

Anne Grady Foundation

Transit Hardware & Software and Communication System

Request for Proposal

Loren M. Johnson, Transportation Manager

April 4, 2011

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

The Anne Grady Foundation is seeking competitive proposals for Automatic Vehicle Location (AVL) & Digital Two-Way Communication Systems.

The deadline for receipt of proposals is June 3, 2011 at 4:00p.m.at the location listed below. One original signature copy and six (6) copies of the vendor's Technical and Cost Proposal should be submitted in a sealed envelope/package labeled "Scheduling and Dispatching Software System" and sent to:

Loren M. Johnson, Transportation Manager
Anne Grady Services
1525 Eber Road
Holland, OH 43528

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

This project is funded, in part, by Federal funds through the Federal Transit Administration (FTA) under the 49 USC Section 5310 along with state and local funds. The Anne Grady Foundation retains the right to reject any or all proposals, and to withdraw this solicitation at any time.

The Anne Grady Foundation is an equal opportunity employer.

Loren M. Johnson
Community Transit Services
Anne Grady Corporation

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Proposer's Checklist

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

Pre-Submission:

- Request for proposals received and thoroughly read.
- Questions concerning the solicitation documents and project in general submitted to The Anne Grady Foundation by April 15, 2011 (optional).

Technical proposal prepared including the following elements:

- Description of the proposer's understanding of the project.
- Technical description of the proposer's scheduling software.
- Description of the proposed implementation plan, including the identification of major milestones in the project.
- Quality assurance plan, including details on project management and staffing; quality control; maintenance, technical support, and upgrades.
- Description of the required training program necessary for The Anne Grady Foundation to fully utilize the software
- Experience statement including a description the firm's history and user base, including a list of installed sites for each product offering with identification and contact information.
- Description of involvement by disadvantaged business enterprise, if any.

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

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

Cost proposal prepared including the following elements:

- Price Proposal Forms.

Proposal Submission:

- One original signature copy and six additional copies of the technical and cost proposal along with single copies of any samples, submitted by 4:00p.m. on June 3, 2011.

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Article I. Instructions to Vendors

Section 1.01 Definitions

Agency: The Anne Grady Foundation (*AGF*) Transportation Program.

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

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

Contracting Officer: Mr. Loren M. Johnson, Transportation Manager.

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

FTA: The Federal Transit Administration.

ODOT: The Ohio Department of Transportation.

Procuring Agency: The Anne Grady Foundation Community Transit Services Program.

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

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

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

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

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

Section 1.02 Communication

Communications in connection with this contract shall be in writing only and shall be limited during the period of advertisement to the formal submission of questions in conjunction with the pre-proposal conference. All such written questions shall be delivered by regular, registered, certified, or express mail or courier service addressed to the Transportation Manager of the procuring agency. **Telephone calls, e-mail, and other informal communication will not be permitted during the advertisement period in order to ensure fair competition among prospective vendors.**

Section 1.03 Submission Instructions

(a) Quantity

The proposer shall submit one original signature copy and six (6) copies of the vendor's Technical and Cost Proposal.

(b) Due Date

In order to be considered, proposals must be received at the offices of The Anne Grady Foundation by 4:00PM on June 3, 2011. Failure of the U.S. Postal Service, or other delivery service, to deliver proposal packages on time shall result in the proposal not being opened or considered. Proposals should be clearly marked **“Automatic Vehicle Location & Digital Two-Way Communication Systems”** and be delivered to:

Loren M. Johnson, Transportation Manager
Community Transit Services
Anne Grady Services
1525 Eber Road
Holland, OH 43528
Tel (419) 868-7433

(c) Proprietary Information

Any information contained in the proposal that the proposer considers proprietary must be clearly identified as such. With the exception of a court order to release information, the Anne Grady Foundation (AGF) will respect requests for non-disclosure of proprietary

information to the extent that information so restricted conforms to the Freedom of Information Act.

(d) Forms

Section 6.0 of this solicitation contains certain forms that are mandatory in the proposal process. These forms must be executed and submitted in their exact format in order for the proposal to be considered responsive. Precise computer reproductions to expedite the proposal preparation process are acceptable.

Section 1.04 Questions Concerning the Project

(a) Verbal and Written Questions

Prospective proposers are encouraged to submit substantive questions, comments and concerns **in writing** if they desire additional information on the project. The Anne Grady Foundation will not accept questions via telephone in order to ensure fairness in the provision of project information among all prospective vendors. Written questions received no later than Friday April 15, 2011 at 4:00pm will be answered via email and distributed to all vendors on the RFP distribution list. Questions should be emailed to Loren M. Johnson at the following email address LJohnson@annegrady.org.

(b) Pre-Proposal Conference

In order to permit vendors a better opportunity to understand these specifications, The Anne Grady Foundation will hold a pre-proposal conference on Friday April 22, 2011 at 9:00am at The Anne Grady Foundation office located at 1525 Eber Road, Holland, OH 43528.

Section 1.05 On-Site Interviews

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

Section 1.06 Proposal Summary

(a) Procurement Schedule

Advertisement of Request for Proposals	March 20, 2011 thru April 3, 2011
Deadline for Submission of Questions	April 15, 2011
Pre-Proposal Conference	April 22, 2011
Issuance of Response to Questions/Addenda	April 29, 2011
Proposals Due	June 3, 2011
Proposal Evaluation	June 6, 2011-June 10, 2011
Interviews (if necessary)	June 13, 2011 thru June 17, 2011
Contract Award	August 31, 2011

Section 1.07 Proposal Format

(a) General

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

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

All submitted proposals must adhere to the following guidelines:

1. The entire proposal should not exceed 30 pages, double spaced, "Times New Roman" font size 12. *(This does not include the required attached forms.)*
2. Include a Letter of Transmittal signed by the person(s) with the authority to bind the offerer, to answer questions, or to provide clarification concerning submitted proposals;
3. Be typed on 8 1/2" by 11" paper (not digital, not faxed);

4. Include one (1) original and six (6) complete copies (no staples, and bound individually with large binder clips;
5. Address, completely and accurately, the specifications and submission requirements found in this RFP;
6. Include completed accurately filled-in forms contained in this RFP, including the Cost Proposal Form and a description of required hardware configuration.
7. Be mailed to the following address in packages clearly marked: “Paratransit Scheduling and Routing Software System.”
8. Be received at the designated place by the date and time specified in Section 1.3.2.

(b) Submission of Supplemental Material

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

(c) Minimum Requirements – Proposal Construction

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

- ***Understanding of the Project*** - Based on information contained in this RFP, as well as information obtained in subsequent addenda, responses to questions submitted by vendors, and other materials i.e. website and marketing literature available from the Anne Grady Foundation Transportation Program, the proposer should indicate, in written narrative, how the software proposed will facilitate the system’s goals for providing cost efficient, customer responsive, demand response transportation to the general public and clients participating in human service programs operated by various agencies in the five county service area. Proposers should demonstrate a thorough understanding of FTA requirements as well as those of other major client transportation programs, such as Medicaid and Title III of the Older Americans Act. Proposers should indicate how their software system can work to improve the transit system’s handling of various tasks associated with paratransit service delivery. The vendor is to address the limitation of our current transit system and propose the appropriate software and equipment that will improve our overall productivity by

decreasing resources (personnel & equipment) used while maintaining current ridership and implementing new riders.

- ***Software & Equipment Description*** – Proposers should fully describe all equipment being offered as part of this submission. Capabilities and features should be described in the context of the application to the provision of demand responsive transportation to the general public and to the many funding partners of the Anne Grady Foundation Transportation Program. Benefits gained from installing and using the vendor’s product should be described in full. Proposers must list all software components or modules necessary to fully implement the project, including third party software necessary to complete the total installation (*e.g.*, report generation software, SQL, back-up software, remote access software, etc.).
- ***Implementation Plan*** – Proposers should fully describe the proposed implementation plan, detailing all major milestones in the process. A proposed timeframe from notice-to-proceed through live testing, de-bugging, and “live” operation should be developed as an integral part of this proposal.
- ***Quality Assurance Plan*** – Proposers should describe in detail their management strategies for overall quality assurance in the installation, start-up, and operation of the scheduling and dispatching system software. At a minimum, proposers should address:

Project Management and Staffing – Describe the proposed individuals and team approach used to successfully communicate with The Anne Grady Foundation management staff throughout the project. If contractors are used for any part of the installation, customization, or maintenance of the proposed software system, this element of your overall approach must be identified here.

Quality Control – Describe steps and techniques employed by the proposer to ensure the integrity of databases (*e.g.*, street networks, client databases, etc.) that may be required to be imported and/or converted for use in the proposed scheduling system.

