

RCTB RICHLAND COUNTY TRANSIT BOARD

19 N. Main St.

419-774-5684

Mansfield, Ohio 44902

REQUEST FOR PROPOSAL

Computer-Aided Dispatch / Automatic Vehicle Location (CAD/AVL) System

PROJECT TITLE

RFP 23-01

PROPOSAL NUMBER

TABLE OF CONTENTS

Legal Notice.....	3
Instructions to Offeror	4
Supplemental Instructions to Offeror	11
Specifications for CAD/AVL System	12
Required Content	19
Proposal Evaluation.....	20
Standard Form of Agreement	23
General Conditions	26
Supplementary Conditions.....	32
Required Federal Clauses	33
Appendix A: Forms, Affidavits and Certifications	43
• Offerors Checklist	
• Proposal Forms (Reference, Experience, Response)	
• Cost Proposal for the Computer-Aided Dispatch/Automatic Vehicle Location (CAD/AVL) System	
• Vendor Acceptance	
• Affirmative Action Certification for Equal Employment Opportunity	
• Delinquent Personal Property Tax Affidavit	
• Non-Collusion Affidavit	
• Non-Discrimination and Equal Employment Opportunity Affidavit	
• Ineligible Contractor's Certification	
• No Obligation by the Federal Government	

LEGAL NOTICE

Notice to Offerors

AD DATE
July 17, 2023

The Richland County Transit Board (RCTB) is seeking offers from qualified vendors to provide, implement, and support replacing its current Computer Aided Dispatch/Automated Vehicle Location (CAD/AVL), Automated Voice Announcements (AVA), Real-Time Passenger Information (RTPI) Systems, and support services in accordance with specifications, which will be available in the RCTB office, 19 N. Main Street, Mansfield, Ohio 44902, or online at <https://www.rcrpc.org/rctb-rfp>.

The term of the contract shall be a base period of two (2) years with an option to extend the contract, including all licensing, maintenance, and support services for up an additional three (3) years. The successful offeror will be required to replace RCT's current Computer Aided Dispatch/Automated Vehicle Location (CAD/AVL), Automated Voice Announcements (AVA), and Real Time Passenger Information (RTPI) Systems with an integrated technology system. Automatic Passenger Counters (APCs) are not included as part of the scope of work; however, the system must be able to capture and report passenger boardings (ridership).

The Richland County Transit Board will receive proposals at the RCTB office, 19 N. Main Street, Mansfield, Ohio 44902, until 4 P.M., on Thursday, August 17, 2023. Proposals received after that time will not be accepted. The proposal must be signed by a responsible officer of the company and submitted in a sealed envelope marked Computer-Aided Dispatch/Automatic Vehicle Location (CAD/AVL) System, as specified in the RFP.

A contract will be awarded on the basis of ORC Section 307.862 Competitive sealed proposals procedure.

Second Notice: Tuesday, August 1, 2023

Online at: <https://www.rcrpc.org/rctb-rfp>.

INSTRUCTIONS TO OFFEROR

1. Receipt of Proposal/Proposal Opening

All offerors shall submit a complete, sealed proposal following the procedure outlined in this Request for Proposal to the Richland County Transit Board, 19 North Main Street, Mansfield Ohio 44902 no later than Thursday, August 17, 2023 at 4:00 p.m. All sealed proposals received after this time and date, for any reason, will be rejected.

2. Legal Framework

The RCTB is a public entity, as provided for in the Ohio Revised Code. This Request for Proposal (RFP) is issued under the provisions of the Ohio Revised Code (ORC) Sections 307.86 to 307.92. All proposals submitted in response to this RFP shall comply with Ohio law. The laws of the State of Ohio will govern any disputes arising under this RFP and subsequent contract.

This procurement will be funded in part using funds from the Federal Transit Administration, and all pertinent federal regulations will be applicable

3. Preparation and Submission of Proposal

By submitting a proposal, the offeror shall be held accountable to know all terms, conditions, and specifications under which this RFP will be performed. This includes, but is not limited to, the contents of all RFP documents, applicable laws and regulations, including the Required Federal Conditions, and the characteristics of any inside/outside delivery sites.

Each proposal shall be submitted in a clearly marked **sealed envelope or container** showing the company name, company address, RFP number, proposal title, and the date and time of the proposal opening. **Offerors shall submit one (1) signed "Original" and one (1) identical electronic copy** of all proposal materials on a USB flash drive. Oral, emailed or faxed proposals are unacceptable.

The offeror shall **submit all other documents or materials required in the proposal instructions** with the proposal, **including the Offeror's Checklist** and all documents noted on the checklist.

*Allow time for delivery, if mailing. Proposals must be **received by** 4 p.m. (EST), Thursday, August 17, 2023.

All RFPs must be mailed* or delivered to:

Richland County Transit Board
19 North Main Street
Mansfield Ohio 44902

The offeror shall submit the RFP using the prescribed forms. All blank spaces for proposal process shall be filled in, in ink or typewritten.

Each proposal shall contain the following RFP documents signed by the legally authorized company representative: all forms, affidavits and certifications

Late proposals - Sealed proposals received after the specified date and time will be considered late and will not be opened.

Pre-Proposal Conference – Offerors are invited to participate in an optional Pre-Proposal Conference to be held via Zoom videoconference at 2:00 p.m. on **Monday, July 24, 2023**. The link to attend is: <https://us06web.zoom.us/j/89166602418> with Passcode: 583620. Responses to all questions received during the Pre-Proposal Conference, along with any received via email by 5:00 p.m. on Tuesday, August 1, 2023, will be issued in an Addendum, no later than 5:00 p.m. on **Friday, August 4, 2023**. Times referenced in this RFP reflect EST.

Facility Tour - Any vendor that would like to request a facility tour must contact Jean Taddie at 419-774-6396, or via jtaddie@rcrpc.org.

Anticipated Schedule of Activities

- | | |
|--|---------------------------------|
| • RFP solicitation released | July 17, 2023 |
| • Vendor facility tour | Upon request |
| • Pre-proposal virtual conference | July 24, 2023 |
| • Deadline for submission of written questions | August 1, 2023 by 5:00pm (EST) |
| • Deadline for response to written questions | August 4, 2023 by 5:00pm (EST) |
| • Deadline for Submission of Proposals | August 17, 2023 at 4:00pm (EST) |
| • RCTB Review of Proposals | August 18 – 22, 2023 |
| • Interviews Finalists | August 30 – September 6, 2023 |
| • Contract Awarded | September 13, 2023 |
| • Beginning of Service | October 2023 |

Materials - All materials in the RFP will become the property of the RCTB and may be returned only at the RCTB's discretion. Pursuant to Ohio Revised Code Section 307.862 (C), in order to ensure fair and impartial evaluation, proposals and any documents or other records related to a subsequent negotiation for a final contract that would otherwise be available for public inspection and copying under section 149.43 of the Revised Code shall not be available until after the award of the contract.

Signature of Offerors - The firm, corporate, or individual name of the offeror must be signed in ink in the blank spaces provided for signatures on the RFP documents. In the case of a corporation, the title of the officer signing must be stated and such officer must be thereunto duly authorized and the seal of said corporation duly affixed. In the case of a partnership, the signature of at least one of the partners must follow the firm name, using the term "member of the firm". In the case of an individual, use the terms "doing business as" or "sole owner". When the offeror is a firm, the representative signing the firm's name shall also state the names of the individuals composing the firm. If the offeror is a corporation, the representative signing for the corporation shall state under the laws of which State the corporation is chartered.

Notice of Award- Each proposal shall contain the address to which notice of the award of the contract may be mailed or delivered by the RCTB.

4. Proposal Alterations/ Addenda Prior to Proposal Opening

No alterations or exceptions to the specifications contained herein are permitted by the contractor unless an addendum is issued by the Richland County Transit Board to all offerors that have received an RFP.

During the proposal process, the RCTB may furnish to offerors addenda covering changes, additions or deletions to the RFP documents. Addenda shall become part of the contract documents. The RCTB reserves the right to postpone the proposal opening to issue addenda.

Any prospective offeror shall request an explanation, interpretation or answer regarding the RFP process or specifications in writing by 5:00 p.m. on August 1, 2023 which is 16 days prior to the proposal opening date and time. Contact information is provided below.

- (1) Regular mail or personal delivery to Richland County Transit Board:
ATTN: Jean Taddie
19 N. Main Street
Mansfield, Ohio 44902
Telephone: (419) 774-6396
- (2) Fax to:
Jean Taddie
Richland County Transit Board
Fax: (419) 774-5685
- (3) Email: jtaddie@rcrpc.org

The offeror shall submit said written request no later than sixteen (16) days prior to the proposal opening date and time. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective offeror concerning the RFP prior to proposal opening shall be furnished promptly to all other prospective offerors as an addendum, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to other prospective offerors.

A copy of the questions submitted and RCTB's response to the questions shall be posted as an addendum on the RFP webpage: <https://www.rcrpc.org/rctb-rfp>.

Offerors are responsible for monitoring the website at <https://www.rcrpc.org/rctb-rfp> for any updates pertaining to the RFP. The RCTB will not be held responsible for any further communication beyond updating the website.

5. Brand Names/Substitutions

The contract documents may identify items that are proprietary products or has referenced a particular trade name, manufacturer's catalog or model number. This reference shall be interpreted as establishing a standard of quality only. This reference should not be construed as excluding proposals on other equal types of materials, equipment or supplies.

