Invitation No.: 405-18
Location: Statewide
Commodity: Fixed Route CAD/AVL, Real-Time Passenger Information and Integrated Payment Systems
Multiple Award
Pricing: http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/PurchDocs/405pricing.xls

INVITATION TO BID (ITB)

State of Ohio, Department of Transportation
Office of Contract Sales, Purchasing Services
Jerry Wray, Director

ITB Information Conference Call:
October 4, 2017 1:00 PM EST

Bid Submission Deadline (Bid Opening Date):
November 22, 2017 at 2:00 p.m. eastern time

Submitted by:

Company Name:________________________________________

Federal Tax ID No.:____________________________________

<table>
<thead>
<tr>
<th>Physical/Mailing Address:</th>
<th>Remit to Payment Address:</th>
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</thead>
<tbody>
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<td>Street Address:</td>
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<tr>
<td>P.O. Box:</td>
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<tr>
<td>City:</td>
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<tr>
<td>St:</td>
<td></td>
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<tr>
<td>Zip:</td>
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</tr>
</tbody>
</table>

Contact Person and Phone Number:
(authorized to answer questions about your company’s bid)

E-Mail Address (required):
(person who filled out bid)

E-Mail Address (required):
(for notification of future bid opportunities)

<table>
<thead>
<tr>
<th>Telephone Number</th>
<th>800 Number</th>
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</tbody>
</table>

Return Properly Marked, Complete Bid Packages To:
Ohio Department of Transportation
Office of Contract Sales, Purchasing Services, 1st floor
1980 West Broad St. Mail Stop 4110
Columbus, OH 43223

BIDDERS MUST SUBMIT ANY QUESTIONS, CLARIFICATIONS, OR INQUIRIES REGARDING THIS INVITATION TO BID VIA THE FOLLOWING WEBSITE:
http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Pages/PurchasePBQ.aspx
# Table of Contents

I. INTRODUCTION  
II. BACKGROUND AND PURPOSE  
III. SCOPE  
IV. PROJECT LOCATION  
V. PROJECT PARTIES  
   a. Ohio’s Rural Transit Systems-Sub-Recipients  
   b. Connect Ohio-Partner  
VI. PROJECT IMPLEMENTATION  
VII. SUBMISSION INSTRUCTIONS  
   a. Communication  
   b. Submission Format and Quantity  
   c. Pre-Submission Conference  
   d. On-Site Demonstration  
VIII. TECHNICAL SPECIFICATIONS  
   a. Business Requirements Specifications  
   b. Additional Functions/Optional Solutions  
IX. ELIGIBILITY REQUIREMENTS  
X. GENERAL TERMS AND CONDITIONS  
XI. FEDERAL CERTIFICATIONS AND ASSURANCES
I. INTRODUCTION

This is an Invitation to Bid (ITB), and does not constitute a commitment, implied or otherwise, that the Ohio Department of Transportation (ODOT) will take procurement action in this matter. Rather, this ITB is being used as an opportunity for Vendors to offer their products and services (as described below) to Local Government Transit Agencies (individually referred to as Transit Agency) which will choose Fixed Route CAD/AVL, Real-Time Passenger Information and Integrated Payment Systems software and hardware from Vendors approved under this ITB for the Transit Tech Ohio (T2O) project. Any contracts resulting from this solicitation will NOT be between the Vendor and ODOT; they will be between the Vendor and Transit Agency.

This ITB is designed to provide Vendors with the information necessary for the preparation of an appropriate response. Each Vendor is responsible for determining all factors necessary for submission of a comprehensive response.

Responses should be based on the material contained in this ITB or any other relevant information the Vendor thinks is appropriate. By submitting a response, each Vendor agrees that it will not bring any claim or have any cause of action against the ODOT, the State of Ohio, or any employee of ODOT or the State, based on any misunderstanding concerning the information provided or concerning the ODOT’s failure, negligent or otherwise, to provide the Vendor with pertinent information as intended by this ITB. Information submitted in response to this ITB will become the property of the State of Ohio. The State of Ohio will not pay for any information herein requested nor is it liable for any cost incurred by the Vendor. Again, a response to this Invitation to Bid does not constitute, nor guarantee, a contractual agreement between ODOT and the Vendor.

II. BACKGROUND AND PURPOSE

ODOT was awarded $6.839 million in federal dollars to improve Ohio’s rural transit systems’ scheduling and dispatching software/hardware and expand broadband into areas of Ohio with insufficient broadband access. These funds were awarded by U.S. Transportation Secretary Anthony Foxx through the 2015 Transportation Investment Generating Economic Recovery (TIGER) VII competitive grant program to fund ODOT’s T2O project.

Ohio Rural Transit Systems are challenged with a wide array of scheduling and dispatching approaches and operating in areas with limited or no mobile broadband service. The goals of the T2O project are, therefore, to provide a minimum set of standards for scheduling and dispatching software and hardware by supplying capital funds to help align and streamline these systems. This would include Global Positioning Systems (GPS) equipment, Automatic Vehicle Location (AVL) systems,
tablets, and/or MDT’s (Mobile Data Terminals) for each driver; purchasing multiple licensing and/or off-site access capabilities; and eliminating base to vehicle communication gaps in rural areas of the state faced with limited or no connectivity by improving broadband access and two-way radio access.

The first goal of this project includes the development of a minimum set of standards for all rural transit systems’ scheduling and dispatching software/hardware. These upgrades will improve service efficiencies and effectiveness, customer service, and the ability to coordinate and communicate with first responders and other human service agencies. In addition, by implementing these minimum set of standards, all rural transit systems will have the resources to submit required ODOT reporting.

ODOT has met the demand response software need through ITB 142-17. Two vendors (CTS Software and Ecolane) were selected to implement demand response scheduling/dispatching software. The Vendors met all Federal requirements and their software is capable of meeting the minimum set of standards.

The second goal of this project is to eliminate communication gaps in rural areas in the State faced with limited or no broadband connectivity. Capital funds will be provided to mobile broadband companies to improve mobile broadband services in these designated areas. ODOT is working with Connect Ohio to meet this goal.

This ITB is intended to complete the first goal of this project through procurement of Fixed Route CAD/AVL, Real-Time Passenger Information and Integrated Payment Systems software and hardware from Vendors bidding on this ITB. It is ODOT’s intent to identify Vendors that meet the set of minimum standards set by the TIGER PMO Team, are compatible with CTS Software or Ecolane, and have met the Federal Transit Administration (FTA) procurement requirements.

### III. SCOPE

The Ohio Department of Transportation is seeking Vendors who can offer services in the areas of Fixed Route CAD/AVL, Real-Time Passenger Information and Integrated Payment Systems. ODOT and the rural transit systems highly desire an integrated and efficient approach from the agency and passenger perspective. However, given the solutions currently available for public transit alone, ODOT and the rural transit systems do not believe a comprehensive solution to address their needs exists in the marketplace. For this reason, ODOT and the rural transit systems strongly encourage providers with experience in public transit fixed AVL to seek partnerships or joint ventures with firms experienced in the other desired areas of focus and vice versa.

Selected Vendors will be placed on a list of approved Vendors. Being placed on the list does not guarantee being chosen as a service provider.
Agreement Duration

The effective duration of this agreement shall be from the **January 15, 2018 through June 30, 2018**. All pricing submitted for both equipment and accessories shall remain valid for the duration of the agreement (unless equipment is no longer available).
IV. PROJECT LOCATION

See Figure 1 for a map of the rural transit office locations.

Figure 1 – Ohio’s Rural Public Transit System Locations with Software and Broadband access
V. PROJECT PARTIES

The Ohio Department of Transportation is the administrative department of the Ohio state government responsible for developing and maintaining all state and federal roadways in the state of Ohio with exception of the Ohio Turnpike. In addition to highways, the department also administers and oversees public transportation programs, public aviation, maritime and bicycle/pedestrian programs. ODOT is headquartered in Columbus, Ohio. The Director of Transportation is part of the Governor's Cabinet.

The ODOT Office of Transit is responsible for administering the TIGER VII funds for the T2O project and is comprised of three sections to serve Ohio’s transit systems. The Program Management staff administers the state funded Ohio Urban Transportation Grant Program, and Ohio Elderly and Disabled Transit Fare Assistance Program. In addition, they administer the federally funded Section 5311 Formula Grants for Rural Areas Program, Section 5337 State of Good Repair Grants Program, and the Section 5339 Bus and Bus Facilities Program.

The Compliance and Oversight staff administer the federally funded Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program, Section 5329 State Safety Oversight Program and are responsible for all federal program compliance and conducting all Technical Assurance Reviews. In addition, the Compliance and Oversight section is responsible for the development of all office publications and administration of the Ohio Technical Assistance Program.

The Financial Management staff are responsible for the development and oversight of the office budget including all state and federal funds, monitoring all federal program apportionments, processing FTA reimbursement requests ((ECHO), and monitoring grant closeouts. In addition, Financial Management staff administer the federally funded Section 5304 Metropolitan & Statewide Planning and Non Metropolitan Transportation Planning Program and monitor all federal programs quarterly reporting.

a. Ohio’s Rural Transit Systems-Sub Recipients

Rural Transit Systems in Ohio are in areas with less than 50,000 in population. The sub recipient entities in the T2O project include Boards of County Commissioners, a Regional Transit Authority, County Transit Boards, City Councils, and private non-profit entities designated by local governmental entities. These entities are listed in Figure 2 – Ohio’s Rural Transit System Sub-recipients. Most of the 34 rural transit systems provide demand-response service without fixed route service. However, 8 rural transit systems provide fixed route service or demand-response service. These systems are hi-lighted in Figure 2 – Ohio’s Rural Transit System Sub-recipients. Please see the Status of Public
Transit in Ohio 2014 for an overview of all public transit service included in each of the 34 rural systems in Ohio.
## Figure 2 – Ohio’s Rural Transit System Sub-recipients

### Fixed or Fixed Deviated Routes

<table>
<thead>
<tr>
<th>Transit Agency Name</th>
<th>Sub recipient entity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ashland Public Transit</td>
<td>City of Ashland</td>
</tr>
<tr>
<td>Ashtabula County Transportation System</td>
<td>Ashtabula County</td>
</tr>
<tr>
<td>Athens Transit</td>
<td>HAP Community Action</td>
</tr>
<tr>
<td>Bowling Green Transit</td>
<td>City of Bowling Green</td>
</tr>
<tr>
<td>Carroll County Transit System</td>
<td>Carroll County</td>
</tr>
<tr>
<td>Champaign Transit System</td>
<td>Champaign County</td>
</tr>
<tr>
<td>Chillicothe Transit System</td>
<td>City of Chillicothe</td>
</tr>
<tr>
<td>Community Action Rural Transit System</td>
<td>Community AA of Columbiana County</td>
</tr>
<tr>
<td>Fayette County Transportation Program</td>
<td>Community Action Fayette County</td>
</tr>
<tr>
<td>Geauga County Transit</td>
<td>Geauga County</td>
</tr>
<tr>
<td>Greenville Transit System</td>
<td>City of Greenville</td>
</tr>
<tr>
<td>Hancock Area Transportation Services</td>
<td>HHWP Community Action</td>
</tr>
<tr>
<td>Harrison County Rural Transit</td>
<td>Harrison County Rural Transit Board</td>
</tr>
<tr>
<td>Huron County Transit</td>
<td>Services for Aging, Inc</td>
</tr>
<tr>
<td>Knox Area Transit</td>
<td>Knox County</td>
</tr>
<tr>
<td>Lancaster Public Transit System</td>
<td>City of Lancaster</td>
</tr>
<tr>
<td>Transportation for Logan County</td>
<td>RTC Industries</td>
</tr>
<tr>
<td>Logan Transit System</td>
<td>HAP Community Action</td>
</tr>
<tr>
<td>Marion Area Transit</td>
<td>City of Marion</td>
</tr>
<tr>
<td>Monroe County Public Transit</td>
<td>Monroe County</td>
</tr>
<tr>
<td>Morgan County Transit</td>
<td>Morgan County</td>
</tr>
<tr>
<td>Ottawa County Transportation Agency</td>
<td>Ottawa County Transit Board</td>
</tr>
<tr>
<td>Perry County Transit</td>
<td>Perry County</td>
</tr>
<tr>
<td>Pickaway Area Rural Transit</td>
<td>Pickaway County Community Action</td>
</tr>
<tr>
<td>Community Action Transit System</td>
<td>Community Action Pike County</td>
</tr>
<tr>
<td>Sandusky Transit</td>
<td>City of Sandusky</td>
</tr>
<tr>
<td>Access Scioto County</td>
<td>Scioto County</td>
</tr>
<tr>
<td>Seneca County Agency Transportation</td>
<td>Seneca County Transit Board</td>
</tr>
<tr>
<td>Shelby Public Transit</td>
<td>City of Sidney</td>
</tr>
<tr>
<td>South East Area Transit</td>
<td>South East Area Transit</td>
</tr>
<tr>
<td>TRIPS - Sanduscky County</td>
<td>WSOS Community Action</td>
</tr>
<tr>
<td>Washington County</td>
<td>Community Action Bus Lines (CABL)</td>
</tr>
<tr>
<td>Wilmington Transit System</td>
<td>City of Wilmington</td>
</tr>
</tbody>
</table>


b. Connect Ohio-Partner

Connect Ohio has served as the state’s leader and trusted advisor in Ohio’s broadband ecosystem, implementing effective strategies to expand broadband access and increase technology adoption, since 2007. Connect Ohio collects and validates granular broadband availability data in order to catalyze informed state and local action.

Connect Ohio’s Community Planning and Technical Assistance conducts infrastructure and local asset evaluations, and develops and coordinates local broadband planning teams and community projects to offer solutions to the barriers to broadband access, adoption, and use.

Connect Ohio completed mobile drive tests in all 10 Southeast Ohio counties listed as having insufficient mobile broadband. The data for each county was mapped by broadband provider identifying areas of sufficient broadband access. Connect Ohio has also worked with community leaders in each county to identify available local assets (land, towers, water tanks et al) to support the broadband expansion efforts into these areas.

Connect Ohio’s history of negotiating and coordinating with private broadband service providers will enhance the likelihood of project success, as well as provide expertise previously not known to the public transit agencies. For the purposes of this project, Connect Ohio has identified the areas that pose to be the “weak links” in the rural transit service area.

VI. PROJECT IMPLEMENTATION

In an effort to reduce the burden on the rural transit systems, ODOT elected to conduct a statewide ITB. The ITB is intended to collect offers including solutions (software/hardware) and services (installation/ maintenance/ training) from all Vendors interested in providing fixed route CAD\AVL, real-time passenger information and integrated payment system for rural transit systems in Ohio. ODOT, in coordination with the TIGER PMO Team, developed a set of minimum fixed route specifications that will produce results capable of meeting the T2O project goals. Through the ITB process, ODOT will identify responsive Vendors that meet the required set of minimum specifications. Responsive Vendors meeting the minimum specifications must also meet the Federal Transit Administration (FTA) procurement requirements. Vendors meeting all requirements will receive an invitation to demonstrate their product.

ODOT will provide TIGER VII grant funding to the rural transit systems through a T2O contract. ODOT will issues this contract to each rural transit system after the rural transit system has selected the Vendor and appropriate Vendor solution(s) that meets their needs. The rural transit system is responsible to enter into an agreement with the Vendor to implement the selected Vendor solution. The Vendor will work directly with the rural transit system to ensure the project is fully operational and
complete before December 31, 2018. The TIGER PMO Team will provide project oversight through project completion.