Maintenance, Support, and Upgrades – Describe the proposer’s network of technical support during the project, focusing both on the critical initial implementation period as well as long-term operation. Describe procedures for rendering support, including the availability of technicians to provide on-site repairs and ability to remotely access,

diagnose, and make necessary repairs. Technical support policies and pricing must be explained in detail. Proposers should also describe its most recent three-year history in terms of system upgrades offered and pricing. Future system upgrade policies must be described and will be a factor in the award.

- **Training** – Proposers should provide a detailed schedule and course outline for the necessary training of The Anne Grady Foundation staff on the proposed systems and any software components. Vendors should assume that up to ten (10) system personnel will participate in software training to be held at a specified location for all to be trained simultaneously. This section of the proposal should identify the training course content, the number of courses required, and type of training (classroom, hands-on, etc.) that will be provided, the length of the training session, etc. Proposers should indicate when the training should be provided in the context of the overall implementation time schedule provided above. Qualifications of the staff providing the training should be listed.

- **Experience** – Proposers should provide a corporate profile indicating their qualifications to provide the required technology, software and support necessary to achieve objectives for the project. Proposers must submit a list of other transit systems where the proposed systems and software application(s) have been installed. A separate list of the proposer’s last ten (10) installations (*specify: type of system/software installed, number of units, and fleet size*), along with a project contact, address, telephone number, facsimile number, and e-mail address must be provided.

- **Required Forms and Certifications** – The proposer must indicate its compliance with certain Federal and state executive orders, laws, statutes, and regulations to be considered for award:
 - 1) Acknowledgement of Receipt of Addenda (submit whether or not any addenda are issued).
 - 2) Affidavit of Non-Collusion
 - 3) Disadvantaged Business Enterprise Certification
 - 4) Debarment Certification
 - 5) Restrictions on Lobbying Certification

(a) Cost Proposal

(i) Cost Factors Used in Proposal Evaluation

Cost proposals should be submitted in the format stipulated in Section 6.0 of the RFP. AGF IT Department will be available throughout the bid process and during implementation to assist with the development, installation and conversion/integrating of software and equipment. The Anne Grady Foundation is requesting that proposers identify the following items as part of its base cost proposal. Each item must be listed separately:

1. *Equipment and Software Purchase Costs* – The cost of the equipment and any associated software and the appropriate number of user licenses offered in the price must be stated by the proposer. It is the responsibility of the proposer to understand Anne Grady Foundation operations in sufficient detail to determine the number of user licenses required to run the scheduling system in our environment.
2. *On-Site Costs* – All supplemental costs associated with user assessment, installation, database conversion, etc., must be detailed if separate and not included in the software price above. Price proposals must breakdown labor and travel costs. The Anne Grady Foundation reserves the right to negotiate per diem costs consistent with prevailing rates for lodging, subsistence, etc. in the Holland, OH service area.
3. *Billing Software Integration Costs* – Costs to modify existing billing software product to accommodate and integrate operation of the Anne Grady Foundation Transportation Program’s existing billing system should be priced separately.
4. *Data Acquisition and Conversion Costs* – If the proposer must acquire databases, client information or other items necessary to support installation, these costs should be identified here. Note: In addition to the core four county service area, The Anne Grady Foundation provides services to points in other counties outside the service area. The transit system desires to obtain base maps for all areas in which it provides service.
5. *Related Third Party Software Costs* – All other software necessary to operate the AVL and communication system or to support maintenance of the system recommended by the vendor should be identified. All such products should be purchased by the proposer and licensed to the transit system.

6. *Training Costs* – If training costs are not included in the software purchase or licensing costs, proposals must identify the labor, materials, and travel costs associated with all required training.
7. *One-Year Maintenance and Support* – One year maintenance and technical support price shall be included.
8. *Other Costs* – Any other costs not identified above that are integral to the implementation of the proposed scheduling system should be identified.

The above listed items shall be considered in evaluation of the proposer's cost for the project.

(ii) Other Project Costs

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

1. *Hardware/Equipment Costs* – Proposers are responsible for evaluating the Anne Grady Foundation Transportation Program's existing hardware computing environment to determine compatibility with the hardware requirements necessary to operate the proposed AVL and communication system software. If hardware acquisition is recommended, the proposer should provide a full breakdown of hardware requirements. Servers should be identified separately from work stations. The Anne Grady Foundation will be responsible for all hardware/equipment acquisition necessary to support the system. Vendors are asked to submit "minimum," "recommended," and "optimal" hardware configurations.
2. *Network Software Costs* – If the existing network is deficient in terms of network operating systems, network administration software, etc., the cost of such software should be identified.
3. *Maintenance, Support and Upgrade Costs After One (1) Year* – Proposers should identify costs to The Anne Grady Foundation to secure a maintenance and support contract for four (4) additional years (e.g., second through fifth years) of operation. The proposer's policy for acquisition of future upgrades should be included.
4. *Other Costs* – Any other cost not identified above should be identified and indicated by the vendor.

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

Section 1.08 Disadvantaged Business Enterprise

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

Section 1.09 Contract

(a) Award of Contract

The Anne Grady Foundation anticipates award of a contract within sixty (60) days after receipt of proposals. A Notice to Proceed will be issued on or about August 31, 2011.

(b) Contract Type

The Anne Grady Foundation will enter into a firm, fixed price contract with the selected vendor.

Section 1.10 Evaluation Methodology

(a) Evaluation Criteria

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

- Capability of the Proposed Scheduling Software to Meet The Anne Grady Foundation Needs – 40%
- Experience and Installation Base of the Proposer – 20%
- Technical Support – 20%
- Understanding of The Anne Grady Foundation Needs – 10%
- Cost – 10%

Article II. Project Background

Section 2.01 Overview of the Transit System

Anne Grady Foundation Community Transit Services operates demand responsive transportation and provides subscription, contract, and school transit services for a five county area in northwest Ohio. The system is managed from a central location in Holland, OH (in Lucas County), where transit administrative, customer service functions, eligibility and reservations, scheduling, and system dispatch functions are housed. The system currently operates a fleet of 19 vehicles which are dispersed geographically and according to the service among the four counties. Over the next year CTS is anticipating adding additional 4-6 vehicles to the fleet with an anticipated fleet size of 40-50 in 5 years.

Section 2.02 Service Area

The overall goal for CTS is to provide county-wide transportation through Lucas County and all the surrounding counties. The service area currently encompasses the four counties Fulton, Henry, Lucas and Wood with a possible extension of service to Ottawa County. Provision of these services means that system vehicles may occasionally travel to destinations outside the four-county service area. Common destinations include areas throughout northwest Ohio that may be outside the specified four to five county area including up to the north in Michigan, and as far west to the Ohio/Indiana border, as far east to the greater Cleveland eastern suburbs, and as far south to Findley area.

Exhibit 1

CTS Geographical Boundaries by Zip Codes

LUCAS COUNTY	CITIES/TOWNSHIPS CURTICE; HARBOR VIEW; MARTIN; BERKEY; GRAND RAPIDS; HOLLAND; LIBERTY CENTER ; MAUMEE; MONCLOVA; NEAPOLIS; SWANTON ; SYLVANIA; WATERVILLE; WHITEHOUSE; TOLEDO ; OREGON;
	ZIP CODES: 43412; 43434; 43445; 43504; 43522; 43528; 43532; 43537; 53542; 43547; 43558; 43560; 43566; 43571; 43601; 43603; 43604; 43605; 43606; 43607; 43608; 43609; 43610; 43611; 43612; 43613; 43614; 43615; 43616; 43617; 43618; 43620; 43623; 43635; 43652; 43656; 43657; 43659; 43660; 43661; 43666; 43667; 43681; 43682; 43697
HENRY COUNTY	CITIES/TOWNSHIPS ARCHBOLD ; COLTON; CUSTAR; GRAND RAPIDS ; GRELTON; HOLGATE; LIBERTY CENTER ; MCCLURE; MALINTA; NAPOLEON; OKOLONA; RIDGEVILLE CORNERS; STRYKER; LEIPSIC
	ZIP CODES: 43502; 43510; 43511; 43522; 43523; 43527; 43532; 43534; 43535; 43545; 43550; 43555; 43557; 45856
FULTON COUNTY	CITIES/TOWNSHIPS ARCHBOLD ; BERKEY; DELTA; FAYETTE; LIBERTY CENTER ; LYONS; METAMORA; PETTISVILLE; STRYKER; SWANTON ; WAUSEON; WEST UNITY
	ZIP CODES: 43502; 43504; 43515; 43521; 43532; 43533; 43540; 43553; 43557; 43558; 43567; 43570
WOOD COUNTY	CITIES/TOWNSHIPS BOWLING GREEN; BRADNER; LEMOYNE; LUCKEY; MILLBURY; PEMBERVILLE; PORTAGE; ROSSFORD; RUDOLPH; STONY RIDGE; WALBRIDGE; WAYNE; GRAND RAPIDS ; HASKINS; MCCLURE; MILTON CENTER; PERRYSBURG; TONTOGANY; WESTON; NORTHWOOD; TOLEDO
	ZIP CODES: 43402; 43403; 43406; 43441; 43443; 43447; 43450; 43451; 43460; 43462; 43463; 43465; 43466; 43522; 43525; 43534; 43541; 43551; 43552; 43565; 43569; 43619; 43654

****Bolded Percentage of zip code is within neighbouring county.**

Section 2.03 Response Time

The Anne Grady Foundation requests that reservations be made 48 hours in advance according to the system brochure. However, the system routinely accepts reservations 24 hours in advance. Indeed, in an attempt to provide agency responsive service, the system will accept same day reservations if the schedule permits. Reservations are accepted between the hours of 7:00 A.M. and 5:00 P.M. Trip reservations are accepted Monday through Friday. If an individual has a trip when the precise time of the trip return is unknown, Anne Grady Foundation will permit return trips to be scheduled as a “will-call” trip.