During the RFP period, an offeror may submit a written request that any item not specifically identified in the RFP documents be considered as an equal substitution to that specified item, provided such submittal is made in a sufficient time for issuance of an addendum to the RFP documents. The offeror shall submit said request for substitution to the Richland County Transit Board no later than sixteen (16) days prior to the proposal opening date. The request for substitution, shall include, but is not limited to, pertinent product literature and/or samples of materials as required by the RCTB. If the RCTB accepts the offeror's request for substitution, it shall issue an addendum giving notice of the acceptance of said substitution to all offerors in accordance with the provisions of Section (4) Proposal Alterations and Addenda.

A copy of the questions submitted and RCTB's response to the questions shall be posted as an addendum on the RFP webpage: <https://www.rcrpc.org/rctb-rfp>.

The RCTB reserves the right to be the final authority on the acceptance or rejection of any proposed substitution.

6. Procedure for Ranking of Proposals/Award of Contract

RCTB will open proposals that it receives in a manner that prevents the disclosure of contents of competing offers to competing offerors.

The RCTB shall rank each timely submitted proposal that is responsive to all material proposal specification using the following factors and criteria. The factors and criteria are listed in order of relative importance, with the first listed factor as being the most important:

- a. Proposed System, Services, and Technical Approach – 35%
- b. Cost – 25%
- c. Implementation and Project Management Plan – 15%
- d. Experience and Qualifications of the Project Team – 15%
- e. References – 10%

The RCTB, if necessary, may conduct discussions with offerors for the purpose of ensuring full understanding of, and responsiveness to, the requirements specified in the request for proposals, and accord fair and equal treatment with respect to any opportunity for discussion with offerors to provide any clarification, correction, or revision of proposals.

If the RCTB determines that discussions as described above are necessary, the RCTB shall avoid disclosing any information derived from proposals submitted by competing offerors during those discussions

The RCTB may negotiate with the offeror who submits the proposal that the RCTB determines is the most advantageous to the RCTB based on the rankings performed by the RCTB and including any adjustment to those rankings based on above-described discussions.

The RCTB shall conduct negotiations with only one offeror at a time.

Except as provided below in these Instructions to Offerors, the RCTB shall award a contract as provided herein.

7. Contractor's Qualifications

The RCTB may make such investigation as they deem necessary to determine the ability of the offeror to perform the contract, and the offeror shall furnish to the RCTB all such information and data for this purpose as may be requested.

The RCTB will consider the following offeror qualifications:

- Ability of firm and project team to perform the requirements included in the Scope of Work
- Firm's solution and associated services
- Project approach
- Implementation and project management plan
- Proposed project team members and subcontractors

- Number of years in the industry
- Has a satisfactory record of past performance
- Able to certify that they are not on the Federal Government's Excluded Parties List of debarred and ineligible contractors
- Is qualified and eligible to receive the award according to applicable laws and regulations

The offeror shall submit a completed Experience Record with the proposal. The references shall include the following information: Company Name, Company Address, Contact Name, Phone Number, and Project performed for the Company.

8. Withdrawal of Proposal

Offerors may withdraw their proposals at any time prior to the award of the contract.

9. Award of Contract

The RCTB may award a contract to the offeror whose proposal is determined to be the most advantageous to the RCTB, taking into consideration the evaluation factors and criteria developed by the RCTB, and set forth in the request for proposals. The RCTB may award a contract in whole or in part to one or more offerors. The RCTB shall include a written statement in the contract file stating the basis on which the award is made. The RCTB shall send a written notice to the offeror to whom it wishes to award the contract and shall make that notice available to the public. Within a reasonable time period after the award is made, the RCTB shall notify all other offerors that the contract has been awarded to another offeror.

10. Waiver of Technical Deviations

The RCTB may waive any minor infractions of the instruction to offerors, immaterial deviations from the RFP, or any technical deviations from the RFP that do not affect proposal amount or give an offeror an unfair competitive advantage.

11. Rejection of Proposals

The RCTB reserves the right to reject any proposal in which the offeror takes exception to the terms and conditions of the RFP; fails to meet the terms and conditions of the RFP, including but not limited to, the standards, specifications, and requirements specified in the RFP; or submits prices that the RCTB considers to be excessive, compared to existing market conditions, or determines exceed the available funds of the RCTB.

The RCTB may conduct discussions with offerors who submit proposals for the purpose of clarifications or corrections regarding a proposal to ensure full understanding of, and responsiveness to, the requirements specified in the RFP.

12. The following RFP documents shall be signed by the legally authorized representative, if applicable, and submitted prior to the execution of the agreement:

- a. Affirmative Action Certification
- b. Non-Discrimination and Equal Employment Opportunity Affidavit
- c. Non-collusion Affidavit
- d. Personal Property Tax Affidavit
- e. Copy of Certificate of Insurance: Proof of Coverage
- f. Copy of the Bureau of Workers' Compensation Certificate
- g. Certification of Compliance with FTA Clauses

- h. Certification Regarding Lobbying
- i. Ineligible Contractor Certification
- j. No Obligation of the Federal Government

13. Vendor Acceptance

The Offeror shall submit a signed Vendor Acceptance form and submit with your proposal. The Vendor Acceptance form must be signed by a legally authorized representative.

14. Termination of Negotiation

The RCTB may terminate negotiations with an offeror at any time during the negotiation process if the offeror fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith. If the RCTB terminates negotiations with an offeror, the RCTB shall negotiate with the offeror whose proposal is ranked the next most advantageous to the RCTB, according to the factors and criteria developed by the RCTB.

15. Public Records

In order to ensure fair and impartial evaluation, proposals and any documents or other records related to a subsequent negotiation for a final contract that would otherwise be available for public inspection and copying under section 149.43 of the Revised Code shall not be available until after the award of the contract.

16. Cancellation or Extension

The RCTB reserves the right to cancel this solicitation or extend the Proposal Due Date and time, by written Addendum, at any time prior to the set Proposal Due Date and time, or in the event only a single proposal or no proposals are received. If a Proposer pursues a protest or a request for reconsideration, its proposal is deemed extended until RCTB executes the Contract, or until the protest or request for reconsideration is withdrawn by the Proposer.

17. Reissue of Request for Proposal

The RCTB may reissue an RFP if any of the following apply:

- The supplies or services offered through all of the proposals submitted to the RCTB are not in compliance with the requirements, specifications, and terms and conditions set forth in the RFP.
- The prices submitted by the offerors are excessive compared to existing market conditions or exceed the available funds of the RCTB.
- The RCTB determines that award of a contract would not be in the best interest of the RCTB.

18. Protests

RCTB policy requires that all prospective contractors be accorded fair and equal consideration in the solicitation and award of contracts. To that end, any interested party shall have the right to protest alleged inequities in the procurement process and to have its issues heard, evaluated and resolved administratively as required and in accordance with Chapter VII, Sec. 1.b. of Federal Transit Administration (FTA) Circular 4220.1 F which addresses protests where federal funds are involved. "Interested party" is defined as an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or by failure to award a contract.

Timing of Protest

A protest must be filed within five (5) business days of the award of a contract or notice of apparent successful proposer/bidder, whichever is sooner.

Basis of Protest

Protests must be based on the following criteria:

1. A matter of bias, discrimination, or conflict of interest
2. Non-compliance with procedures described in the procurement documents
3. Error in computing scores

Protest Form and Content

1. Protests must be in writing
2. Protests must be addressed to the Contracting Officer
3. Protests must clearly articulate specific grounds for the protest and include supporting documentation
4. Protests must include proposed remedy

Protest Procedure

A protest must be filed with the Contracting Officer, Jean Taddie, within five (5) business days of the award of a contract or notice of apparent successful proposer/bidder, whichever is sooner. Upon receipt of a timely written protest, the Contracting Officer will consider the protest in accordance with established procedures and issue a written decision within five (5) business days stating the reasons for the action taken and informing the allegedly aggrieved vendor (Protesting Vendor) of his/her right to appeal the decision.

Appeal Procedure

An appeal must be filed within five (5) business days of the Contracting Officer's decision. The Contracting Officer or his/her designee will consider the appeal and issue a written decision within five (5) business days informing the Protesting Vendor of his/her right to further appeal the decision. In the event the Protesting Vendor elects to continue the appeal process, a request for a second appeal must be filed within five (5) business days of the decision of the first appeal. The RCTB and general counsel will consider the appeal and issue a written decision within ten (10) business days. The decision of the second appeal will be final and conclusive.

Record of Protest

Upon receipt of a protest and appeal, if applicable, the Contracting Officer shall establish a separate file in which a complete record of the protest shall be maintained. The file shall constitute a separate portion of the overall procurement file. The procurement protest file shall include reasonable and adequate documentation of the protest and outcome of the protest. Protest file documentation should be proportional to the size and complexity of the protest.

Exhausted Administrative Remedies

A Protesting Vendor may not commence litigation prior to exhausting all administrative remedies. Failure to exhaust all administrative remedies shall constitute an absolute waiver of the Protesting Vendor rights, if any, to commence litigation.

SUPPLEMENTAL INSTRUCTIONS TO OFFEROR

1. **Federal Clauses** All applicable federally mandated contract provisions are incorporated in this contract. The offeror shall signify their agreement to these provisions by completing and submitting the applicable certifications.
2. **Offeror's Checklist**
Use the Offeror's Checklist (see Exhibit A) to verify you are submitting the required exhibits and certifications.
3. **Response Form**
The proposal forms for REFERENCES, EXPERIENCE and RESPONSE must be submitted with the proposal on the proposal form supplied or on company letterhead, and signed by a legally authorized representative.
4. **Pricing**
Submit a Cost Proposal using the Cost Quote form that is provided in Appendix A of this RFP.

