. All training shall be conducted at the ACRTA offices or any other office designated by the ACRTA Maintenance and Procurement Director in Lima, OH. All training schedules shall be coordinated with the ACRTA Maintenance and Procurement Director.

4.6.2 Training Program

Vendor shall be required to provide a combination of classroom and “hands-on” training for all software and hardware products offered. Training content and duration shall be stated specifically in the proposer’s written offer in response to this procurement.

4.6.3 Class Size

Vendor shall work with ACRTA to assess the potential number of individuals who will require vendor training on the various software products.

4.7 Manuals and Documentation

Vendor shall provide Six (6) copies of the software manuals for each product offered as part of this procurement along with (45) driver manuals for MDC’s.

4.8 Payment Procedures

ACRTA will issue payment to the vendor based on successful accomplishment of installation and testing of proposed equipment and software. The ACRTA will be assured that the proposed software and equipment will be fully functional before payment is made.

5.0 General Terms and Conditions

5.1 General Terms and Conditions

5.1.1 Addenda

All changes in connection with this proposal will be issued in the form of a written addendum and sent to all known Proposers not less than two (2) days prior to the proposal due date. Signed acknowledgement of receipt of each addendum must be submitted with each proposal. Oral instructions, clarifications, and additional information supplied by ACRTA representatives are not binding.

5.1.2 Safety

All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.

5.1.3 Disclaimer of Liability

ACRTA will not hold harmless or indemnify any Contractor for any liability whatsoever.

5.1.4 Hold Harmless

The Contractor agrees to protect, defend, indemnify and hold ACRTA, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, suits, causes of action, and judgments of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance thereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto (including attorney fees and court costs), even if such claim is groundless, false or fraudulent.

5.1.5 Governing Law

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Ohio. Any law suits arising from this proposal shall be disputed in the court system of the county Allen, city of Lima, state of Ohio.

5.1.6 Anti-Discrimination Clause

No proposer responding to this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color, disability, sex, national origin, or religious creed.

5.1.7 Conditional Proposals

Conditional proposals are subject to rejection in whole or in part.

5.1.8 Cancellation of Contract

ACRTA reserves the right to cancel any contract resulting from this procurement for cause by written notice to the Contractor. Cause for cancellation will be documented as failure(s) of the Contractor to provide services in the quantity and/or quality required. Notice of such cancellation will be given with sufficient time to allow for the orderly withdrawal of the Contractor without additional harm to the participants or the ACRTA.

5.1.9 Subletting of Contract

The contract derived from this RFP shall not be sublet except with the written consent of the ACRTA. No such consent shall be construed as making ACRTA a party to such subcontract, or subjecting ACRTA to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of his liability and obligation under this contract, and all transactions with ACRTA must be approved by the ACRTA.

5.1.10 Assignment /Transfer of Interests

There shall be no assignment/transfer of interests or delegation of the Contractor's rights, duties, or responsibilities under the contract derived from this RFP without the prior written approval of the ACRTA.

5.1.11 Licenses, Permits, and Taxes

The successful Contractor shall be appropriately licensed for the work required as a result of the contract. The cost for any required licenses or permits shall be the responsibility of the Contractor. The Contractor is liable for any and all taxes due as a result of the contract.

5.1.12 Regulatory Requirements

The Contractor shall comply with all Federal, State, and local licensing and/or regulatory requirements (including permits) for the provision of transit services.

5.1.13 Responsible Firms

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals.

5.1.14 Acceptance/Rejection of Proposals

ACRTA reserves the right to accept or reject any or all of the proposals submitted, waive informalities and technicalities, and negotiate any or all elements of the proposals. Upon further analysis of need and analysis of costs resulting from responses to this proposal, ACRTA reserves the right to award or reject any portions of the proposed system.

SECTION 6

Federally Mandated Clauses

6.1.1 Adequate Provisions (All Contracts)

This contract contains adequate provisions to define a sound and complete agreement.