Casual demand trip requests may not be available precisely at the requested pick-up time. Under these circumstances, customer service agents will negotiate the requested time of travel. While current written policies do not directly state trip negotiation policies, the system attempts to ensure that all negotiations are conducted within a +/- 15 minute window. This means if a

passenger calls and requests a 2:00 P.M. pick-up time, the transit system may offer any time from 1:45 P.M. to 2:15 P.M. When calling for new subscription trip orders, the system asks that requests be submitted by Thursday prior to the week the subscription order is to be performed.

Section 2.04 Cost & Contract Rate Structure

Anne Grady Foundation has a standard reimbursement rate structure for trips taken on the system (Exhibit 1).

Exhibit 2.

Anne Grady Foundation Service Reimbursement Structure

Category		Rate Amount
Contractual		
	Per vehicle	\$145.00
Medical Transportation		
	Per Trip (plus mileage)	\$23.59
	Mileage reimbursement	\$0.70
Non Medical Transportation		
	Per Trip	\$19.51
	Per Mile	n/a
Specialized School Transport		
	Per Vehicle (up to four passengers)	\$78.00
	Per Trip (Additional Passengers above 4)	\$19.50
	Bus Monitor	\$30.00
	No Show	\$10.00
All Other Runs		\$ per mile

Source: Anne Grady Foundation CTS Program, July 2010.

In addition to these services, Anne Grady Foundation holds itself out for transportation to various locations for the residents residing within the ICF MR's. Such transportation is a part of a comprehensive reimbursement that will cover all transportation needs including recreational, social, medical transportation, etc.

Contract rates, pursuant to ODOT policy, are based on a cost allocation methodology designed so that the system can capture the full costs of service provision. These rates are used in the provision of service on behalf of various agencies/organizations and funding partners in the four county service area. There are three different billing formats for third party payment which includes credit card, check, and cash.

Major contracting agencies include:

- Area Office On Aging
- Fulton County Board of Developmental Disabilities
- Henry County Board of Developmental Disabilities
- LHS Family & Youth Services
- Lucas County Board of Developmental Disabilities
- Lucas County Department of Job & Family Services
- Luther Home of Mercy
- Seneca County Board of Developmental Disabilities
- St Lukes Hospital
- Sunshine, Inc.
- Sylvania School District
- The Wiley Homes
- Toledo Public Schools
- Waterville Family Physicians
- Wood County Board of Developmental Disabilities
- Wood County Department of Job & Family Services

Section 2.05 Trip Purpose Restrictions

Various contracting agencies will stipulate, as part of the terms and conditions of the contract, limitations on allowable trips that can be taken by the organization's clients. There are no limitations or restrictions on general public patrons of the system. When accepting subscription trip reservations, the system will impose trip priorities. In order, these priorities are:

1. Medical trips (including escorted/assisted transport);
2. Non Medical Transportation and
3. School/education trips.
4. Recreational outings

Section 2.06 Hours and Days of Service

Anne Grady Foundation Community Transit Service (CTS) operates on a 359 day/year, 16-hours per day availability. Standard services typically begin as early as 6:00 A.M. and the last runs may be scheduled no later than 10P.M. throughout the week. Weekend service is available on Saturday and Sunday on an as needed basis during the same time frame of 6AM till 10:30PM with the latest pick up/ drop off time of 10P.M. As a result of this operating schedule, the transit system office is open 16 hours per day Monday thru Friday reverting to a digital automated system capable of transferring calls to a mobile phone after normal office hours and weekends for emergencies that will be answered by a department administrator. Service on holidays is provided but only for medical transportation specifically those needing dialysis and/or other non emergency medical treatment. CTS recognizes the following holidays: New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas. Our hours of operations are based upon identified high-traffic times during the day where many of the appointments and activities will be taking place, as well as times where limited transportation options available on an ongoing or demand responsive basis in the evening and weekends

**Exhibit 3.
Hours and Days of Operation**

Days	Hours of Operation			
	Escort/ Assisted Trans.	Medical Trans	Non-Medical	Recreational
Monday – Friday	0600 – 2230	0600 – 2230	0600 – 2230	PRN
Saturday	PRN	PRN	n/a	PRN
Sunday	PRN	PRN	n/a	PRN

PRN-As Needed

Source: Anne Grady Foundation Transportation Program as of July 2010.

Service on holidays is provided but only for medical transportation and clients living within Residential Programs.

(a) Emergency Protocol & Procedures

Under AGS policy & procedures CTS adheres to a comprehensive plan of action during weather-related emergencies including natural disasters. Ensuring health and safety of our riders is priority as we institute industry standard best practices and our employees are well trained on a wide range of protocols to be implemented in the event of an emergency situation. During winter advisories/inclement weather emergencies CTS will utilize a combination of radio and television notification for any delays or termination of

services. Office personal will also follow up with direct phone calls to individuals with subscription service that may be interrupted as a result of the inclement weather.

As a licensed ambulette provider through the OMTB in the event of a disaster situation when licensed ambulette(s) based in the locality of the disaster situation are incapacitated or insufficient in number to render ambulettes needed, as a licensed ambulette service we will utilize whatever means necessary to transport and treat clients.

Section 2.07 Capacity Constraints

While Anne Grady Foundation Community Transit Services is a provider of ADA complementary transit services with over 90% of our fleet wheelchair accessible, it is useful to recognize system policies that might have some impact on system capacity or capacity constraints.

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

First, the transit system imposes a 90-day limit in the length of any subscription order. Renewal of subscriptions is not automatic, but subject to review and approval of staff. The system does not have any arbitrary caps on the number of subscription trips that it will accept.

Second, a new subscription order may be denied or be put on a wait list if the origin or pick-up location of the subscription trip is not close to an existing run in the subject county. The trip itself may be taken as a casual order. This will necessitate the customer calling the system for every trip until such time as they are approved for a subscription order. Some contractual entities have contracts with the system that impose a maximum client ride time. The LCBDD contract contains a 90 minute maximum ride time limit. The system informally follows a 75 minute maximum ride time policy.

Section 2.08 Current Trip Making

The most recent service and operating data were collected to provide a contemporaneous overview of trip volumes over the first three quarters of year 2010. Additionally, projected full-fiscal year 2010-11 ridership data were obtained

(a) Services

Services performed by the Anne Grady Foundation are depicted in Exhibit 3.

Exhibit 4.
Anne Grady Foundation Transportation Program
Services Provided, Jan-Sept 2010

Measure	Jan-Sept 2010 (Actual)	Full Year 2011 (Projected)
Total Number of Trips Requested	23,040	86,000
Trips Cancelled	N/A	
No-Shows	N/A	
Denials	N/A	
Trips Completed	19,463	
Contract Trips	1,589	55,000
General Public Trips	17,874	31,000
Disabled Trips	19,463	86,000
Elderly		55,000
Disabled	19,463	31,000
Total Service Miles	N/A	
Total Service Hours	N/A	

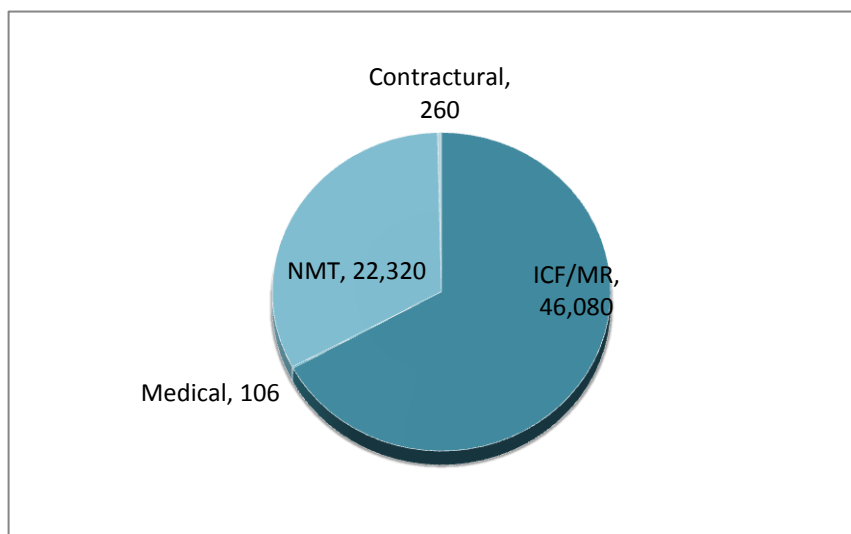
Source: Community Transit Service Program, Sept 2010.