VII. SUBMISSION INSTRUCTIONS

All responses to this ITB must be submitted according to these submission instructions. ITB responses received without all required documents or signatures will be considered non-responsive.

a. Communication

All communication regarding this ITB will be through the ODOT Office of Contracts. Vendors should submit questions/inquiries regarding this ITB via the ODOT Office of Contract Sales at the following URL:

http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Pages/Purchase.aspx

Pre-bid questions must be received no later than the close of business the Thursday prior to the scheduled opening date. An addendum being issued is dependent upon the information received and the impact on the competitive bidding process.

All pre-bid inquiries must have the following: Name of the Sender, Contractor or Company Name, Phone Number, Project Number, Letting Date, a detailed description of the question.

Vendors are NOT to contact any other ODOT office, including District offices, for responses to pre-bid questions.

b. Submission Format and Quantity

Each ITB Response must contain information for all vendors included in the solution presented. Each submission must include, at a minimum, the following:

- Business Requirements Specification – completed
- Cost Estimate – Software and Hardware – completed
- Detailed list of hardware - including Cost Estimate
- Terms and Conditions - signed
- Certifications, Assurances and Grant Requirements - signed

Additional responses with corresponding solutions are welcome. Additional responses must include the following:

- A list of Additional Functions/Options available in the solution presented
Cost Estimate spreadsheet with cost associated to each Option with ongoing costs included.

Detailed list of hardware to support additional functions and associated cost

Available brochures or other documentation providing information about the solution presented.

Submit 4 printed copies of each ITB response package with additional brochures, and one copy on CD or Jump Drive to:

Ohio Department of Transportation,
Office of Contract Sales, Purchasing Services, 1st floor
1980 West Broad St. Mail Stop 4110
Columbus, OH 43223
(614) 644-7870 or (614) 752-9017; Main Office Line: 1-800-459-3778
OFFICE HOURS: 7:30-3:30, M-F (excluding State of Ohio recognized holidays)

Below is an example to illustrate how the outer surface of the bid package should be labeled:

Invitation to Bid #: (insert bid number)
Commodity/Service: (insert title of bid)
Bid Submission Deadline: (insert due date)
Company Name: (insert company name)

c. Pre-Submission Conference

A pre-submission conference call will be held October 4, 2017 at 1:00 pm. The conference number to call is 877-283-0007; the conference ID number is 6562672. During the pre-submission conference, Vendors may ask clarifying questions that will assist with providing adequate responses to the ITB.

On-site demonstration

After initial completion of the ITB evaluation phase, Vendors meeting the minimum specifications and FTA requirements will be notified of the acceptance of their ITB. These Vendors will be scheduled to give Solution Demonstration to the rural transit systems, ODOT representatives and TIGER PMO Team. The purpose of the demonstration will be to conduct a live demonstration of their software and explain, elaborate, or otherwise clarify the major elements or features of its information and solutions.

The following guidelines apply to the Solution Demonstrations

- Vendors will be given a maximum of three-hours to present their solution.
- The Rural Transit Systems, ODOT and Vendors will have an opportunity to ask and answer any questions during the question and answer sessions.
• Audio/visual aids may be used. A video and computer capable multi-
media projector will be available. If any other equipment is needed,
 it will be the Proposer’s responsibility to provide those items. (Note: 
HDMI to VGA adapter cables are needed for newer laptops).
• PowerPoint presentations are not permitted.

VIII. TECHNICAL SPECIFICATIONS

a. Business Requirements Specifications

The Business Requirements Specifications is a listing of the State minimum 
specifications developed by the TIGER PMO Team. These minimum 
specifications were developed to establish a minimum threshold which all rural 
transit systems fixed route scheduling and dispatching software must meet. 
However, rural transit systems are encouraged to identify their current needs, look 
at their potential future needs, and make the best choice that will fit both.

b. Additional Functions/Optional Solutions

The inclusion of new materials, products, strategies, recommendations, or other 
solution-based subjects are welcomed and suggested by ODOT. Vendors are 
couraged to please include in their ITB responses and demonstrations any 
products or services that may have been omitted in the ITB request, but may be 
deemed as important, critical, or significant value added items. Brochures, forms, 
or other items mentioned in the submitted response shall also be welcomed as part 
of the presented information.

IX. ELIGIBILITY REQUIREMENTS

a. Business Requirements Specifications – The Business Requirements 
Specifications were developed by the TIGER PMO Team and have been 
established as the minimum specifications all fixed route scheduling and 
dispatching software must meet. ITB responses submitted that do not meet, or 
exceed the listed Business Requirements Specifications will not be placed on the 
list of approved Vendors.

b. General Terms and Conditions – The Vendor must sign and submit with the ITB 
response, the General Terms and Conditions. ITB responses submitted without 
signed General Terms and Conditions will be considered non responsive and will 
not be placed on the list of approved Vendors.

c. Federal Certifications and Assurances – The Vendor must sign and submit with 
the ITB response, the Federal Certification and Assurances. ITB responses 
submitted without signed Federal Certifications and Assurances will be 
considered non responsive and will not be placed on the list of approved Vendors.
d. On-Site Demonstration – Each Vendor that meets Eligibility Requirements 1, 2 AND 3 will be required to prepare a live demonstration of the each solution included in their ITB response.

X. GENERAL TERMS AND CONDITIONS

The attached Federal General Terms and Conditions must be signed and returned with the submission for a ITB to be considered responsive to these specifications.

XI. FEDERAL CERTIFICATIONS AND ASSURANCES

The attached Federal Certification and Assurances must be signed and returned with the submission for a submission to be considered responsive to these specifications.
Tiger VII Project
Fixed Route Application
Office of Transit
Business Requirements Specification
Version 2.00
# Table of Contents

1 Business Requirements Specification ............................................................................................................ 12
   1.1 Purpose ........................................................................................................................................ 12
   1.2 Author(s) ..................................................................................................................................... 12
   1.3 Audience ....................................................................................................................................... 12
   1.4 References & Additional Reading .............................................................................................. 12
   1.5 Priority ........................................................................................................................................ 12
   1.6 Reference Page No. .................................................................................................................... 12

2 Business Requirements ................................................................................................................................... 13

3 Security Requirements .................................................................................................................................... 21

4 Non-Functional Requirements .................................................................................................................. 22

5 Transition Requirements ........................................................................................................................... 23

6 Terms & Acronyms ..................................................................................................................................... 24
1.1 Purpose
The Business Requirements Specification is to capture the business requirements from the business. These requirements are used to create the feature requirements and in turn the application. This document should also capture the non-functional requirements as well as any transition requirements.

1.2 Author(s)
The Business Analyst is the owner of this document, with assistance from the Business Users and Project Manager.

1.3 Audience
Business Users requesting the project as well as individuals involved in creating the software or system. This document will also serve as a reference for any future development.

1.4 References & Additional Reading

<table>
<thead>
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<th>Ref</th>
<th>Source</th>
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<tbody>
<tr>
<td>1</td>
<td>ITB No. 142-17 For Provision of Transit Scheduling and Dispatching Software Systems Transit Tech Ohio (T2O) Project</td>
</tr>
<tr>
<td>2</td>
<td></td>
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<tr>
<td>3</td>
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</tbody>
</table>

1.5 Priority
Each Business Requirement is assigned a Priority based on the level of importance to the Business Users.

1.6 Reference Page No.
The Vendor must document, for each Business Requirement, a detailed explanation of how their proposed solution meets the Business Requirement. Enter the associated Referenced Page No. in the Business Requirements Specifications.
## 2 Business Requirements

A business requirement is a specific, measurable, testable directive that is under the control of the business and supports a business policy. This is the detailed-level list of requirements.

<table>
<thead>
<tr>
<th>ID</th>
<th>Description</th>
<th>Source</th>
<th>Priority</th>
<th>Reference Page No.</th>
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<tbody>
<tr>
<td>1.01</td>
<td>The application shall capture trip summary data for Driver ID Number.</td>
<td>Office of Transit</td>
<td>H</td>
<td></td>
</tr>
<tr>
<td>1.02</td>
<td>The application shall capture trip summary data for Pick Up Locations.</td>
<td>Office of Transit</td>
<td>H</td>
<td></td>
</tr>
<tr>
<td>1.03</td>
<td>The application shall capture trip summary data for Drop Off Location.</td>
<td>Office of Transit</td>
<td>H</td>
<td></td>
</tr>
<tr>
<td>1.04</td>
<td>The application shall capture trip summary data for Pick Up Time.</td>
<td>Office of Transit</td>
<td>H</td>
<td></td>
</tr>
<tr>
<td>1.05</td>
<td>The application shall capture trip summary data for Drop Off Time.</td>
<td>Office of Transit</td>
<td>H</td>
<td></td>
</tr>
<tr>
<td>1.06</td>
<td>The application shall capture trip summary data for Fares.</td>
<td>Office of Transit</td>
<td>H</td>
<td></td>
</tr>
<tr>
<td>1.07</td>
<td>The application shall capture trip summary data for Mileage Stamps.</td>
<td>Office of Transit</td>
<td>H</td>
<td></td>
</tr>
<tr>
<td>1.08</td>
<td>The application shall capture audit trail data for Time Stamp.</td>
<td>Office of Transit</td>
<td>H</td>
<td></td>
</tr>
<tr>
<td>1.09</td>
<td>The application shall capture audit trail data for Date Stamp.</td>
<td>Office of Transit</td>
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</tr>
<tr>
<td>1.10</td>
<td>The application shall capture vehicle information for Driver Name.</td>
<td>Office of Transit</td>
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<td></td>
</tr>
<tr>
<td>1.11</td>
<td>The application shall capture vehicle information for Vehicle ID.</td>
<td>Office of Transit</td>
<td>H</td>
<td></td>
</tr>
<tr>
<td>1.12</td>
<td>The application shall capture vehicle information for Vehicle Capacity.</td>
<td>Office of Transit</td>
<td>H</td>
<td></td>
</tr>
<tr>
<td>1.13</td>
<td>The vendor shall provide continuous backup copies of the Agency data.</td>
<td>Office of Transit</td>
<td>H</td>
<td></td>
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</tbody>
</table>

(The Local Agency will maintain ownership of all data) with a defined retention period.
## 2.00 – Internal Communication Requirements

<table>
<thead>
<tr>
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<th>Description</th>
<th>Source</th>
<th>Priority</th>
<th>Reference Page No.</th>
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<tbody>
<tr>
<td>2.01</td>
<td>The application shall be capable of modifying the drivers manifest in real time.</td>
<td>Office of Transit</td>
<td>H</td>
<td></td>
</tr>
<tr>
<td>2.02</td>
<td>The application shall be capable of monitoring vehicle location.</td>
<td>Office of Transit</td>
<td>H</td>
<td></td>
</tr>
<tr>
<td>2.03</td>
<td>The application shall allow driver communication to base. (Texting) but be disabled while the vehicle is in motion</td>
<td>Office of Transit</td>
<td>H</td>
<td></td>
</tr>
<tr>
<td>2.04</td>
<td>The application shall have text capability with lockout.</td>
<td>Office of Transit</td>
<td>H</td>
<td></td>
</tr>
<tr>
<td>2.05</td>
<td>The application shall have text capability with canned messages.</td>
<td>Office of Transit</td>
<td>H</td>
<td></td>
</tr>
<tr>
<td>2.06</td>
<td>The application shall be capable of real time vehicle tracking.</td>
<td>Office of Transit</td>
<td>H</td>
<td></td>
</tr>
<tr>
<td>2.07</td>
<td>The application shall have Data Store and Forward capabilities.</td>
<td>Office of Transit</td>
<td>H</td>
<td></td>
</tr>
<tr>
<td>2.08</td>
<td>The application shall be capable of controlling the frequency of GPS and Mobile Data pushes (starting at 1 seconds).</td>
<td>Office of Transit</td>
<td>M</td>
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</tr>
<tr>
<td>2.09</td>
<td>The application shall be capable of sending vehicle emergency alarms.</td>
<td>Office of Transit</td>
<td>H</td>
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</tr>
<tr>
<td>2.10</td>
<td>The application shall be capable of displaying a graphically-based visual schedule-adherence tool to the driver for the route in operation at all times.</td>
<td>Office of Transit</td>
<td>H</td>
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</tr>
<tr>
<td>2.11</td>
<td>The application shall be capable of displaying a graphically-based visual schedule-adherence tool to the dispatcher for all routes in operation at all times.</td>
<td>Office of Transit</td>
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</tr>
</tbody>
</table>
### 3.00 External Communication Requirements

<table>
<thead>
<tr>
<th>ID</th>
<th>Description</th>
<th>Source</th>
<th>Priority</th>
<th>Reference Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.01</td>
<td>The application shall be capable of Short Messenging Service (SMS) or Interactive Voice Response (IVR) reminders for impending arrivals. (This function is not a requirement, however, please note if your solution is capable of providing this function now or in the future)</td>
<td>Office of Transit</td>
<td>L</td>
<td></td>
</tr>
<tr>
<td>3.02</td>
<td>The application must provide a public website for general public riders.</td>
<td>Office of Transit</td>
<td>H</td>
<td></td>
</tr>
<tr>
<td>3.03</td>
<td>The application must provide an iOS interface for general public riders.</td>
<td>Office of Transit</td>
<td>H</td>
<td></td>
</tr>
<tr>
<td>3.04</td>
<td>The application must provide an Android interface for general public riders.</td>
<td>Office of Transit</td>
<td>H</td>
<td></td>
</tr>
<tr>
<td>3.05</td>
<td>The application shall be branded to reflect the transit agency’s profile.</td>
<td>Office of Transit</td>
<td>H</td>
<td></td>
</tr>
<tr>
<td>3.06</td>
<td>Mobile application shall provide the following information: real-time bus locations, bus routes in current operation, estimated arrival times for all stops, route schedule data, bus id numbers, current passenger load (if equipped with passenger counters).</td>
<td>Office of Transit</td>
<td>H</td>
<td></td>
</tr>
<tr>
<td>3.07</td>
<td>The application must provide onboard audio stop announcements consistent with ADA and FTA regulation.</td>
<td>Office of Transit</td>
<td>M</td>
<td></td>
</tr>
<tr>
<td>3.08</td>
<td>The Stop Announcement must provide text-to-speech generated (no recordings) announcements with adjustable speed, volume, and pause settings.</td>
<td>Office of Transit</td>
<td>M</td>
<td></td>
</tr>
<tr>
<td>3.09</td>
<td>The Stop announcements must be configurable to provide separate external (outside of vehicle) messages including route identification.</td>
<td>Office of Transit</td>
<td>M</td>
<td></td>
</tr>
<tr>
<td>ID</td>
<td>Description</td>
<td>Source</td>
<td>Priority</td>
<td>Reference Page No.</td>
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</tr>
<tr>
<td>4.01</td>
<td>The application shall be configured for native mode on 6” to 10” tablets.</td>
<td>Office of Transit</td>
<td>M</td>
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</tr>
<tr>
<td>4.02</td>
<td>The tablet shall be professionally installed below dash level in vehicles.</td>
<td>Office of Transit</td>
<td>H</td>
<td></td>
</tr>
<tr>
<td>4.03</td>
<td>The tablet shall have one spare 110 volt wall plug power cord.</td>
<td>Office of Transit</td>
<td>M</td>
<td></td>
</tr>
<tr>
<td>4.04</td>
<td>The tablet shall have one spare 12 volt vehicle charger.</td>
<td>Office of Transit</td>
<td>M</td>
<td></td>
</tr>
<tr>
<td>4.05</td>
<td>The tablet shall have an operator/user manual with pictures.</td>
<td>Office of Transit</td>
<td>M</td>
<td></td>
</tr>
<tr>
<td>4.06</td>
<td>The vendor shall provide a secure case for the tablet installation.</td>
<td>Office of Transit</td>
<td>M</td>
<td></td>
</tr>
<tr>
<td>4.07</td>
<td>The vendor shall be capable of providing intergrated electronic farebox equipment. The electronic fare box must require multiple levels of security for removal of fare boxes.</td>
<td>Office of Transit</td>
<td>M</td>
<td></td>
</tr>
</tbody>
</table>
\[This equipment is not a requirement, however, please note if your solution is capable of providing this equipment now or in the future.\]
| 4.08 | The vendor shall be capable of providing video monitoring equipment.                                                                                                                                       | Office of Transit | M        |                   |
\[This equipment is not a requirement, however, please note if your solution is capable of providing this equipment now or in the future.\]
<p>| 4.09 | The equipment should be WIFI enabled.                                                                                                                                                                         | Office of Transit | H        |                   |
| 4.10 | The vendor shall provide pre and post trip inspection application on tablet                                                                                                                                 | Office of Transit | H        |                   |</p>
<table>
<thead>
<tr>
<th>ID</th>
<th>Description</th>
<th>Source</th>
<th>Priority</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.01</td>
<td>The application shall provide a System Performance Report.</td>
<td>Office of Transit</td>
<td>H</td>
</tr>
<tr>
<td>5.02</td>
<td>The application shall provide reports for standard National Transit Database (NTD) data including revenue time and mileage, and non-revenue time and mileage.</td>
<td>Office of Transit</td>
<td>H</td>
</tr>
<tr>
<td>5.03</td>
<td>The application shall provide Operating Data Reports.</td>
<td>Office of Transit</td>
<td>H</td>
</tr>
<tr>
<td>5.04</td>
<td>The application shall provide ODOT Blackcat Data Reports.</td>
<td>Office of Transit</td>
<td>H</td>
</tr>
<tr>
<td>5.05</td>
<td>The application shall provide Third Party Reports.</td>
<td>Office of Transit</td>
<td>H</td>
</tr>
<tr>
<td>5.06</td>
<td>The application shall provide Driver Performance Reports.</td>
<td>Office of Transit</td>
<td>H</td>
</tr>
<tr>
<td>5.07</td>
<td>The application shall provide Ad-Hoc Reporting capabilities.</td>
<td>Office of Transit</td>
<td>H</td>
</tr>
<tr>
<td>5.08</td>
<td>The Vendor shall be capable of producing special request reports within 24 hours. The number of reports may be limited.</td>
<td>Office of Transit</td>
<td>L</td>
</tr>
<tr>
<td>5.09</td>
<td>The application shall provide the ability to track and report on passenger fares &amp; fare collection. This should allow for easy generation of a report showing how much cash should be collected by fare type, so that the transit system can reconcile cash with ridership. A minimum of 20 fare types must be permitted, such as Adult, Child, Senior, Disabled, Etc.</td>
<td>Office of Transit</td>
<td>M</td>
</tr>
</tbody>
</table>
### 6.00 – Training Requirements