6.1.2 Proposal Acceptance (All Contracts)

Each proposal will be submitted with the understanding that the acceptance in writing by RTA of the offer to furnish the equipment and assembly described therein will constitute a contract between the bidder and the Authority. The contract will bind the bidder to furnish and deliver at the bid price, and in accordance with conditions of said accepted proposal and specifications for ninety (90) calendar days after the proposal opening..

6.1.3 Taxes (All Contracts)

Allen County Regional Transit Authority is exempt from payment of Federal Excise and Transportation Tax and the Ohio Sales, Excise and Use Tax (Except for Fuel Products). Bidders will not include these taxes in their prices.

6.1.4 Late Bids, Modifications of Bid, or Withdrawal of Bids (All Contracts)

Any bid or modification of bid received at RTA's office designated in the solicitation after the exact time specified for receipt will not be considered.

A bid may be withdrawn in person by a bidder or their authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.

6.1.5 Insurance (All Contracts)

The Contractor agrees to comply with the insurance requirements normally imposed by State and local governments.

6.1.6 Subject to Financial Assistance (All Contracts)

The items described in these specifications are to be purchased with the assistance of a grant from the Federal Transit Administration (FTA) and the Ohio Department of Transportation. The award of this contract is subject to a financial assistance contract between the Authority and FTA. The successful bidder will be required to comply with all terms and conditions prescribed for third party contracts in a grant agreement with FTA. This grant contract is available for examination by prospective bidders at the Allen County Regional Transit Authority office.

6.1.7 Incorporation of Federal Transit Administration (FTA) Terms (All Contracts)

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding. All contractual provision required DOT as set forth in FTA Circular C4220.1D dated April 15, 1996, 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, or refuse to comply with any of the RTA requests which would cause the RTA to be in violation of the FTA terms and conditions.

6.1.8 No Federal Government Obligations to Third Parties (All Contracts)

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subjected to any obligations or liabilities to any subcontractor, any third party contractor, or any other person not a party to the Grant Agreement or Cooperative Agreement in connection with the performance of the Project. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, sub-agreement, or third party contract, the Federal Government continues to have no obligations or liabilities to any party, including the subcontractor and third party contract.

6.1.9 State and Local Law Disclaimer (All Contracts)

The rights and duties of the parties hereto shall be determined by the laws of the State of Ohio and to that end the contract shall be considered as a contract made and to be executed in the City of Lima and the State of Ohio.

6.1.10 Davis-Bacon and Copeland Anti-Kickback Acts (All Contracts)

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the

construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification

in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - The [*Allen County Regional Transit Authority*] shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the [*Allen County Regional Transit Authority*] may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further

payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the [*Allen County Regional Transit Authority*] for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in

Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's

registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

6.1.11 Exclusionary or Discriminatory Specifications (All Contracts)

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C.~5323(h)(2) by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

6.1.12 Single Bid Response (All Contracts)

If only one bid is received in response to the invitation for bids, a detailed cost proposal may be requested of the single bidder. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

6.1.13 Interest of Members or Delegates to Congress (All Contracts)

In accordance with the requirements of 41 U.S.C.[22] THE contractor agrees that it will not allow any member of or delegate to the Congress of the United States to any share or part of this contract or to any benefit arising there from.

6.1.14 Geographic Restrictions (All Contracts)

The Contractor agrees to refrain from using State or local geographic preferences, except those expressly mandated or encouraged by Federal Statute and as permitted by FTA. (Except for A&E Services)

6.2 Bonds (All Contracts)

- a. **Bid Bonds** - As security for the acceptance of the contract, each bid will be accompanied by a bidder's bond or certified check in the amount of **5** percent of the bid (**100 % if construction contract**), drawn payable to the Allen County Regional Transit Authority. Bidders may also submit in lieu of a Bid Bond, a certified check in the amount of 10% of the Base Bid Price. All bid deposits of all bidders will be held by the RTA until all proposals submitted have been canvassed, and the bids have either been rejected in whole or in part, or the award of the contract or contracts has been made. The bid deposit of the successful bidder will be held until the contract is duly executed. Bid deposits will be returned to unsuccessful bidders upon the award of the contract. If the successful bidder to whom the contract will have been awarded refuses to execute the contract within ten days after the receipt of the contract, the amount of the bid deposit will be forfeited to and retained by the Authority as liquidated damages for such neglect or refusal, and RTA may proceed to place the order with another company. The bid bond or certified check to be provided to the ACRTA with the bidder's bid (**which becomes the performance bond unless otherwise specified**), if a contract is entered into shall be in substantially the following form which is in requirement of Division (B) of Section 153.54 of the Ohio Revised Code:

