

**Ottawa County Transportation Agency**

**Request for Proposal:  
Paratransit Scheduling and Dispatching  
Software/Equipment**

**November 30, 2009**

**Proposal Due Date:  
January 8, 2010**

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**Paratransit Scheduling and Dispatching Software/Equipment**

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

The Ottawa County Transportation Agency is seeking competitive proposals for paratransit scheduling and dispatching software.

The deadline for receipt of proposals is 5:00 PM on Friday, January 8, 2010 at the location listed below. One original signature copy and four (4) 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:

Bill Lowe, Director  
Ottawa County Transportation Agency  
275 N. Toussaint South Road  
Oak Harbor, OH 43449

All respondents are notified that disadvantaged and women owned enterprises are encouraged to submit responses to this request. The Ottawa County Transportation Agency 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 by Federal funds through the Federal Transit Administration (FTA) under the American Recovery and Reinvestment Act of 2009 (ARRA). The Ottawa County Transportation Agency retains the right to reject any or all proposals, and to withdraw this solicitation at any time.

The Ottawa County Transportation Agency is an equal opportunity employer.

Bill Lowe  
Director

Publish:            November 30, 2009

## 1.0 Instructions to Vendors

### 1.1 Definitions

**Agency:** The Ottawa County Transportation Agency.

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

**Contract:** The legally binding agreement between the Ottawa County Transportation Agency and the successful proposer (Contractor) to perform the services described in this RFP.

**Contracting Officer:** Mr. Bill Lowe, Director.

**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.

**ODOT:** The Ohio Department of Transportation.

**Procuring Agency:** The Ottawa County Transportation Agency.

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

**Respondent and Proposer:** 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 in conjunction with the pre-proposal conference. All such written questions shall be delivered by regular, registered, certified, or express mail or courier service addressed to the Director of the procuring agency. **Telephone calls, e-mail, and other informal communication 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 four (4) 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 Ottawa County Transportation Agency by **5:00pm (EDT) on January 8, 2010**. 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:

Bill Lowe, Director  
Ottawa County Transportation Agency  
275 N. Toussaint South Road  
Oak Harbor, OH 43449  
Tel (419) 898-7433

### 1.3.3 Proprietary Information

Any information contained in the proposal that the proposer considers proprietary must be clearly identified as such. The Ottawa County Transportation Agency will respect requests for non-disclosure of proprietary information to the extent that information so restricted conforms to the Freedom of Information Act.

### 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. The Ottawa County Transportation Agency will not accept questions via telephone or e-mail in order to ensure fairness in the provision of project information among all prospective vendors. Written questions received no later than 5:00 P.M., EDT on December 17, 2009 will be answered in writing and distributed to all vendors on the RFP distribution list. Questions should be addressed to Bill Lowe at the above address.

### **1.4.2 Pre-Proposal Conference**

In order to permit vendors a better opportunity to understand these specifications, the Ottawa County Transportation Agency will hold a pre-proposal conference on Friday, December 18, 2009 at 10:00 A.M. EDT at the Ottawa County Transportation Agency office located at 275 N. Toussaint South Road, Oak Harbor, OH 43449.

## **1.5 On-Site Interviews**

The Ottawa County Transportation Agency reserves the right to conduct on-site interviews with one or more of the top ranked proposers as part of the contractor evaluation and selection process. Ottawa County Transportation Agency further reserves the right to request demonstration of any software product or technology contained in the proposer's offer, and to request the proposer to demonstrate the capabilities of its software.

## **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 the Ottawa County Transportation Agency 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.

The Ottawa County Transportation Agency may not have addressed all functional elements of a particular vendor's software product. Such omissions are not intended to mean that the Ottawa County Transportation Agency 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 offeror, to answer questions, or to provide clarification concerning submitted proposals;
2. Be typed on 8 1/2" by 11" paper (not digital, not faxed);
3. Include one (1) original and four (4) 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, including the Cost Proposal Form and a description of required hardware configuration.
6. Be mailed to the following address in packages clearly marked: "Paratransit Scheduling and Routing Software System."
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 Ottawa County Transportation Agency, the proposer should indicate, in written narrative, how the software proposed 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 service area. Proposers should demonstrate a thorough understanding of FTA requirements as well as those of other major client transportation programs, such

as Medicaid and Title III of the Older Americans Act. Proposers should indicate how their software system can work to improve the transit system's handling of various tasks associated with paratransit service delivery.

- ***Software System Description*** – Proposers should 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 Ottawa County Transportation Agency. 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, SQL, back-up software, remote access software, etc.).
- ***Implementation Plan*** – Proposers should fully describe the proposed implementation plan, detailing all major milestones in the process. A proposed timeframe from notice-to-proceed through live testing, de-bugging, and “live” operation should be developed as an integral part of this proposal.
- ***Quality Assurance Plan*** – Proposers should 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 the Ottawa County Transportation Agency 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 should also describe its 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.

- **Training** – Proposers should provide a detailed schedule and course outline for the necessary training of the Ottawa County Transportation Agency staff on the proposed scheduling system software. Vendors should assume that up to six (6) system personnel 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 should 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 ten (10) installations, along with a project contact, address, telephone number, facsimile number, and e-mail address must be provided.
- **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:
  - Acknowledgement of Receipt of Addenda (submit whether or not any addenda are issued).
  - Affidavit of Non-Collusion
  - Disadvantaged Business Enterprise Certification
  - Debarment Certification
  - Restrictions on Lobbying Certification

#### 1.6.4 Cost Proposal

Cost proposals should be submitted in the format stipulated in Section 6.0 of the RFP.

##### 1.6.4.1 Cost Factors Used in Proposal Evaluation

The Ottawa County Transportation Agency is requesting that proposers identify the following items as part of its 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 Ottawa County Transportation Agency operations in sufficient detail to determine the number of user licenses required to run the scheduling system in our environment.

- *On-Site Costs* – All 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 Ottawa County Transportation Agency reserves the right to negotiate per diem costs consistent with prevailing rates for lodging, subsistence, etc. in the Ottawa County, Ohio 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. Note: In addition to the core county service area, the Ottawa County Transportation Agency provides services to points in other counties outside the service area. The transit system desires to obtain base maps for all areas in which it provides service.
- *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.
- *One-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.**

1.6.4.2 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 the Ottawa County Transportation Agency’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. Servers should be identified separately from work stations. The Ottawa County Transportation Agency will be responsible for all hardware acquisition necessary to support the vendor’s software. Vendors are asked to submit “minimum,” “recommended,” and “optimal” hardware configurations.
- *Network Software Costs* – If the existing network is deficient in terms of network operating systems, network administration software, etc., the cost of such software should be identified.

- *Maintenance, Support and Upgrade Costs After One (1) Year* – Proposers should identify costs to the Ottawa County Transportation Agency to secure a maintenance and support contract for three (3) additional years (e.g., second through fourth years) of operation. The proposer’s policy for acquisition of future upgrades should be included.
- *Other Costs* – Any other cost not identified above should be identified and indicated by the vendor.

“Other project costs” will not be included in the evaluation of the costs in the review of proposals but must be identified in the cost proposal.