<table>
<thead>
<tr>
<th>ID</th>
<th>Description</th>
<th>Source</th>
<th>Priority</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.01</td>
<td>The Vendor shall provide a minimum of 3 weeks onsite training.</td>
<td>Office of Transit</td>
<td>H</td>
</tr>
<tr>
<td>6.02</td>
<td>The Vendor shall provide annual training (minimum 3 days).</td>
<td>Office of Transit</td>
<td>H</td>
</tr>
<tr>
<td>6.03</td>
<td>The Vendor shall provide training for all major upgrades (minimum 3 days).</td>
<td>Office of Transit</td>
<td>M</td>
</tr>
<tr>
<td>6.04</td>
<td>The Vendor shall provide new hire training via a web portal.</td>
<td>Office of Transit</td>
<td>L</td>
</tr>
</tbody>
</table>

### 7.00 – Maintenance Requirements

<table>
<thead>
<tr>
<th>ID</th>
<th>Description</th>
<th>Source</th>
<th>Priority</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.01</td>
<td>The Vendor shall provide Software Upgrades within 30 days of release.</td>
<td>Office of Transit</td>
<td>H</td>
</tr>
<tr>
<td>7.02</td>
<td>The Vendor shall provide Hardware Upgrades (if applicable)</td>
<td>Office of Transit</td>
<td>L</td>
</tr>
<tr>
<td>7.03</td>
<td>The Vendor shall provide technical support with response times of:</td>
<td>Office of Transit</td>
<td>M</td>
</tr>
<tr>
<td></td>
<td>High Severity = 30 minutes</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Medium Severity = 24 hours</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Low Severity = 48 hours</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.04</td>
<td>The Vendor shall provide a minimum 3 year maintenance agreement.</td>
<td>Office of Transit</td>
<td>H</td>
</tr>
</tbody>
</table>
## 8.00 – Functionality Requirements

<table>
<thead>
<tr>
<th>ID</th>
<th>Description</th>
<th>Source</th>
<th>Priority</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.01</td>
<td>The application shall be capable of editing records.</td>
<td>Office of Transit</td>
<td>H</td>
</tr>
<tr>
<td>8.02</td>
<td>The application shall be capable of calculating stop times. (based on multiple factors)</td>
<td>Office of Transit</td>
<td>H</td>
</tr>
<tr>
<td>8.03</td>
<td>The application shall be capable or recording trip history.</td>
<td>Office of Transit</td>
<td>H</td>
</tr>
<tr>
<td>8.04</td>
<td>The application shall be capable of displaying trip history.</td>
<td>Office of Transit</td>
<td>H</td>
</tr>
<tr>
<td>8.05</td>
<td>The application shall be a vendor hosted web solution.</td>
<td>Office of Transit</td>
<td>H</td>
</tr>
<tr>
<td>8.06</td>
<td>The application shall be capable of supporting multiple users simultaneously. (Minimum of 75 users)</td>
<td>Office of Transit</td>
<td>H</td>
</tr>
<tr>
<td>8.07</td>
<td>The application shall be capable of locking manifest on tablet prior to completion of pre-trip vehicle inspection.</td>
<td>Office of Transit</td>
<td>H</td>
</tr>
<tr>
<td>8.08</td>
<td>The application shall be capable of hiding inactive selections</td>
<td>Office of Transit</td>
<td>L</td>
</tr>
<tr>
<td>8.09</td>
<td>Solution must be able to operate on a standard Android tablet, in conjunction with other applications. (The intent of this clause is to permit the use of a single tablet for fixed route and paratransit software, even when the paratransit software is not supplied by the same vendor as the fixed route vendor.)</td>
<td>Office of Transit</td>
<td>H</td>
</tr>
<tr>
<td>8.10</td>
<td>The application must be integration-ready. The prime vendor may not charge any additional “licensing fees” for integration of passenger counters, farebox equipment, cameras, headsigns, or other equipment to be integrated.</td>
<td>Office of Transit</td>
<td>H</td>
</tr>
<tr>
<td>ID</td>
<td>Description</td>
<td>Source</td>
<td>Priority</td>
</tr>
<tr>
<td>------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>---------------</td>
<td>----------</td>
</tr>
<tr>
<td>9.01</td>
<td>The application shall be capable of integrating and providing single sign on capability for electronic destination signs (headsigns). Integration capability should include Luminator, Twinvision, and Hanover manufactured.</td>
<td>Office of Transit</td>
<td>L</td>
</tr>
<tr>
<td>9.02</td>
<td>The application shall be capable of open API’s for data sharing with third party application developers.</td>
<td>Office of Transit</td>
<td>L</td>
</tr>
<tr>
<td>9.03</td>
<td>The application shall provide means for displaying external communication information including but not limited to maps, real-time locations and estimated arrivals via kiosk style public displays.</td>
<td>Office of Transit</td>
<td>L</td>
</tr>
<tr>
<td>9.04</td>
<td>The application shall be capable of providing a complete output file ready for Google transit output.</td>
<td>Office of Transit</td>
<td>L</td>
</tr>
<tr>
<td>9.05</td>
<td>The application shall provide for the integration of a card reading and electronic payment system with capability to track onboard riders in real time.</td>
<td>Office of Transit</td>
<td>L</td>
</tr>
</tbody>
</table>
### 3 Security Requirements

*The role should be the name decided on with the business users, not the IT security role name.*

<table>
<thead>
<tr>
<th>ID</th>
<th>Role</th>
<th>Allowable Actions</th>
<th>Prohibited Actions</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Administrator</td>
<td>Various</td>
<td>Various</td>
</tr>
<tr>
<td>2</td>
<td>Multi-user Access Levels</td>
<td>Various</td>
<td>Various</td>
</tr>
<tr>
<td>3</td>
<td>Data Storage Integrity</td>
<td>Provide secure storage of client personal information</td>
<td>Do not allow clients personal information sold</td>
</tr>
<tr>
<td>4</td>
<td>Lock Manifest on Tablets</td>
<td>Keep Tablets locked until Driver completes pre-trip</td>
<td>Load manifest and drive until pre-trip completed</td>
</tr>
<tr>
<td></td>
<td></td>
<td>inspection</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Lock Tablet</td>
<td>Allow Driver to Lock Tablet</td>
<td>When driver is on break/lunch, do not provide others access to personal information</td>
</tr>
</tbody>
</table>
4 Functional Requirements

Functional requirements are requirements, which are related to compatibility with Ecolane and/or CTS Software. Through the Demand Response ITB process, two demand response software solutions were selected. Ohio rural transit systems owning their own scheduling/dispatching software use either Ecolane or CTS Software. The Fixed Route Software solution selected through this ITB process must be compatible, provide a user interface, and integrate seamlessly into the rural transit system’s selected Demand Response scheduling/dispatching software. Describe the qualities your software solution/packages have to meet this requirement.

<table>
<thead>
<tr>
<th>ID</th>
<th>Description</th>
<th>Requirements Source</th>
<th>Priority High = H</th>
<th>Medium = M</th>
<th>Low = L</th>
<th>Reference Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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</tbody>
</table>
5 Transition Requirements

Transition requirements can be data conversion-related, addressing of lacking skills related to the new system, and anything else related to how the system will function in its end-state after the project is complete. These requirements are temporary and cannot be created until the old and new system are adequately defined. Transition requirements describe the capabilities of the new system that are required to move it to the end of the project and will not be needed after the project is complete. <Some examples: data migration and pre-setting many logins at once – these are data requirements.>

<table>
<thead>
<tr>
<th>ID</th>
<th>Description</th>
<th>Requirements Source</th>
<th>Priority</th>
<th>Reference Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The Vendor must provide a minimum 12 month data conversion of current fields to new fields</td>
<td></td>
<td>H</td>
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</tr>
<tr>
<td>2</td>
<td>The Vendor must provide a Crosswalk of current fields to new fields</td>
<td></td>
<td>H</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>The Vendor must provide an implementation schedule including training, installation, and payments</td>
<td></td>
<td>M</td>
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</tr>
<tr>
<td>4</td>
<td>The Vendor must either migrate existing custom reports or re-create</td>
<td></td>
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</tbody>
</table>
### 6 Terms & Acronyms

<table>
<thead>
<tr>
<th>Term</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>BlackCat</td>
<td>The ODOT database used to gather transit agency operating and capital revenues, expenses and statistical data such as ridership, hours of service, miles of service, road calls, etc. Standard report formats use standard data.</td>
</tr>
<tr>
<td>Federal Certifications and Assurances</td>
<td>The Federal Certification and Assurances include requirements vendors must agree to follow prior to providing services funded with federal dollars.</td>
</tr>
<tr>
<td>General Terms and Conditions</td>
<td>The General Terms and Conditions include Federal Clauses vendors must agree to prior to providing services funded with federal dollars.</td>
</tr>
<tr>
<td>Operating Data Reports</td>
<td>Agency reports including operational statistics; general public trips, elderly &amp; disabled trips, contract trips, hours of revenue service, total hours of operation, miles of revenue service, etc.</td>
</tr>
<tr>
<td>RFI</td>
<td>Request for Information is a process used to gather information from interested vendors and identify vendors that meet specific requirements.</td>
</tr>
<tr>
<td>Third Party Reports</td>
<td>Data gathered based on specific variables (i.e. rides provided for JFS between 1/1/16 – 1/31/16) and presented in a specific report format</td>
</tr>
<tr>
<td>TIGER PMO Team</td>
<td>Team of Project Management Oversight Consultants hired by ODOT to oversee the TIGER VII Transit Tech Ohio (T2O) project. The Team worked with Rural Transit Agencies operating fixed route or deviated route services to develop the list of statewide scheduling and dispatching software and hardware minimum specifications.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Acronyms</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>GTFS</td>
<td>General Transit Feed Specification</td>
</tr>
<tr>
<td>FTA</td>
<td>Federal Transit Administration</td>
</tr>
<tr>
<td>ODOT</td>
<td>Ohio Department of Transportation</td>
</tr>
<tr>
<td>API</td>
<td>Application Program Interface</td>
</tr>
<tr>
<td>NTD</td>
<td>National Transit Database</td>
</tr>
<tr>
<td>RFI</td>
<td>Request for Information</td>
</tr>
<tr>
<td>T2O</td>
<td>Transit Tech Ohio – Office of Transit TIGER VII project name</td>
</tr>
</tbody>
</table>
LEGISLATIVE AUTHORITY

1. The U.S. Department of Transportation ("USDOT") is authorized to award $600 million in FY 2015 TIGER Discretionary Grants pursuant to the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235, Dec. 16, 2014), (the "Act"). This appropriation is similar, but not identical to the appropriation for the Transportation Investment Generating Economic Recovery, or “TIGER Discretionary Grants”, program authorized and implemented pursuant to the American Recovery and Reinvestment Act of 2009 (the “Recovery Act”), the FY 2010 TIGER Discretionary Grants pursuant to Title I (Department of Transportation) of Division A of the Consolidated Appropriations Act, 2010, the FY 2011 TIGER Discretionary Grants pursuant to Title XII (Transportation, Housing and Urban Development, and Related Agencies) of Division B of the Department of Defense and Full-Year Continuing Appropriations Act, 2011 (Pub. L. 112-10, Apr. 15, 2011), the FY 2012 TIGER Discretionary Grants pursuant to the Consolidated and Further Continuing Appropriations Act, 2012 (Pub. L. 112-055, Nov. 18, 2011), the FY 2013 TIGER Discretionary Grants pursuant to the Further Continuing Appropriations Act, 2013 (Pub. L. 113-6, Mar. 26, 2013), and the Consolidated Appropriations Act, 2014 (Pub. L. 113-76, Jan. 17, 2014). Because of the similarity in program structure and objectives, DOT is referring to the grants for National Infrastructure Investments under the Act as the “FY 2015 TIGER Discretionary Grants” or “TIGER Discretionary Grants”.