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____ as principal and _____ as sureties, are hereby held and firmly bound unto ACRTA in the penal sum of \$ _____ dollars, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____ 20____.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal did on the _____ day of _____ 20____ enter into a contract with _____, which said contract is made a part of this bond the same as though set forth herein;

Now, if the said _____ shall well and faithfully do and perform the things agreed by _____ to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, material men, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any material man or laborer having a just claim, as well as for the oblige herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications there for shall in any wise affect the obligations of said surety on its bond."

- b. **Performance Bond** – The performance bond will be rolled over from the bid bond by the successful bidder unless otherwise specified. The performance bond to be provided to the ACRTA shall be in substantially the following form which is a requirement of Division of Section 153.54 of the Ohio Revised Code.

"KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____ as principal and _____ as sureties, are hereby held and firmly bound unto _____ in the penal sum of \$ _____ dollars, for the payment of which well and truly be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.
Signed this _____ day of _____ 20____.
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal did on the _____ day of _____, 20____, entered into a contract with _____ which said contract is made a part of this bond the same as though set forth herein;
Now, if the said _____ shall well and faithfully do and perform the things agreed by _____ to be done and performed according to the terms of the said contract; we agreeing and assenting that this undertaking shall be for the benefit of the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of the obligation as herein stated. The surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the contract shall in any way affect the obligation of the surety on its bond."

The bid and performance bonds will be a cashier's check, a certified check, or a surety licensed to do business in Ohio and having a rating in the current issue of Best's Key Rating Guide, Property-Casualty of B+:XII or better. Failure of a bidder to furnish bid security in the proper form and amount will result in its bid being rejected as non-responsive.

6.2.1 Civil Rights Title VI (All Contracts)

Title VI of the Civil Rights Act of 1964. The Bidder agrees to comply with and assure the compliance by it and its subcontractors under this project with all requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 6321 2000d; U.S. DOT regulations and applicable parts of 49 CFR Part 21.

6.2.2 Equal Employment Opportunity (All Contracts)

In connection with this project, the contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action will include, but not be limited to the following: employment, upgrading, demotion transfer, recruitment advertising, layoff or termination, rates of pay or other compensation, and selection for training, including apprenticeship.

6.2.3 EEO Construction Activity Requirements. (All Contracts)

With respect to construction activities the Contractor agrees to comply with all applicable EEO requirements of U.S. DOL regulations and any other federal statutes, orders, regulations, policies that may affect construction activities.

6.2.4 Contract Work Hour and Safety Standards Act (All Contracts)

Pursuant to Section 102 (Overtime): Applicable to all turnkey, rolling stock and operational contracts (excluding contracts for transportation services) in excess of \$2,500.

Contract Work Hours and Safety Standards Act - (i) The Contractor agrees to comply with section 102 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. section 333, and applicable DOL regulations, " Safety and Health Regulations for Construction " 29 C.F.R. Part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions. (ii)Subcontracts - The Contractor also agrees to include the requirements of this section in each subcontract. The term "subcontract" under this section is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a "subcontractor" under this section if the

work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or

(2) by the employer for the specific project on a customized basis. Thus, a supplier of materials which will become an integral part of the construction is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor." The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

(These clauses are specifically mandated under DOL regulation 29 C.F.R. § 5.5 and when preparing a construction contract in excess of \$2,000 these clauses should be used in conjunction with the Davis-Bacon Act clauses as discussed previously. For non-construction contracts, this is the only section required along with the payroll section.)

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$ 10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - The Allen County Regional Transit Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

(Section 102 non-construction contracts should also have the following provision:)

(5) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

6.2.5 Non-Collusion (All Contracts)

The bidder guarantees that the bid submitted is not a product of collusion with any other bidder and no effort has been made to fix the bid price of any bidder or to fix any overhead, profit or cost element of any bid price.