## **1.7 Disadvantaged Business Enterprise**

Please identify any participation in the project by disadvantaged business enterprises. Neither ODOT nor the Ottawa County Transportation Agency has established a project specific DBE goal for this acquisition. DBEs shall be given maximum opportunity to participate in contracting opportunities arising from this solicitation.

## **1.8 Contract**

### **1.8.1 Award of Contract**

The Ottawa County Transportation Agency anticipates award of a contract within forty-five (45) days after receipt of proposals. A Notice to Proceed will be issued on or about February 23, 2010.

### **1.8.2 Contract Type**

The Ottawa County Transportation Agency will enter into a firm, fixed price contract with the selected vendor.

## **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 Scheduling Software to Meet the Ottawa County Transportation Agency Needs – 30%
- Experience and Installation Base of the Proposer – 20%
- Technical Support – 20%
- Understanding of the Ottawa County Transportation Agency Needs – 20%
- Cost – 10%

## 1.10 Proposal Summary

### 1.10.1 Procurement Schedule

Advertisement of Request for Proposals	November 30, 2009
Deadline for Submission of Questions	December 17, 2009
Pre-Proposal Conference	December 18, 2009
Issuance of Response to Questions/Addenda	January 4, 2010
Proposals Due	January 8, 2010
Proposal Evaluation	January 11 - January 15, 2010
Interviews (if necessary)	January 18 - January 22, 2010
Contract Award	on or about February 23, 2009

### 1.10.2 Proposer's Checklist

In order to facilitate the submission of complete proposals, proposers should consider the following items in preparation of their submissions (this checklist is not required to be submitted with the proposal):

Pre-Submission:

- Request for proposals received and thoroughly read.
- Questions concerning the solicitation documents and project in general submitted to the Ottawa County Transportation Agency by December 17, 2009 (optional).

Technical proposal prepared including the following elements:

- Description of the proposer's understanding of the project.
- Technical description of the proposer's scheduling software.
- Description of the proposed implementation plan, including the identification of major milestones in the project.
- Quality assurance plan, including details on project management and staffing; quality control; maintenance, technical support, and upgrades.
- Description of the required training program necessary for the Ottawa County Transportation Agency to fully utilize the software

- Experience statement including a description the firm's history and user base, including a list of installed sites for each product offering with identification and contact information.
- Description of involvement by disadvantaged business enterprise, if any.

The following forms have been executed by an authorized official of the proposer and are included in the technical proposal:

- Acknowledgement of Receipt of Addenda (submit whether or not any addenda are issued).
- Affidavit of Non-Collusion
- Disadvantaged Business Enterprise Certification
- Debarment Certification
- Restrictions on Lobbying Certification

Cost proposal prepared including the following elements:

- Price Proposal Forms.

Proposal Submission:

- One original signature copy and four additional copies of the technical and cost proposal along with single copies of any samples, submitted by 5:00 P.M. on January 8, 2010.



## **2.0 Project Background**

### **2.1 Overview of the Transit System**

Ottawa County Transportation Agency operates demand responsive transportation and provides contract and general public transit services for Ottawa County and other counties in Northwestern Ohio. The system is managed from a central location in Oak Harbor, Ohio, where transit administration, customer service functions, eligibility and reservations, scheduling, and system dispatch functions are housed. The system operates a fleet of 22 vehicles.

### **2.2 Service Area**

The service area encompasses Ottawa County. In addition, the Ottawa County Transportation Agency provides transportation on a limited scheduled basis to Lucas, Seneca, Huron, Erie, Sandusky and Wood counties. Provision of these services means that system vehicles travel to destinations outside the Ottawa County service area. Common destinations include areas in all of northwest Ohio, including Toledo, Sandusky, and Fremont.

### **2.3 Response Time**

The Ottawa County Transportation Agency requests that reservations be made 24 hours in advance for in-county service and 1 week in advance for out of county service according to the system brochure. Occasionally, in an attempt to provide agency responsive service, the system will accept same day reservations if the schedule permits. Reservations are accepted between the hours of 7:00 A.M. and 3:00 P.M. Monday through Thursday. On Friday, reservations are accepted from 7:00 A.M. and 2:00 P.M. to accommodate weekend service scheduling. Trip reservations are accepted Monday through Friday.

Casual demand trip requests may not be available precisely at the requested pick-up time. Under these circumstances, customer service agents will negotiate the requested time of travel. While current written policies do not directly state trip negotiation policies, the system attempts to ensure that all negotiations are conducted within a +/- 15 minute window. This means if a passenger calls and requests a 2:00 P.M. pick-up time, the transit system may offer any time from 1:45 P.M. to 2:15 P.M.

### **2.4 Fares and Contract Rate Structure**

Ottawa County Transportation Agency has a fare structure for non-sponsored/general public trips taken on the system (Exhibit 1).

**Exhibit 1.**  
**Ottawa County Transportation Agency Fare Structure**

<b>Category</b>	<b>Fare Amount</b>
Within Ottawa County	\$3.50 per one-way trip
To Lucas, Seneca and Huron Counties	\$10.50 per one-way trip
To Erie, Sandusky and Wood Counties	\$5.50 per one-way trip

**Source: 2009 Ottawa County Transportation Agency Rider Guide.**

Contract rates, pursuant to ODOT policy, are based on a cost allocation methodology designed so that the system can capture the full costs of service provision. These rates are used in the provision of service on behalf of various agencies/organizations and funding partners in the Ottawa County service area.

Major contracting agencies include:

- Ottawa County Board of Mental Retardation and Developmental Disabilities
- Ottawa County Department of Job & Family Services
- Ottawa County Senior Resources
- The Area Office on Aging of Northwestern Ohio
- Luther Home of Mercy

## **2.5 Trip Purpose Restrictions**

Various contracting agencies will stipulate, as part of the terms and conditions of the contract, limitations on allowable trips that can be taken by the organization's clients. There are no limitations or restrictions on general public patrons of the system.

## **2.6 Hours and Days of Service**

Ottawa County Transportation Agency operates from 6:00 A.M. to 8:00 P.M. on Monday through Saturday. Service on Sunday operates from 6:00 A.M. to 6:00 P.M.

Service is not provided on scheduled holidays and in-service training days.

The Ottawa County Transportation Agency office is open Monday through Friday from 7:00 A.M. till 5:00 P.M. The office is closed on weekends.

## **2.7 Current Trip-Making**

The most recent service and operating data were collected to provide a contemporaneous overview of trip volumes. The March 2009 system report was utilized to track ridership. Additionally, projected full-year 2009 ridership data was obtained.

### 2.7.1 Services

Service provided by the Ottawa County Transportation Agency is depicted in Exhibit 3.

**Exhibit 3.  
Ottawa County Transportation Agency  
Service Provided, March 2009**

<b>Measure</b>	<b>March 2009 (Actual)</b>	<b>Full Year – 2009 (Projected)</b>
Total Number of Trips Requested	9,146	<b>109,752</b>
Trips Cancelled	1719	<b>20,862</b>
No-Shows	95	<b>1,140</b>
Denials	3	<b>36</b>
Trips Completed	7,331	<b>87,972</b>
Contract Trips	5,132	<b>61,584</b>
General Public Trips	2,199	<b>26,388</b>
Elderly & Disabled Trips	5,896	<b>70,752</b>
Elderly	1,056	<b>12,672</b>
Disabled	4,840	<b>58,080</b>
Total Service Miles	47,787	<b>573,444</b>
Total Service Hours	2,118	<b>25,416</b>

Source: Ottawa County Transportation Agency, March 2009.