2. The grant awards made under TIGER Discretionary Grant program are in full compliance with the Act and the Notice of Funding Availability published in the Federal Register (80 FR 18283, April 13, 2015).
APPLICABLE FEDERAL LAWS AND REGULATIONS

Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to the agreement include, but are not limited to, the following:

(a) General Federal Legislation
   h. Clean Air Act, P.L. 90-148, as amended
   j. Section 7 of the Endangered Species Act, P.L. 93-205, as amended.
   k. Coastal Zone Management Act, P.L. 92-583, as amended.
   l. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. § 4012a
   n. American Indian Religious Freedom Act, P.L. 95-341, as amended
   q. Sections 523 and 527 of the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2
   x. Federal Water Pollution Control Act, as amended - 33 U.S.C. §§ 1251-1376
   aa. Title IX of the Education Amendments of 1972, as amended - 20 U.S.C. § 1681 through § 1683, and § 1685 through § 1687
kk. Section 9 of the Rivers and Harbors Act and General Bridge Act of 1946 - 33 U.S.C. § 401
oo. Safe Drinking Water Act -- 42 U.S.C. §§ 300F-300J-6
rr. Migratory Bird Treaty Act 16 U.S.C. § 760c-760g

(b) Executive Orders
a. Executive Order 11246 - Equal Employment Opportunity
b. Executive Order 11990 - Protection of Wetlands
c. Executive Order 11988 – Floodplain Management
d. Executive Order 12372 - Intergovernmental Review of Federal Programs
e. Executive Order 12549 – Debarment and Suspension
f. Executive Order 12898 – Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
g. Executive Order 13166 – Improving Access to Services for Persons With Limited English Proficiency

(c) General Federal Regulations
a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 C.F.R. Parts 200, 1201
b. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200
c. Investigative and Enforcement Procedures - 14 C.F.R. Part 13
d. Procedures for predetermination of wage rates - 29 C.F.R. Part 1
e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States - 29 C.F.R. Part 3
f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) - 29 C.F.R. Part 5
g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) - 41 C.F.R. Parts 60, et seq.
h. Contractor Qualifications - 48 C.F.R. Part 9
i. New Restrictions on Lobbying – 49 C.F.R. Part 20
j. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21
k. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs - 49 C.F.R. Part 24
l. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance - 49 C.F.R. Part 25
m. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance - 49 C.F.R. Part 27
n. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
o. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors - 49 C.F.R. Part 30
q. DOT's implementing ADA regulations for transit, including the ADA Accessibility Guidelines in Part 37, Appendix A - 49 C.F.R. Parts 37 and 38
r. Procedures for Transportation Workplace Drug and Alcohol Testing Programs – 49 C.F.R. Part 40
s. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 C.F.R. Part 26

(d) Office of Management and Budget Circulars
Any applicable OMB Circular based upon the specific FY 2015 TIGER Discretionary Grant Recipient.
1. The Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235, December 16, 2014), regarding National Infrastructure Investments (the “Act”) (referred to as “FY 2015 TIGER Discretionary Grants” or “TIGER Discretionary Grants”) requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of Title 40, United States Code.

2. Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. § 3145, the Department of Labor has issued regulations at 29 C.F.R. Parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 C.F.R. 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Act shall ensure that the standard Davis-Bacon contract clauses found in 29 C.F.R. 5.5(a) are incorporated in any resultant covered contracts that are in excess of $2,000 for construction, alteration or repair (including painting and decorating).

3. Federal agencies providing grants, grant agreements, and loans under the Act shall ensure that the standard Davis-Bacon contract clauses found in 29 C.F.R. 5.5(a) are incorporated in any resultant covered contracts that are in excess of $2,000 for construction, alteration or repair (including painting and decorating).

4. For additional guidance on the wage rate requirements of the Act, contact your awarding agency. Recipients of grants, grant agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.
FEDERAL CLAUSES

Fly America Requirements
Contractor shall comply with 49 USC 40118 (the “Fly America” Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and sub-recipients of Federal funds and their contractors are required to use U Flag air carriers for US 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 was 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. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Buy America Certification (Steel and Manufactured Products)
Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, as amended by MAP-21 stating that Federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7 and include final assembly in the US for 15 passenger vans and 15 passenger wagons produced by Chrysler Corp., software, microcomputer equipment and small purchases (currently less than $100,000) made with capital, operating or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C ) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 60% domestic content. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Cargo Preference
Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% 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 US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.); c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material or commodities by ocean vessel.

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

**Termination**

a. **Termination for Convenience (General Provision)** the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient’s property, contractor shall account for same, and dispose of it as the recipient directs.

b. **Termination for Default [Breach or Cause] (General Provision)** If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that 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 contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. **Opportunity to Cure (General Provision)** the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the manner of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. **Waiver of Remedies for any Breach** In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. **Termination for Convenience (Professional or Transit Service Contracts)** the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the 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 contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall 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 contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient’s convenience.

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient’s convenience.

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

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient’s judgment, delay is excusable, the time for completing the work shall be extended. The recipient’s judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

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

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor’s failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient’s convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor’s failure to fulfill contract obligations, the recipient may complete the work by contact or otherwise and contractor shall be liable for any additional cost incurred by the recipient.

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

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice or termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient’s convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the recipient determines that 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 contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Contracts Involving Federal Privacy Act Requirements
The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:
(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

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

**Breaches and Dispute Resolution**

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient’s authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient’s CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient’s CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved.

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

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

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

**Prompt payment**

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment.
the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

Incorporation of Federal Transit Administration (FTA) Terms
The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in current FTA Circular 4220.1, 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 request that would cause the recipient to be in violation of FTA terms and conditions.

Title VI Civil Rights Act of 1964
“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including the FTA.
SPECIAL TERMS AND CONDITIONS

Buy America
The Recipient shall comply with the “Buy America Requirements” under 49 U.S.C. § 5323(j), FTA implementing regulations at 49 C.F.R. part 661, and any amendments to those authorities.

Alcohol Misuse and Prohibited Drug Use

Public Transportation Employee Protective Arrangements
If the Grant Agreement for the project indicates that public transportation employee protective arrangements required by U.S. Department of Labor (DOL) apply to public transportation operations performed in connection with the project, the Recipient shall comply with the applicable requirements for its project as follows:

Standard Public Transportation Employee Protective Arrangements
To the extent that the project involves public transportation operations and to the extent required by Federal law, the Recipient shall implement the project in accordance with the terms and conditions that the U.S. Secretary of Labor has determined to be fair and equitable to protect the interests of any employees affected by the Project and that comply with the requirements of 49 U.S.C. § 5333(b), in accordance with U.S. DOL guidelines entitled, “Section 5333(b), Federal Transit Law,” 29 C.F.R. Part 215, and any amendments to those authorities. These terms and conditions are identified in U.S. DOL’s certification of public transportation employee protective arrangements to FTA, the date of which appears in the Grant Agreement for the project. The Recipient shall implement the Project in accordance with the conditions stated in that U.S. DOL certification. That certification and any documents cited in that certification are incorporated by reference and made part of the Grant Agreement for the project.

Public Transportation Employee Protective Arrangements for Projects in Nonurbanized Areas Authorized by 49 U.S.C. § 5311
The Recipient shall comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program that is most current as of the date of execution of the Grant Agreement for the project, and any alternative comparable arrangements specified by U.S. DOL for application to the Recipient’s project, in accordance with U.S. DOL guidelines and Federal Transit Law at 49 U.S.C. §5333(b), entitled “Employee Protective Arrangements,” 29 C.F.R. Part 215, and any revisions to those authorities. Any U.S. DOL Special Warranty that may be provided and any documents cited in that warranty are incorporated by reference and made part of the Grant Agreement.
To assure compliance with federal laws, regulations, and requirements, the Sub-recipient, each Third Party Contractor, and each Third Party Subcontractor must comply with applicable federal laws, regulations, and requirements in accordance with the FTA Master Agreement MA(22), 10-1-2015, as revised, incorporated herein by reference.

____________________________ _______________
Name of Authorized Official Date

____________________________
Signature of Authorized Official Title

____________________________
Company Name DUNS NO.
CERTIFICATIONS, ASSURANCES, and GRANT REQUIREMENTS UNDER THE CONSOLIDATED AND FURTHER CONTINUING APPROPRIATIONS ACT, 2015 (PUB.L. 113-235, DECEMBER 16, 2014) FOR THE NATIONAL INFRASTRUCTURE INVESTMENTS DISCRETIONARY GRANT PROGRAM (FY 2015 TIGER DISCRETIONARY GRANTS)

EXHIBIT A
DISCLOSURE OF LOBBYING ACTIVITIES

Certification for Contracts, Grants, Loans, and Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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 grant agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or grant agreement.

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 grant agreement, the undersigned shall complete and submit Standard Form-LLL (Rev. 7-97), "Disclosure of Lobbying Activities," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and grant agreements) and that all subrecipients shall certify and disclose accordingly.

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

During the performance of this contract, the Recipient, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The Recipient (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Transit Administration (FTA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The Recipient, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Recipient will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Recipient for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Recipient of the Recipient’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The Recipient will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the ODOT or the FTA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Recipient is in the exclusive possession of another who fails or refuses to furnish the information, the Recipient will so certify to the ODOT or the FTA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Recipient’s noncompliance with the Non-discrimination provisions of this contract, the ODOT will impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:
   a. withholding payments to the Recipient under the contract until the Recipient complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

**Incorporation of Provisions:** The Recipient will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Recipient will take action with respect to any subcontract or procurement as the ODOT or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Recipient becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Recipient may request the ODOT to enter into any litigation to protect the interests of the ODOT. In addition, the Recipient may request the United States to enter into the litigation to protect the interests of the United States.
EXHIBIT C

During the performance of this contract, the Recipient, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).
EXHIBIT D
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

2 C.F.R. Parts 180 and 1200 and 48 C.F.R. Part 9

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FTA approval or that is estimated to cost $25,000 or more – as defined in 2 C.F.R. Parts 180 and 1200.

By signing and submitting the Application and by entering into the agreement under the FY 2015 TIGER Discretionary Grant program, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the FY 2015 TIGER Discretionary Project, as set out below.

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FTA approval or estimated to cost $25,000 or more - 2 C.F.R. Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

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

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms “covered transaction,” “civil settlement,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

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

To assure compliance with federal laws, regulations, and requirements, the Recipient, each Third Party Contractor, and each Third Party Subcontractor must comply with applicable federal laws, regulations, and requirements in accordance with the FTA Master Agreement MA(22), 10-1-2015, as revised, incorporated herein by reference.

By signing these Certifications and Assurances, you are subject to and will comply with all requirements imposed or pursuant to the Acts, the Regulations, and the Assurances for work or material subject to the Acts, the Regulations and the Assurances made in connection with the FY 2015 TIGER Discretionary Grant.
The Vendor agrees to comply with all Certifications, Assurances and Requirements listed above.

(Name of Vendor)

(Name & Title of Authorizing Representative)

BY SIGNING BELOW I, (Name & Title of Authorizing Representative), on behalf of the Vendor, declare that the Vendor has duly authorized me to make these certifications and assurances and bind the Vendor’s compliance. Thus, the Vendor agrees to comply with all Federal and State statutes, regulations, executive orders, and administrative guidance required for each proposal it makes to the Federal Transit Administration (FTA) and the Ohio Department of Transportation (ODOT).

The Vendor affirms the truthfulness and accuracy of the certifications and assurances it has made in the statements submitted herein with this document and any other submission made to FTA and ODOT, and acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 et seq., as implemented by U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31 apply to any certification, assurance or submission made to FTA. The criminal fraud provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with the National Infrastructure Investments Discretionary Grant Program (FY 2015 TIGER Discretionary Grants), (PUB.L. 113-235, December 16, 2014), and may apply to any other certification, assurance, or submission made in connection with any other program administered by FTA.

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Vendor are true and correct.

Authorized Representative of Vendor                        Date
AFFIRMATION OF VENDOR'S ATTORNEY

For: ________________________________

(Name of Vendor)

As the undersigned legal counsel for the above-named Vendor, I hereby affirm that the Vendor has authority under state and local law to make and comply with the certifications and assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the certifications and assurances have been legally made and constitute legal and binding obligations on the Vendor.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and assurances, or of the performance of the project. Furthermore, if I become aware of circumstances that change the accuracy of the foregoing statements, I will notify ODOT and FTA promptly.

Vendor’s Attorney: ________________________________

(Please type)

Vendor’s Attorney Signature __________________ Date

Title __________________

Attestant’s Signature __________________ Date

Title __________________
1. DOWNLOADING THE EXCEL PRICING FILE: Bidders can access and download the most current Excel Pricing File for this invitation to bid by following the hyperlink provided below:

http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/PurchDocs/405pricing.xls

2. SUBMISSION OF EXCEL PRICING FILE: Bidders should submit both a media device with the completed electronic Excel pricing file (.xls) and a hard copy print out of the completed Excel file in their submitted bid package. The media device should be marked with the bidder’s name and the Invitation to Bid number.

“Media Device”- Compact Disc (CD), DVD (Digital Versatile Disc), or Flash Drive

Failure to submit this media device with a completed Excel price sheet from the Department’s Microsoft Excel file and the hard copy print out of the completed Excel price sheet may result in a bid being deemed non-responsive by the Department.

3. DISCREPANCIES IN SUBMITTED INFORMATION: In the event there is a discrepancy between the information submitted on the media device and the hard copy Excel price sheet, the information submitted on the media device will take precedence.

4. NON-FUNCTIONAL MEDIA DEVICE: The Department shall not be held liable in the event a bidder’s media device is not functional, is broken, or is unable to be accessed/downloaded by the Department for any reason. Bidders should take care to ensure all submitted media devices are properly protected during transport.

5. UNAPPROVED ALTERATIONS TO EXCEL PRICING FILE: Bidders who materially alter the original content of the Excel pricing file (e.g. specifications, formulas, etc.) issued by the Department may be found non-responsive and ineligible for award of this invitation to bid.

6. CHANGES TO EXCEL PRICING FILE: The Department will only make modifications to the Excel pricing file by written addendum only. Where changes are necessary to the Excel pricing page, the Department will issue a new Excel pricing page indicating the revisions made and a revision date for the changes.

It is the sole responsibility of the bidder to check for issued addenda prior to submitting a bid package to ensure the most updated Excel pricing file is being utilized.

7. DESCRIPTIVE LITERATURE: Bidders may electronically, on their submitted media device, provide any descriptive literature (e.g. brochures, spec/cut sheets, drawings, MSDS, etc.) regarding the products and/or services offered by the bidder. As this literature may be publically posted for viewing by purchasers, bidders must not submit any literature electronically in which they consider to be a trade secret, proprietary, or confidential in any way.

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State of Ohio, Department of Transportation (ODOT)
Office of Contract Sales, Purchasing Services

INSTRUCTIONS, TERMS AND CONDITIONS FOR BIDDING
(Last revised 11/2016)

1. **BIDDER REGISTRATION**: The Department requires awarded bidder(s) to successfully register as a State of Ohio Supplier with the Department of Ohio Shared Services and successfully obtain an OAKS vendor identification number (OAKS ID) within fourteen (14) calendar days from the date of contract award and execution. The Department cannot utilize awarded Contracts to purchase from a bidder who cannot obtain an OAKS ID from Ohio Shared Services. In the event an awarded bidder is unable to obtain an OAKS ID, the Department shall reserve the right to revoke its award to the bidder and immediately cancel any resulting Contract.

   A Supplier Information Form and W-9 must be completed and sent back directly to Ohio Shared Services in order to register and apply for an OAKS ID. The following website can be accessed by bidders to obtain both the forms and specific instructions for obtaining an OAKS ID:

   http://ohiosharedservices.ohio.gov/SupplierOperations/Forms.aspx

   It is strongly recommended that all interested bidders not already registered with Ohio Shared Services submit the above paperwork prior to the bid submission deadline.

2. **HOW BIDS MUST BE PACKAGED**: All submitted bids in response to this Invitation to Bid (ITB) must be submitted in a sealed envelope or box (envelope means any type of sealed, opaque container) marked with the ITB number, the title of the ITB, bid submission deadline (bid opening date), and bidder (company) name clearly marked on the outside of the envelope/box. If a bidder is using an “Express Mail” or similar type of service, the bid response must be contained in a sealed envelope within the “Express” mailer (the bid number must be listed on the exterior of the sealed envelope contained within the “Express” mailer). A bid that is not properly and clearly marked and is inadvertently opened, before the scheduled bid opening time, may be disqualified, at the Department’s discretion, without additional consideration for award of the contract.