CERTIFICATE ON NEXT PAGE

NON-COLLUSION AFFIDAVIT AND INFORMATION REQUIRED OF RESPONDERS

Affidavit of non-collusion:

I hereby swear (or affirm) under penalty of perjury:

- (1) That I am the responder (if the responder is an individual), a partner in the responder (if the responder is a partnership), or an officer or employee of the proposing corporation and have the authority to sign on its behalf (if the responder is a corporation);
- (2) That the attached proposal or proposals have been arrived at by the responder independently, and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to proposal, designed to limit independent proposing or competition;
- (3) That the contents of the proposal or proposals have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder or its surety on any bond furnished with the proposal or proposals, and will not be communicated to any such person prior to the official opening of the proposal or proposals; and
- (4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

SIGNED _____

FIRM NAME _____

Subscribed and sworn to before me

This _____ day of _____, 20____.

Notary Public

My commission expires on _____, 20 .

Responder's E.I. Number _____

(Number used on Employer's Quarterly Federal Tax Return)

6.2.6 Program Fraud and False or Fraudulent Statements or Related Acts. (All Contracts)

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

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

6.2.7 Federal Changes (All Contracts)

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (6) dated October, 1999) between Purchaser and FTA , as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

6.2.8 Reporting, Access and Retention to Records and Reports (All Contracts)

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

6.2.9 Energy Conservation (All Contracts)

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

6.2.10 Disadvantaged Business Enterprise (DBE) (All Contracts)

1. The Federal Fiscal Year goal has been set by (ACRTA) in an attempt to match projected procurements with available qualified disadvantaged businesses. Allen County Regional Transit Authority goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established by Allen County Regional Transit Authority as set forth by the Department of Transportation Regulations 49 C.F.R. Part 23, March 31, 1980, and amended by Section 106(c) of the Surface Transportation Assistance Act of 1987, and is considered pertinent to any contract resulting from this request for proposal.

A specific DBE goal has been assigned to this contract amounting to _____% of the Base Bid Price if the Base Bid Price. If the contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBE's in the work provided, Allen County Regional Transit Authority may declare the Contractor non-complaint and in breach of contract. If a goal is not stated in the Special Specifications, it will be understood that no specific goal is assigned to this contract.

(a) Policy - It is the policy of the Department of Transportation and Allen County Regional Transit Authority that Disadvantaged Business Enterprises, as defined in 49 CFR Part 23, and as amended in Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, shall have the maximum opportunity to participate in the performance of Contract financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Section 106(c) of the STURAA of 1987, apply to this Contract.

The Contractor agrees to ensure that DBEs as defined in 49 CFR Part 23 and Section 106(c) of the STURAA of 1987, have the maximum opportunity to participate in the whole or in part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts.

It is further the policy of Allen County Regional Transit Authority to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of Allen County Regional Transit Authority procurement activities are encouraged.

(b) DBE obligation - The Contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.

(c) Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, Allen County Regional Transit Authority may declare the contractor non-complaint and in breach of contract.

(d) The Contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with Allen County Regional Transit Authority DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of Allen County Regional Transit Authority and will be submitted to Allen County Regional Transit Authority upon request.

(e) Allen County Regional Transit Authority will provide affirmative assistance as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation. The assistance may include the following upon request:

- * Identification of qualified DBE
- * Available listing of Minority Assistance Agencies
- * Holding bid conferences to emphasize requirements

2. DBE Program Definitions, as used in the contract:

(a) Disadvantaged business "means a small business concern": ie. Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and ii. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. or iii. Which is at least 51 percent owned by one or more women individuals, or in the case of any publicly owned business, at least 51% of the stock of

which is owned by one or more women individuals; and iv. Whose management and daily business operations are controlled by one or more women individuals who own it.

(b) "Small business concern" means a small business as defined by Section 3 of the Small Business Act and Appendix B - (Section 106(c)) Determinations of Business Size.