SPECIFICATIONS FOR COMPUTER AIDED DISPATCH/AUTOMATIC VEHICLE LOCATION (CAD/AVL)/SYSTEM

Overview

Richland County Transit Board (herein “RCTB”) is soliciting proposals from qualified vendors to provide, implement, and support replacing its current Computer Aided Dispatch/Automated Vehicle Location (CAD/AVL), Automated Voice Announcements (AVA), Real-Time Passenger Information (RTPI) Systems, and support services. The system must be able to capture ridership/boardings at the route level. The purpose of this RFP is to define RCTB’s minimum requirements, solicit proposals for the project, and gain adequate information by which RCTB’s may evaluate available products and services offered by contractors.

Background

Richland County Transit is the designated public transportation provider for the Mansfield, Ohio urbanized area (UZA) and operates fixed-route bus and ADA complementary paratransit services for Richland County, serving the cities of Mansfield and Ontario and portions of Madison Township. The Richland County Transit Board (RCTB), comprised of seven appointed members, is the governing body for Richland County Transit. The mission of the RCTB is to provide safe, clean, reliable, efficient, and courteous transportation service for the transit users of Richland County. Although governed by an independent Board, Richland County Regional Planning Commission (RCRPC) has provided oversight for RCTB since 1978.

The RCRPC, established in 1959, addresses issues ranging from infrastructure to zoning across jurisdictions and political boundaries within Richland County. The Commission employs a staff of professionals and technicians to undertake a variety of programs and projects, including, community development; land use planning; transit planning; and transportation planning (MPO). The commission provides administrative services for the RCTB. Oversight of the transit agency is provided by the Commission’s Transit Development Manager.

Fixed Route Bus Service

The service currently provides nine routes to approximately 140 designated stops, with a peak pull-out of nine vehicles. The agency operates under a “flag stop” model but is considering/planning for a transition to a designated bus stop model concurrent with the timing of this project. The service is provided five days per week, 255 days a year. The service traditionally operates from 7:00 a.m. – 6:30 p.m. (Monday-Friday). Evening and weekend service is not provided. Operating hours and frequency vary by route. RCT offers 30-minute frequency in high-use corridors and 60-minute frequency in most other corridors. RCT currently provides approximately 17,500 annual revenue hours of service. RCT’s annual ridership (pre-pandemic) was 183,181. In fiscal year 2022 (January 1, 2021 through December 30, 2022), RCT’s annual ridership was 104,834.

RCT currently maintains a fleet of 19 revenue vehicles including six heavy-duty buses and 13 light transit vehicle (LTV) shuttles. Work related to this project will be performed on 19 vehicles (see full list of revenue/project vehicles below).

Vehicle Year	Vehicle Model	Quantity
2010	Gillig 29ft Low-Floor Diesel Bus	2
2019	Gillig 29ft Low-Floor Diesel Bus	1

2021	Gillig 29ft Low-Floor Diesel Bus	3
Vehicle Year	Vehicle Model	Quantity
2011	E450 Cutaway	2
2013	E350 Cutaway	1
2016	Eldorado National E450 Cutaway	3
2017	Champion E450 Cutaway	5
2023	Superduty E450 Cutaway	2
	Total:	19

ADA Complementary Paratransit Service

ADA complementary paratransit service is provided through RCT's Dial-a-Ride program. Service operates within a one-mile radius of a fixed bus route. Trips must originate and end inside the service area. Advance reservation through RCT's central dispatch office is required, and operational hours are congruent with fixed route bus service. RCT currently utilizes Ecolane Evolution as its scheduling and dispatch software platform. The LTV shuttles referenced above are used in the delivery of both fixed route and ADA complementary paratransit services.

Facilities

Facility assets include the Stanton Transit Center located at 74 S. Diamond Street and the Maintenance and Operations Facility located at 232 N. Main Street. The RCRPC Office is located in close proximity to RCT facilities at 19 N. Main Street. All facilities are situated in downtown Mansfield.

Onboard Equipment

An inventory of onboard technology equipment and in-office software for RCT's fixed-route service is presented below.

Technology Solution	Manufacturer	Date Employed
Automated Voice Annunciation System (AVAS)	Adaptive Ride Systems	Audio system included in vehicle procurement; integration with Doublemap CAD/AVL System occurred October 2019
Mobile Data Terminal	Samsung Tablet	October 2019; contract for hardware and support expires January 2024
Exterior Destination Sign	Luminator Technology Group	Included with vehicle procurement
Interior Passenger Advisory Sign		
Farebox	Diamond - Manual Drop-box	Installation occurred post-delivery, prior to the release of the vehicle into revenue service
Two-way Radio	Kenwood	New equipment installed March 2023
Video Surveillance System	247 Surveillance	Each vehicle is equipped with at least 6 camera units; equipment upgraded 2017
Computer-Aided Dispatch/Automatic Vehicle Location (CAD/AVL) System	Ride Systems	October 2019; contract for hardware and support expires January 2024

Technology Solution	Manufacturer	Date Employed
Video Surveillance Viewing Software	247 Surveillance Live	Software update occurred in 2017 during the equipment upgrade

Scope of Work

RCT intends to replace and expand its current Computer Aided Dispatch/Automated Vehicle Location (CAD/AVL), Automated Voice Announcements (AVA), and Real Time Passenger Information (RTPI) Systems with an integrated technology system. As referenced, Automatic Passenger Counters (APCs) are not included in the scope of work; however, the system must be able to capture passenger boardings (ridership) by rider type including adult, elderly, disabled, and student at the route level; stop level is desired.

RCT is currently engaged in a 10-Year Transportation Development Plan (TDP). The planning effort is slated to conclude with a final report before December 30, 2023. A comprehensive set of recommendations for enhanced/revised technology solutions will be included as part. RCT is seeking a CAD/AVL System that can scale to accommodate future technology enhancements and service changes over a ten-year period. Additionally, transition to a dedicated bus stop model in the near-term (1 to 2 years) is under consideration.

RCT is seeking an integrated system solution, as specified in this Scope of Work, to reflect its service orientation and meet the following objectives:

- Improve dispatch operations
- Improve reporting
- Improve customer communications
- Provide detailed route information for planning purposes

Being cognizant of implementation phases and priorities for RCT and its customers, features have been grouped into two categories: “core” and “optional”. Ideally, the system shall be able to deliver all the functionality and features. This includes supporting core functionality from the outset. Optional functionality may be provided on a defined longer-term roadmap. Optional features are desired functionality, and RCT may choose to deploy them as needed. Optional items are clearly identified as such. These specifications define the functional, performance, installation, integration, and project implementation requirements for the deployment of this project for RCT.

RCT desires a hosted solution that is accessible and will integrate and/or replace existing technology systems as referenced:

Onboard Systems

- A single onboard vehicle control unit (VCU) to provide all onboard ITS functionality
- Automatic voice annunciation system (AVA)
- Integration with existing interior and exterior signage for route and stop level information and service alerts
- Wireless Local Area Network (WLAN) bulk data communications
- Ability to capture ridership/boardings by rider type at the route level
- Single point logon
- Bus and operator performance data collection
- Utilization of cellular real-time data communications

- Idle monitor for improved efficiency (optional)
- Event data recorder for accidents and last stop data (optional)
- Voice radio system integration (optional)

Central Systems

- Computer aided dispatch and automatic vehicle location (CAD/AVL) to monitor and manage the fixed route fleet
- Operational reporting system
- Route level ridership processing and reporting; stop level preferred
- Data Management system to support the management of all onboard data
- Bulk data management transfer to and from the fleet
- Real-time data communications
- Real-time detour and alert management
- Backend support and reporting for vehicle idling (optional)
- Backend support and reporting for accidents and last stop data (optional)

Wayside Systems

- General Transit Feed Specification static feed (GTFS) output
- General Transit Feed Specification Real-Time feed (GTFS-RT) output
- API
- Real-time passenger information – RCT web site integration
- Real-time passenger information – mobile application (optional)

Data shall be the property of and immediately available to the RCTB. The functionality of the system and requirements of the Contractor are detailed below.

System Components

- **Software:** The Contractor shall provide all IT software, including third party COTS (commercially off-the-shelf) software (OS, database and other utilities/tools required by the Contractor to meet this specification). Software applications shall run fully in the user context and shall not require elevated permissions or administrative permissions on the desktop. Software applications should support role-based security.
- **Licensing:** The Contractor shall include sufficient Contractor software licenses to support simultaneous users of a maximum of up to ten users. Contractor shall provide any licenses necessary for RCTB or approved third party vendors to access the data monitored by or generated by the fixed-end system at no additional cost. The interface shall be through a database or API.
- **Onboard/Support Equipment:** All onboard equipment shall be designed to support the life of the vehicle. The Contractor may attempt to reuse existing equipment where possible. The Contractor shall provide (or integrate with) the following:
 - Equipment modules, cables, mounting hardware and connectors designed to withstand the full range of operating environments found in the areas in which they are to be installed and do not interfere with the operation of existing onboard equipment. Antenna(s) to support GPS, WLAN, and cellular shall be installed in consultation with and at the direction of RCTB.