   Below is an example to illustrate how the outer surface of the bid package should be labeled:

   - Invitation to Bid #: (insert bid number)
   - Commodity/Service: (insert title of bid)
   - Bid Submission Deadline: (insert due date)
   - Company Name: (insert company name)

3. **WHAT NEEDS INCLUDED IN BID PACKAGE**: Submitted bid packages should include, at a minimum, a completed Signature Page, a hard copy print out of this entire invitation to bid document, media device with a completed Excel pricing page, hard copy of the completed Excel pricing page, and all necessary supportive documentation, forms, and any other information required herein. The Department may deem a bid non-responsive for failure to submit any of the documents requested above.

4. **PREBID QUESTIONS, DISCREPANCIES, AND CLARIFICATIONS**: Any discrepancies, omissions, ambiguities, or conflicts in or among the bidding documents or doubts as to the meaning shall be brought to the Department’s attention by the bidder no less than three (3) business days prior to the bid submission deadline. All questions, discrepancies, clarifications, etc. must be submitted electronically (hyperlink below). During the competitive bidding process, bidders (and their agents) are prohibited from contacting any ODOT office, including District offices, other than the Office of Contract Sales, Purchasing Services section to obtain responses to any questions. The Department may find a bidder non-responsive for failing to adhere to any of the above requirements.

   Pre-bid questions/inquiries must be submitted electronically through the following website:
   http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Pages/PurchasePBQ.aspx
Answers to Pre-Bid Questions/Inquiries will be posted on the following document available for download at the following website:

http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Purchase/PBQ-Answers.doc

It is each bidder’s sole responsibility to check the website for updates to pre-bid questions and answers before submitting its bid package to the Department.

5. **MODIFICATIONS TO THE BIDDING DOCUMENTS:** When it is deemed necessary to modify these bidding documents, the Department will only do so by written addendum. The issuance of an addendum is dependent upon the information received and the impact on the competitive bid process. All issued addenda will be posted to the Department’s Upcoming ITB’s website and shall be automatically incorporated into the bidding/contract documents:

http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Lists/PurchaseUpcomingITBs/UpITBs.aspx

In addition to posting on the above website, the Department also may email addenda information out to all known bidders for convenience purposes only. The Department shall not be held responsible for a bidder’s failure to receive the email with the addenda information. It is the sole responsibility of all interested bidders to diligently visit the above-listed website to see if any addenda have been issued prior to submitting their bid to the Department. Those interested in obtaining addenda information via email for a particular invitation to bid must send the Department its request in writing to the following email address:

Contracts.Purchasing@dot.ohio.gov

6. **PRE-BID CONFERENCES:** The Department reserves the right to hold mandatory or optional pre-bid conferences at its discretion. Conferences may be held either in-person or via webinar/phone conference formats. Bidders will be required to sign-in at all pre-bid conferences. The sign-in sheet for all pre-bid conferences is considered a public record, will be kept in the bid file, and will be shared with any requesting party. Additionally, any business cards collected during any pre-bid conference shall be considered public records and may be distributed out to all conference attendees. Any changes to the requirements or specifications of an invitation to bid, as a result of the pre-bid conference content, will be made by written addendum and publicly posted.

For mandatory pre-bid conferences, the Department requires that those companies intending on submitting a bid be in attendance for the entire duration of the pre-bid conference. Mandatory pre-bid conferences will officially begin five (5) minutes after the scheduled date and start time at the location specified in the Special Terms and Conditions. Those bidders not in attendance at that time will be considered ineligible to submit a bid. The conference will be considered adjourned and complete when a representative of the Office of Contract Sales, Purchasing Services section indicates so. To be considered in attendance and eligible to bid, a bidder must have at least one representative of the company in attendance. A single representative cannot be present on behalf of two or more companies (bidders). Each company (bidder) must send its own representative on behalf of their organization. It is the sole responsibility of the bidder to ensure that the representative follows the sign-in procedures to properly document the bidder’s attendance. The Department shall not be held responsible for a bidder’s failure to arrive at the meeting on time, properly sign-in, or failure to stay for the entire duration of the meeting.

7. **WHERE BIDS MUST BE DELIVERED TO:** The Department only accepts hand delivered and mailed bid packages. Bids submitted via email, telephone, electronic facsimile (fax), or any other mode of electronic transmission will not be considered a responsive bid submission. Bids must be in possession of the ODOT Office of Contract Sales, Purchasing Services section, on or prior to 2:00 p.m. eastern time, on the scheduled date of the bid submission deadline (public bid opening) as listed on the cover of this Invitation to Bid (ITB). Properly labeled bid packages must be either hand delivered by the bidder to the Office of Contract Sales, Purchasing Services section or mailed to the following EXACT address:

Ohio Department of Transportation,
Office of Contract Sales, Purchasing Services, 1st floor
1980 West Broad St. Mail Stop 4110
For hand delivery of bids, the Office of Contract Sales, Purchasing Services section is located on the 1st floor of ODOT Central Office (same address as where bids will be received). Bidders will be required to sign-in at the front desk of the building and then must be escorted back to the Office of Contract Sales, Purchasing Services section in order to drop off their bid. It is the responsibility of the bidder to ensure enough time is allotted to allow for all sign in and security procedures prior to the 2:00 p.m. bid submission deadline. Delivery of bids to any other location (including the ODOT mailroom), does not constitute receipt by the Purchasing Services section. Bids delivered to the ODOT mailroom by a courier service must be delivered so as to leave a reasonable amount of time for the transfer of the bid to the Purchasing Services section. The ODOT mail room delivers received mail to Purchasing Services at scheduled times during normal office hours.

8. **LATE BIDS:** A bid received after 2:00 p.m. eastern time, on the bid submission deadline (bid opening date) established, shall be deemed “Late” and will not be considered for award of this invitation to bid. The late bid package will be marked as late, remain sealed, and will be kept in the Department’s bid file to serve as official record of a late bid having been received.

Note: The Office of Contract Sales, Purchasing Services timeclock takes precedence over any other timekeeping device (e.g. cell phones, other ODOT clocks, wrist watches, etc.) and will be utilized by the Department to determine whether or not a bid was received by the 2:00 p.m. deadline.

9. **PUBLIC BID OPENING PROCEDURE:** All bids in possession of the Purchasing Services section shall be publicly opened, at ODOT Central Office, Office of Contract Sales, Purchasing Services section, 1st floor, starting at 2:01 p.m. on the scheduled date of public bid opening (bid submission deadline). All bids will be opened and read to any interested parties in attendance. At the conclusion of the public bid opening, bids may no longer be shared with interested parties until after a contract award has been made.

10. **BIDS FIRM:** Once publicly opened, all bids are firm and cannot be altered by the bidder. Once a Contract is awarded and executed, the Vendor shall deliver all products and/or services at the bid prices and terms contained in the Contract. All submitted bids shall remain valid for a period of sixty (60) calendar days after the date of the public bid opening. Beyond sixty (60) calendar days, bidders will have the option to either honor their submitted bid or make a written request to withdraw their bid from consideration. The Ohio Department of Transportation shall receive the benefit of any decrease in price during the sixty (60) day period.

11. **WITHDRAWAL OF BIDS:** A bidder may, by way of written notice to the Purchasing Services section, request to withdraw their bid response prior to the bid submission deadline. The request must be received by the Purchasing Services section PRIOR to the start of the public bid opening (beginning at 2:01 p.m.) on the date of the bid submission deadline. Such written notice must set forth the specific reasons for the bid withdrawal.

For requests to withdrawal a bid after the public bid opening has begun, the bidder may request to withdraw their bid response from consideration if the unit bid price(s) submitted are unreasonably lower than the other bids received, provided the bid was submitted in good faith, and the reason for the unit bid price(s) being substantially lower was due to an unintentional and substantial arithmetical error or unintentional omission of a substantial quantity of material or labor in the compilation of the bid. Written notice of any such request to withdraw after the bid opening must be received by the Purchasing Services section within no later than forty-eight (48) hours of the scheduled public bid opening.

The decision to allow a bid to be withdrawn is at the sole discretion of the Purchasing Services section. If the bid is to be awarded by category, lot, or group the withdrawal request will apply to all items within the category, lot, or group. All documents and conversations relating to any withdrawal request will become a part of the permanent bid file.
12. **MODIFICATION OF SUBMITTED BIDS PRIOR TO PUBLIC BID OPENING**: A bidder may request to modify their bid response prior to the scheduled date and time set for the public bid opening (i.e. bid submission deadline). To modify a bid response, the bidder must provide an alternate, complete bid package containing all required forms and necessary documents. The alternate bid package must be marked somewhere on the outer packaging as “REVISED”. Purchasing Services will not return the original bid package to the bidder. The original bid package will be kept in the contract file.

In order to protect the integrity of the bidding process, bids shall not be prepared on the premises of ODOT. Any bid which is prepared on the premises of ODOT may be immediately disqualified and receive no further consideration for award.

13. **UNIT BID PRICES**: The unit bid price(s) submitted shall govern the award of this invitation to bid unless otherwise specified in the bid evaluation criteria. The unit bid price should be entered for each required bid item on the Department’s pricing page. Use of ditto marks, arrows, or other markings in lieu of the actual unit price may result in a non-responsive bid determination. Lot or group prices listed in the unit bid price area shall be considered as the unit price unless clearly identified as the lot price. Unless specifically allowed in the contract’s terms and conditions, requests to change or alter unit bid prices after the public bid opening are prohibited.

The following requirements also apply to unit bid prices:

a. **DECIMAL POINT**: Bidders should not insert a unit cost of more than two (2) digits to the right of the decimal point. Digit(s) beyond two (2) will be dropped and not recognized by the Department for the purposes of bid evaluation or contract award.

b. **CREDIT CARD FEES**: Bidders must incorporate into their unit bid price(s) submitted all costs and fees associated with the State’s use of a payment (credit) card.

c. **DISCOUNTS**: While bidders may offer to the Department discounts for prompt payment and other similar incentives, discounts and incentives these will not be used to alter the submitted unit bid price(s) for purposes of bid evaluation and contract award. This section only applies to bids awarded to the lowest responsive and responsible bidder either by individual bid item or group of bid items and does not include bids which are awarded to all responsive and responsible bidders (i.e. Multiple Award Contracts).

d. **MULTIPLE AWARD CONTRACTS**: Pursuant to Ohio Revised Code 5513.02, the Department may award Contracts to all responsive and responsible bidders for articles (i.e. bid items) meeting the general specifications provided. These are referenced by the Department as ‘Multiple Award Contracts’. Unit bid prices submitted for Multiple Award Contracts shall be considered by the Department as an amount-not-to-exceed unit bid price for the entire duration of the Contract. These awarded, amount-not-to-exceed bid prices often do not reflect potential quantity discounts, freight discounts, nor other similar discounts/incentives offered periodically by a distributor, manufacturer, or supplier. Where like or similar bid items are being offered by two or more awarded Vendors (bidders) on the awarded Contract, the Department reserves the right to obtain quotes from all awarded bidders on the Contract in order to achieve the best and most up-to-date pricing available to the Department at the time of ordering.

e. **UNBALANCED BIDS**: The Department will not accept unit bid prices that are deemed to be either materially or mathematically unbalanced. The final determination of an unbalanced unit bid price shall be at the Department’s sole discretion.

f. **TIE BID PROCESS**: If two or more responsive bids offer the same unit bid price, ODOT may break the tie as follows: during the bid evaluation process, the bidders that submitted tie bids will be contacted and given up to three (3) business days to submit a written revised unit price for the affected item or items. Bidders are not required to submit a revised unit price. In the event a tie still exists after the above-prescribed deadline has passed, ODOT will schedule a coin flip to be conducted in the presence of both bidders. The winner of the coin flip will be deemed awarded the affected bid item(s).
14. **PREFERENCE FOR OHIO/BORDER STATE PRODUCTS**: The bid award for this invitation to bid may be subject to the domestic preference provisions of the Buy America Act, 41 U.S.C.A., 10a-10d, as amended, and to the preference for Ohio products under O.R.C. Sections 125.09 and 125.11 and Ohio Administrative Code Rule 123:5-1-06. A bidder must complete the enclosed *Buy Ohio/Buy America Certification Statement* form to be eligible to receive any applicable bid preferences.

15. **RESPONSIVE BIDDER**: A bidder is responsive if its bid responds to the bid specifications in all material respects and contains no irregularities or deviations from the specifications that would affect the amount of the bid or otherwise give the bidder an unfair competitive advantage.

16. **MINOR INFORMALITIES OR IRREGULARITIES IN BIDS**: A minor informality or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on price, quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the supplies or services being acquired. The Department either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is to the advantage of the Department.

17. **BIDDER RESPONSIBILITY**: The Department will only award this invitation to bid to what it deems to be a responsible bidder. The Department’s determination of a bidder’s responsibility includes, but is not limited to, the following factors:

   a) experience of the bidder;
   b) bidder’s financial condition;
   c) bidder’s conduct and performance on previous contracts;
   d) the bidder’s facilities;
   e) the bidder’s management skills;
   f) the bidder’s employees;
   g) past experience and/or quality of bidder’s proposed subcontractors;
   h) the bidder’s ability to execute the contract;
   i) review of Federal and Department debarment lists;
   j) bidder has history of successful performance on contracts of similar size and scope; and
   k) current or impending legal actions against a bidder.

18. **APPARENT CLERICAL MISTAKES**: Clerical mistakes apparent on the face of the bid may be corrected, at the Department's discretion, before contract award. The Department first shall obtain from the bidder a verification of the information intended and will attach written verification of the mistake by the bidder in the contract file and award documents. Example of apparent clerical mistakes are:

   1) Obvious misplacement of a decimal point or comma;
   2) Obvious incorrect discount factor; or
   3) Transcription error in Part Number.

19. **ADDITIONAL INFORMATION**: The Department reserves the right to request additional information to evaluate a bidder’s responsiveness to the Invitation to Bid’s requirements and/or to evaluate a bidder’s overall responsibility. These requests may require the bidder’s submission of confidential materials (e.g. financial statements). If a bidder does not provide all of the requested information within the prescribed timeframe, the Department may find the bid non-responsive and ineligible for award.

20. **PRODUCT SAMPLES**: The Department may require bidders, by Invitation to Bid or by request during bid evaluation, to provide sample supplies or equipment or examples of work, at the Bidder’s expense. Samples must clearly identify the Bidder, the bid number, and the item the sample represents in the bid. The Department will return samples that are not destroyed by testing, at the Bidder’s expense, upon the Bidder’s timely request. The Department may keep the samples of the Bidder awarded the contract until the completion of the contract. Unsolicited samples submitted in response to this Invitation to Bid will not be evaluated and the Department may dispose of them in any way it chooses.
21. **SPECIFICATIONS**: The Department is authorized by Sections 5513 and/or 125.02(B) of the Ohio Revised Code to prepare specifications and establish contracts to obtain the supplies, equipment, and/or services referenced within this invitation to bid. The purpose of the provided specifications is to describe the supplies, equipment, and/or services to be purchased and will serve as a fair and equitable basis for comparison of submitted bids. The Department may use any form of specification it determines to be in the best interest of the Department and that best describes the supplies or services to be purchased. Specifications may be in the form of a design specification or a combination thereof. If the department determines that a design, performance or a combination specification is not in the best interest of the Department, it may use brand name or equal specifications.

Unless otherwise specified in this Invitation to Bid, all products, equipment, supplies, etc. offered by bidders must be in a new condition. A 'new' product is one that will be first used by the Department after it has been manufactured or produced. Used, reconditioned, or previously titled products, supplies, or equipment will not be considered for award of this Invitation to Bid.