### 2.8 Historical Service Delivery Patterns

The Ottawa County Transportation Agency has operated as a rural public transit system since January 2000. In 2008 the Ottawa County Transportation Agency provided 88,471 passenger trips and traveled 669,560 miles. Exhibit 6 provides a side-by-side comparison of the ridership and service data from the last three years.

**Exhibit 6.  
Historical Ridership and Service Data**

<b>Measures</b>	<b>2006</b>	<b>2007</b>	<b>2008</b>
Total Passenger Trips	85,792	84,320	88,471
Total Vehicle Miles	709,794	692,362	669,560
Total Vehicle Hours	32,062	32,568	30,199
Passenger per Vehicle Mile	0.12	0.12	0.13
Passenger per Vehicle Hour	2.68	2.59	2.93
Operating Cost per Vehicle Mile	\$2.08	\$2.27	\$2.46
Operating Cost per Vehicle Hour	\$45.97	\$48.10	\$54.24
Operating Cost per Passenger	\$17.18	\$18.60	\$18.66
Total Operating Expense	\$1,473,804	\$1,566,516	\$1,638,006
Trip Denials	93	65	47

Source: Ohio Department of Transportation (ODOT).

## 2.9 Vehicle Inventory and Utilization

The Ottawa County Transportation Agency fleet consists of twenty-four (24) vehicles, two (2) of which are service vehicles. It is noted that approximately five (5) vehicles provide out-of-county service on a daily basis. It is also noted that the three (3) vehicles provide service on Saturday and Sunday. The utilization of the twenty-four (24) vehicle fleet that are in revenue service Monday through Friday was charted to determine gaps in vehicle usage and operational peaks on normal operating days and does not account for seasonal variation in service (Exhibit 7).

### Exhibit 7. Vehicle Utilization

Time of Day (Mon. - Fri.)	Number of Vehicles
6:00am-9:00am	12
9:01am-noon	8
12:01pm-2:00pm	10
2:01pm-5:00pm	14
5:01pm-8:00pm	5

Source: Ottawa County Transportation Agency, June 2009.

Operational peaks occur between 6:00 A.M. and 9:00 A.M. and between 2:00 P.M. and 5:00 P.M. These are typically the hours when most work related trips occur for a rural transit system.

The highest number of vehicles used at any one time is nineteen (19). Using a spare ratio of twenty percent (20%) of the vehicle fleet, the system requires four (4) spare vehicles. This means there are four (4) vehicles which could be available to provide additional capacity/service if ridership demand increases.

## 2.10 Current Technology

### 2.10.1 Office Environment

The administrative office is located at 275 N. Toussaint South Road in Oak Harbor, OH. The office contains six offices and a conference room. Five of the six offices have workstations and the director uses a laptop.

Workstations: All workstations in the administrative office meet minimum specifications of having a 17-inch monitor, Ethernet network 10/100 card, 1GB RAM, 3.0GHz Pentium D CPU and 160 GB hard drive. All technology is managed on a lifecycle of 4 years for Workstations / Server and 5 years for Network Support Infrastructure. All critical systems are 1.5 years into their respective lifecycle. A standard suite of Office products

round out the software environment with Microsoft Office 2003 Standard on all workstations. All workstations are networked and managed by a Windows 2003 Server with Active Directory and protected by current Symantec AV tools. The network cabling infrastructure is Ethernet Cat 5 copper technology with plans for future Wireless Wi-Fi. As standard practice all technology is power protected by APC (UPS's) Uninterruptable Power Supplies support to permit orderly shut-down without data loss in the event of a prolonged loss of power.

The maintenance garage attached to the administrative facility. This building is part of the same network infrastructure via Fast Ethernet in support of one Desktop Workstation.

Internet access is provided by Fiber and handed off to the County. County provides Cisco integrated services Router firewall and St. Bernard web and content filtering to control and monitor the network. The network is supported through a third party vendor under contract to the Ottawa County Transportation Agency.

#### 2.10.2 Mobile Communications

Ottawa County holds an FCC license for a two-way radio network. All vehicles are equipped with mobile two-way radios. Additionally, the system has a limited number of cellular telephones that can be used when drivers perform weekend transportation.

#### 2.10.3 Voice Communication

The Ottawa County Transportation Agency has a ShoreTel VoIP phone system for all administrative offices and general use. A ShoreTel unified Messaging client integrated with Microsoft Outlook resides on all workstations to manage call volume through the call center and administrative office.

### **2.11 Current Practices and Procedures in Trip Reservation and Scheduling**

The current software for trip reservations is a PtMS. The system has some windows components such as computer assisted scheduling and manifest production.

#### 2.11.1 Client Database

The database is in PtMS. The client screen shows all the information needed to complete the trip such as name, address, date of birth. There are separate screens for emergency contact numbers and billing codes.

### 2.11.2 Reservations

Trip reservations are handled by as many as four individuals. There are three scheduler-dispatchers, and an operations manager. Each scheduler has separate job duties. The lead office worker who handles all Individual Service Plans (ISPs) for agency contracts to make sure drivers are trained in the individual's needs. Another responsibility is for keeping OCTA in compliance with agencies that we contract with for accreditations. The other scheduler's main duties are taking trip reservations and monitoring cancellations and no shows. The third scheduler is responsible for daily trip verification and agency billing. The operations manager substitutes for all schedulers and does all the daily manifest scheduling.

#### 2.11.2.1 Telephone System

Trip reservations are made primarily via telephone requests. Some agency transportation trip requests may be communicated to the system via facsimile transmission. The system has three separate trip reservation numbers, enabling toll-free communication for the public from all three counties. All three lines feed to the administrative office in Oak Harbor.

#### 2.11.2.2 Trip Reservation Process

Trip reservations are recorded manually. Typically, scratch pads will be used to record client name, location of the pick-up, requested destination(s), requested date of travel, requested time of travel, and other information, such as disability aides used, companions, personal care attendants (PCAs), etc. After completion of the telephone call, the staff will enter the information in the computer, schedule the trip, and assign it to a vehicle. For a same day request, the trip details will also be filled in on the day's master change sheet.

Trip reservation requests are confirmed after they are entered into the computer by call-backs. Negotiations for pick-up and drop-off times are done at this time, if needed. All return trips are scheduled at this time. The system is capable of maintaining routine standing order trips. All schedules are maintained up to date for an advanced two week period.

Same day trip requests are accepted but are not guaranteed. An on-time performance goal of a +/- 15 minute window is also used for these trips; that is, pick-up times should be no more than 15 minutes earlier or later than the same day scheduled pick-up time.

Trip reservations are entered throughout the day until 3:00 PM Monday thru Thursday and 2:00 PM on Friday. The next day's schedules are printed at 3:00 PM and handed out to the drivers.