- Vehicle Control Unit (VCU) that is embedded or external to the GPS receiver. The VCU shall include an embedded or external audio amplifier to drive audio to the interior speakers and that will not malfunction or corrupt due to any voltage fluctuation or power interruption. The Contractor shall provide details on the capability to remotely configure the VCU with data updates and software. The VCU shall turn on automatically when the vehicle power is turned on, and shall shut down at an agency configurable time after the vehicle power is turned off. In addition to automatic updates through the WLAN bulk data transfer facility, the VCU shall be locally updatable by connecting a laptop computer or USB flash stick or other memory device. The local update process shall be simple, well-documented and shall require connection to the VCU and ideally fully automatic or at most a simple menu to select an update. The local data retrieval process shall be simple, well-documented and shall require connection to the VCU and ideally be fully automatic or at most a simple menu to select the data and copy.
- Operator Control Unit (OCU) that is connected to the VCU. The OCU shall use a touch screen, backlit display, readable by the vehicle operator from the seated position under a full range of ambient illumination conditions. A single point log-in for operators configurable to RCT credentials (operator ID and existing run information) is desired. The OCU shall provide continuous feedback on current schedule and route adherence. The system shall generate alerts to the dispatch center for schedule and route adherence violations.
- Interior Signage Integration – The system must **integrate** with the existing interior signs.
- Exterior Destination Signage Integration – The system must **integrate** with the exterior destination signs. The headsign system shall interface with the onboard VCU. Operators shall be able to manually control (override) the headsign from the OCU.
- Automated Vehicle Announcements (AVA) - The Contractor shall provide an AVA system that meets or exceeds all Americans with Disabilities (ADA) requirements found in 49 CFR Parts 37.167 and 38.35. The VCU shall provide the AVA functionality onboard the vehicle. The AVA shall provide audible and visual announcements to the interior of the vehicle. After a valid vehicle operator logon, the VCU shall automate the AVA and require no vehicle operator interaction to make audible and visual announcements for the duration of the associated block. The following audible and visual announcements, at minimum, shall be provided:
 - Next stop
 - Stop request
 - Public service announcements at specific stops, specific locations that are not stops, periodically and randomly or any combination of these as established by the RCTB
 - Date and time (visual annunciation only)
- **Real Time Data Communications:** The Contractor must be able to integrate with the current cell provider. The current cellular provider is Verizon Wireless, but could change based on future needs. The system shall be capable to transmit the following minimum set of data in real-time to the central system:
 - Location data (latitude, longitude, heading, speed)
 - Route adherence status

- Schedule adherence data
- Start of trip data
- Time sync
- Database version information
- Ridership data

The software shall process data messages in the order they are received or based on their associated priorities to be defined by the RCTB.

- **Real-Time Passenger Information:** The system shall provide a tabular view of all real-time passenger information (arrival/departure predictions and alerts) for RCT. The Contractor is responsible to integrate the real-time passenger web interface to RCT's existing website and to accommodate, as best as possible, the same look and feel. The system shall allow a person using a personal computer, or web-based personal mobile device to visit a publicly accessible web address to select a route, direction and stop, and in response receive the current predicted arrival time from the prediction software at the initiating device. The system shall provide the ability to display route, stops and real-time vehicle location of the vehicle on a web-based map display.
- **CAD/AVL Central System:** CAD/AVL shall be a client/server solution for performance and support local computers and remote access by mobile computers. CAD/AVL shall log all dispatcher activity and data received from the fleet and make it available for historical reporting. The System shall monitor all fixed route vehicles that are currently powered-on and all operational data associated with the vehicle and vehicle operator. System shall receive and store latitude and longitude information stamped with date, time, vehicle, operator, run, route, trip information from vehicles. RCT staff should have the ability to create and manage real-time detours and customer alerts, and have the ability to send the information to buses, passenger information signs, and GTFS-RT. Features of the central station should include the following:
 - Dispatch log-in supported at various work stations
 - Maps: Base maps shall support the simultaneous display of multiple layers. System shall have functional integrations with Google Maps, OpenStreetMap, HERE Maps, and/or other commercial map products for the base maps – the subscription for which shall be included in Contractor's proposal.
 - Operator logon verification desired
 - Route and schedule adherence tracking
 - Headway management: The Headway display shall provide visualization of vehicle position along the route, current vehicle state (early, normal, late) and current headway adherence. The display shall provide the ability to view multiple routes on a single display.
 - Vehicle display replay
 - Public announcements
 - Emergency alarm handling
 - Vehicle idling reports (optional)
 - Event management and incident reports (optional)
 - Emergency alarm handling (optional)
- **Central Reporting System:** The Contractor shall provide a web-based solution for data captured by the system. Contractors shall provide details in their proposal related to operational, ridership, driver behavior, and NTD reports that are offered and degree to which they can be configured. As

part of the technical scope, proposers shall include a sampling of three (3) reports demonstrating the availability and presentation of data from the system. One report should demonstrate ridership by rider type and/or fare media. All reports shall have the capability to export information in text-based format for further analysis and processing.

- **API:** The CAD/AVL system shall provide a perpetual and royalty-free API such that RCT and designated third parties have the right to create new applications for the use of the CAD/AVL data.
- **General Transit Feed Specification:** The CAD/AVL system shall export a static GTFS feed upon request, compliant with the most recent GTFS standard. The static GTFS feed shall merge data into a single feed, based on the requested start and end dates for the export. The Contractor shall be responsible for creating and maintaining GTFS-Realtime feeds to transmit real-time departure and arrival times, as well as service alerts for use in Google Maps, mobile applications (such as Transit App) and Mobility as a Service (MaaS) solutions.
- **Data Management Solution:** The Contractor shall provide a data management tool to set all onboard configurable items identified in this RFP. The Contractor is responsible to initialize the configuration of the system including routes, stops, audio, text, import and use of the schedule data, and configuration to deliver the functionality requested in this specification.
- **Hosting:** It is RCT's desire to have the CAD/AVL system hosted by the Contractor or at a third-party hosting facility, in order to provide 24/7/52 operations support including system backup and recovery and general system maintenance. Candidates shall include detailed descriptions of the proposed hosting facility in their proposal.
- **Training and Ongoing Support:** The Contractor shall provide a comprehensive Training Program that includes initial and ongoing training for all users. Initial training shall start prior to deployment and be completed prior to the commencement of final acceptance testing. Please outline the ongoing customer/technical support that would be provided to RCTB through the term of the contract.
- **Documentation:** The Contractor shall provide all documents, manuals, and printed materials necessary for the effective operation of the systems. The documents provided shall be hard copies and also provided in an electronic version. A Systems Administrator's Manual, Reporting Manual, and Operator Manual or similar are desired.

Testing and Acceptance

The System shall complete two test phases including, a Sample Fleet Test and System Acceptance Test (SAT). The Contractor shall work with the RCTB to define successful acceptance criteria for the aforementioned test phases.

Warranty

The Contractor shall provide one year of warranty for all proposed hardware and software. Optionally, the contractor shall provide 4, one-year options for extended hardware and software warranty. The proposer may also describe the other types of services offered to assist with the management and usage of the proposed systems to ensure that maximum benefit is received by RCT. This may include system maintenance services or other professional services.

As described in Public Law 115232 section 889, the RCTB is prohibited from expending funds on telecommunications equipment purchased by the Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Proposers are required to provide verification of compliance with the referenced in the Cost Proposal form.

REQUIRED CONTENT

RCTB would like to encourage proposers to describe and illustrate how their solution can be configured and implemented to meet RCT's current goals and future needs. Proposers must provide the information listed below **in addition to** the required forms/documents outlined in the RFP. Any material deviation from these requirements may cause rejection of the proposal, as determined at RCTB's sole discretion. The content should include:

- Cover Letter
- Table of Contents
- Executive Summary of Offeror's Capabilities and Skills
- Overview and Summary
- Qualifications of Project Team
- References
- Description of Solutions and Services (to include technical specifications and functionality of core components referenced under the detailed Scope of Work)
- Warranty and System Maintenance
- Implementation and Project Plan

Proposers shall ensure the following (high priority) items are included in the detailed Descriptions of Solutions and Services:

- **NTD Reporting:** Proposers should confirm ability to assist RCTB with NTD Certification for 2025 (mandatory certification year). If so, provide a listing of transit agencies in which assistance has been provided and describe the process.
- **Flag Stops:** As referenced, RCT currently allows flag stop boardings and alightings on its fixed route service. This means that the route is defined but customers may flag the bus at any safe location along the route for service. This is a visual acknowledgement between the customer and the operator (e.g., the customer waves at the approaching bus to request service). Alightings are managed the same way, the customer onboard the bus requests a drop-off point from the operator. RCTB is considering/planning a transition to a designed bus stop model in the near term. However, a full transition will not be realized until after the revised CAD/AVL solution is in place. Please address the following elements of your proposed solution for supporting data collection and reporting for flag stop boardings and alightings on an interim basis, in advance of/during a transition to the revised, designated bus stop model:
 - What is your experience with your solution on routes that utilize flag stops?
 - What key challenges have you addressed in the past to support flag stop service data collection and reporting?
 - How will boardings and alighting for flag stops be documented by your solution?
 - What part of this data attribution is automatic and what requires manual or exception processing?

- How will your solution report on flag stops? For a given flag boarding/alighting, what data will be collected and reported?
- How will this data be presented via user friendly reporting functions?