The Department uses qualified products list (QPL) and/or approved products lists (APL) developed by either itself or other qualified institutions to specify acceptable products and supplies that have been through proper application and testing procedures to verify conformance with technical and/or performance specifications. Where the Department requires products and supplies to be included on a specific QPL/APL listing, the Department will not accept bids for products/supplies that are not included on a specified QPL/APL at the time of public bid opening.

A bidder may not be compensated for damages arising from inaccurate or incomplete information in the Invitation to Bid specifications or from inaccurate assumptions based upon the specifications.

22. **USE OF BRAND NAMES**: Unless otherwise provided in this solicitation, the name of a certain brand, make, or manufacturer does not restrict bidders to the specific brand, make, or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the Department, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, or suitability for the purpose intended, may be accepted. The bidder is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Department to determine if the product offered meets the requirements of the solicitation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product being offered is an equivalent product, such bid will be considered to offer the exact brand, make, or manufacturer name referenced in the bid solicitation.

23. **DEVIATIONS**: Statements or modifications made by a bidder in their submitted bid package that deviate from this Invitation to Bid’s terms, conditions, specifications and requirements may render a bid non-responsive and ineligible for award.

Acceptance of any deviations or modifications will be confirmed by the Department in writing, if accepted. If the Department does not specifically approve submitted deviations or modifications in writing, an award of this invitation to bid shall not constitute acceptance of the bidder’s submitted modifications.

24. **ESTIMATED QUANTITIES**: Any purchase estimates indicated for bid item(s) are to be considered as estimates only. The Department makes no representation or guarantee as to the actual amount of item(s) to be purchased by the Department or Political Subdivisions.

25. **OVERLAPPING CONTRACT ITEMS**: The products and/or services included in this solicitation may be available from other State of Ohio contracts and/or other contracts made available for the Department’s use. The existence of these contracts containing like or similar products and/or services could be either known or unknown to the Department at the time this Invitation to bid has been published. Unless otherwise stated in this contract, the Department may acquire these products and/or services from any available source. The Department will make purchases from sources that are deemed to be in the best interest of the Agency.

26. **REJECTION/PARTIAL AWARD OF BIDS**: The Department reserves the right to reject any or all bid responses, award partial contracts, or choose to rebid when:
(1) Product, supplies and/or services are not in compliance with the requirements, specifications, and terms and conditions set forth in this Invitation to Bid; or

(2) Pricing offered is determined to be excessive in comparison with existing market conditions, or exceeds the available funds of the Department; or

(3) Only one bid is received and the Department cannot determine the reasonableness of the bid prices submitted; or

(4) It is determined that the award of any or all items would not be in the best interest of the Department; or

(5) The Department, in its opinion, did not achieve the desired amount of competition amongst qualified bidders for the products, supplies, and/or services being offered in the bid solicitation; or

(6) Inadequate or ambiguous specifications were cited in the bidding documents; or

(7) The Department determines that specifications and/or requirements were missing from the bidding documents; or

(8) A bidder imposes additional terms and conditions against the Department.

27. **NOTICE TO BIDDERS OF REJECTED BIDS:** When the Department deems it necessary to reject a bid, the Department will notify each affected bidder and the reasons for such actions.

28. **BID PROTESTS:** Any bidder either deemed not responsible or whose bid has been deemed non-responsive shall be notified by the Department of that determination and the reasons for it. The notification will be provided by the Department in writing and sent by certified U.S. mail and at the email address provided on the front cover of this bid. The bidder will have five (5) calendar days after receipt (by mail or email confirmation) of this notification to file a written, valid protest of the Department’s determination. A valid written protest must contain substantive information and evidence so as to refute the Department’s asserted claims against either the bid’s responsiveness or bidder’s responsibility, whichever apply. The Department will only review and respond to valid written protests containing substantive information and evidence. After review of the valid written protest, the Department will either affirm or reverse its original determination.

If a valid written protest is not received by the Department within five (5) calendar days of receipt, the Director of ODOT will move forward awarding the Contract and the affected bidder will have effectively waived its right to protest the Department’s decision. For the purposes of this paragraph, “receipt” shall be defined as verification (via either certified mail return receipt or electronic read or delivery receipt) that the apparent low bidder has received the Department’s written determination against the affected bidder. Upon the bidder’s receipt, the five (5) calendar day response deadline shall commence.

29. **DELAYS IN CONTRACT AWARD:** Delays in the award of this Invitation to Bid beyond the anticipated Contract start date may result in a change in the contract period as indicated in the Special terms and conditions of this bid solicitation. In these instances ODOT shall reserve the right to award a contract covering a period equal to or less than the initial contract term than originally specified in this bid solicitation.

30. **CONTRACT AWARD AND FORMATION:** Successful bidder(s) will receive via U.S. regular mail and/or email a Notice of Contract Award letter as well as a photocopy version of the Signature Page executed by both Parties. These documents shall serve to form the Contract between the Parties. The Signature Page must be executed by both the bidder and the Director of ODOT for the Contract to be deemed valid and enforceable. The Department will maintain in the Contract file the Signature Page document containing each parties' original signature(s).
Upon award of an Invitation to Bid, the bid invitation number (e.g. Invitation No. 999-16) will subsequently become the number assigned to the resulting Contract (e.g. ODOT Contract number 999-16) and will be referenced by the Department in all matters and documents related to said Contract.

Upon award of an invitation to bid, successful bidders will thereafter be referenced as “Vendor” or “Contractor” by the Department in all matters and documents related to the resulting Contract.

31. **PUBLIC POSTING OF AWARDED CONTRACTS**: All Contracts awarded by the Office of Contract Sales, Purchasing Services section are posted to the Department’s website. Successful bidders and awarded Contract pricing can be found by viewing the Contract’s award tab (Excel file). Award tabs can be accessed via the following website:


32. **PUBLIC RECORD**: All opened bids and their contents are subject to the Public Records Law, Section 149.43 of the Ohio Revised Code. Copies of bid responses must be requested and will be provided within a reasonable period of time and at a fee established by the Director of ODOT. To expedite and properly respond to such public records requests, a written request must be submitted to the Department. To prevent delays in evaluating bids and awarding contracts, such requests for recently opened bids, will be honored after a Contract has been executed.

Bidders may request that specific information, such as trade secrets or proprietary data, be designated as confidential and not considered as public record. Material so designated shall accompany the bid and be in a sealed container duly marked, and shall be readily separable from the bid in order to facilitate public inspection of non-confidential portion. Prices, makes, models, catalog numbers of items offered, deliveries and terms of payment cannot be considered as confidential. The decision as to whether or not such trade secrets or proprietary data shall be disclosed at the bid opening rests solely with the Department.

Requests to view previously submitted bids must be submitted in writing to either of the following addresses:

Contracts.Purchasing@dot.ohio.gov
Ohio Department of Transportation
Office of Contract Sales, Purchasing Services
1980 West Broad St. Mail Stop 4110
Columbus, OH 43223

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GENERAL DEFINITIONS

When used in this Invitation to Bid or any ensuing contract, the following definitions shall apply. If a conflict exists between these definitions and any definition listed in the bid specifications, the bid specifications shall prevail.

1. AGENCY: Ohio Department of Transportation.

2. AUTHORIZED DISTRIBUTOR: The bidder/vendor who maintains written legal agreements with manufacturers/producers to act as their agent and provide supplies, materials, equipment or services listed in the bid/contract. The authorized distributor must maintain active and sufficient facilities necessary to perform the awarded contract, own title to the goods inventoried within these facilities and maintain a true stock of these goods on a continuing basis and in sufficient quantity to provide uninterrupted service to ordering agencies.

3. BIDDER: The company and/or authorized representative of the company who has signed and is submitting a bid response and who will be responsible to ensure proper performance of the contract awarded pursuant to the bid.

4. DEPARTMENT: Ohio Department of Transportation

5. EQUIPMENT: Items, implements and machinery with a predetermined and considerable usage life.

6. F.O.B. PLACE OF DESTINATION: meaning the Vendor pays, and includes the cost of such in their bid, and bears the risk for the transportation/delivery of goods delivered to the specified locations provided by the Purchaser.

7. INVITATION TO BID/CONTRACT: All documents, whether attached or incorporated by reference, utilized for soliciting bids. Upon completion of the evaluation and award of the bidder's response, the Invitation to Bid then becomes the contract between ODOT and the successful bidder, both governed by the laws of the State of Ohio.

8. INVOICE: An itemized listing showing delivery of the commodity or performance of the service described in the order, and the date of the purchase or rendering of the service, or an itemization of the things done, material supplied, or labor furnished, and the sum due pursuant to the contract or obligation.

9. LOWEST RESPONSIVE/RESPONSIBLE BIDDER: A bidder who offers the lowest cost for the goods or services listed in the bid; and whose proposal responds to bid specifications in all material respects and contains no irregularities or deviations from the specifications which would affect the amount of the bid or otherwise give him a competitive advantage; and whose experience, financial condition, conduct and performance on previous contracts, facilities, management skills evidences their ability to execute the contract properly.

10. MINORITY BUSINESS ENTERPRISE (MBE): means an individual, partnership, corporation or joint venture of any kind that is owned and controlled by U. S. Citizens and residents of Ohio, who are and have held themselves out as members of the following socially and economically disadvantaged groups: Blacks, American Indians, Hispanics and Asians. Only businesses certified by the State of Ohio Equal Opportunity Division in accordance with Section 123.151 of the Ohio Revised Code shall be recognized as being MBE certified within the purpose of this invitation.

11. MATERIALS: Items or substance of an expendable or non-expendable nature from which something can be made, improved or repaired.

13. PURCHASE: To buy, purchase, installment purchase, rent, lease, lease purchase or otherwise acquire equipment, materials, supplies or services. "Purchase" also includes all functions that pertain to obtaining
of equipment, materials, supplies or services, including description of requirements, selection and solicitation of sources, preparation and award of contracts, and all phases of contract administration.

14. SERVICES: The furnishing of labor, time or effort by a person, not involving the delivery of a specific end product other than a report which, if provided, is merely incidental to the required performance. "Services" does not include services furnished pursuant to employment agreements or collective bargaining agreements.

15. SPECIFICATION: Any description of the physical or functional characteristics or of the nature of supplies, equipment, service, or insurance. It may include a description of any requirements for inspecting, testing, or preparing supplies, equipment, services, or insurance.

16. SUPPLIES: Provisions and items normally considered expendable or consumable.

14. UNBALANCED: Any unit price contained in the bid schedule which is obviously unbalanced either above or below reasonable cost analysis and or unreasonably disproportionate to current market prices as determined by the Director of ODOT, or if such unbalanced prices are contrary to the interest of the department.

17. VENDOR: The bidder who, upon awarding of a contract, then becomes a Vendor who is considered to be a primary source for providing the goods and/or services included in the awarded contract and the party to whom payment will be made upon delivery of the goods and/or completion of the contract.

18. SUBVENDOR/SUBCONTRACTOR: An individual, firm or corporation to whom the Vendor sublets part of the contract to be performed.

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1. **HEADINGS**: The headings used in this Contract are for convenience only and shall not be used to affect the interpretation of any of the Contract terms and conditions.

2. **ENTIRE CONTRACT**: This Contract consists of the complete Invitation to Bid, including the Instructions, Terms and Conditions for Bidding, these Standard Contract Terms and Conditions, the Special Contract Terms and Conditions, ODOT Cooperative Purchasing Program Requirements, mutually executed Signature Page, Specifications and Requirements, awarded unit bid pricing, and any written addenda to the Invitation to Bid; the completed competitive sealed bid, including proper modifications, clarifications and samples; and applicable, valid State of Ohio purchase orders or other ordering documents (“Contract”).

3. **APPROPRIATION OF FUNDS**: Pursuant to the Constitution of the State of Ohio, Article II Section 22, ODOT’s funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for the payments or obligations due hereunder, the Work under this Contract that is affected by the lack of funding will terminate and ODOT will have no further obligation to make any payments and will be released from its obligations on the date funding expires.

   The current Ohio General Assembly cannot commit a future Ohio General Assembly to a future expenditure. If the term of this Contract extends beyond a biennium, the Contract will expire at the end of a current biennium and the State may renew this Contract in the next biennium by issuing written notice to the Contractor no later than July 1 of the new biennium. The operating biennium expires June 30th of each odd-numbered calendar year.

4. **OBM CERTIFICATION**: None of the rights, duties, or obligations in this Contract will be binding on the Department, and the Vendor will not begin its performance, until all of the following conditions have been met:

   1. All statutory provisions under the O.R.C., including Section 126.07, have been met; and
   2. All necessary funds are made available by the Ohio Office of Budget and Management; or
   3. If ODOT is relying on Federal or third-party funds for this Contract the ODOT gives the Vendor written notice that such funds have been made available.

5. **CONTRACT MODIFICATIONS**: Amendments or modifications to this Contract must be executed in writing between the parties and signed by the Director of ODOT. Amendments or modifications to this Contract made between the Vendor and other Department personnel shall be void and unenforceable.

6. **CONTRACT CONSTRUCTION**: Any general rule of construction to the contrary notwithstanding this Contract shall be liberally construed in favor of the effect the purpose of this Contract and the policy and purposes of the Department. If any provisions in this Contract are found to be ambiguous, an interpretation consistent with the purpose of this Contract that would render the provision valid shall be favored over any interpretation that would render it invalid.

7. **GOVERNING LAW / SEVERABILITY**: This Contract shall be governed by the laws of the State of Ohio, and the venue for any disputes will be exclusively with the appropriate court in Franklin County, Ohio. If any provision of the Contract or the application of any provision is held by that court to be contrary to law, the remaining provisions of the Contract will remain in full force and effect.

8. **ASSIGNMENT / DELEGATION**: The Vendor will not assign any of its rights nor delegate any of its duties under this Contract without the written consent of the Director of ODOT. Any assignment or delegation not consented to may be deemed void by the Department.
9. **PLACEMENT OF ORDERS/METHODS OF PAYMENT**: The Department shall use either State of Ohio Purchase Order or State of Ohio Payment Card (i.e. credit card) to authorize performance under this Contract and to issue payments for supplies, products, and/or services acquired. Vendors are required to accept both forms of payment. For Department purchases over $2,500.00, an official State of Ohio purchase order must be generated and obtain approvals from the Office of Budget and Management, the Department of Administrative Services, and the Director of Transportation prior to its effectiveness. An approved State of Ohio purchase order will be sent to the Vendor and the Vendor will provide the goods and/or services listed on the ordering documents and in accordance with the Contract’s terms and conditions. Any order placed not using an approved ODOT purchase order or against a State payment card, shall not be considered a valid order and may result in denial of payment and/or return of goods at the Vendor's expense.

10. **ACCEPTANCE OF ORDERS**: The Vendor must accept orders placed by the Department pursuant to this Contract up through the last day of the Contract’s effectiveness, inclusive of any contract extensions exercised or agreed-upon between the Parties.

11. **BLANKET PURCHASE ORDERS**: The Department utilizes blanket purchase orders to pre-authorize funding for use on Contracts containing bid items that, due to the urgent nature of maintaining the Department’s highways and facilities, are critical to the Department executing its mission and objectives. The generation of blanket purchase orders are not used by the Department to place a specific order, rather as a means to make funding more readily available for use when Contract items are needed. The Vendor shall keep all blanket purchase orders on file and make them readily available for use by Department personnel to place orders against. When placing orders against a blanket purchase order, the Department will telephone or email orders referencing the blanket purchase order and its associated ODOT purchase order number. All of the Contract’s terms and conditions shall apply to the Department’s orders referencing a blanket purchase order.