(c) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and States (or lawfully admitted permanent residents) and who are black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or women, and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act. i. "Black Americans", which includes persons having origins in any of the Black racial groups of Africa; ii. "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuba, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race; iii. "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians; iv. "Asian-Pacific Americans", which includes persons whose origins are, from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of Pacific, and the Northern Marianas; v. "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh.

DEMONSTRATION OF GOOD FAITH EFFORTS TO OBTAIN DBE PARTICIPATION

To determine whether the Contractor has made good faith efforts to obtain DBE participation on this contract, RTA will consider the following factors:

- 1) Attendance at the pre-bid meeting, if any meetings are schedule by RTA, to inform eligible DBEs of subcontracting opportunities under this contract.
- 2) Advertisement in general circulation media, trade association publications and minority-focus media for at least twenty days prior to projected contract execution. If twenty days are not available, publication for a shorter reasonable time is acceptable.
- 3) Written notification to DBEs that their interest in the contract is solicited.
- 4) Efforts made to select portions of the work proposed to be performed by DBEs in order to increase the likelihood of achieving the stated goal.
- 5) Efforts made to negotiate with DBEs for specific portions of the work, including at a minimum:
The names, addresses, and telephone numbers of DBEs contacted.
A description of the information provided to DBEs regarding work to be performed.
A statement of why additional agreements with DBEs were not reached.
- 6) Concerning each DBE contractor contacted but rejected as unqualified, the reasons for the Contractor's conclusion.
- 7) Efforts made to assist DBEs contacted that needed assistance in obtaining required bonding or insurance.
- 8) Efforts made to use the service of available minority/female community organizations; minority/female contractors' groups; local, state and Federal minority/female business assistants offices; and other organizations that provide assistance in the recruitment and placement of DBEs.

This contract may be terminated by RTA if the Contractor fails to meet the stated DBE goal, or demonstrate good faith efforts to do so.

When the Contractor is found to have failed to exert good faith efforts to involve DBEs in the work provided, RTA may declare that the Contractor is ineligible to receive further RTA funds, whether as a contractor, subcontractor, or consultant, for a period of up to three (3) years.

DBE ASSURANCE

In connection with the Contract to be awarded as a result of the Request for Proposal issued by the Allen County Regional Transit Authority for the procurement of:

I hereby certify that I am the _____ and duly
(TITLE)

authorized representative of _____
(NAME OF FIRM)

(ADDRESS)

I do hereby assure RTA that I have read and am familiar with the requirements for Disadvantaged Business participation by companies contracting with RTA and that it is the intention of the undersigned to meet such DBE goal.

I understand that RTA has established a goal of **4%** Disadvantaged Business Enterprise participation on this contract. I further understand that this goal percentage is based on the total dollar value of the awarded contract.

I hereby further assure RTA that the undersigned will complete and submit the Schedule of DBE Participation form with this bid and cause submission of the LETTER OF INTENT TO PERFORM AS A DBE SUBCONTRACTOR form prior to the execution of the contract. I understand that this company may not remain in competition unless the Schedule Of DBE Participation form is submitted or this company has met the requirements identified on a form titled **Demonstration Of Good Faith Efforts To Obtain DBE Participation, proof of which are hereby documented and submitted in lieu of the Schedule of DBE Participation form.**

SIGNATURE

PRINT NAME

DATE

LETTER OF INTENT TO PERFORM AS A DBE SUBCONTRACTOR

TO: _____
Name of Prime or General Bidder _____ Project or Procurement

Address of Prime or General Bidder _____

The undersigned DBE intends to perform work in connection with the above project as (check one):

_____an individual _____corporation _____partnership _____joint venture

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work, items or parts thereof to be performed):

at the following price \$_____.

The price equals_____ % of the total bid price or contract awarded to the prime bidder.

Work or Items By Subcontractor	Projected Commencement Date	Projected Completion Date
_____	_____	_____
_____	_____	_____

DBE Business Name

Signature of DBE Authorized

Representative

Address _____ **Date** _____

No agreement has been entered into between the above-named Prime Bidder and DBE subcontractor wherein the above-named DBE subcontractor has promised not to provide subcontracting quotations to other bidders and proposers.