Currently there are no systems in place that track our no shows, denials, and cancelation.

(b) Ridership by Service

Exhibit 4 depicts the breakdown of request by services offered. Non Medical and ICF MR Transportation generates the overwhelming volume of service requests on the system (99.5 percent). Medical transportation and Contractual service is expected to eventually account for 50% of all services provided.

Exhibit 5.
Anne Grady Foundation Transportation Program
Total Requests, by Service



Source: Anne Grady Foundation Transportation Program, June 2010.

Section 2.09 Vehicle Inventory and Utilization

The transit system currently operates a fleet of 22 vehicles with three are utilized as service vehicles. A total of nineteen (19) vehicles are dispersed geographically and according to the service among the four counties. Over the next year CTS is anticipating adding an additional 3-4 vehicles to the fleet. The CTS fleet breakdown consists of twenty-three (23) vehicles of which nineteen (19) are currently used; one (1) in process of purchasing, and three (3) will be acquired thru the ODOT grant with a delivery date of January 1, 2011. It is noted that approximately two (2) of the vehicles are not wheelchair accessible. Five (5) of the vehicle are currently registered through the OMTB as ambulettes; the additional vehicle being purchased will be certified as well as an ambulette with a total of 6 vehicles within the fleet available for medical transportation. The utilization of the current nineteen (19)-vehicle fleet that is in revenue service was charted to determine gaps in vehicle usage and operational peaks (Exhibit 7).

Exhibit 6.
Vehicle Utilization Chart
 Source: AGS Community Transit Services 2010.

Vehicle Type - Ambulettes		Quantity - 5			
Seating Capacity -	Wheelchair	1	2	2	
	Ambulatory	3	5	7	
Current Usage - 44%					
Open Availability - 56%					
Vehicle Type - Passenger Van		Quantity - 2			
Seating Capacity - Ambulatory		15-AMB			
Current Usage - 75%					
Open Availability - 25%					
Vehicle Type - LTN (light transit narrow body vehicle)		Quantity - 8			
Seating Capacity -	Wheelchair	1	2	3	4
	Ambulatory	10	8	6	4
Current Usage - 29%					
Open Availability - 71%					
Vehicle Type - LTV (light transit wide body vehicle)		Quantity - 4			
Seating Capacity -	Wheelchair	1	2		
	Ambulatory	22	10		
Current Usage - 50%					
Open Availability - 50%					

***Maintenance vehicles are not depicted in the chart above.*

Operational peaks occur between 6:00 A.M. and 11:30 A.M. and between 1:00 P.M. and 6:00 P.M. These are typically the hours when most work related trips occur within the transit system. The highest number of vehicles used at any one time is fourteen (14). Using a spare ratio of twenty percent (20%) of the vehicle fleet, the system requires two (2) spare vehicles. This means currently there are three (3) vehicles which could be available to provide additional capacity/service if ridership demand increases. Our ability to provide additional services will also increase with the addition of 4 new vehicles to be purchased and delivered within the next quarter. Given our current vehicle usage our operations will be able to cater specifically towards the elderly with transportation needs in the evenings and weekends.

Section 2.10 Current Technology

(a) Office Environment

Anne Grady Services is spread out between four main facilities: the Anne Grady Foundation (Eber Rd.), the Training and Work Center (Trade Rd.), the Community Programs building (S.Byrne Rd.) and the Prescribed Paediatrics Center (Birchwood

Ave.). They are connected by way of a virtual private network (VPN) through the use of Cisco 501 and 506 firewalls. We operate a Microsoft Windows environment utilizing Windows Server 2003 for the servers and mostly Windows XP service pack3 for the desktop machines connected through Cat 5e cabling via 10/100 switches. Servers and peripheral switches at the Anne Grady Foundation are connected to a central 10/100/1000 switch. Outlying locations use Cat5e cabling and 10/100 switches for connectivity to the network. We currently have 3 wireless routers/access points (2 at the Anne Grady Foundation and 1 at the Trades building) that use WPA2 encryption protocol. We use Microsoft Exchange version 6.5 SP2 for our email system and Microsoft SQL server 2005 as our main database software. We use Symantec Backup Exec 11.5 on a 2Tb disk based backup solution with an off-site duplicate.

Plans are in place to install a wireless bridge between the Anne Grady Foundation and the Training and Work Center. In addition we are planning to upgrade a large portion of our desktop machines to include Windows 7 as the OS and to upgrade Exchange software to Exchange 2010 and Server 2008. Our desktop machines that run Microsoft Office XP or 2003 will be upgraded to Office 2007 and or Office 2010.

The main office for the Transportation Program is located at 1645 Trade Rd in Holland, OH which services as the headquarters and primary dispatch center for the transit system. Two workstations are located in the front office are used by a coordinator/dispatcher (1) and the department manager (2). The coordinators workstation is equipped with the following: HP/Compaq dc5100, P4 3.4Ghz, 1Gb RAM, 80Gb HD,CDRW/DVD, Planar 17”LCD monitor, HP PSC ALL-IN ONE printer. The dispatcher workstation is also outfitted with an Analog/Digital Capable trunking 512 talk group capable base unit radio. The manager’s workstation is equipped with a Lenovo G530 Laptop, Dual processor 2Ghz,3Gb RAM,320Gb HD, DVDRW, HP port replicator,18.5”Acer monitor, Wireless keyboard/mouse, HP Deskjet printer, and Seiko Label Printer. Both are supplied with FDMA-VHF/UHF Digital & FM Portable Radios.

At the corporation’s main administrative office facility on Eber Road there are three workstations: The receptionist workstation is currently outfitted with the base unit for the analog “walkie talkie” radio configuration for the maintenance department it also has a HP/Compaq dx2400 Dual core 2.4Ghz, 2Gb RAM, 80 Gb HD, CDRW/DVD, AOC 15”CRT,Laserjet 6P, Seiko Label Printer. Another receptionists/reservationist is located in the front office and has the following configurations at their workstation HP/Compaq

D220, P4 2.8Ghz, 256Mb RAM, 40Gb HD CDRW, CD-Rom, Compaq 17”CRT. None of these workstations has the capabilities to communicate via radio with the drivers and/or the main transportation office. Information is shared primarily by giving users access to the respective drives on our network.

(b) **Mobile Communication**

The Anne Grady Foundation does not hold a FCC license for our current two-way portable radio network instead we currently charged a monthly airtime rate from our current vendor. All vehicles are equipped with portable two-way radios. Additionally, the system has a limited number of cellular telephones that can be used when drivers perform out-of-county transportation and are out-of-range of the radio network.

(c) **Voice Communication**

The transportation program had installed a direct phone line for all incoming calls for transportation service. Prior to the transportation system’s request, a primary phone system was utilized for both internal and external calls. Even with the additional phone line clients have a difficultly time reaching someone in the department. The transit system continues to maintain the original system primarily for inter-office communication with other organization departments and uses the second system for communication with the public.

Section 2.11 Current Practices and Procedures in Trip Reservation and Scheduling

The current system of scheduling and dispatching is a manual process augmented, in part, by use of Microsoft Excel to produce base subscription (daily) templates and print driver manifests. Office staff designed and produced the Excel spreadsheets.

(i) **Client Database**

There is no master client database. A series of Excel spreadsheets are used to create daily subscription (standing order) templates. These sheets contain the name and critical scheduling information in various rows and columns of the spreadsheet. If a client travelled every day of the week on a subscription trip, the trip would be entered on five base templates (worksheets in the Excel workbook) corresponding to the respective days of travel. The staff uses Excel print layout features to change the dates when printing each template.