PROPOSAL EVALUATION

Process

A Project Evaluation/Selection Committee (“the Committee”) will be established to oversee the evaluation and scoring of proposals. The Committee reserves the right to reject any or all submittals, to waive any irregularities in submittals, and to negotiate scope with one or more proposers. The Committee will recommend to the RCTB the award of a contract to the firm whose submittal is deemed to be the most advantageous and meets all submittal requirements. The evaluation process is detailed as follows:

1. **Responsive and Responsible Determination:** Proposals received by the deadline will be reviewed for conformance with the instructions and requirements of the RFP and Contract documents. Submissions that do not meet the requirements provided throughout this RFP may be rejected as non-responsive. Proposals containing conditions, exceptions, reservations, or understandings to any Contract requirements, may be rejected as non-responsive unless discussed with RCTB prior to proposal due dates. However, RCTB reserves the right to instruct the Proposer to amend its proposal and remove said conditions and/or exceptions. Any failure to do so will cause the proposal to be rejected as non-responsive.
2. **Initial Evaluation:** The Committee will review responsive and responsible submissions against the Evaluation Criteria included in the solicitation. The top scoring proposals will be selected for additional consideration.
3. **Reference Review:** Outreach to/interviews with references will be conducted by members of the Committee.
4. **Product Demonstration and Interview:** Shortlisted Proposers may be invited for an on-site interview and demonstration. The Committee will provide an agenda for the Product Demonstration and Interview. Clarifying questions may be provided to proposers before, during, and after the Product Demonstration and interview.
5. **Best and Final Offer:** Based on information collected during Reference Review and Product Demonstration and Interview, the Committee may re-score submissions against the evaluation criteria and may invite the highest scoring Proposer(s) to submit a Best and Final Offer (BAFO). The requests for BAFO’s shall include:
 - A common due date and time for submission of written BAFO’s, allowing a reasonable opportunity for preparation of the written BAFO’s and that it must be received by the date and time specified by RCTB for the receipt of BAFO’s.
 - Direction for BAFO format.
 - Notice that if Proposers do not submit a BAFO or a notice of withdrawal and another BAFO, their immediate previous offer will be construed as their BAFO.
 - Any modifications to the initial proposals made by a proposer in its BAFO shall be clearly identified.

6. **Selection of Preferred Contractor:** Based on BAFO evaluations and final scoring, RCTB shall enter negotiations with the preferred Proposer to make a final selection. As referenced, the Committee will present their final selection to the RCTB for consideration and award.

Contract Negotiations and Finalization – If necessary, RCTB will discuss and come to an agreement on the contract with the final selected Proposer. Notice to Proceed (NTP) will be granted upon internal RCTB approvals and contract signing by all parties.

Evaluation Criteria

The evaluation of Proposals will be based on technical response to the RFP, price, implementation plan, qualifications, and references. It will be recommended that a contract be negotiated with the Proposer judged to be most outstanding in meeting the overall objectives of the RFP. Proposals shall be evaluated using a one hundred (100) point scale in accordance with the Evaluation Criteria outlined above and detailed below.

1. **Proposed System, Services, and Technical Approach (35 points):** The proposal should enable evaluators to make a thorough evaluation as to whether the system will meet RCTB requirements. Each technical proposal shall be detailed and complete as to clearly demonstrate the proposed approach and that the Proposer has a thorough knowledge and understanding of providing CAD/AVL, AVA, and ITS Systems and Services as described in the Scope of Work. Evaluation will include:
 - Quality and level of understanding of overall project, RCT fixed route operations, and RCTB needs
 - Suitability of overall solution and proposed systems for intended purpose
 - Suitability and functionality of software for intended purpose, including proposed standards, interfaces, and open architecture
 - Clear description of areas of custom or additional vendor development to achieve compliance with requirements, as well as description of vendor proposed product/solution roadmap to accommodate enhancements over the next five years
 - Utility and applicability to agency needs of any vendor proposed valued added features and/or functions that may go beyond compliance with requirements
 - Reasonableness of descriptions of third-party licensing and maintenance/support agreements and requirements and provisions as part of the vendor's proposed solution
 - Quality of Training Program and timeline for staff members, including managers, dispatchers, operators, etc.
 - Quality of on-going customer support services and processes
 - Ability of the system to easily generate user friendly reports that satisfy agency, state, and federal requirements
2. **Price Proposal/Cost (25 points):** The price proposal will be evaluated separately, including all items of labor, materials, tools, equipment, duties, fees, insurance, shipping, and all other costs necessary to fully complete the manufacture, delivery, assembly, installation, warranty, extended warranty, training of agency personnel, service manuals, drawings, ongoing costs such as software licenses, upgrade fees, consulting, warranties, and maintenance.

3. **Implementation and Project Management Plan (15 points):**
 - Reasonableness of implementation schedule and key milestones including, completion of system design, pilot testing, system installation, training, system acceptance testing, and delivery of as-builts and relevant documentation
 - Project management plan describing the tools and processes to maintain schedule and budget
 - Approach to risk and issue identification and resolution
 - Identification of a tool to track issues, defects, and solutions during testing and initial operations
 - Approach to requirements tracking and compliance management throughout the life of the project
 - Quality of description of approach for training, installation, testing, and quality assurance
 - Clear description and reasonableness of proposer's expectations of the agency
 - Proposed service level agreement(s)

4. **Experience and Qualifications of the Project Team (15 points):** Proposers must include an organizational chart illustrating all personnel members assigned to the project. A project manager, or similar position, shall be named. Narrative addressing the following should accompany the organizational chart:
 - Key staff experience in implementing CAD/AVL projects of a similar scope and nature.
 - Strength of technical skills and capabilities of key staff
 - History and strength of project manager in managing projects of similar size and type
 - Reference checks for proposed project manager
 - Logical and comprehensive organization structure
 - Commitment to on-site presence of project engineer and/or support engineer
 - Suitability of functional organization of the proposed project team for this type of project
 - Years of experience of key staff with vendor and proposed products/systems

5. **References (10 points):** Three references for transit agencies in which similar projects have been conducted must be provided in the Reference Form included in this solicitation.

**STANDARD FORM OF AGREEMENT BETWEEN
RCTB AND CONTRACTOR**

AGREEMENT:

Made as of the _____ day of _____ in the year of Two-thousand and twenty-two (2023).

BETWEEN THE OWNER: The Owner is composed of the following Contracting Authority:

**RICHLAND COUNTY TRANSIT BOARD,
19 N. Main Street, Mansfield, OH 44902.**

And the CONTRACTOR: _____

TYPE OF SERVICE: Computer Aided Dispatch/Automatic Vehicle Location (CAD/AVL) Agreement

The **RCTB** and the **CONTRACTOR** agree as set forth below:

Article 1 Contract Documents

The contract documents, which comprise the entire agreement between RCTB and the CONTRACTOR, consists of the following:

- This agreement;
- General Conditions
- Supplemental Conditions
- Specifications
- Addenda
- Proposal Forms (references, experience, response)
- Instructions to Offeror
- Supplemental Instructions to Offeror
- Unresolved Debt Affidavit
- Vendor Acceptance
- Affirmative Action Certification
- Delinquent Personal Property Tax Affidavit
- Non-Collusion Affidavit
- Non-Discrimination and Equal Employment Opportunity Affidavit
- Certificate of Insurance
- Bureau of Workers Compensation Certificate
- Required Federal Conditions for Small Purchases
- Certification of Compliance with FTA Clauses

- Certification Regarding Lobbying, if applicable
- Ineligible Contractor Certification
- No Obligation to Federal Government Certification

Article 2 Contracting Authority

The “Contracting Authority” means any board, department, commission, authority, trustee, official, administrator, agent, or individual which has authority to contract for or on behalf of the RCTB or any agency, department, authority, commission, office, or board thereof.

The “Contracting Authority” is the Richland County Transit Board (RCTB).

Article 3 Payment

The Contracting Authority shall pay the Contractor in accordance with the Contract Documents. The Contracting Authority shall be liable to pay for only its own purchases.

Article 4 Performance by Contractor

The Contractor shall provide all goods, equipment, materials, supplies, and products and shall perform all services in accordance with the contract documents.

Article 5 Warranties and Representations

In addition to any warranties, provided by law, the Contractor represents and warrants that the goods, equipment, materials, supplies, products and/or service, shall meet all conditions, requirements and specifications as provided for in the contract documents.

Article 6 Termination for Convenience

The RCTB may terminate without cause this Agreement by written notice of cancellation mailed to the Contractor at its business address at least thirty (30) days prior to the effective date of cancellation. The Contractor may terminate this Agreement without cause by written notice of cancellation mailed to the RCTB at their business addresses at least ninety (90) days prior to the effective date of cancellation.

Article 7 Termination for Cause

- a. In the event of default by the Contractor, the RCTB may terminate this contract without any further liability to the Contractor. Said termination shall be effective immediately upon delivery of written notice to the last known address of Contractor.
- b. The following events shall constitute default by the Contractor:
 - (1) the provision of defective goods, equipment, materials, supplies or products,
 - (2) failure to furnish goods, equipment, materials, supplies or products in accordance with the standards required by the contract documents,
 - (3) the quality of goods, equipment, materials, supplies or products fails to meet acceptable commercial standards,
 - (4) failure to keep adequate inventory,
 - (5) failure to deliver goods, equipment, materials, supplies or products in accordance with the contract documents,
 - (6) failure to perform services in accordance with the contract documents,
 - (7) failure by the key representative to perform his/her duties in accordance with the Contract documents,
 - (8) nonperformance by contractor of any terms, conditions or provisions of this contract,

- (9) any affirmative act of insolvency by Contractor or the filing by Contractor of any petition under any bankruptcy, reorganization, insolvency or moratorium law, or any law for the relief of, or relating to, debtors,
 - (10) the filing of any involuntary petition under any bankruptcy statute against Contractor or the appointment of any receiver or trustee to take possession of the Contractor's property.
- c. In the event the RCTB consents to or waives the breach of any provision or covenant of this Agreement, such waiver shall not constitute a waiver of such provision or covenant in the future. The RCTB shall not be prevented from later enforcing any provision or covenant it may have previously waived or elected not to enforce, nor shall such waiver have any effect on the enforcement of any other provision.
- d. The Contractor shall pay the RCTB all costs and expenses, including (but not limited to) attorney's fees, incurred by the RCTB in exercising any of its rights or remedies hereunder of the terms, conditions or provisions hereof.