### 2.11.3 Cancellations

The system permits trip cancellations up to two hours before the scheduled pick-up time. When an individual calls in to cancel a same day trip, the reservationist will enter the cancellation in the computer and mark the customer as a cancellation. The reservationist will then radio or use a cellular telephone to call the driver and notify him/her of the trip cancellation.

### 2.11.4 Where's My Ride?

Inquiries about late arrivals, etc., may occasionally come into the system. When such calls are received, the reservationist will look the trip up in the computer. After locating the assigned run, the agent must then communicate over the radio or cell phone to obtain an updated status of ETA.

### 2.11.5 PCAs/Companions

Personal Care Attendants (PCAs) are permitted to ride, at no charge, with the passenger provided the PCA has the same origin and destination as the customer. Escorts are also permitted to ride on a fare paying basis. The system can track PCA's in the client database.

### 2.11.6 Scheduling

All trips are scheduled by each scheduler at the time the trip is entered into the computer. The schedule is a constant work in progress. It changes by the minute. The base for the schedule is the routine standing order trips. Each morning the operations manager assigns vehicles to the trips a week in advance. Considerations must be made as to which drivers are available due to vacations or other days off. The schedulers then begin to work from this schedule.

The scheduler will manually scan established runs seeking open slots that are geographically compatible with the trip under consideration. Once a suitable slot has been found, the scheduler will assign the vehicle to the run. There is also an interactive scheduler in the software that may be utilized at this time.

Once all trips have been assigned for the day the scheduler prints the manifests. Manifests are then placed in the driver's in-box. A copy of the master list is printed for the operations manager and the nightly on call person.

### 2.11.7 Dispatching

Dispatching involves communicating same day requests to the appropriate driver/run, noting late cancellations and no-shows, and inquiries generated from “where’s my ride” requests. There is no direct or active oversight/control of the revenue fleet.

## **2.12 Post Trip Passenger Accounting/Performance Evaluation**

Following a day of revenue service, all manifests are delivered to the administrative office for post trip data entry. Actual pick-up, drop off-times, and mileages are recorded into the software. At this time the computer picks up the billing codes per trip and invoices are being built. All invoices are processed with Quickbooks using the data collected by the computer.

Operating data for each run can be sent to Excel to allow input into spreadsheets for any type of data collection/analysis. This data then is used for system performance evaluations and reporting.

## **2.13 Objectives for this Project**

### 2.13.1 Overview

The Ottawa County Transportation Agency seeks to continue to expand and improve its transportation operations while maintaining or increasing efficiency and customer service/satisfaction measures in service delivery. Specific areas of improvement sought in the implementation of automated scheduling and dispatch software include:

- Windows based Graphic User Interface (GUI)
- Automated Trip Verification

### 2.13.2 Windows Graphic User Interface (GUI)

Our current PtMS Scheduling & Dispatching software is a MS DOS based program that is very cumbersome. Our goal is to obtain a Windows XP compatible system that is more user friendly.

### 2.13.3 Automated Trip Verification

Currently all service is verified manually by entering time and miles per trip into our database. This is very time consuming and susceptible to errors. Our goal is to have equipment on each vehicle that interfaces with our database and provides automated trip verification at the time of the trip. It is also our goal to have the trips verified by GIS coordinates versus mileage.



OCTA expects that mobile data computers will be introduced into our system at the same time as any software upgrades. The equipment should be able to allow drivers to perform the following functions:

- Update odometer readings in real time.
- Update the time of arrival/departure in real time.
- Update the status of a trip/rider in real time (Onboard, cancel, no show).
- Update fares and donations received for later reconciliations in real time.
- Access GPS routing from the current position to the next destination.
- Receive text messages from scheduling/dispatching.

### **3.0 Technical Specifications**

#### **3.1 General Overview**

The Ottawa County Transportation Agency seeks to improve the efficiency and effectiveness of its transportation services consistent with the objectives established in Section 2.13.

#### **3.2 Technical Specifications**

##### **3.2.1 GIS and Mapping Functions.**

###### **3.2.1.1 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 the seven Ohio counties of Ottawa, Sandusky, Erie, Wood, Huron, Seneca and Lucas Counties. Additional maps shall be provided, at additional cost, to ensure that all geographic locations served by the Ottawa County Transportation Agency are included. This area will encompass most of northwestern Ohio.

Mapping capabilities and the dispatcher's abilities to identify approximate current locations, based on last known point in the schedule, is considered essential by the Ottawa County Transportation Agency. The Ottawa County Transportation Agency 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.

### 3.2.1.2 GIS Functionality

The software must incorporate GIS capabilities and allow user access to map views of the service area; individual routes or runs, and/or bus stops; specific street address; or other specified user-defined zoom levels.

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. The Ottawa County Transportation Agency desires that the software be capable of:

- providing geographically based query functions
- displaying census or other demographic/socio-economic data in thematic layers to assist staff better understand area characteristics

System shall be capable of exporting data and graphic images in other software platforms. If the software is limited to basic mapping functions, then data shall be exportable to standard GIS software enabling external GIS analyses. System shall be capable of printing maps to system printers or other devices (plotters, etc.).

### 3.2.1.3 Map Features and Attributes

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

Base maps should contain current attributes on street segments, addressing, 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 and zones.

System shall provide methods of allowing user editing of the base map to add new streets, change municipal boundaries, define incomplete address ranges (if they exist), etc.

GIS functionality shall include ability to develop overlays or coverages of municipal, census tracts, or block groups and zip code boundaries.

As noted in Section 2 of the RFP, the Ottawa County Transportation Agency defines various fare zones. GIS functionality shall include ability to define service-based zones, such as fare zones, etc.

System shall permit definition and display of physical features that act as barriers to transportation.

System shall be capable of defining and displaying point files, indicating system time-

points, bus stops, major intersections, major transfer points, and major destinations of travel, or other points of interest.

#### 3.2.1.4 Geocoding

Service area map shall contain definitions of street segment name and address ranges. System shall have full geocoding capability allowing the Ottawa County Transportation Agency to enter an address and locate the address on the map. System shall be capable of handling various abbreviations 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.

#### 3.2.1.5 Distance Computation

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

#### 3.2.1.6 Graphical Display of Trips

For any trip reservation, system shall be capable of providing, using the GIS capabilities of the software, a map image of the trip origin and/or destination.

#### 3.2.1.7 Client Database

##### 3.2.1.7.1 Existing Client Database

As the Ottawa County Transportation Agency maintains a current client database, the selected proposer, as soon as practical after notice to proceed, shall be responsible for importing PtMS data into the proposer's software in order to complete the client database elements required for use in scheduling, trip assignment, and reporting.

##### 3.2.1.7.2 Database Attributes

Client database shall be capable of providing a full range of data elements for each client in the system. Information should include full identification, address, contact, third party/emergency contacts, disability status, mobility aides used, program affiliation, and third party contract payee options.

The Ottawa County Transportation Agency will not define the required fields nor dictate the format for data to populate the client database fields. Vendor shall be responsible for

providing a fully functional client file suitable to transit system needs.

### 3.2.2 Trip Reservations

#### 3.2.2.1 Real Time Trip Details Entry

System shall permit trip booking while Ottawa County Transportation Agency personnel are on the phone 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 (see Section 3.2.4.4).