(ii) Reservations

A manual system is in place for taking trip reservations. There is no dedicated individual who handles the customer service functions of taking trip reservations, recording trip cancellations, fielding inquiries about the service, and responding to “where’s my ride” requests; the responsibility is shared between the Coordinator and Manager. All four tasks are handled manually by both individuals.

(iii) Telephone System

Trip reservations are made primarily via telephone for “external clients” (non-AGC residents) and via email for all internal requests. Some agency transportation trip requests may be communicated to the system via internet however this system is not widely know and underutilized currently. The phone system does not have a separate trip reservation number(s), enabling communication for the public from our service area. Both phone lines are feed to the transportation main office. There is no method to monitor call volumes, hold times, or abandoned calls. AGF recently invested in a new phone system by NEC UX5000; some of the system capabilities include

- Automatic Call Distribution
- Automatic Terminal Relocation
- Built-in Mini Gatekeeper
- Analog, Digital, & IP Trunks and Stations
- Bluetooth Support
- CSTA/TAPI Support
- XML Support
- PoE Gbit Switch
- QoS Router Blade

A complete breakdown of the current phone system can be made available through AGF IT Dept.

(iv) Trip Reservation Process

For trips excluding non routine and contracted trips, reservations are recorded manually for medical transportation and recreational outings. The system utilizes a combination of Microsoft Outlook Calendar and Excel spreadsheet for this purpose, however, observation indicates that the staff does not have access to the calendar and only uses this form once the trip is scheduled. Typically, scratch pads will be used to record client name, location of the pick-up, requested destination(s), requested date of travel, requested time of travel, and other information, such as disability aides used, companions, PCAs, etc. After completion of the telephone call, the staff will then fill-out the trip request form and input the information into the calendar. As a result, basic trip information is recorded twice

sometimes three times. The form is then saved as an attachment within Outlook Calendar to be accessed and printed prior to the driver leaving for the trip. Trips can also be requested via online through our informational website although this tool is available it has yet to be effectively used and implemented. For a same day request, the trip details will also be filled in accordingly on the day's master trip sheet.

Trip reservation requests are confirmed at the time of trip request; no negotiation of pick-up times occurs on advance reservations. Negotiation of pick-up times occurs *only* when a same day reservation request is made.

Most return trips are scheduled at the same time as the originating trip. The one exception is medical trips, where passengers must call to schedule the return trip after the appointment is completed. Even if the customer provides a firm, fixed time for the return trip, the system asks that the customer call the system when they are ready.

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

Trip reservation request sheets are accumulated throughout the day until the reservation window closes at 3:00 P.M. At this point, one of the schedulers will collect all the sheets and begin the scheduling process.

(a) Cancellations

The transportation program permits trip cancellations any time prior to the scheduled time of pick-up for all services provided. When an individual calls in to cancel a same day trip, the coordinator will gather all information. Followed by radioing to the driver the cancellation if the route has not departed yet a notification will be place on an information board alerting the driver. If within a region/area without radio coverage they will use a cellular telephone to call the driver and notify him/her of the trip cancellation.

(b) Where's My Ride?

Inquiries about late arrivals, etc., may occasionally come into the system. When such calls are received, the primary coordinator and/or receptionist (who does not have access to the master trips list) will either pull the list and manually look up the passenger by scanning the runs

assigned to that location or contact personnel within the transportation department to assist the caller. After locating the assigned run, the agent must then communicate over the radio or cell phone to obtain an updated status of ETA.

Because there is no current connection via computer and/or at the receptionist's desk, and based on the fact that the system is not actively using any technology, this is the only method wherein staff can respond to these types of requests.

(c) PCAs/Companions

For medical transportation Personal Care Attendants (PCAs) are permitted to ride, at no charge, with the passenger provided the PCA has the same origin and destination as the customer. Companions are also permitted to ride on a fare paying basis. The system does not have a definition of a PCA and without a client database, has no formal means of documenting which riders require the use of a PCA. Nevertheless, the staff does not feel that the public is abusing the free fare policy for PCAs. The system does not have a limit on the number of companions permitted to ride with the primary passenger; however, they do reserve the right to limit the number of companions based on space availability.

(d) Scheduling

At the close of the reservation period (4pm daily), all trip reservation/request are collected by the coordinator. The scheduling practices at Anne Grady Foundation can best be described as "slot" scheduling. In this manual method of scheduling, subscription orders are processed first. All trip orders contained in the daily spreadsheet templates are used to create the foundation of an individual run. The run assignments for all subscription trips have been pre-determined by the manager (typically at the time of acceptance of the subscription order and/or routing assignment). Times when the run is not assigned subscription trips become open "slots;" these slots are then filled with consumer requests for casual demand response trips. The coordinator has some flexibility in assigning trips to a particular run given the flexible pick-up window policy in place at the system. The system does not have a standard and does not routinely monitor how often the actual final trip assignment results in a scheduled pick-up time outside this window. At present, there appears to be sufficient capacity in the system that this does not appear to be a problem. When the system ultimately becomes completely open to the public, it will need the capabilities to monitor such performance.

The coordinator/manager will manually scan established runs seeking open slots that are geographically compatible with the trip under consideration. Once a suitable slot has been found, the coordinator/manager will manually type the trip into the Excel spreadsheet (the third time trip details are processed manually).

Once all trips have been assigned to a run, the coordinator/manager saves the template (using another file name) and prints the manifests. Manifests are then placed in the driver's in-box for the upcoming shift. A copy of the master list is saved on the network for the coordinator, billing specialist and manager.

Once completed coordinator/manager will then make a courtesy call to all customers scheduled to travel the next day. In some instances, subscription customers will not be called (e.g., customers who travel five days a week to work will typically not receive a call). All casual demand response customers will be called if the system has a valid phone number. If the final scheduled pick-up time falls outside the original pick-up window defined by the requested time, this will be communicated to the customer during this call.

(e) Dispatching

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

Section 2.12 Pre & Post Trip Passenger Accounting/ Performance Evaluation

An essential part of the trip reservation process is actually inputting the client information into our current billing system. This process is done by the Billing Specialist in conjunction with the Transportation Manager, such information gathered includes clients name address, funding source, type of service, allotted number of service units, etc. Each "wavier client" is assigned a billing code which typically is the first three letters of the last name followed by the first three letters of the first. Anne Grady utilizes billing solutions from Solana software that generates our billing sheets for our standard NMT routes and any ongoing subscription type transportation. The Transportation Coordinator then updates or creates an excel template "checklist" that outlines the routing assignment for each driver.

Following a day of revenue service, all documents are sent or delivered to the administrative office for post trip data entry. The billing specialist has the primary responsibility for performing this function. Actual pick-up and drop off-times are reviewed and each billable trip units is

added to the Excel spreadsheet created in the billing process. Once all information is received for the current week and any missing sheets are located, logged and processed the “bubble” billing sheets are scanned by the specialist into a TIFF file and emailed to ISS for spreadsheet creation. ISS will then email back a completed spreadsheet which is then rescanned by the specialist for any errors (i.e. date read incorrectly, client code was wrong, etc). Once all errors are corrected, they are imported into ISS and then billed. The current system does not have its own internal performance evaluation process.

Section 2.13 Objectives for this Project

(a) Overview

The Anne Grady Foundation seeks to continue to expand and improve its transportation operations while maintaining or increasing efficiency and customer service/satisfaction measures in service delivery. Specific areas of improvement sought in the implementation of computer system, GPS/AVL technology & software, two-way communication system include:

- Comprehensive computer network connected through LAN & Wi-Fi
- Real time vehicle location and status
- Software integration (billing, dispatching, and scheduling)
- VHF/UHF Digital & FM Network

(i) Comprehensive computer network connected through LAN & Wi-Fi

With the implementation of various new and current software programs and equipment simultaneously operating at each of the specified workstations, our current equipment configuration will not successfully operate all components efficiently. Through the use of notebooks with docking stations and widescreen monitors including an interactive, touch LCD display board information can be gathered, organized, and implemented over our LAN and Wi-Fi networks. The use of notebooks will allow for workstations to become mobile i.e. during presentations and/or trainings information can be easily be transmitted or viewed on the main display board from the respective notebook.

(ii) Real Time Vehicle Location and Status

Currently there is no AVL system in place; at minimum it needs to be able to attain and monitor the following information: speed, location, time, and vehicle status. Such information should be easily attained by the respective staff at any given time. AVL

software will be able to display detailed information regarding a vehicle and/or a group of vehicles assigned to a specific service. AGF prefers a high quality mapping for the on screen view for the reservation/scheduling i.e. ESRI mapping that will given accurate detailed information within the rural regions that is often missing in most web-base maps such as Google Maps.