Date

Name of Prime or General Bidder

6.2.11 Termination Provisions *(Contracts in excess of \$10,000)*

a. Termination for Convenience (General Provision) The (Recipient) 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 (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

b. Termination for Default [Breach or Cause] (General Provision) 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, the (Recipient) 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 the (Recipient) 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, the (Recipient), 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.

c. Opportunity to Cure (General Provision) The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor or written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable

only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

i. Termination for Convenience or Default (Architect and Engineering) The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

j. Termination for Convenience of Default (Cost-Type Contracts) The (Recipient) may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Contractor by the

(Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

6.2.12 Cargo Preference - Use of United States-Flag Vessels (All Contracts)

The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

6.2.13 Clean Water (All Contracts)

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

6.2.14 Clean Air (All Contracts)

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

6.2.15 Fly America Requirements (All Contracts)

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

2. Where the Purchaser is a State and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the

Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

6.3 Buy America (*Any Tangible Property*)

The contractor agrees to comply with 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. In order to qualify as a domestic end product, the cost of all components must exceed 60 percent domestic content. The Buy America Certificate enclosed with this bid must be completed and submitted with this bid if in excess of \$100,000. A bid which does not include the certificate will be considered non-responsive.

**BUY AMERICA
CERTIFICATE OF COMPLIANCE WITH SECTION 165(A) (3)**

The responder hereby certifies that it will comply with the requirements of section 49 U.S.C. 5323 (j) (1), and the regulations of 49 CFR Part 661.5

Date: _____

Signature: _____

Company Name: _____

Title: _____

CERTIFICATE OF NON-COMPLIANCE WITH SECTION 165 (A) (3)

The responder hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323 (j) (1), and the regulations of 49 CFR Part 661.5 but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323 (j) (2) (A), 5323 (j) (2) (B) or 5323 (j) (2) (D), and 49 CFR 661.7.

Date: _____

Signature: _____

Company Name: _____

Title: _____

**PLEASE SIGN THE CORRECT BOX TO INDICATE COMPLIANCE
OR NON-COMPLIANCE****DO NOT SIGN BOTH BOXES**

6.3.1 Pre-Award and Post-Delivery Audit Requirements (All Contracts)

The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

(1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

(2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

(3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

**BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENTS
FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT**

(To be submitted with a bid or offer exceeding the small purchase threshold for Federal assistance programs, currently set at \$100,000.)

Certificate of Compliance

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11:

Date: _____

Signature: _____

Company Name: _____

Title: _____

Certificate of Non-Compliance

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

Date: _____

Signature: _____

Company Name: _____

Title: _____

6.3.2 Suspension and Debarment (All Contracts exceeding \$25,000)

1. By signing and submitting the certificate enclosed in this bid, the prospective Contractor and his lower tier participant is providing the signed certification set out below.

2. The certification in this clause is a material presentation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, RTA may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to RTA if at any time the prospective lower tier participant learns that it's certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "persons," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lowered tier covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 (49 CFR Part 29). You may contact RTA for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed be covered transactions be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by RTA.

6. The prospective lower tier participant further agrees by submitting this bid or proposal that it will include the clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lowered tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, RTA may pursue available remedies including suspension and/or debarment.

CERTIFICATE ON NEXT PAGE

DEBARRMENT AND SUSPENSION CERTIFICATION

- (1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its “principals” [as defined at 49 C.F.R. , 29.105 (p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commissions of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- (4) Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

THE CONTRACTOR 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 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature: _____

Title: _____

Date: _____

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

6.3.3 Lobbyist Regulations (All Contracts)

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

**APPENDIX A, 49 CFR PART 20
CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

_____ **Signature of Contractor's Authorized Official**

_____ **Name and Title of Contractor's Authorized Official**

_____ **Date**

6.3.4 Remedies of Breaches (All Contracts)

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

6.3.5 Protests Procedures (All Contracts)

It is policy of the ACRTA to prepare specifications for invitation to bid or for requests for proposals that are not discriminatory in nature. All solicitations are to be open and free to all competing vendors whereby all have a reasonable chance to be successful and be awarded a contract.