System shall permit Ottawa County Transportation Agency reservation staff to access client records by entering client last name, telephone number, or other ID number. Current protocols involve booking trips using client 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.

#### 3.2.2.2 Default and Common Pick-Up Address

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

#### 3.2.2.3 Client Trip Destinations

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.

#### 3.2.2.4 Pick-Up Time and Allowances

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

#### 3.2.2.5 Advance Reservations

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.

#### 3.2.2.6 Standing Order Trip Entry

System shall be capable of accepting standing orders. System shall permit day of the week type travel dates and monthly calendar based travel date, (e.g., first and third Wednesday of each month).

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

Systems shall permit Ottawa County Transportation Agency personnel to “turn off,” on a temporary basis, a client’s standing order. System shall permit entry of both a start date and end date of the time period when the client will not take the standing order trip.

#### 3.2.2.7 Trip Reservation Editing

System shall provide means for Ottawa County Transportation Agency personnel 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 Ottawa County Transportation Agency policies on trip cancellations. System shall maintain a cancellation record, by client, to facilitate management of cancellation policies.

#### 3.2.2.8 Suspended Service

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.

#### 3.2.2.9 Personal Care Attendants, Companions, and Escorts

System shall be capable, during the course of the reservation entry process, of allowing customer service agents to add personal care attendants and companions to the trip order.

#### 3.2.2.10 Fare Computation

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

### 3.2.3 Scheduling

#### 3.2.3.1 Automated Batch Scheduling

System shall be capable of scheduling, in batch mode on a next-day basis, all reservations for a designated travel day. Scheduling should be based on the actual street network in the Ottawa County Transportation Agency 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.

#### 3.2.3.2 Subscription Trips

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.

#### 3.2.3.3 Unscheduled Trips

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

#### 3.2.3.4 Same Day Trip Orders

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.

When a same day order is accepted and assigned to a run (or unassigned run is assigned to a run), it is imperative that the system shall be capable of dynamically updating the remaining scheduled pick-ups and drop-offs on the run’s schedule. This functionality is essential to the Ottawa County Transportation Agency.

#### 3.2.3.5 Schedules

System shall be capable of producing schedules, by run, in chronological order, indicating projected arrival time of Ottawa County Transportation Agency 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.

#### 3.2.3.6 Validation/Violations

System shall have internal validation controls to ensure that schedules do not violate schedule and work rules. Additionally, system shall have capacity to evaluate overall travel time for individual passengers to ensure that system travel time limitations are not exceeded.

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

#### 3.2.3.7 Manual Override

System shall provide the capability of Ottawa County Transportation Agency scheduling staff to manually move trips after schedule development. When such overrides are made, the system shall be record and time-stamp the override action in the trip record (or in an associated database) in order to a historical account of changes to the original (booked) reservation.

#### 3.2.3.8 Labor Rules

System shall be capable of scheduling trips to established runs taking into account Ottawa County Transportation Agency labor rules on work hours, breaks, and employee work hours.

#### 3.2.3.9 Vehicle Assignment

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 have the capability of assigning vehicles to zones or counties.

#### 3.2.3.10 Editing Schedules

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 maintain the integrity of existing reservations on the same run. If system generates a range of alternatives, the system shall present alternatives in rank order with the highest ranked alternative indicating the “best” selection.

#### 3.2.3.11 Dynamic Update of All Schedules

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.

#### 3.2.3.12 Unscheduled Trips

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.

### 3.2.4 Dispatching

#### 3.2.4.1 Access to Dispatch Information

Systems shall allow dispatchers access to run itineraries based on run number, vehicle number, or client name. System shall be capable of displaying the run number, number of passengers on the run, scheduled arrival time, estimated time of arrival and any special circumstances. Information displays should associate with the time of day (*e.g.*, 10:00 A.M. events are displayed at the top of the list window when the dispatcher makes queries at 10:00 A.M.).

#### 3.2.4.2 Cancellations/No-Shows

System shall be capable of allowing dispatchers to process late cancellations (cancellations received after system policy time) and no-shows.

#### 3.2.4.3 Same Day Reservation Changes/Add-Ons

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).



#### 3.2.4.4 Service Emergencies

System shall be capable of identifying runs when a vehicle is pulled from service due to an emergency. Dispatcher shall have the capability to dynamically re-schedule all trips impacted by this service emergency.

#### 3.2.4.5 Removal of Vehicles from Service

If the dispatcher is advised that a vehicle is not fit for revenue service, system shall be capable of programming a vehicle substitution on the affected run(s).

### 3.3 System Parameters

System shall have capability for user specified settings that govern the scheduling process.

Vendors should specify the range of parameters that can be user set and how the vendor will assist the transit system in the initial setting of these parameters to ensure maximum scheduling efficiency in daily operations.

### 3.4 Reports

#### 3.4.1 Standard Reports

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

#### 3.4.2 Ad-Hoc Reports

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.

### 3.5 Hardware

The proposer shall specify necessary hardware to effectively create an optimal computing environment and document additional hardware and software necessary for installation at our location. The Ottawa County Transportation Agency will acquire all necessary hardware through local government procurement options. The vendor, as soon as practical after notice to proceed, shall provide a complete list of technical specifications

for computer hardware that will generate best performance in the software's runtime environment.

## **4.0 Quality Assurance Plan**

### **4.1 Project Manager**

#### **4.1.1 Designation of 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 the Ottawa County Transportation Agency for all business matters concerning the purchase, customization, installation, testing, and training phases of this project.

Ottawa County Transportation Agency 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**

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

#### **4.2.2 Current Version**

Ottawa County Transportation Agency requires the proposer to offer the latest, tested release version of each software product/module included in this proposal.

#### **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.

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**

The Ottawa County Transportation Agency County requires that the successful proposer to warrant the software product(s) offered to perform as described in the proposal response for a period of three (3) years after date of acceptance.

### **4.4 Technical Support**

#### **4.4.1 Scope**

The Ottawa County Transportation Agency 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:

- Phone and email support with service technician/engineer during all normal administrative business hours maintained by the Ottawa County Transportation Agency
- 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 Ottawa County Transportation Agency, after notice of award, to 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, the Ottawa County Transportation Agency 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 Ottawa County Transportation Agency Office Location**

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

### **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 the Ottawa County Transportation Agency, in writing, of the readiness of the system installation for testing.

The vendor may stage installation to best ensure compatibility of all integrated scheduling products.

### **4.5.3 Testing**

Upon notification of that the system is ready for testing, the Ottawa County Transportation Agency and the vendor will schedule a date for performance testing. During this period, the Ottawa County Transportation Agency will operate, with respect to paratransit scheduling software, in dual mode. The Ottawa County Transportation Agency will continue to use its current method for actual scheduling of paratransit trips. For other software, testing shall commence when notified by the vendor that the software is ready for testing.

### **4.5.4 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.

### **4.5.5 Testing Period**

The Ottawa County Transportation Agency shall operate in test mode for a minimum of one week, up to a maximum of 30 days, during the testing period. During this time, the Ottawa County Transportation Agency shall compile a list of issues, bugs, software glitches, etc. that shall be the responsibility of the vendor to correct during an additional 30-day period.