(iii) Software Integration

The transit system shall be able to successfully integrate with scheduling/routing and dispatching software including our billing software. All systems and software shall be linked together via two-way radio/ trunk radio system and or our existing network. The Solana billing software will require the transit system to gather and communicate the following information necessary in the billing process: client name/ billing code, time of pick up or drop off, date, mileages (at point of pick up and drop off). Standard format for such information needs to be retrieved and generated into an excel spreadsheet to process billing. The transit system shall help improve routing to set predetermined efficient routing options to minimize vehicle usage and fuel cost. This will ultimately eliminate and condense the entire billing process.

(iv) VHF/UHF Digital & FM Network

Anne Grady is currently utilizing an analog system for communicating with respective departments i.e. maintenance within the organization and digital FDMA radio system for all transportation activities. The proposed AVL system shall be capable of operating on a digital radio platform. The current portable radio units being utilized will be used to replace the analog portables currently used in maintenance and mobile units will be used for all vehicles. All new communication equipment and AVL hardware shall utilize a digital backbone to transmit information.

Article III. Technical Specifications

Section 3.01 General Overview

The Anne Grady Foundation seeks to improve the efficiency and effectiveness of its transportation services consistent with the objectives established in Section 2.13.

Section 3.02 AVL, Dispatching & Scheduling Software Technical Specifications

(i) Service Area

At a minimum, the service area maps shall encompass the five Ohio counties of Fulton, Henry, Lucas, Ottawa and Wood Counties. Additional maps shall be provided, at additional cost, to ensure that all geographic locations served by The Anne Grady Foundation are included. This area will encompass most of northwest Ohio including locations to the north in Michigan, and as far west to the Ohio/Indiana border, as far east to the greater Cleveland eastern suburbs, and as far south to Findley area..

Mapping capabilities and the office personnel's abilities to identify approximate current locations, based on last known point in the schedule, is considered essential by the Anne Grady Foundation Transportation Program.

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

(ii) GIS Functionality

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

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

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

System shall be capable of exporting data and graphic images in to other software platforms. If the software is limited to basic mapping functions, then data shall be exportable to standard GIS software (ArcView) enabling external GIS analyses. System shall be capable of printing maps to system printers or other devices (plotters, etc.) for driver review during trainings and in-services for changes to existing routes, formulation of new routes, and/or new identified locations.

(iii) Map Features and Attributes

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

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

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

GIS functionality shall include ability to develop overlays or coverage of municipal, census tracts, or block groups and zip code boundaries. GIS functionality shall include ability to define service-based zones, such as NMT zones, etc.

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

System shall be capable of defining and displaying point files, indicating system time points, bus stops, major intersections, and major destinations of travel, or other points of interest.

(iv) Geocoding

Service area map shall contain definitions of street segment name and address ranges. System shall have full geocoding capability allowing The Anne Grady Foundation to enter an address and locate the address on the map. System shall be capable of handling various abbreviations of names (e.g., St. for Street, etc) in the geocoding process. System shall permit manual assignment of *x*- and *y*- coordinates in the event an address cannot be geocoded based on existing map address range attributes and allow for system administration to add new streets as needed.

(v) Distance Computation

Systems shall have the capability of allowing user to calculate distance between points or along a specified portion of the street or route network. The AVL software should allow for the driver to record the current mileage at each respective drop off and pick up location that will be merged into a data base that can be retrieved for billing.

(vi) Graphical Display of Trips

For any trip reservation, system shall be capable of providing, using the GIS capabilities of the software, a map image of the trip origin and/or destination. The system shall maintain a history on each vehicle and usage.

(vii) Client Database

1) Existing Client Database

As The Anne Grady Foundation does not maintain a current client database that is solely for the transit system, the selected proposer, as soon as practical after notice to proceed, shall be responsible for providing a data “template” in order for staff to begin the compile the requisite information that needs to be entered in the proposer’s AVL software in order to complete the client database elements required for use in billing, scheduling, trip assignment, and reporting.

2) Database Attributes

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

The Anne Grady Foundation will not define the required fields nor dictate the format for data to populate the client database fields. Vendor shall be responsible for providing a fully functional client file suitable to transit system needs. Vendors should be aware that The Anne Grady Foundation serves a primarily those with developmental disabilities and/or elderly population. This means that the transit system must regularly work with customers who will be relying on other agencies and/or a care giver when scheduling trips, etc. Vendors should emphasize how their particular software product can specifically address the unique needs of this service area.

3) Data Recovery/Retrieval

The AVL system should have the capabilities of storing information, and allow for the information to be retrieved in a clear systematic process for future use if needed.

4) Messaging/ Trip Request

The AVL system shall link both the driver (in-vehicle console with integrated GPS) and

the coordinator (base unit and workstation) over a two way radio, or trunked radio network(s). The system shall provide free form text messaging, minimum of 160/320 character message display, canned messaging, status keys, menu keys, numeric entry, aux inputs/outputs, etc.

Section 3.03 Digital Two-Way Communication

(a) Standard Options

UHF Mobile 2-way radios outfitted for each vehicle in the fleet for the purpose of voice communications to supervise and coordinate their fleet. These units should be capable of operating in the 450-470 megahertz range, 30 watt power level, capable of a minimum of 4 channels and or talkgroups that can be programmed for conventional as well as a trunking format. Iso capable of operating either in the analog or the digital mode utilizing the FDMA technology. These units must also have an alphanumeric display for the purpose of Channel identification, as well as the capability to receive short text messaging and the ability for the driver/radio operator to acknowledge from the radio by pushing a key that the message was received. All radios should have the ability to scan.

Mobile Data Terminals should be installed in the vehicles for the purpose of monitoring and communicating to the fleet. These Mobile Data Terminals must be able to work with a UHF Mobile 2-Way radio. The requirement is for UHF 2-Way radios to be dedicated to each Mobile Data Terminal specifically for the purpose of data transmissions. The 2-way radio must be capable of operating in the 450-470 megahertz range, 30 watt power level, can be programmed for conventional as well as trunking format. These units must be capable of operating in the conventional or the digital mode utilizing the FDMA technology.

The Mobile Data Terminals must have a 4 X 40 Message Display in a ruggedized industrial enclosure. This MDT must have the GPS integral option also the integral modem for direct radio interface. The MDT must have Status / Menu and Numeric Entry Keys / Buttons. The MDT's must work with a software package that would provide the Dispatcher with step by step as well as stop by stop or even event by event information on each vehicle being tracked and its location. The software package must provide the dispatcher not only vehicle location, but the ability to set up GEO Zones, as well as sending status messaging on an individual vehicle basis. This software must be able to interface with 3rd party software systems utilizing information in an Excel format. All radio devices shall come equipped with the capabilities to utilize both analog and digital

radio frequencies. Standard features should include the following: dash/remote mount, LCD display screen, on/off power control (independent of vehicle ignition being on), emergency call feature, time out timer, PC interface (for base units), programmable identification, and standard mic. Base remote controllers should be utilized if possible to decrease the need for additional base units needed for workstations that will need access on an as needed bases.

1) Variety of Operation

The communication equipment shall allow for the either the coordinator or the driver to implement a paging call, emergency call, group calling, status messaging, remote kill/stun(via base unit), remote check to verify radio is on and accessible, transmit short and long data messages.

2) Secure Privacy

Given the population and type of service provided by Anne Grady ensuing client confidentiality is essential to the quality of our service. Technology should have the capabilities to enable voice and data scrambling for security against external threats while providing confidentiality within the same system and talk group. All information has to be maintained, and transferred between the approved parties to remain compliant with HIPPA regulations anything less is not acceptable.

3) Sound Quality

Without clean, clear channels the radio equipment will not operate at its maximum potential. Vendors will need to supply a coverage map depicting the area of service and the signal strength. Voice quality should be maintained throughout the entire service area with no fades in quality.

Section 3.04 System Parameters

System shall have capability for user specified settings that govern the communication process between the driver and dispatch and/or inter-departmental. For example, The Anne Grady Foundation typically gets calls regarding estimated pick up time; the coordinator and/or the manager shall be able to pull up the AVL software locate the vehicle and driver, communicate via radio and/or text message “any delays?” and communicate the information back successfully to the caller.

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

Section 3.05 Reports

(a) Standard Reports

Transit software should be capable of generating a range of management and service reports including those needed for National Transit Database fillings necessary to permit sufficient oversight of the transit service. Standard reports should include but are not limited to vehicle, location, messages, alerts, activity, mileages (fleet and/or specific vehicle), speeding, etc. Such data shall be gathered through all software and retrieved as needed by Anne Grady.