If a vendor feels that a particular solicitation is unfair for whatever reasons, the following procedure must be followed to register a proper protest, and said procedure shall be part of all solicitations.

STEP 1 - The protest must be made in writing and addressed to the Executive Director no later than three (3) days before the scheduled bid opening or RFP due date.

Such protest must cite what the solicitation was for, and for what reason the protest is lodged.

STEP 2 - The Executive Director shall make all reasonable attempts to resolve the protest prior to the award of a contract, and may reschedule the bid opening date solely at his/her discretion if deemed necessary. The Executive Director must make his decision no later than ten (10) working days from the date the protest was filed.

STEP 3 - If the protest is not satisfactorily resolved at Step 2, the person or firm making the protest may request a hearing with his Legal Counsel and ACRTA, with ACRTA's Legal Counsel serving as Arbitrator on the matter. Request for such a hearing must be made 15 working days of the original date the protest was filed.

STEP 4 - If the protest is not satisfactorily resolved at Step 3, the person or firm making the protest may appeal, within thirty (30) working days of the original protest date, the matter to the Board of Directors of the ACRTA. The Board shall hold a hearing within 15 working days on the matter and make a decision at its next regularly scheduled meeting.

The decision of the Board shall be final and binding on all parties.

Appeal of the decision of the ACRTA Board and any request by an adversely affected party must be in writing and submitted to the Federal Transit Administration (FTA) U.S. Department of Transportation.

FTA shall only consider protest appeals where the local protest procedure does not exist, or where the local procedure was not followed.

6.3.7 Contracts Involving Federal Privacy Act Requirements (All Contracts)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

The FTA patent clause is substantially similar to the text of 49 C.F.R. Part 19, Appendix A, Section 5, but the rights in data clause reflects FTA objectives. For patent rights, FTA is governed by Federal law and regulation. For data rights, the text on copyrights is insufficient to meet FTA's purposes for awarding research grants. This model clause, with larger rights as a standard, is proposed with the understanding that this standard could be modified to FTA's needs.

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

6.3.8 Patent and Rights in Data (All Contracts)

A. **Rights in Data** - This following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information.

The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c) , however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal

Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (*i.e.*, a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in

U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree

to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(To be submitted with a bid or offer exceeding \$100,000)

Ohio Department of Public Safety

Division of Homeland Security

www.homelandsecurity.ohio.gov

GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statement regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

Last Name		First Name		Middle initial
Home Address				
City	State	Zip	County	
Home Phone		Work phone		

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

Business/Organization Name				
Business Address				
City	State	Zip	County	
Phone Number				

DECLARATION

In accordance with division (A)(2)(b) of section 2909.32 of the Ohio Revised Code

For each question, indicate either “yes”, or “no” in the space provided. Response must be truthful to the best of your knowledge.

1. Are you a member of an organization of the U.S. Department of State Terrorist Exclusion List?
 Yes No
2. Have you used any position of prominence you have with any country to persuade others to support an organization of the U. S. Department of State Terrorist Exclusion List?
 Yes No
3. Have you knowingly solicited funds or other things of value for an organization of the U. S. Department of State Terrorist Exclusion List?
 Yes No
4. Have you solicited any individual for membership in an organization of the U. S. Department of State Terrorist Exclusion List?
 Yes No
5. Have you committed an act that you know, or reasonably should have known, affords “material support or resources” to an organization of the U. S. Department of State Terrorist Exclusion List?
 Yes No
6. Have you hired or compensated a person you knew to be a member of an organization of the U. S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carry out an act of terrorism?
 Yes No

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U. S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety’s Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U. S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of “yes” to any question, or failure to answer “no” to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U. S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization. I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on the first page of this declaration.

NOTE

The bidder hereby agrees that the Executive Director of the Authority has the right to reject any and all bids and to waive informality in any bid and that the bidder shall not dispute the correctness of the quantities used in computing the lowest and best bid.

SIGNATURE OF OFFICER, PARTNER, OR OWNER

NAME OF BUSINESS

ADDRESS

CITY, STATE, ZIP CODE