#### 4.5.5.1 Errors, Corrections, and Fixes

If, after transit system testing, software does not perform to specifications or vendor representations, vendor shall be given 30 days after notification of the problem to remedy the issue.

#### 4.5.5.2 Final Testing

Upon satisfactory fix of all software bugs, integration problems, etc., the Ottawa County Transportation Agency will again commence a final testing period to verify that the vendor has addressed the identified problems.

#### 4.5.6 Acceptance

After final testing is completed to the satisfaction of the Ottawa County Transportation Agency, the Project Manager will issue a letter of acceptance to the vendor.

### **4.6 Training**

#### 4.6.1 General

Vendor shall be required to train Ottawa County Transportation Agency staff to proficiency on all software products offered. All training shall be conducted at Oak Harbor, Ohio office of the transit system and all training schedules shall be coordinated with the Ottawa County Transportation Agency project manager.

#### 4.6.2 Training Program

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

#### 4.6.3 Computer Hardware for Training

It shall be the responsibility of the Ottawa County Transportation Agency to provide the computers necessary for the selected vendor to provide all “hands-on” modules of software training.

#### 4.6.4 Class Size

Vendor shall examine the Ottawa County Transportation Agency's organization charts to assess the potential number of staff who will be required to attend vendor training on the various software products.

#### 4.6.5 Training on Ancillary Software

If the complete system offered by the vendor relies on third party software, it shall be the responsibility of the vendor to provide training, in structure and in content, on that software equal to that provided for its own 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.

### **4.8 Payment Procedures**

The Ottawa County Transportation Agency will issue progress payments to the vendor based on successful accomplishment of major milestones. Proposers shall indicate a proposed schedule for payments, linking payment milestones to specific elements contained in the implementation section of their proposal. This "payment schedule" must be part of proposal submittal.

## **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 Respondents 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 Ottawa County Transportation Agency representatives are not binding.

#### **5.1.2 Late Proposals/Modifications or Withdrawals**

Proposals received after the deadline designated in this proposal document shall not be considered and shall be returned unopened. Proposals may be withdrawn or modified prior to the proposal opening. All such transactions must be submitted in writing and received prior to the proposal opening.

#### **5.1.3 Proposals Binding**

All proposals submitted in accordance with the terms and conditions of this RFP shall be binding upon the Proposer for sixty (60) calendar days after the proposal opening.

#### **5.1.4 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.

#### **5.1.5 Disclaimer of Liability**

The Ottawa County Transportation Agency will not hold harmless or indemnify any Contractor for any liability whatsoever.

#### **5.1.6 Hold Harmless**

The Contractor agrees to protect, defend, indemnify and hold The Ottawa County Transportation Agency, 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, suites, 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.

#### 5.1.7 Governing Law

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Ohio.

#### 5.1.8 Anti-Discrimination Clause

No respondent 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.

#### 5.1.9 Conditional Proposals

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

#### 5.1.10 Cancellation of Contract

5.1.10.1 The Ottawa County Transportation Agency 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 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 Ottawa County Transportation Agency.

5.1.10.2 The Ottawa County Transportation Agency may terminate any contract resulting from this procurement, in whole or part, whenever the Ottawa County Transportation Agency shall determine that such termination is in the best interest of the Ottawa County Transportation Agency. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance under the contract is terminated, and the date upon which such termination becomes effective. In the event of any termination, the Ottawa County Transportation Agency shall pay the agreed rate

only for services delivered up to the date of termination. The Ottawa County Transportation Agency has no obligation to the Contractor, of any kind, after the date of termination. The Contractor shall deliver all records, equipment, and materials to the Ottawa County Transportation Agency within seven (7) days of the date of termination.

#### 5.1.11 Subletting of Contract

The contract derived from this RFP shall not be sublet except with the written consent of the Ottawa County Transportation Agency. No such consent shall be construed as making the Ottawa County Transportation Agency a party to such subcontract, or subjecting the Ottawa County Transportation Agency 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 the Ottawa County Transportation Agency must be approved by the Ottawa County Transit Board.

#### 5.1.12 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 Ottawa County Transportation Agency.

#### 5.1.13 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.

#### 5.1.14 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.

#### 5.1.15 Equal Opportunity

The Contractor will at all times abide by the equal opportunity provisions of the Civil Rights Act of 1964 as amended.

#### 5.1.16 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.

#### 5.1.17 Acceptance/Rejection of Proposals

The Ottawa County Transportation Agency 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, the Ottawa County Transportation Agency reserves the right to award or reject any portions of the proposed system.

#### 5.1.18 Lack of Funds

Should the Ottawa County Transportation Agency fail to appropriate funds for this contract, said contract shall be terminated, at no charge to the Ottawa County Transportation Agency, when existing funding is exhausted. In such instance, the Ottawa County Transportation Agency will provide thirty (30) days advanced notification to the Contractor.

#### 5.1.19 Protest Procedure

Any dispute/protest resulting from the procurement of this proposal or the process leading up to the procurement of this proposal shall be brought to the attention of the Transportation Director, in writing not more than five (5) days after the award of said contract. The Transportation Director will respond in writing to the complaint, if necessary.

#### 5.1.20 Disadvantaged Business Enterprise:

The Ottawa County Transportation Agency adheres to all FTA Disadvantaged Business Enterprise requirements. The Ottawa County Transportation Agency currently has a FTA DBE Goal of 10 percent of USDOT assisted contracting opportunities.

#### 5.1.21 Buy America

The Contractor shall comply with applicable Buy America requirements set forth under the requirements of Section 165(a) of the Surface Transportation Act of 1982 and the applicable regulations in 49 CFR Part 661, as amended.

#### 5.1.22 Severability

In the event any provision of the contract is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provisions of the contract and each provision of the contract will be and is deemed to be separate and severable from each other provision.

#### 5.1.23 Conservation

The selected Contractor shall recognize 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 (42 USC Section 6321 et seq).

#### 5.1.24 Environmental Violations

For all contracts and subcontracts in excess of \$100,000, the selected Contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR Part 15) which prohibits the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The selected Contractor shall report violations to Federal Transit Administration (FTA) and to the US EPA Assistant Administrator for Enforcement (EN0329).

#### 5.1.25 Interest of Members of or Delegates to Congress

No member of or delegate to the Congress of the United States shall be admitted to any share or part of the contract or to any benefit arising there from.

#### 5.1.26 Cargo Preference

46 U.S.C. 1241(b)(1) and 46 CFR Part 381 impose cargo preference requirements on the shipment of foreign made goods, requirements therein apply to the contract arising from this procurement.

#### 5.1.27 Davis Bacon Act and Copeland Act

The selected Contractor shall comply with the provisions under the Davis Bacon Act (40 USC 276a to a 7) as supplemented by the Department of Labor regulations (29 CFR, Part 5). The Contractor shall also comply with the provisions under the Copeland "Anti Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3).

#### 5.1.28 Publication, Reproduction, and Use of Material

No custom material produced in whole or in part under the contract shall be subject to copyright or patent in the United States or in any country. The Ottawa County Transportation Agency, ODOT, and the Federal Transit Administration (FTA) shall have authority to publish, disclose, distribute and otherwise use, in whole or in part, any custom materials prepared under the contract.