This **CAD/AVL Agreement** is entered into as of the day and year first written above.

RICHLAND COUNTY TRANSIT BOARD

By: Chairman Clint Knight (date)

Contractor _____

By: Owner/Agent (date)

GENERAL CONDITIONS

1. Record Keeping Requirements

The contractor shall provide monthly usage reports to the Richland County Transit General Manager via mail or email.

2. Billing Features

The Contractor shall send a quarterly or annual invoice by mail or e-mail to the Richland County Transit Board 19 North Main Street, Mansfield, Ohio 44902, and/or by email to jtaddie@rcrpc.org.

The Contractor's invoice shall include:

- Contract number
- Period being invoiced
- Product/services
- Total invoice amount

The RCTB will make payment for products or services provided under the terms of the contract within thirty (30) days of receipt of the invoice. Payments made under the terms of this section shall not be subject to late charges or additional compensation.

3. Taxes

The RCTB shall not pay local, state, or Federal taxes. If requested, the Contractor will be furnished with an exemption certificate.

4. Permits/Codes

The Contractor is responsible for obtaining all permits and licenses required for performance of the work specified. All labor and materials provided under this agreement shall meet or exceed minimum standards covered by the current applicable code(s) or offeror shall have obtained a legal waiver.

5. Delivery of Goods

The RCTB shall not pay delivery fees. All bid prices shall include inside delivery costs. The RCTB shall not pay any charges for inside delivery made directly to the destination. All shipments are to be made directly to the facility identified in the contract.

6. Non-Acceptance of Supplies

The Contractor shall correct any problem involving incorrect shipments, quality of supplies, or billing problems immediately upon request of the RCTB. All returns will be the sole responsibility of the contractor. The RCTB shall not permit return charges.

7. Substitution of Products

During the contract period, the Contractor shall have the option to substitute an equal item. The Contractor may submit a written request that an item not identified in the contract documents be considered as an equal substitution to an item identified in the contract documents. The Contractor shall submit said request for substitution to the RCTB no later than thirty (30) days prior to the effective date of the request for substitution. The request for substitution shall include, but is not limited to, pertinent product literature and/or samples of materials as requested by RCTB. The request for substitution shall further include the proposed price, which shall be equal to or less than the contract price. If the RCTB accepts the Contractor's request for substitution, the RCTB Fiscal Officer shall issue to the Contractor a written notification of the acceptance of said substitution.

8. Performance Requirements

The RCTB may reject any supplies or equipment that fail to conform in all respects to the specifications. A representative or agent of the RCTB shall contact the Contractor by telephone within **ten (10) days** after delivery of the rejected supplies or equipment with the reason for rejection. If the Contractor fails to make immediate replacement of rejected supplies or equipment, the RCTB may procure in the open market supplies and equipment that meets the specifications. If the Contractor does not perform in accordance with the specifications of the contract, it shall be considered breach of contract for non-performance and may result in a claim against the Contractor for all costs and damages to procure like items in the open market.

9. Force Majeure Clause

Notwithstanding any other provision herein, each party's time of performance shall be extended to the extent reasonably necessary in the event that an act of nature, war, civil commotion, fire, explosion or other force majeure event occurs without the fault or negligence of the non-performing party and prevents timely performance under this agreement; provided, however, that such failure to perform or delay could not have been prevented through the use of reasonable precautions, and such delay or non-performance cannot be reasonably circumvented by the non-performing party through the use of alternate sources, work-around plans or other means. The affected party shall promptly notify the other party of the circumstances causing its delay or failure to perform and of its plans and efforts to implement a work-around solution.

10. Placement of Orders

A representative or agent of the RCTB shall directly place orders with the Contractor.

11. Labeling of Shipments

The Contractor shall properly label all items and show all information necessary to deliver the items to the proper location. All shipments shall show the name of the entity placing the order and specific delivery location. All shipments must be accompanied by a packing slip showing the order number or invoice number.

12. Estimated Requirements

Actual future purchases under this contract may exceed or be less than the estimated requirements furnished by the RCTB during the bidding process. The RCTB does not obligate itself to purchase said estimated requirements. Said estimated requirements are stated to give potential bidders a range or approximation of what the RCTB's annual purchases could possibly be during the upcoming years.

13. Order Entry/Internet

The ordering process must be simple and convenient. The Contractor shall be able to accommodate order entry by telephone, email or fax Monday through Friday between the hours of 8:00 a.m. and 4:00 p.m., excluding County holidays. The Contractor may have available internet ordering. No substitutions are permitted unless authorized by the RCTB.

14. Contractor Support

Contractor must provide a service representative that is available during the County's working hours (8:00 a.m. to 4:00 p.m.). Upon request a representative must be available to provide customer service within two (2) business hours. Also, upon request a representative must be available to provide customer service thru an office visit.

15. Contract Administration

The Richland County Transit Board will administer the contract. RCTB's Fiscal Officer, Jean Taddie, can be reached at jtaddie@rcrpc.org or 419-774-6396.

16. Equal Opportunity Provisions

The Contractor agrees to comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11377 and as supplemented in the Department of Labor Relations 41 EFR, Part 60. The Contractor agrees to both of the following:

- a. That in the hiring of employees for the performance of work under the contract or any subcontract no contractor, subcontractor, or any person acting on their behalf shall, by reasons of race, creed, color, religion, sex, age, handicap, national origin or ancestry, discriminate against any citizen of this state in the employment of a labor or workers, who is qualified and available to perform the work to which the contract relates;
- b. That no contractor, subcontractor, or any person acting on their behalf, shall, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, handicap, national origin, or ancestry.

17. Title VI of the Civil Rights Act

It is the policy of RCT to assure that no person shall, on the grounds of race, color, national origin and sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or otherwise be discriminated against under any of its federally funded programs and activities.

See https://www.rcrpc.org/files/ugd/bbcc36_a83f0e590fe34673a0defdf70fbea9e8.pdf for the full text of the above Civil Rights statements.

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act, Section 504 of the Vocational Rehabilitation Act of 1978 and the Family Privacy Act, along with other applicable rules and regulations.

18. Affirmative Action Certification

The Contractor shall complete and provide to the RCTB an Affirmative Action Certification. Providing said Certification does not relieve the Contractor from his obligation to fully familiarize himself with all germane affirmative action requirements.

19. Non-Collusion Affidavit

The Contractor shall complete and provide to the RCTB an affidavit stating that neither he nor his agent, nor any other party for him, has paid or agreed to pay, directly or indirectly, any person, firm or corporation, any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further agreeing that no such money or reward will be hereafter paid. This affidavit shall be on the form, attached hereto and delivered by the Contractor to RCTB prior to execution of the contract.

20. Personal Property Tax Affidavit

The Contractor shall complete and provide to the RCTB a Personal Property Tax Affidavit in compliance with ORC Section 5719.042. In the event, the Contractor has delinquent personal property taxes within Richland County, the RCTB may not award a contract to the Contractor.

21. Insurance Requirements

Throughout the contract period, the Contractor shall maintain a comprehensive insurance program affording as a minimum the coverage specified below. The Contractor shall submit to the RCTB prior to the execution of the contract a Certificate of Insurance that identifies the types and amounts of coverage, and names the Richland County Transit Board as the certificate holder. If there is any change in the Contractor's insurance carrier or liability amounts, the Contractor shall supply the RCTB with a new Certificate of Insurance.

Workers' Compensation Coverage: as required by law.

Comprehensive Liability – a minimum of \$1,000,000 single limit occurrence including:

Bodily Injury Liability: all sums which the company shall become legally obligated to pay as damages because of bodily injury, sickness or disease including death at any time resulting therefrom, sustained by any person other than its employees and caused by occurrence.

Property Damage Liability: all sums which the company shall become legally obligated to pay as damages because of injury to or destruction caused by occurrence.

Automobile Liability – a minimum of \$1,000,000 single limit occurrence including:

Bodily Injury Liability: all sums which the company shall become legally obligated to pay as damages because of bodily injury, sickness or disease including death at any time resulting therefrom, sustained by any person other than its employees and caused occurrence, and rising out of ownership, maintenance or use of any automobile.

Property Damage Liability: all sums which the company shall become legally obligated to pay as damages because of injury to, or destruction of property caused by occurrence and rising out of ownership, maintenance or the use of any automobile.

22. Indemnification

The Contractor agrees to indemnify and hold harmless the RCTB, its agents, employees or any other person against loss or expense including attorney's fees, by reason of any liability imposed by law upon the RCTB, for damage because of bodily injury, including death, at any time resulting therefrom, sustained by any person or persons, or on account of damage to property arising out of or in consequence of this agreement, whether such injuries to persons or damage to property are due or claim to be due to any passive negligence of the RCTB, its employees or agents or any other person.

In order to give effect to the intention of the parties in forming this agreement and in order to facilitate all indemnification to the RCTB, the Contractor expressly, intentionally and irrevocably waives any and all employer immunity provided in Section 35, Article II of the Ohio Constitution. It is further understood and agreed that the Contractor shall (at the Option of the RCTB) defend the RCTB with

appropriate counsel and shall further bear all cost and expenses, including the expense of counsel, in the defense of any suit arising hereunder.