   For all blanket purchase orders, quantities and amounts to be purchased from these purchase orders is unknown by the Department and Vendors must not construe these purchase orders as a commitment to purchase a specific amount of goods and/or services. Accordingly, the Department reserves the right to increase or decrease the available funding on these blanket purchase orders at its discretion.

12. **DELIVERY INSPECTION AND ACCEPTANCE**: Upon pick-up or delivery of any supplies, products, and/or services, ODOT retains the right to inspect the product/service prior to final acceptance and/or payment for the product/service. ODOT shall have sufficient and reasonable time to fully inspect supplies and/or services for compliance. The purpose of the inspection process is to ensure that the product/service is in compliance with the specifications set forth in the awarded contract. In the event that the product/service does not meet the specifications, ODOT shall notify the Vendor for removal/replacement of the product and/or service at the Vendor’s expense. ODOT shall retain all rights and remedies as described herein. Wherein products ordered by ODOT are delivered to a facility, which is not owned by ODOT and where ODOT has contracted with this facility to take delivery of products ordered by ODOT, acceptance will occur when the products have been inspected and accepted by ODOT within a reasonable amount of time after delivery to the facility. ODOT shall not be responsible for any storage costs incurred prior to the inspection and acceptance.

13. **RETURN GOODS POLICY**: The Department will apply the following Return Goods Policy on all purchases made under the Contract:

   (A) Return goods, when due to Vendor debar (i.e. over-shipment, defective merchandise, unapproved substitution, etc.) shall be returned to the Vendor, at the Vendor’s expense. The Vendor shall make arrangements to remove the return goods from the Department’s premises within five (5) calendar days after notification. The Vendor shall not apply any restocking or other charges to the Department. At the option of the Department, replacement items may be accepted and will be shipped within five (5) calendar days of notification. Failure of the Vendor to arrange for return of the items within the specified time will result in the items being deemed as abandoned property and the Department will dispose of accordingly.

   (B) For orders of custom manufactured items, the Vendor will provide a production sample of the item to the Department for acceptance. The production sample will be identical to the item to be
provided. The Department will provide written acceptance of the item prior to the Vendor continuing with production. Once delivery and acceptance has been completed and the Department determines for any reason that any remaining quantities will not be used, the agency may request the return of the custom manufactured items. Acceptance of the return of custom manufactured items will be at the option of the Vendor. If the Vendor agrees to the return of these items, the Department will be responsible for all costs associated with packaging, shipment and transportation, to include the original shipment to the Department and subsequent return of goods to the location designated by the Vendor. The Vendor may assess restocking fees that are equivalent to restocking fees that are normally assessed to other customers or as published by the Vendor. Failure of the Vendor to provide a production sample and obtain written approval from the Department will result in the Vendor bearing all responsibility and costs associated with the return of these goods.

(C) Return goods of regular catalog stock merchandise, when due to Department error (i.e. over purchase, discontinued use, inventory reduction, etc.) will be accepted by the Vendor if notice is given by the Department within six (6) months of delivery and acceptance. All items to be returned must be unused and in their original containers and in suitable condition for resale. The Department will be responsible for all transportation costs associated with both the original shipment of items to the agency and the subsequent return of the items to the location designated by the Vendor. The Vendor may assess a restocking fee (not to exceed 10%) associated with the return of the items to the location designated by the Vendor. Return of regular stock catalog merchandise, when delivery and acceptance exceed six (6) months will be at the option of the Vendor.

14. **PRODUCT RECALLS**: In the event product delivered has been recalled, seized, or embargoed and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by the packer, processor, manufacturer or by any Department or Federal regulatory agency, the Vendor shall be responsible to notify the ODOT Office of Contract Sales, Purchasing Services section and all other ordering agencies/entities within two business days after notice has been given. Vendor shall, at the option of the Department, either reimburse the purchase price or provide an equivalent replacement product at no additional cost. Vendor shall be responsible for removal and/or replacement of the affected product within a reasonable time as determined by the ordering agency. At the option of the ordering agency, Vendor may be required to reimburse storage and/or handling fees to be calculated from time of delivery and acceptance to actual removal. Vendor will bear all costs associated with the removal and proper disposal of the affected product. Failure to reimburse the purchase price or provide equivalent replacement product will be considered a default.

15. **PRODUCT SUBSTITUTION**: In the event a specified product listed in the Contract becomes unavailable or cannot be supplied by the Vendor for any reason (except as provided for in the Force Majeure clause), a product deemed in writing by the Department to be equal to or better than the specified product must be substituted by the Vendor at no additional cost or expense to the Department. Unless otherwise specified, any substitution of product prior to the Department’s written approval may be cause for termination of Contract. The Department reserves the right to deny any substitution request that it is deemed to not be in the best interest of the Department. In these instances, the Department may seek substitute products from another supplier and assess the difference in cost, if any, as damages against the Vendor for their material breach.

16. **INVOICE REQUIREMENTS**: The Vendor must submit an original, proper invoice to the office designated on the purchase order as the “bill to” address. To be a proper invoice, the invoice must include the following information: 1. The ODOT purchase order number authorizing the delivery of products or services. 2. A description of what the Vendor delivered, including, as applicable, the time period, serial number, unit price, quantity, and total price of the products and services. 3. The Contract number pursuant to the deliverable.

17. **DEFECTIVE INVOICES**: In the event the Department is in receipt of defective or improper invoices, the Department shall postpone payment pursuant to Section 126.30 of the Ohio Revised Code. Invoices shall be returned to the Vendor noting areas for correction. If such notification of defect is sent, the required payment date shall be thirty (30) calendar days after receipt of the corrected invoice.
18. **PAYMENT DUE DATE**: Payments under this Contract will be due on the 30th calendar day after the date of actual receipt of a proper invoice in the office designated to receive the invoice, or the date the service is delivered and accepted in accordance with the terms of this Contract. The date of the warrant issued in payment will be considered the date payment is made. Interest on late payments will be paid in accordance with O.R.C. Section 126.30.

19. **INSURANCE POLICIES**: By way of provision in this Contract to maintain specific minimum levels of insurance coverage(s) (e.g. Commercial General liability, Auto liability, Public liability, Property Damage, etc.), the Vendor shall provide to Department upon request evidence of such insurance required to be carried by these provisions, including any endorsement affecting the additional insured status, is in full force and effect and that premiums therefore have been paid. Such evidence shall be furnished by the Vendor within two (2) business days and on the insurance industry's standard ACORD Form (Certificate of Insurance) or a certified copy of the original policy. The Certificate of Insurance or certified copy of the policy must contain an endorsement naming the State of Ohio, Department of Transportation, its officers, agents, employees, and servants as additionally insured, but only with respect to Work performed for the Department under this Contract, at no cost to Department. Vendor shall notify the Department within ten (10) calendar days of receipt of a notice of cancellation, expiration, or any reduction in coverage, or if the insurer commences proceedings or has proceedings commenced against it, indicating the insurer is insolvent. Vendor shall provide to the Department evidence of a replacement policy at least five (5) calendar days prior to the effective date of such cancellation, expiration, or reduction in coverage.

All required insurance policies shall be maintained at Vendor’s sole expense and in full force for the complete term of the Contract, including any warranty periods. Reference 107.12 the Construction & Materials Specification handbook.

20. **TAXATION**: ODOT is exempt from federal excise taxes and all Department and local taxes, unless otherwise provided herein. ODOT does not agree to pay any taxes on commodities, goods, or services acquired from any Vendor.

21. **CONTRACT TERMINATION**: If a Vendor fails to perform any one of its obligations under this Contract, it will be in breach of contract and the Department may terminate this Contract in accordance with this section. Notices of contract termination shall be made in writing. The termination will be effective on the date delineated by the Department.

   a. **Termination for Breach**. If Vendor’s breach is unable to be cured in a reasonable time, the Department may terminate the Contract by written notice to the Vendor.

   b. **Termination for Un-remedied Breach**. If Vendor’s breach may be cured within a reasonable time, the Department will provide written notice to Vendor specifying the breach and the time within which Vendor must correct the breach. If Vendor fails to cure the specified breach within the time required, the Department may terminate the Contract. If the Department does not give timely notice of breach to Vendor, the Department has not waived any of the Department’s rights or remedies concerning the breach.

   c. **Termination for Persistent Breach**. The Department may terminate this Contract by written notice to Vendor for defaults that are cured, but are persistent. “Persistent” means three or more breaches. After the Department has notified Vendor of its third breach, the Department may terminate this Contract without providing Vendor with an opportunity to cure. The three or more breaches are not required to be related to each other in any way.

   d. **Termination for Endangered Performance**. The Department may terminate this Contract by written notice to the Vendor if the Department determines that the performance of the Contract is endangered through no fault of the Department.

   e. **Termination for Financial Instability**. The Department may terminate this Contract by written notice to the Vendor if a petition in bankruptcy or a Federal or State tax lien has been filed by or against the Vendor.
f. **Termination for Delinquency, Violation of Law.** The Department may terminate this Contract by written notice, if it determines that Vendor is delinquent in its payment of federal, Department or local taxes, workers' compensation, insurance premiums, unemployment compensation contributions, child support, court costs or any other obligation owed to a Department agency or political subdivision. The Department also may cancel this Contract, if it determines that Vendor has violated any law during the performance of this Contract. However, the Department may not terminate this Contract if the Vendor has entered into a repayment agreement with which the Vendor is current.

g. **Termination for Subcontractor Breach.** The Department may terminate this Contract for the breach of the Vendor or any of its subcontractors. The Vendor will be solely responsible for satisfying any claims of its subcontractors for any suspension or termination and will indemnify the Department for any liability to them. Subcontractors will hold the Department harmless for any damage caused to them from a suspension or termination. The subcontractors will look solely to the Vendor for any compensation to which they may be entitled.

h. **Termination for Vendor’s Failure to Pay Material Suppliers.** Pursuant to Section 4113.61 of the Ohio Revised Code, Vendors shall promptly pay material suppliers, within ten (10) calendar days of receipt of payment from the State of Ohio, for materials ordered and delivered as a result of this contract. A Vendor unable to furnish bid items because of non-payment issues related to a material supplier shall constitute grounds for the Director of ODOT to terminate this contract immediately. A Vendor may, at the discretion of the Department, be given an amount of time, amount shall be specified by the Department in writing, to furnish past due payment to the material supplier before termination shall occur.

j. **Failure to Maintain MBE Certification.** Pursuant to O.R.C. Section 125.081, the State may set aside a bid for supplies or services for participation only by minority business enterprises (MBE’s) certified by the State of Ohio, Equal Opportunity Coordinator. After award of the Contract, it is the responsibility of the MBE Contractor to maintain certification as a MBE. If the Contractor fails to renew its certification and/or is decertified by the State of Ohio, Equal Opportunity Coordinator, the State may immediately cancel the Contract.

k. **Failure to Maintain Licensure.** The Vendor’s failure to maintain the proper license(s) to perform the services or provide the goods prescribed by this Contract shall be grounds to terminate this Contract without prior notice.

l. **Qualified Products Listing and Approved Products Listing.** Any products or supplies removed from a specific qualified products listing/approved products listing, by either the Department, government, or governing body throughout the duration of the Contract shall be removed from the Contract effective on the date of removal from the respective listing.

22. **NOTICE OF BREACH:** Each party of this Contract has an obligation to provide written notice when it is determined by one party that the other party is in default of this Contract. A notice of ODOT’s default of this Contract must be sent to the Procurement Manager of the ODOT Office of Contract Sales.

23. **CONTRACT SUSPENSION:** A Vendor who fails to perform any one of its obligations under this Contract will be in breach. In these instances, ODOT may choose to suspend the Vendor from the contract rather than terminate the Contract.

In the case of a suspension for ODOT’s convenience, the amount of compensation due the Vendor for work performed before the suspension will be determined in the same manner as provided in this section for termination for ODOT’s convenience or the Vendor may be entitled to compensation for work performed before the suspension, less any damage to ODOT resulting from the Vendor’s breach of this Contract or other fault.

The notice of suspension, whether with or without cause, will be effective immediately on the Vendor’s receipt of the notice. The Vendor will immediately prepare a report and deliver it to ODOT which will include a detailed description of work completed, percentage of project completion, estimated time for delivery of all orders received to date, and costs incurred by the Vendor.
24. CANCELLATION FOR CONVENIENCE: The Department reserves the right to cancel and terminate this Contract, in whole or in part, without penalty, upon thirty (30) days written notice to an awarded vendor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period and upon a minimum of sixty (60) days written notice to the other party. Cancellations exercised in accordance with this section shall not relieve the Vendor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

25. CONTRACT DAMAGES: The Department may assess, at a minimum but not limited to, the following damages against a Vendor:

   A. ACTUAL DAMAGES: Vendor is liable to the State of Ohio for all actual and direct damages caused by Vendor’s breach. The Department may substitute supplies or services, from a third party, for those that were to be provided by Vendor. In accordance with Ohio Revised Code §5513.05(c), the Department may recover the costs associated with acquiring substitute supplies or services, less any expenses or costs saved by Vendor’s breach, from Vendor.

   B. LIQUIDATED DAMAGES: If actual and direct damages are uncertain or difficult to determine, the Department may recover liquidated damages in the amount of 1% of the value of the order, deliverable or milestone that is the subject of the breach for every day that the breach is not cured by the Vendor. If Delay of the cure is caused by ODOT, the delivery date shall be extended accordingly to offset such delays. Approval to extend any scheduled delivery date(s) shall be at the sole discretion of ODOT.

   C. DEDUCTION OF DAMAGES FROM CONTRACT PRICE: The Department may deduct all or any part of the damages resulting from Vendor’s breach from any part of the price still due on the contract, upon prior written notice issued to the Vendor by the Department.

   D. INCIDENTAL/CONSEQUENTIAL DAMAGES: Pursuant to Section 5513.05 of the Ohio Revised Code, the Department may recover from a Vendor who fails to promptly provide conforming articles, any incidental or consequential damages as defined in Section 1302.89 of the Ohio Revised Code, incurred by the Department in promptly obtaining the conforming articles.

26. CONTRACT TERM EXTENSIONS: ODOT reserves the right to unilaterally extend this Contract up to one (1) calendar month beyond the original contract expiration date at the original unit bid prices awarded. Contract extensions beyond one (1) calendar month shall be executed by means of written, mutual agreement with the Contract Vendor.

27. FIRM, FIXED PRICE CONTRACT: Unless otherwise specified in the bidding documents, this Contract is a Firm, Fixed-Price Contract. The Vendor will be required to provide to the Department with the materials, supplies, equipment and/or services at the awarded bid price(s) for the entire duration of the contract, and any extensions thereto.

28. FORCE MAJEURE: If the Department or Vendor is unable to perform any part of its obligations under this Contract by reason of force majeure, the party will be excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this Contract. The term “force majeure” means without limitation: acts of God; such as epidemics; lightning; earthquakes; fires; storms; hurricanes; tornadoes; floods; washouts; droughts; any other severe weather; explosions; restraint of government and people; war; labor strikes; and other like events.

29. EQUAL EMPLOYMENT OPPORTUNITY: The Vendor will comply with all Department and federal laws regarding equal employment opportunity, including O.R.C. Section 125.111 and all related Executive Orders.

30. ANTITRUST ASSIGNMENT TO THE DEPARTMENT: Vendor assigns to the State of Ohio, through the Department of Transportation, all of its rights to any claims and causes of action the Vendor now has or may acquire under Department or federal antitrust laws if the claims or causes of action relate to the
supplies or services provided under this Contract. Additionally, the State of Ohio will not pay excess charges resulting from antitrust violations by Vendor’s suppliers and subcontractors.