#### 5.1.29 Debarred, Suspended, or Ineligible Contractors

The Proposer certifies by submission of a response to this RFP (proposal), that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, State, or local department or agency.

#### 5.1.30 Independent Price Determination

The Proposer certifies by submission of a response to this RFP (proposal) that it has not colluded, conspired, connived, or agreed, directly or indirectly, with any proposer or person to refrain from proposing, and further, that it has not in any manner, directly or indirectly sought by agreement, collusion, communication, or conference, with that of any person, to fix the proposal amount herein or that of any other Proposer, or to fix the proposal amount herein or cost element of said proposal amount, or that of any other proposer, or to secure any advantage against the Ottawa County Transportation Agency or any person interested in the proposed contract.

#### 5.1.31 Lobbying Restrictions

The Proposer certifies by submission of this RFP that:

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

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

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

#### 5.1.32 FTA National ITS Architecture Policy on Transit Projects

The contract assures that products provided under this contract have been developed and conform to all applicable provisions of Section VI, “Project Implementation,” of FTA Notice, “FTA National ITS Architecture Policy on Transit Projects, 66 FR 1455, et. seq., and other FTA policies that may be issued in connection with any ITS project it undertakes

#### 5.1.33 Term of Payment

The Contractor shall submit an invoice based on the vendor’s proposed payment scheduled submitted with the proposal and as negotiated with the Ottawa County Transportation Agency to contract execution. Payment will be conditioned upon successful completion, to the Ottawa County Transportation Agency’s satisfaction, of all applicable work necessary to consider a project milestone complete. Payment by the Ottawa County Transportation Agency will be made within sixty (60) days of receipt of an approved invoice and a fully executed Ottawa County Transportation Agency voucher.

## **6.0 Proposal Forms and Certifications**

### **6.1 Required Forms**

#### **6.1.1 Certification of Receipt of Addenda to the Request for Proposal**

All persons or firms submitting a proposal in response to this RFP must certify receipt of any addenda issued by the Ottawa County Transportation Agency under this solicitation.

#### **6.1.2 Price Proposal Form**

##### **6.1.2.1 Required Forms**

All proposals must be accompanied, under separate sealed envelope, the required price proposal forms contained in this RFP. Refer to Section 1.0 for specific submittal instructions. The Price Proposal Form contains specific categories that must be submitted by the proposer for purposes of price evaluation by the Ottawa County Transportation Agency. If a particular cost item is included as part of the price proposal for another item, the proposal shall so state.

##### **6.1.2.2 Additional Items**

If a proposer determines that a specific or integral component of their offer is not specifically identified on the Ottawa County Transportation Agency price proposal form, the proposer shall list the item under “Other” to ensure a complete price proposal is submitted by the vendor.

##### **6.1.2.3 Electronic Format**

This proposal and related forms are available in electronic format from the Director, of the Ottawa County Transportation Agency. Requests for documents in electronic format are not subject to the communication limitations set forth in Section 1.4.1. Telephone, e-mail, or written requests shall be accepted any time during the advertising period.

### **6.2 Required Certifications**

Forms for each required certification are contained in this Request for Proposal and are required for a proposal to be considered responsive to these specifications.

- 6.2.1 Affidavit of Non-Collusion
- 6.2.2 Disadvantaged Business Enterprise (DBE) Certification – Non Vehicle Purchases
- 6.2.3 Debarment Certification
- 6.2.4 Restrictions on Lobbying Certification
- 6.2.5 Buy America Certification
- 6.2.6 Special Provisions for Projects Financed Under the American Recovery and Reinvestment Act



**Certification of Receipt of Addenda to the Request for Proposal**

Failure to submit this form in a properly executed manner will result in the bid/proposal being found non-responsive and rejected. This certification required for all procurements.

Acknowledgement of Receipt of Addenda

The undersigned hereby acknowledges receipt of the following addenda to the above referenced RFP:

Addendum Number: \_\_\_\_\_, dated: \_\_\_\_\_

Addendum Number: \_\_\_\_\_, dated: \_\_\_\_\_

Addendum Number: \_\_\_\_\_, dated: \_\_\_\_\_

Name of Individual, Partnership or Corporation:

\_\_\_\_\_

Address:

\_\_\_\_\_

Name of Authorized Person:

Signature:

\_\_\_\_\_

Title of Authorized Person:

Date:

\_\_\_\_\_

**Failure to submit this form in a properly executed manner will result in the bid/proposal being found non-responsive and rejected. This certification required for all procurements.**

## Price Proposal Form

Vendors should complete the following form and submit with their proposals. Proposers may replicate this form and add details provided the basic cost headings specified below are included.

ITEM/Description	Base Cost	Vendor Explanation/Substitution.
<b>Software</b>		
Scheduling System Software license for The Ottawa County Transportation Agency Application		
Other Software Products (list individually):		
<b>Data Acquisition/Conversion</b>		
GIS/Map Sourcing/Enhancement Costs		
Other		
<b>On-Site Direct Costs</b>		
Installation		
Implementation ("Go live")		
Follow-Up Site Visit		
Additional (Hourly or Daily Rate)		
<b>Training Costs</b>		
Staff Training Costs		
<b>Technical Support</b> ( <i>Proposers must specify exactly what is covered, e.g., software upgrades, on-site support, remote access support, etc.</i> )		
Included in Initial Contract (Describe)		
Annual or Ongoing Fees (Describe)		
Other Maintenance Fees (Describe)		
<b>Subtotal</b>		
<b>Total Cost</b>		

**Proposers should document recommended hardware on a separate sheet in their proposal.**

**Affidavit of Non-Collusion**

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

- (1) That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidder having corporation authority to sign on its behalf (if the bidder is a corporation);
- (2) That the attached bid or bids have been arrived at by the bidder 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 bid designed to limit independent bidding or competition;
- (3) That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids, and;
- (4) That I am not on the Comptroller General's List of Ineligible Contractors.
- (5) That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

Signed:

\_\_\_\_\_

Firm:

\_\_\_\_\_

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_ 20 \_\_\_\_

Proposer's Federal Employer Identification No.. \_\_\_\_\_  
(As used on employer's quarterly Federal Tax Return)

**Disadvantaged Business Enterprise (DBE)  
Certification – Non Vehicle Purchases**

Policy: It is the policy of the U.S. Department of Transportation and the Ohio Department of Transportation that DBE's as defined in 49 CFR Part 23 as amended, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal and/or state funds under the agreement which results from the Purchaser's acceptance of the proposer's offer. Consequently, the DBE requirements of 49 CFR Part 23, as amended, apply to that agreement.