(b) Ad Hoc Reports

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

Section 3.06 Hardware

It is our overall goal to create a seamless transit system with the ability to integrate with AGF current configurations and incorporate the new software and technology through the use of quality hardware. The software proposers shall specify any additional necessary hardware to effectively create an optimal computing environment and document additional hardware and software necessary for installation at our location(s). The Anne Grady Foundation will acquire all necessary hardware through this local government procurement process as well. Vendors bidding on all or portions of the hardware necessary to outfit the transit system shall follow the identified AGF specifications listed below. As soon as practical after notice to proceed with the selected software(s), the vendor shall provide a complete list of technical specifications for computer hardware that will generate best performance in the software's runtime environment. The following minimum/preferred specifications for computer equipment, monitors, and interactive LCD display are as follows:

Notebooks/Laptops

	<u>Minimum</u>	<u>Preferred</u>
Monitor Specifications		
<i>Display Type</i>	Full HD LED Backlight	
<i>Screen Size</i>	17"	18.4"
RAM Memory Specifications		
<i>Memory Type</i>	DDR3	
<i>Memory Size</i>	4GB	6GB
<i>Memory Speed</i>	1066MHz	DDR3 1333
<i>Maximum Memory Supported</i>	12GB	16GB
Hard Disk Drive Specifications		
<i>Capacity</i>	500GB, 5-in-1	1TB, 8-in-1
Processor Specifications		
<i>Processor Speed</i>	1.6GHz	1.73GHz
<i>Processor Number</i>	720QM	i7-720QM
Supplemental Drive		
<i>Capacity</i>	500GB, 5-in-1	1TB, 8-in-1
<i>Supplemental Drive Type</i>	Media Reader	
<i>Media Types</i>	Multimedia Card, Memory Stick, Memory Stick PRO, Secure Digital, xD-Picture Card	Memory Stick, Memory Stick Duo, Memory Stick PRO Duo, Memory Stick PRO, Multi Media Card, Mini-Secure Digital, Secure Digital, xD-Picture Card
Communications		
<i>Communication Description</i>	Integrated LAN, Integrated Wireless LAN, Integrated Bluetooth	
<i>Interface Type</i>	RJ-45 Ethernet Connector, Bluetooth™, 802.11b/g/n Wireless Networking	Bluetooth Connector, RJ-45 Ethernet Connector, 802.11b/g/n Wireless Networking
<i>Data Transfers Rate</i>	Up to 300 Mbps, Bluetooth 2.1 +EDR, 10/100/1000 Gigabit Ethernet LAN	
<i>Protocols</i>	WIFI, 802.11b, 802.11g, 802.11n	
Battery		
<i>Battery Type</i>	6-Cell Lithium-ion	12-Cell Lithium-ion
<i>Battery Life</i>	Up to 2.5 hours	3 hours, 47 minutes

Monitors

	<i>Minimum</i>	<i>Preferred</i>
Display Properties		
Display Type	Widescreen LCD	Widescreen LED
Pixel Pitch	0.265mm	0.276mm
Display Colors	16.7 million	
Scanning/Frequency		
Vertical Refresh Rate	55Hz - 75Hz	
Horizontal Frequency	30 ~ 83kHz	
Resolution and Preset Modes		
Maximum Resolution	1920 x 1080	
Audio		
Speakers	2 x 1 Watt Speakers	2 x 2 Watt Speakers
Optical Characteristics		
Contrast Ratio	1000:1	
Brightness	250 cd/m ²	
Response Time	2 ms	5 ms
Horizontal Viewing Angle	170 degrees	
Vertical Viewing Angle	160 degrees	170 degrees

Monitors should measure 23" to 26" diagonally.

Interactive LCD Display

The interactive display is a touch-enabled LCD display designed to give access to digital materials in meetings/trainings and interacting with notes and actual data from other software programs effectively and efficiently. The professional-grade LCD display with touch technology will give a large, high-quality display that can easily be operated using a finger or the pencil tool and/or adjacent computer system. This widescreen, projector-free system should also supports HD and eliminate shadows, and improve both the visibility and impact of your notes and visuals material. The LCD display will enable us to open and write in Microsoft® Word and PowerPoint®, and on other commonly used applications including any software programs or components attained for the purpose of the transit system with digital ink. The display will have the following specifications: a minimum of 52" diagonal, able to sync with computer hardware i.e. through Bluetooth, USB, and/or WiFi technology, supports multitouch gestures with direct screen touch capabilities, and optional wall mounting.

Article IV. Quality Assurance Plan

Section 4.01 Project Manager

(a) Designation of Manager

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

(b) Single Point of Contact

The proposer's shall determine an "implementation person" and/or project manager project manager that will be a part of the proposal team from start to finish. This person will be identified as the sole point of contact between the vendor and The Anne Grady Foundation for all business matters concerning the purchase, customization, installation, testing, and training phases of this project.

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

Section 4.02 Products Offered

(a) Use of Existing Market Products

Anne Grady Foundation does not desire to purchase products that represent beta versions or products that have not been installed in other operational environments in other transit systems in the United States.

(b) Current Version

Anne Grady Foundation requires the proposer to offer the latest, tested release version of each software product/module included in this proposal.

(c) Lists of Installed Sites

For each product or module offered to fulfil the scope of services under this RFP, the proposer shall provide a list of the ten (10) most recent sites where the product is currently being used and *specify the following: type of system/software installed, number of units, and fleet size*).

For each site, the proposer shall list:

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

Section 4.03 Warranty

The Anne Grady Foundation County requires that the successful proposer to warrant the software product(s) offered to perform as described in the proposal response for a period of five (5) years after date of acceptance.

Section 4.04 Technical Support

(a) Scope

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

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

(b) User Groups/Newsletters/Technical Bulletins

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

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

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

Section 4.05 Installation, Testing, and Acceptance

(a) Access to Anne Grady Corporation Office Locations

Throughout the period of software and hardware installation, The Anne Grady Foundation shall designate a local project manager to coordinate the vendor's local installation efforts. All contact with The Anne Grady Foundation regarding project matters, site visits, project schedule, training, etc. shall be coordinated through this transportation manager.

(b) Installation

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

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

(c) Testing

Upon notification of that the systems is ready for testing; The Anne Grady Foundation and the vendor will schedule a date for performance testing. During this period, The Anne Grady Foundation will operate, with respect to hardware devices and software in dual mode.

(d) On-Site Representation

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

(e) Testing Period

The Anne Grady Foundation shall operate in test mode for a minimum of thirty (30) days, up to a maximum of ninety (90) days, during the testing period. During this time, The Anne Grady Foundation shall compile a list of issues, bugs, software glitches, etc. that shall be the responsibility of the vendor to correct during an additional 30-day period.

(i) Errors, Corrections, and Fixes

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

(ii) Final Testing

Upon satisfactory fix of all bugs, integration problems, etc., The Anne Grady Foundation will again commence a final testing period for thirty (30) days to verify that the vendor has addressed the identified problems without any further hiccups.

(f) Acceptance

After final testing is completed to the satisfaction of the Anne Grady Foundation Transportation Program, the Transportation Manager will issue a letter of acceptance to the vendor.

Section 4.06 Training

(a) General

Vendor shall be required to train Anne Grady Foundation personnel to proficiency on all software products offered. All training shall be conducted in Holland, OH offices of the Community Transit Service program and all training schedules shall be coordinated with The Anne Grady Foundation transportation manager.

(b) Training Program

Vendor shall be required to provide a combination of classroom and “hands-on training

for all software products offered. Training content and duration shall be stated specifically in the proposer's written offer in response to this procurement.

(c) Computer Hardware for Training

It shall be the responsibility of The Anne Grady Foundation to provide the computers necessary for the selected vendor to provide all "hands-on" modules of software training.

(d) Class Size

Vendor shall examine the Anne Grady Foundation Transportation Program's organization charts to assess the potential number of staff who will be required to attend vendor training on the various software products to be held at AGF's Holland, OH offices.

(e) Training on Ancillary Software

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

Section 4.07 Manuals and Documentation

Vendor shall provide five (5) copies of the software manuals for each product offered as part of this procurement. Vendor will also be responsible for supplying AGF with any manual(s)' update for the systems and/or software timely.

Section 4.08 Payment Procedures

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

Article V. General Terms and Conditions

Section 5.01 General Terms and Conditions

(a) Addenda

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

(b) Late Proposals/Modifications or Withdrawals

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

(c) Proposals Binding

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

(d) Program Fraud and False or Frudulent Statements or Related Acts

31 U.S.C. 3801 et seq.

49 CFR Part 31 18 U.S.C. 1001

49 U.S.C. 5307

(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.

(e) **No Obligation by the Federal Government**

(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.