23. Federal, State and Local Laws

The Contractor shall comply with all applicable Federal, state, and local laws in the performance of the contract, including applicable state and Federal laws regarding drug-free work places. The Contractor shall accept full responsibility for payment of all taxes and insurance premiums including, but not limited to: Unemployment Compensation insurance premiums, Workers' Compensation, all income tax deductions, Social Security deductions, and any other taxes or payroll deductions required for all employees engaged by the contractor in the performance of the contract.

All applicable federally mandated contract provisions outlined are incorporated in this contract. The offeror shall signify their agreement to these provisions by completing and submitting the applicable certifications

24. OSHA Compliance

Any equipment or materials supplied under this contract must comply with all requirements and standards of the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. The RCTB may reject any items not meeting OSHA specifications. At the convenience of the RCTB, the RCTB may require the Contractor to provide training at the Contractor's expense to RCT staff in the operation or maintenance of any item.

Prior to delivery of any material that is caustic, corrosive, flammable or dangerous to handle, the contractor shall provide the appropriate facility with written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid.

The Contractor shall post at each appropriate facility a Material Safety Data Sheet, containing a List of Hazardous Chemicals and Substances. Upon the delivery of any hazardous chemicals or substances, the contractor shall identify said hazardous chemicals and substances on said List of Hazardous Chemicals and Substances.

25. Assignment

No assignment by a party hereto of any rights under or interests in the contract documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor for any duty or responsibility under the contract documents.

26. Amendment

The RCTB and the Contractor each reserves the right to make amendments to this contract provided that any such amendment is in accordance with law and the RCTB and the Contractor each agrees to such amendment in writing.

27. Independent Contractor

The Contractor shall perform the services required by the contract as an independent contractor and not as an agent or employee of the RCTB. All persons employed by the contractor to perform services

hereunder shall be employees solely of the Contractor and shall not be agents or employees of the RCTB.

28. Giving Notice

Whenever any provision of the contract documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified, postage prepaid, to the last business address known to the giver of the notice.

29. Cumulative Remedies

The duties and obligations imposed by these contract documents and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the contract documents, and the provisions of this paragraph will be as effective as if repeated specially in the contract documents in connection with each particular duty, obligation, right, and remedy to which they apply.

30. Survival of Obligations

All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the contract documents, as well as all continuing obligations indicated in the contract documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

31. Controlling Law

This contract shall be governed by the law of the State of Ohio.

32. Records

The Contractor shall keep, maintain, make available for inspection and copying, and release any and all records generated in the performance of this agreement in accordance with state and federal law governing public records and the RCTB's record retention schedules. The Contractor shall remove and destroy said records in accordance with state and federal law governing public records and the RCTB's retention schedules.

The Contractor shall permit RCTB and its auditors to have access to their records and financial statements as necessary at RCTB's sole discretion.

33. Unresolved Debt Affidavit

The Contracting Authority shall complete an unresolved debt search in compliance with ORC Section 9.24.

34. Notification of Legal Proceedings

The Contractor agrees to 1) give notice to Richland County Transit Board if a current or prospective legal matter that may affect the Federal Government emerges; and 2) contain a provision in all lower tier contracts or agreements that all parties to those contracts must also give notice if a current or prospective legal matter that may affect the Federal Government emerges.

SUPPLEMENTARY CONDITIONS

FEDERAL CLAUSES

All applicable federally mandated contract provisions outlined are incorporated in this contract. The offeror shall signify their agreement to these provisions by completing and submitting the applicable certifications.

FUNDING UNAVAILABILITY

The RCTB will promptly terminate the contract in the event of funding unavailability and will, upon termination, pay for services rendered or products provided in the Specifications above.

CONTRACT EXTENSION

The Contracting Authority reserve the right to extend this contract sixty days beyond the termination date of the initial term and any renewal term. Said contract extension shall be upon the same terms, covenants, options, and conditions as provided in these contract documents. The Contracting Authority may exercise its option to extend the contract for sixty days by RCTB notifying the Contractor in writing of its election to extend the contract at least thirty days prior to the expiration of the initial term of the contract and at least thirty days prior to the expiration of any renewal term.

In acknowledgment of these General Conditions and Supplementary Conditions and their inclusion in this Computer-Aided Dispatch/Automatic Vehicle Location (CAD/AVL) Service Agreement entered into as of this day and year.

RICHLAND COUNTY TRANSIT BOARD

By: Chairman Clint Knight (date)

Contractor _____

By: Owner/Agent (date)

Federal Government (FTA) Required Clauses

Adherence to the following clauses is required for all federally funded purchases for goods and/or services made by the Richland County Transit Board (RCTB), or Transit Management of Richland on behalf of the RCTB.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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

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

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

AUDIT AND INSPECTION OF RECORDS

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

(2) Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.

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

(4) Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

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

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

ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

Contractor agrees to provide RCTB, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

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

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

FEDERAL CHANGES

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

CIVIL RIGHTS REQUIREMENTS

The following Civil Rights requirements apply to the underlying contract:

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

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

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity,

Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

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

(4) Americans with Disabilities Act - The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA) 42 USC § 11401 et sec: Section 504 of the Rehabilitation Act of 1973, as amended, 19 USC § 792, 49 USC § 5301(d); and the Federal Regulations including any amendments thereto: 49 CFR Part 27, 49 CFR Part 38; 28 CFR Part 35; 28 CFR Part 36; 41 CFR Subpart 101-19; 29 CFR Part 1630; 47 CFR Part 64, Subpart F; and 49 CFR Part 609.

ADA ACCESS

Access for Individuals with Disabilities The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 04 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Contractor agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except

to the extent FTA approves otherwise in writing.

ENERGY CONSERVATION REQUIREMENTS

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is .2 %. A separate contract goal has not been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as RCTB deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the RCTB.

e. The contractor must promptly notify RCTB, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of RCTB.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

PROMPT PAYMENT TO SUBCONTRACTORS

The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from RCTB. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by RCTB and contractor's receipt of the partial retainage payment related to the subcontractor's work. The contractor must promptly notify RCTB, whenever a listed subcontractor performing work related to this contract is terminated or fails to complete its work. The contractor may not terminate any listed subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of RCTB.

TERMINATION

(a) Termination for Convenience: The RCTB may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to RCTB to be paid the Contractor. If the Contractor has any property in its possession belonging to the RCTB, the Contractor will account for the same, and dispose of it in the manner the RCTB directs.

(b) Termination for Default [Breach or Cause]: If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the RCTB may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the RCTB that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the RCTB, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

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

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

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

limit RCTB's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

(e) Flow Down The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, Nonprocurement Suspension and Debarment,” 2 C.F.R. Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official regardless of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

1. Debarred from participation in any federally-assisted Award
2. Suspended from involvement in any federally-assisted Award
3. Proposed for debarment from participation in any federally-assisted Award
4. Declared ineligible to participate in any federally-assisted Award
5. Voluntarily excluded from participation in any federally-assisted Award
6. Disqualified from participation in any federally assisted Award

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by RCTB. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to RCTB, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions

FEDERAL WATER POLLUTION ACT

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

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA. The Clean Water requirements flow down to FTA recipients and subrecipients at every tier.

CLEAN AIR ACT

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

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

RECYCLED PRODUCTS

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

DISPUTES

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

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

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

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

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

CERTIFICATION OF COMPLIANCE

The undersigned hereby certifies that it will meet the requirements of the applicable regulations in these Required Federal Conditions.

Company Name: _____

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

LOBBYING CERTIFICATION AND DISCLOSURE

(49 CFR Part 20)

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

(b) 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form is available online at: <https://www.gsa.gov/forms-library/disclosure-lobbying-activities>

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

_____ Signature of Contractor's Authorized Official

_____ Printed Name of Authorized Official

_____ Title of Authorized Official

_____ Date

APPENDIX A: FORMS, AFFIDAVITS AND CERTIFICATIONS

1. Offerors Checklist
2. Proposal Forms (Reference, Experience, Response)
3. Pricing Form
4. Vendor Acceptance
5. Affirmative Action Certification for Equal Employment Opportunity
6. Delinquent Personal Property Tax Affidavit
7. Non-Collusion Affidavit
8. Non-Discrimination and Equal Employment Opportunity Affidavit
9. Ineligible Contractor's Certification
10. No Obligation by the Federal Government

OFFEROR'S CHECKLIST FOR COMPUTER-AIDED DISPATCH/AUTOMATIC VEHICLE LOCATION (CAD/AVL) SYSTEM RFP

Use this Offeror's Checklist to ensure all required certifications, affidavits, and documentation have been provided. If the referenced material is not required, the offeror shall write "N/A" in the offeror check space and provide a description as to why that material is not legally required.

	Offeror's Check-off	RCTB's Check-off
Proposal for CAD/AVL System	_____	_____
Technical Information about Proposed Solution	_____	_____
Standard Form of Agreement	_____	_____
Supplementary Conditions Acknowledgement	_____	_____
Proposal forms	_____	_____
REFERENCES	_____	_____
EXPERIENCE	_____	_____
RESPONSE	_____	_____
Vendor Acceptance	_____	_____
Ineligible Contractor Certification	_____	_____
No Obligation of the Federal Government	_____	_____
Affirmative Action Certification for Equal Employment Opportunity	_____	_____
Delinquent Personal Property Tax Affidavit	_____	_____
Non-Collusion Affidavit	_____	_____
Non-Discrimination and Equal Employment Opportunity Affidavit	_____	_____
Certification of Compliance w/ FTA Clauses	_____	_____
Certification Regarding Lobbying	_____	_____
Certificate of Insurance	_____	_____
Bureau of Worker's Comp Certificate	_____	_____

Submit one (1) signed "Original" and one (1) identical electronic copy of all proposal materials on a USB flash drive in a sealed envelope or container showing the company name & address, RFP number, proposal title, and the date and time of the proposal opening

Company Name: _____ Date: _____

Authorized Name: _____ Title: _____

Signature: _____

PROPOSAL FORM
REFERENCES

This form must be completed and submitted with your bid on company letterhead or on the form provided.