31. **CONFIDENTIALITY**: The Vendor may learn of information, documents, data, records, or other material that is confidential in the performance of this Contract. The Vendor may not disclose any information obtained by it as a result of this Contract, without the written permission of the Department. The Vendor must assume that all Department information, documents, data, records or other material is confidential.

The Vendor’s obligation to maintain the confidentiality of the information will not apply where it: (1) was already in the Vendor’s possession before disclosure by the Department, and it was received by the Vendor without the obligation of confidence; (2) is independently developed by the Vendor; (3) is or becomes publicly available without breach of this Contract; (4) is rightfully received by the Vendor from a third party without an obligation of confidence; (5) is disclosed by the Vendor with the written consent of the Department; or (6) is released in accordance with a valid order of a court or governmental agency, provided that the Vendor (a) notifies the Department of such order immediately upon receipt of the order and (b) makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the confidential information solely for the purposes intended to be serviced by the original order of production. The Vendor will return all originals of any information and destroy any copies it has made on termination or expiration of this Contract.

The Vendor will be liable for the disclosure of any confidential information. The parties agree that the disclosure of confidential information of the Department’s may cause the Department irreparable damage for which remedies other than injunctive relief may be inadequate, and the Vendor agrees that in the event of a breach of the obligations hereunder, the Department shall be entitled to temporary and permanent injunctive relief to enforce this provision without the necessity of providing actual damages. This provision shall not, however, diminish or alter any right to claim and recover.

32. **DRUG-FREE WORKPLACE**: The Vendor agrees to comply with all applicable Department and federal laws regarding drug-free workplace and shall make a good faith effort to ensure that all its employees, while working on Department property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

33. **WORKERS’ COMPENSATION**: Workers’ compensation insurance, as required by Ohio law or the laws of any other Department where work under this Contract will be done. The Vendor will also maintain employer’s liability insurance with at least a $1,000,000.00 limit.

34. **OHIO ETHICS LAW**: Vendor agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

35. **PUBLICITY**: The Vendor will not advertise that it is doing business with the Department or use this Contract as a marketing or sales tool without prior, written consent of the Department. This provision includes marketing or sales tools related to the ODOT Cooperative Purchasing Program.

36. **STRICT PERFORMANCE**: The failure of either party, at any time to demand strict performance by the other party of any of the terms of this Contract, will not be construed as a waiver of any such term and either party may at any time demand strict and complete performance by the other party.

37. **SUBCONTRACTING**. The Department recognizes that it may be necessary for the Vendor to use subcontractors to perform portions of the work under the Contract. In those circumstances, the Vendor shall submit a list identifying its subcontractors or joint venture partners performing portions of the work under the Contract. If any changes occur during the term of the Contract, the Vendor shall supplement its list of subcontractors or joint venture business partners. In addition, all subcontractors or joint venture business partners agree to be bound by all of the Terms and Conditions and specifications of the Contract. The Department reserves the right to reject any subcontractor submitted by the Vendor. All subcontracts will be at the sole expense of the Vendor and the Vendor will be solely responsible for payment of its subcontractors. The Vendor assumes responsibility for all sub-contracting and third party manufacturer work performed under the Contract. In addition, Vendor will cause all subcontractors to be bound by all of the Terms and Conditions and specifications of the Contract. The Vendor will be the sole point of contact with regard to all contractual matters.
38. **SURVIVORSHIP:** All sections herein relating to payment, confidentiality, license and ownership, indemnification, publicity, construction warranties, limitations of warranties and limitations on damages shall survive the termination of this Contract.

39. **GENERAL REPRESENTATIONS AND WARRANTIES:** The Vendor warrants that the recommendations, guidance, and performance of the Vendor under this Contract will:

1. Be in accordance with the sound professional standards and the requirements of this Contract and without any material defect.

2. No services, products or supplies will infringe on the intellectual property rights of any third party.

3. All warranties are in accordance with Vendor’s standard business practices attached.

4. That the products or supplies hereunder are merchantable and fit for the particular purpose described in this contract. Additionally, with respect to the Vendor’s activities under this Contract, the Vendor warrants that:

5. The Vendor has the right to enter into this Contract.

6. The Vendor has not entered into any other contracts or employment relationships that restrict the Vendor’s ability to perform under this Contract.

7. The Vendor will observe and abide by all applicable laws and regulations, including those of the Department regarding conduct on any premises under the Department’s control.

8. The Vendor has good and marketable title to any products or supplies delivered under this Contract and which title passes to the Department.

9. The Vendor has the right and ability to grant the license granted in products or supplies in which title does not pass to the Department. If any services of the Vendor or any products or supplies fails to comply with these warranties, and the Vendor is so notified in writing, the Vendor will correct such failure with all due speed or will refund the amount of the compensation paid for the services, products or supplies. The Vendor will also indemnify the Department for any direct damages and claims by third parties based on breach of these warranties.

40. **VENDOR’S WARRANTY AGAINST AN UNRESOLVED FINDING FOR RECOVERY:** Vendor warrants that it is not subject to an unresolved finding for recovery under O.R.C. Section 9.24. If the warranty was false on the date the parties signed this Contract, the Contract is void ab initio.

41. **LIMITATION OF LIABILITY:** Notwithstanding any limitation provisions contained in the documents and materials incorporated by reference into this contract, the Vendor agrees that the Vendor shall be liable for all direct damages due to the fault or negligence of the Vendor.

42. **INDEMNITY:** The Vendor will indemnify the Department for any and all claims, damages, lawsuits, costs, judgments, expenses, and any other liabilities resulting from bodily injury to any person (including injury resulting in death) or damage to property that may arise out of or are related to Vendor’s performance under this Contract, providing such bodily injury or property damage is due to the negligence of the Vendor, its employees, agents, or subcontractors. Reference 107.12 the Construction & Materials Specification handbook.

The Vendor will also indemnify the Department against any claim of infringement of a copyright, patent, trade secret, or similar intellectual property rights based on the Department’s proper use of any products or supplies under this Contract. This obligation of indemnification will not apply where the Department has modified or misused the products or supplies and the claim of infringement, is based on the modification or misuse. The Department agrees to give the Vendor notice of any such claim as soon as reasonably practicable and to give the Vendor the authority to settle or otherwise defend any such claim upon consultation with and approval by the Office of the Department Attorney General. If a successful claim of
infringement is made, or if the Vendor reasonably believes that an infringement claim that is pending may actually succeed, the Vendor will take one (1) of the following four (4) actions:

1. Modify the products or supplies so that is no longer infringing;
2. Replace products or supplies with an equivalent or better item;
3. Acquire the right for the Department to use the infringing products or supplies as it was intended for the Department to use under this Contract; or
4. Remove the products or supplies and refund the fee the Department paid for the products or supplies and the fee for any other products or supplies that required the availability of the infringing products or supplies for it to be useful to the Department.

43. **AUDITS**: The Vendor must keep all financial records in a manner consistent with generally accepted accounting principles. Additionally, the Vendor must keep separate business records for this Contract, including records of disbursements and obligations incurred that must be supported by contracts, invoices, vouchers and other data as appropriate. During the period covered by this Contract and until the expiration of three (3) years after final payment under this Contract, the Vendor agrees to provide the Department, its duly authorized representatives or any person, agency or instrumentality providing financial support to the work undertaken hereunder, with access to and the right to examine any books, documents, papers and records of the Vendor involving transactions related to this Contract. The Vendor shall, for each subcontract in excess of two thousand five hundred ($2,500), require its subcontractor to agree to the same provisions of this Article. The Vendor may not artificially divide contracts with its subcontractors to avoid requiring subcontractors to agree to this provision. The Vendor must provide access to the requested records no later than (5) five business days after the request by the Department or any party with audit rights. If an audit reveals any material deviation from the Contract requirements, and misrepresentations or any overcharge to the Department or any other provider of funds for the Contract, the Department or other party will be entitled to recover damages, as well as the cost of the audit.

44. **INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT**: It is fully understood and agreed that Vendor is an independent contractor and is not an agent, servant, or employee of the State of Ohio or the Ohio Department of Transportation. Vendor declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers’ compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities. Additionally, Vendor understands that as an independent contractor, it is not a public employee and is not entitled to contributions from the State to any public employee retirement system.

45. **EXECUTIVE ORDER 2011-12K**: The Vendor affirms to have read and understands Executive Order 2011-12K issued by Ohio Governor John R. Kasich and shall abide by those requirements in the performance of this Contract and shall perform no services required under this Contract outside of the United States of America. The Executive Order is incorporated by reference and also is available at the following website: [http://www.governor.ohio.gov/Portals/0/pdf/executiveOrders/EO%202011-12K.pdf](http://www.governor.ohio.gov/Portals/0/pdf/executiveOrders/EO%202011-12K.pdf).

The Vendor also affirms, understands, and agrees to immediately notify the Department of any change or shift in the location(s) of services performed by the Vendor or its subcontractors under this Contract, and no services shall be changed or shifted to a location(s) that are outside of the United States of America.

46. **CONTRACTOR DISCLOSURE; LOCATION OF SERVICES, DATA**: As part of this Contract, Contractor shall disclose the following: 1. The location(s) where all services will be performed; and 2. The location(s) where any state data applicable to the contract will be maintained or made available; and 3. The principal location of business for the contractor and all subcontractors. Contractor shall not, during the performance of this Contract, change the location(s) of the country where the services are performed or change the location(s) of the country where the data is maintained or made available without prior written approval of the State.

47. **DAMAGES FOR SERVICES PERFORMED OUTSIDE OF THE UNITED STATES**: The Department is not obligated and shall not pay for any services provided under this Contract that the Vendor or any of its subcontractors performed outside of the United States of America. If services are performed outside of the United Departments, this will be treated as a material breach of the Contract, and Vendor shall immediately
return to the Department all funds paid for those services. This requirement includes data warehousing and storage. All electronic data must reside in the United States.

In addition, if the Vendor or any of its subcontractors perform any such services outside of the United Departments, the Department may, at any time after the breach, terminate this Contract for such breach, upon written notice to the Vendor. If the Department terminates the Contract, the Department may buy substitute services from a third party, and the Department may recover the additional costs associated with acquiring the substitute services.

If the Vendor or any of its subcontractors prepares to perform services, changes or shifts the location(s) of services performed by the Vendor or its subcontractors under this Contract to a location(s) outside of the United Departments, but no services are actually performed, the Vendor has 30 days to change or shift the location(s) of services performed to location(s) within the United Departments. The Department may recover liquidated damages in the amount of 5% of the value of the contract for every day past the time permitted to change or shift the location(s).

48. **NON-DISCRIMINATION/COMPLIANCE WITH APPLICABLE LAWS:** During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

**Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**Non-discrimination:** The Vendor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Vendor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E below, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

**Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Vendor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Vendor of the Vendor's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency.

**Information and Reports:** The Vendor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Ohio Department of Transportation (hereinafter “ODOT”) or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Vendor is in the exclusive possession of another who fails or refuses to furnish this information, the Vendor will so certify to ODOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

**Sanctions for Noncompliance:** In the event of a Vendor's noncompliance with the Nondiscrimination provisions of this contract, ODOT will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Vendor under the contract until the Vendor complies; and/or
b. Cancelling, terminating, or suspending a control, in whole or in part.

**Incorporation of Provisions:** The Vendor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Vendor will take action with respect to
any subcontract or procurement as ODOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Vendor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Vendor may request ODOT to enter into any litigation to protect the interests of ODOT. In addition, the Vendor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contact, the Vendor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Vendor,” which includes consultants) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

APPENDIX E: Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age)
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and Vendors, whether such programs or activities are Federally funded or not)
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
- The Federal Aviation Administration’s Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women)
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 et seq.) (prohibits discrimination on the basis of sex in education programs or activities)

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State of Ohio, Department of Transportation (ODOT)
Office of Contract Sales, Purchasing Services

ODOT COOPERATIVE PURCHASING PROGRAM REQUIREMENTS
(Last Revised 6/2016)

In accordance with Ohio Revised Code Section 5513.01 (B), the Department may permit and approve any Political Subdivision, State university or college, Ohio Turnpike and Infrastructure Commission, or State agency (collectively the “Ordering Agencies”) to participate in this Contract. The Office of Contract Sales, Purchasing Services section shall notify the Vendor, in writing, of the name of the Ordering Agency that has been authorized by the Department to participate in this Contract. Once approved, the responsibilities and obligations of the Ohio Department of Transportation shall cease at this point. Both the Ordering Agency and the Vendor will be bound by the Contract’s terms and conditions. The Vendor shall deal directly with the Ordering Agency that has been authorized to participate in this contract. All orders placed by the Ordering Agency shall be filled in accordance with the terms and conditions of this particular contract. All invoices for such purchases shall be sent directly by the Vendor to the Ordering Agency’s provided billing address.

The Vendor agrees indemnify the State of Ohio, Department of Transportation for any and all claims, damages, lawsuits, costs, judgments, expenses, and any other liabilities resulting from bodily injury to any person (including injury resulting in death) or damage to property that may arise out of or are related to an Ordering Agency’s participation in the ODOT Cooperative Purchasing Program and its performance under this Contract.

Political Subdivisions are defined in Ohio Revised Code Section 5513.01(C)(1) as "any county, township, municipal corporation, conservancy district, township park district, park district created under Chapter 1545. of the Revised Code, port authority, regional transit authority, regional airport authority, regional water and sewer district, county transit board, school district as defined in section 5513.04 of the Revised Code, regional planning commission formed under section 713.21 of the Revised Code, regional council of government formed under section 167.01 of the Revised Code, or other association of local governments established pursuant to an agreement under sections 307.14 to 307.19 of the Revised Code."

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DISTRICT MAP

OHIO DEPARTMENT OF TRANSPORTATION

DISTRICT INFORMATION

<table>
<thead>
<tr>
<th>District</th>
<th>District Deputy Director, District Address</th>
<th>Main Telephone No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1885 N. McCullough, Lima, Ohio 45801</td>
<td>419-222-9055</td>
</tr>
<tr>
<td>2</td>
<td>317 East Poe Road, Bowling Green, Ohio 43402</td>
<td>419-353-8131</td>
</tr>
<tr>
<td>3</td>
<td>906 North Clark St., Ashland, Ohio 44805</td>
<td>419-281-0513</td>
</tr>
<tr>
<td>4</td>
<td>2088 S. Arlingon Rd., Akron, Ohio 44306</td>
<td>330-786-3100</td>
</tr>
<tr>
<td>5</td>
<td>9600 Jacksontown Road, P.O. Box 306, Jacksontown, Ohio 43030</td>
<td>740-323-4400</td>
</tr>
<tr>
<td>6</td>
<td>400 East Williams St., Delaware, Ohio 43015</td>
<td>740-363-1251</td>
</tr>
<tr>
<td>7</td>
<td>1001 St. Mary's Ave, Sidney, Ohio 45365</td>
<td>937-492-1141</td>
</tr>
<tr>
<td>8</td>
<td>505 South State Rt. 741, Lebanon, Ohio 45036</td>
<td>513-932-3030</td>
</tr>
<tr>
<td>9</td>
<td>650 Eastern Ave., P.O. Box 467, Chillicothe, Ohio 45601</td>
<td>740-773-2691</td>
</tr>
<tr>
<td>10</td>
<td>338 Muskingum Drive, Marietta, Ohio 45750</td>
<td>740-373-0212</td>
</tr>
<tr>
<td>11</td>
<td>2201 Reiser Ave SE, New Philadelphia, Ohio 44663</td>
<td>330-339-6633</td>
</tr>
<tr>
<td>12</td>
<td>5500 Transportation Boulevard, Garfield Heights, Ohio 44125-5396, Mail: Box 258003, Garfield Heights, Ohio 44125-8003</td>
<td>216-581-2100</td>
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