(f) **Contract Work Hours and Safety Standards Act**

Background and Application

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts “financed at least in part by loans or grants from ... the [Federal] Government.” 40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 49 CFR 18.36(i)(6). Although the original Act required its application in any construction contract over \$2,000 or non-construction contract to which the Act applied over \$2,500 (and language to that effect is still found in 49 CFR 18.36(i)(6)), the Act no longer applies to any “contract in an amount that is not greater than \$100,000.” 40 USC 3701(b)(3)(A)(iii).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ “laborers or mechanics on a public work.” These non-construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed “commercial items.” 40 USC 3707, 41 USC 403 (12). A grantee that contemplates entering into a contract to procure a developmental or unique item should consult counsel to determine if the Act applies to that procurement and that additional language required by 29 CFR 5.5(c) must be added to the basic clause below.

The clause language is drawn directly from 29 CFR 5.5(b) and any deviation from the model clause below should be coordinated with counsel to ensure the Act’s requirements are satisfied.

Clause Language

Contract Work Hours and Safety Standards

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

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages.

Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

(4) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

(g) Disclaimer of Liability

The Anne Grady Foundation will not hold harmless or indemnify any Contractor for any liability whatsoever.

(h) Hold Harmless

The Contractor agrees to protect, defend, indemnify and hold The Anne Grady Foundation Transportation Program, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, suites, causes of action, and judgments of every kind and character in connection with or arising directly or indirectly out of this

agreement and/or the performance thereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defence for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto (including attorney fees and court costs), even if such claim is groundless, false or fraudulent.

(i) **Governing Law**

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

(j) **Civil Rights Requirements**

29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

Civil Rights - The following 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.

(k) **Conditional Proposals**

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

(l) Subletting of Contract

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

(m) Assignment /Transfer of Interests

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

(n) Licenses, Permits, and Taxes

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

(o) Regulatory requirements

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

(p) Equal Opportunity

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

(q) Responsible Firms

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

(r) Acceptance/Rejection of Proposals

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

(s) Lack of Funds

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

(t) Termination

49 U.S.C.Part 18

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

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Anne Grady Foundation 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 Anne Grady Foundation 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 Anne Grady Foundation, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The Anne Grady Foundation 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 the Anne Grady Foundation'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 The Anne Grady Foundation setting forth the nature of said breach or default, the Anne Grady Foundation 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 the Anne Grady Foundation 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 Anne Grady Foundation elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the Anne Grady Foundation shall not limit Anne Grady Foundation's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) The Anne Grady Foundation, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract,

the Anne Grady Foundation may terminate this contract for default. The Anne Grady Foundation shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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

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

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

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

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

(u) Protest Procedure

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

(v) Disadvantaged Business Enterprise:

49 CFR Part 26

Disadvantaged Business Enterprises

Participation of DBE enterprises is encouraged on this contract, if available.

(w) Buy America

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

(x) Fly America Requirements

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

Cargo Preference - Use of United States-Flag Vessels - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30

working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

(y) Severability

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

(z) Energy Conservation

42 U.S.C. 6321 et seq.
49 CFR Part 18

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.

(aa) Environmental Violations

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

(bb) Recycled Products

42 U.S.C. 6962

40 CFR Part 247

Executive Order 12873

Recovered Materials - 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.

(cc) Incorporation of Federal Transit Administration (FTA) Terms

[FTA Circular 4220.1E](#)

- 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 4220.1E](#) 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 (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

(dd) Federal Changes

49 CFR Part 18

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.

(ee) Interest of Members of or Delegates to Congress

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

(ff) Davis Bacon and Copeland Anti-kickback Acts

Background and Application

The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, et seq. and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that “at least partly are financed by a loan or grant from the Federal Government.” 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i)(5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a). ‘Construction,’ for purposes of the Acts, includes “actual construction, alteration and/or repair, including painting and decorating.” 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause (see 29 CFR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.

The clause language is drawn directly from 29 CFR 5.5(a) and any deviation from the model clause below should be coordinated with counsel to ensure the Acts’ requirements are satisfied.

Clause Language

Davis-Bacon and Copeland Anti-Kickback Acts

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be

constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

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

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

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and

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

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

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

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

(2) **Withholding** - The Anne Grady Foundation shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the

construction or development of the project), all or part of the wages required by the contract, the Anne Grady Foundation may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

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

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

contractor is responsible for the submission of copies of payrolls by all subcontractors.

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

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

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

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

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

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

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

(4) **Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are

employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal

Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

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

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

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

(gg) **Publication, Reproduction,. and Use of Material**

No custom material produced in whole or in part under the contract shall be subject to copyright or patent in the United States or in any country. The Anne Grady Foundation Transportation Program, ODOT, and the Federal Transit Administration (FTA) shall have

authority to publish, disclose, distribute and otherwise use, in whole or in part, any custom materials prepared under the contract.

(hh) Access to Records

49 U.S.C. 5325

18 CFR 18.36 (i)

49 CFR 633.17

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

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

2. 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.

3. 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.

4. 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.

5. 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).

The subcontractor who will be subject to the provisions.

(ii) Suspension and Debarment

29 CFR Part 29

Executive Order 12549

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

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 The Anne Grady Foundation. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to The Anne Grady Foundation, 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.

(jj) Independent Price Determination

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

(kk) Lobbying Restrictions

The Proposer certifies by submission of this RFP that:

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

- (i) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Proposer shall complete and submit Standard Form LL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (ii) The Proposer shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants, and

contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

(11) Term of Payment

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

Article VI. Proposal Forms and Certifications

Section 6.01 Required Forms

(a) Certification of Receipt of Addenda to the Request for Proposal

All persons or firms submitting a proposal in response to this RFP must certify receipt of any addenda issued by The Anne Grady Center under this solicitation.

(b) Price Proposal Form

(i) Required Forms

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

(ii) Additional Items

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

(iii) Electronic Format

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

Section 6.02 Required Certifications

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

- (a) Affidavit of Non-Collusion
- (b) Disadvantaged Business Enterprise (DBE) Certification – Non Vehicle Purchases
- (c) Debarment Certification
- (d) Restrictions on Lobbying Certification
- (e) Buy America Certification

Certification of Receipt of Addenda to the Request for Proposal

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

Acknowledgement of Receipt of Addenda

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

Addendum Number: _____, dated: _____

Addendum Number: _____, dated: _____

Addendum Number: _____, dated: _____

Name of Individual, Partnership or Corporation:

Address:

Name of Authorized Person:

Signature:

Title of Authorized Person:

Date:

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

Price Proposal Form

Vendors should either complete the following form or create an itemized list covering all areas listed below and submit with their proposals. Proposers may replicate this form and add details provided the basic cost headings specified below are included.

ITEM/Description		QTY	Base Cost	Vendor Explanation/Substitution.
1.				
2.				
3.				
4.				
On-Site Direct Costs <i>(Labor Itemized)</i>				
	Installation (itemize)			
	Implementation (“Go live”)			
	Follow-Up Site Visit			
	Additional (Hourly or Daily Rate)			
Training				
	Training Costs (materials)			
	Staff Training Costs			
Technical Support <i>(Proposers must specify exactly what is covered, e.g., upgrades, on-site support, remote access support, etc.)</i>				
1.	Included in Initial Contract (Describe)			
2.	Annual or Ongoing Fees (Describe)			
3.	Other Maintenance Fees (Describe)			
	Subtotal			
	Total Cost			

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

Affidavit of Non-Collusion

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

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

Signed:

Firm:

Subscribed and sworn to before me

this _____ day of _____ 20 ____

Notary Public

My Commission Expires _____ 20 ____

Proposer's Federal Employer Identification No.. _____

(As used on employer's quarterly Federal Tax Return)

Disadvantaged Business Enterprise (DBE)

Certification – Non Vehicle Purchases

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

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

Signature: _____ Date: _____

Title: _____

Firm: _____

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

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

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

- A. Are not presently debarred, suspended, proposed for Debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph B of this certification; and
- D. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.

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

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

Signature and Title of Authorized Official

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

Signature of the Applicant's Attorney

Date

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

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

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

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

Signature and Title of Authorized Official

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

Signature of Applicant's Attorney

Date

OHIO HOMELAND SECURITY (section 2909.33 of the Ohio Revised Code)

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List). Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment

instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

Complete this section if you are an individual

NAME _____

HOME ADDRESS _____

CITY STATE ZIP COUNTY _____

HOME PHONE (_____) WORK PHONE (_____)

Complete this section only if you are a company, business or organization

BUSINESS/ORGANIZATION NAME _____

BUSINESS ADDRESS _____

CITY STATE ZIP COUNTY _____

PHONE NUMBER (_____)

DECLARATION

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

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

- 1 Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?
Yes No

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

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

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration.

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

If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

Signature

Date