1. Give three (3) references of public transit systems with which the offeror is currently under contract for a similar service. Please describe the nature of the contract, and contact information for the referenced public transit system(s). For each reference, provide the Company Name, Company Address, Contact Name and Phone Number. Additional pages may be added.

Offeror: _____

Address: _____

Authorized Signature: _____

Title: _____

PROPOSAL FORM

EXPERIENCE RECORD

The offeror is required to state, in detail, in the space provided below **or on company letterhead**, a detailed description of the Vendor's past experience in providing the services being sought in this Request for Proposals. Proposals from Contractors inexperienced in this particular type of work may not be considered. Additional pages may be added.

Offeror: _____

Address: _____

Authorized Signature: _____

Title: _____

PROPOSAL FORM

RESPONSE

***This form must be completed and submitted with your proposal or on company letterhead.
Responses to the following questions should be addressed in your proposal.***

1. Describe your plan for servicing the Richland County Transit Board and how the RCTB will benefit by establishing a contract with your company
2. Describe specific products and services that you offer RCTB.
3. Describe the features and warranties of the specific equipment and services that you offer RCTB.
4. Describe your plan and capability for providing customer service support for issues that may arise.
5. Describe your billing procedure.
6. Is your company currently involved with any acquisitions/mergers that may change the financial conditions of your company during the term or any renewals of this contract?

Offeror: _____

Address: _____

Authorized Signature: _____

COST QUOTE FOR THE PROVISION OF COMPUTER-AIDED DISPATCH/AUTOMATIC VEHICLE LOCATION (CAD/AVL) SYSTEM

BASE SCOPE – REQUIRED EQUIPMENT, MATERIALS, AND SERVICES			
LS = Lump Sum; UC = Unit Cost			
Item/Description	Qty	Unit Price (USD)	Extended Price (USD)
Base Scope			
Project Services (Design, Documentation, Project Management, and Testing)	1		
Hardware to Include All Onboard Equipment			
Software and Hosting (Until System Acceptance)	1		
Training and Maintenance			
Spare Parts	1		
Other Items (Candidates may add additional rows)			
Subtotal			\$
BASE SCOPE – WARRANTY (Hardware and Software) & HOSTING			
Item/Description	Qty	Unit Price (USD)	Extended Price (USD)
Base Scope – Warranty (Hardware and Software) & Hosting			
Warranty and Hosting (12 Months After System Acceptance)	1		
Warranty and Hosting – Year 2	1		
Warranty and Hosting – Year 3	1		
Warranty and Hosting – Year 4	1		
Warranty and Hosting – Year 5	1		
Subtotal			\$
GRAND TOTAL			\$

BASE SCOPE – SUPPORT AND TRAINING			
Item/Description	Qty	Unit Price (USD)	Extended Price (USD)
Base Scope – Support and Training			
Customer Support and Training (12 Months After System Acceptance)	1		
Support and Training – Year 2	1		
Support and Training – Year 3	1		
Support and Training – Year 4	1		
Support and Training – Year 5	1		
Subtotal			\$
GRAND TOTAL			\$

Pricing Form should include verification that equipment was not produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Company Name: _____ Date: _____

Authorized Name: _____ Title: _____

Signature: _____

VENDOR ACCEPTANCE

(Must return with proposal)

The vendor is asked to indicate acceptance by having a representative of the company sign and date this page and include this page with the proposal.

Name of Authorizing Officer: _____

Title: _____

Name of Firm: _____

Address: _____

City, State, and ZIP Code: _____

Telephone Number: _____

I, _____, (print or type name)

accept the format and technical specifications as outlined in this proposal for

Computer-Aided Dispatch/Automatic Vehicle Location (CAD/AVL) System for the RICHLAND COUNTY TRANSIT BOARD, and

am proposing an appropriate proposal which will meet its mandatory

requirements. It is my understanding that my proposal, if accepted, will

become part of the contract.

Vendor Authorized Signature

Date

Witness Signature

Date

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public

My Commission expires _____

Recorded in _____ County

**AFFIRMATIVE ACTION CERTIFICATION
FOR
EQUAL EMPLOYMENT OPPORTUNITY**

This is to certify that _____
(Name of Contractor)

has executed a written Equal Employment Opportunity Affirmative Action program in accordance with Titles VI and VII of the 1964 Civil Rights Act, Executive Order 11246 as amended, the Governor's Executive Order and the Equal Employment Opportunity Program of the Board of Richland County Commissioners.

If _____ is found to have
(Name of Contractor)

the most responsive and responsible offeror, we understand that under the provisions of the resultant contract that we are obliged to take Affirmative Action to provide equal employment opportunity without regard to race, religion, color, sex, or national origin.

_____ an authorized
(Name and Title)

official of _____ is
(Name of Contractor)

responsible for the implementation of this contractual obligation.

Official's Signature

Date

This certification becomes part of the resultant contract.

DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT

This sworn affidavit should be properly completed by the authorized representative of your firm and will be incorporated as a portion of the bids and resulting contract for the following:

Subject: Computer-Aided Dispatch/Automatic Vehicle Location (CAD/AVL) System

RFP No. RFP #22-01

State of _____ County of _____, ss:

_____ being first duly sworn, deposes and says that he/she is the
(Name)

_____ of _____
(Title)

with offices located at _____,
(Address of Vendor)

and as its duly authorized representative states that effective this day of _____,

- () is not charged with delinquent personal property taxes on the general list of personal property in Richland County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Richland County, Ohio.
- () is charged with delinquent personal property taxes on the general list of personal property in Richland County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Richland County, Ohio.

County Amount (Include total amount and any penalties and interest thereon)

Richland

_____	\$ _____
_____	\$ _____
_____	\$ _____

(Affiant)

Sworn to and subscribed this _____ day of _____, 20_____.

(Notary Public)

My Commission expires _____, 20_____ (Seal)

Section 5719.042 O.R.C.

NON-COLLUSION AFFIDAVIT

STATE OF OHIO,

COUNTY OF _____, SS:

_____ being first duly SWORN, deposes and says that they

are the _____ or authorized representative of _____ the party making the forgoing proposal; that such proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such proposal is genuine and not collusive or sham; that said offeror has not directly or indirectly induced or solicited any other offeror to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any offeror or anyone else to put in a sham proposal, or that any one shall refrain from proposal; that said offeror has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the proposal price of said offeror or of any other offeror, or to fix any overhead, profit, or cost element of such proposal price, or of that of any other offeror, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all standards contained in such proposal are true; and further, that said offeror has not, directly or indirectly, submitted his proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any other individual except to such person or person as have a partnership or other financial interest with said offeror in his general business.

Affiant and Title

SWORN to before me and subscribed in my presence this

_____ day of _____, 20_____.

Notary Public

My Commission expires _____, 20_____(Seal)

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____ being first duly sworn, deposes and says

that they are _____
(President, Secretary, etc.)

of _____, the party who made the foregoing proposals; that such party as contractor does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. If awarded the proposals and contract under this proposals, said party shall take affirmative action to insure that applicants are employed and that employees are treated, during employment, without regard to their race, religion, color, sex, or national origin. If successful as the lowest and best offeror under the foregoing proposals, this party shall post non-discrimination notices in conspicuous places available to employees and applicants for employment, setting forth the provisions of this affidavit.

Signature

Affiant

Company/Corporation

Address

City/State/Zip Code

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public

My Commission expires _____, 20_____. (Seal)

INELIGIBLE CONTRACTOR'S CERTIFICATION

The _____ hereby certifies that
(name contractor)

neither the Contractor firm nor any owner, partner, director, officer, or principal of the Contractor, nor any person in a position with management responsibility or responsibility for the administration of federal funds is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal or state department/agency.

The Contractor further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

Company Name: _____ Date: _____

Authorized Name: _____ Title: _____

Signature: _____

NO OBLIGATION BY THE FEDERAL GOVERNMENT

(1) RCTB and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to RCTB, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

Company Name: _____

Authorized name: _____

Authorized Signature: _____

Title: _____

Date: _____

Richland County Transit Board

Authorized name: _____

Authorized Signature: _____

Title: _____

Date: _____

RCTB RICHLAND COUNTY TRANSIT BOARD

19 N. Main St.

419-774-5684

Mansfield, Ohio 44902

July 17, 2023

To Whom It May Concern:

The Richland County Transit Board (RCTB) is seeking proposals for a revised Computer-Aided Dispatch/Automatic Vehicle Location (CAD/AVL) System.

In order to be considered, proposals must contain the information that is requested in the Request for Proposals (RFP) that is available by contacting the RCTB Contracting Officer, Jean Taddie, at 419-774-6396, or by e-mail to jtaddie@rcrpc.org. The RFP is also available at <https://www.rcrpc.org/rctb-rfp>.

Proposals will be accepted at the address shown above, per the guidelines contained in the RFP, until 4 p.m. on Thursday, August 17, 2023. All questions regarding this request for proposals should be directed to Jean Taddie, in writing, at the above address or by e-mail to jtaddie@rcrpc.org.

Respectfully,



Jean Taddie
Contracting Officer