DBE Obligation: The bidder/contractor agrees to ensure that DBE's as defined in 49 CFR Part 23, as amended, 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 which results from the Purchaser's acceptance of the proposer's offer. In this regard, all bidders/contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23, as amended, to ensure that DBE's have the maximum opportunity to compete for and perform contracts. Bidders/contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of Department of Transportation assisted contracts.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

**Failure to submit this form in a properly executed manner will result in the bid/proposal being found non-responsive and rejected. This certification required for all procurements except for those in which motor vehicles are being purchased.**

**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING  
DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

The Primary Participant, \_\_\_\_\_ (major third part Bidder), certifies to the best of its knowledge and belief, that it and its principals:

- A. Are not presently debarred, suspended, proposed for Debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- B. 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 commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted 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 B of this certification; and
- D. 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 Primary participant is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

**The primary participant, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understand that the provisions of 31 U.S.C. Sections 3801 *et seq.* are applicable thereto.**

\_\_\_\_\_  
**Signature and Title of Authorized Official**

**The undersigned chief legal counsel for the \_\_\_\_\_ hereby certifies that the \_\_\_\_\_ has authority under state and local law to comply with the subject assurances and the certification above has been legally made.**

\_\_\_\_\_  
**Signature of the Applicant's Attorney**

\_\_\_\_\_  
**Date**

**CERTIFICATION OF LOWER TIER PARTICIPANTS  
REGARDING DEBARMENT, SUSPENSION, AND  
OTHER INELIGIBLE AND VOLUNTARY EXCLUSION**

The Lower Tier Participant (potential third party Bidder, or potential subcontractor under a major third party contract), \_\_\_\_\_, certifies, by submission of this proposal, that neither it nor its principals are presently debarred suspended, proposed for Debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

**The lower tier participant, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understand that the provisions of 31 U.S.C. sections 3801 et seq. Are applicable thereto.**

\_\_\_\_\_  
**Signature and Title of Authorized Official**

The undersigned chief legal counsel for the \_\_\_\_\_ hereby certifies that the \_\_\_\_\_ has authority under state and local law to comply with the subject assurances and the certification above has been legally made.

\_\_\_\_\_  
**Signature of Applicant's Attorney**

\_\_\_\_\_  
**Date**

SPECIAL PROVISIONS FOR PROJECTS FINANCED UNDER  
THE AMERICAN RECOVERY AND REINVESTMENT ACT (RECOVERY ACT)

Vendor: \_\_\_\_\_

Project # \_\_\_\_\_

The \_\_\_\_\_ (ODOT Subrecipient) and \_\_\_\_\_ (Vendor) agree that the following provisions apply to American Recovery and Reinvestment Act of 2009 (Recovery Act) funds authorized under Pub. L. 111-5, February 17, 2009, and agrees to comply with the requirements thereof, except to the extent \_\_\_\_\_ and \_\_\_\_\_ determine otherwise in writing:

- 1 Identification of Project(s). The Project or Projects for which Recovery Act funding is provided are set forth in the ODOT subrecipient application and reflected in the Approved Project Budget.
- 2 Federal Requirements. In addition to applicable Recovery Act statutory and regulatory requirements, the Vendor agrees that applicable requirements of 49 U.S.C. chapter 53 apply to federally assisted transit projects financed with Recovery Act funds and the Recovery Act funding, except that the Federal share of the costs for which any Grant is made under this heading shall be, at the option of ODOT, up to 100 percent.
- 3 U.S. OMB Provisions. The Vendor agrees to comply with applicable provisions of U.S. Office of Management and Budget, "Requirements for Implementing Sections 1512, 1605, and 1606 of the American Recovery and Reinvestment Act of 2009 for Financial Assistance Awards," 2 C.F.R. Part 176, 74 Fed. Reg. 18449 *et seq.*, April 23, 2009. Specifically, the Vendor acknowledges and agrees to comply with the following provisions:

(1) Reporting and Registration Requirements under Section 1512 of the Recovery Act.

(a) This award requires the Vendor to complete projects or activities which are funded under the Recovery Act and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

(b) The Vendor agrees to submit the requisite reports no later than End of Business on the 2nd calendar day after each calendar quarter in which it receives the Federal assistance award funded in whole or in part by the Recovery Act.

(c) The Vendor agrees to maintain, and to require its sub contractors to maintain, current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active projects funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.

(d) The Vendor agrees to report the information described in section 1512(c) of the Recovery Act using the reporting instructions provided by ODOT.

SPECIAL PROVISIONS FOR PROJECTS FINANCED UNDER  
THE AMERICAN RECOVERY AND REINVESTMENT ACT (RECOVERY ACT)

Vendor: \_\_\_\_\_

Project # \_\_\_\_\_

(2) Buy America Requirements under Section 1605 of the Recovery Act. Statutory provisions of 49 U.S.C. Chapter 53 impose Buy America requirements sufficient for compliance with Section 1605 of the Recovery Act

(3) Wage Rate Requirements under Section 1606 of the Recovery Act. Statutory provisions of 49 U.S.C. Chapter 53 impose Wage Rate requirements involving construction, alteration, maintenance, or repair sufficient for compliance with Section 1606 of the Recovery Act.

(4) Recovery Act Transactions Listed in Schedule of Expenditures of Federal Awards and Vendor Responsibilities for Informing Subcontractors.

(a) To maximize the transparency and accountability of funds authorized under the Recovery Act as required by Congress and in accordance with 49 C.F.R. § 18.20 or 49 C.F.R. § 19.21, as applicable, the Vendor agrees to maintain records that identify adequately the source and application of Recovery Act funds.

(b) A Vendor covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Vendor agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) The Vendor agrees to separately identify to each subcontractor, and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When the Vendor awards Recovery Act funds in addition to other federal funds on the same project, the Vendor agrees to furnish sufficient information to each subcontractor that distinguishes the sub-awards of incremental Recovery Act funds from other sub-awards under the existing project.

(d) The Vendor agrees to require each subcontractor to include on its SEFA information to specifically identify Recovery Act funding similar to the requirements for the Vendor SEFA described above. This information is needed to allow the Vendor to properly monitor subcontractor expenditure of ARRA funds as well as oversight by FTA, DOT, Offices of Inspector General and the Government Accountability Office.



SPECIAL PROVISIONS FOR PROJECTS FINANCED UNDER  
THE AMERICAN RECOVERY AND REINVESTMENT ACT (RECOVERY ACT)

Vendor: \_\_\_\_\_

Project # \_\_\_\_\_

- 4 One-Time Funding. The Vendor acknowledges that receipt of Recovery Act funds is a “one-time” disbursement that does not create any future obligation by the subrecipient to advance similar funding amounts.
  
- 5 Integrity. The Vendor agrees that all data it submits to the subrecipient in compliance with Recovery Act requirements will be accurate, objective, and of the highest integrity.
  - 6 Violations of Law. The Vendor agrees that it and each of its subcontractors shall report to the U.S. DOT Inspector General or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, subrecipient, subcontractor, or other person has submitted a false claim under the False Claims Act, 31 U.S.C. §§ 3729 *et seq.*, or has committed a criminal or civil violation of law pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Recovery Act funds.
  
  - 7 Further Requirements. The Vendor agrees to comply with applicable future Federal requirements that may be imposed on the use of Recovery Act funds.

Vendor Name: \_\_\_\_\_

Vendor DUNS # \_\_\_\_\_

Print Name of Authorized Signature: \_\_\_\_\_

Authorized Signature for Vendor: \_\_\_\_\_

Date: \_\_\_\_\_

Item(s) Purchased: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_