



**Ohio Department of Transportation  
Request for Proposal #505-19  
Automated Vehicle Shuttle Service  
PUBLIC-PRIVATE PARTNERSHIP**

Proposal Issue Date:	July 2, 2018
Pre-Proposal Conference:	July 25, 2018, 1:00 PM – 3:00 PM Eastern Time
Proposal Inquiry Period Ends:	August 1, 2018, 2:00 PM Eastern Time
Proposal Due Date:	August 13, 2018, 2:00 PM Eastern Time

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**REQUEST FOR PROPOSAL #505-19**  
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**Automated Vehicle Shuttle Service**  
**PUBLIC-PRIVATE PARTNERSHIP**

**I. PROPOSAL INTRODUCTION**

**Proposal Purpose**

Smart Columbus has partnered with the Ohio Department of Transportation (ODOT) and DriveOhio to seek proposals from technology partners to deploy, operate, and maintain an automated vehicle (AV) shuttle service under a one-year agreement with ODOT. Subject to performance and external considerations, this contractual arrangement will be a public-private partnership controlled by Ohio Revised Code Sections 5501.70 et seq. The agreement will last for one year and may be extended for up to two additional one-year terms.

The objective of this request for proposal to form a public-private partnership (P3) is to conduct approximately two months of vehicle testing before commencing ten months of passenger service. The Selected Proposer shall be responsible for the development of project management documents (as specified in Section III. Requirements), ongoing vehicle/fleet operations, and maintenance and service for the vehicles.

The Proposer shall propose a turn-key system (the system), where the Proposer provides the vehicles as well as all operations and maintenance of the vehicles. The Proposer must also be able to generate reports as to the operation of the system for review. The system must be fully configurable to meet ODOT's requirements, outlined in Section III. Requirements, supporting pre-defined and user-defined forms and reporting capabilities with an open architecture design, which could be used in future developments of an integrated system.

In addition, Proposers' attention is directed to Executive Order 2018-04K (which can be found here: [http://governor.ohio.gov/Portals/0/%21%21%21EO%202018-04K%20%28Signed%205\\_9\\_18%29.pdf](http://governor.ohio.gov/Portals/0/%21%21%21EO%202018-04K%20%28Signed%205_9_18%29.pdf)). It is the intent of this RFP that the Proposers comply with the Executive Order and meet or exceed its intent where applicable.

The Proposers shall suggest a "not to exceed" payment amount for the first year only. Subsequent years of operation will either need to be funded by the Proposers, or will be funded through end-user ticket revenue.

**Project Location**

The project will involve the piloting of an automated passenger vehicle service around the Scioto Mile in Downtown Columbus. This area includes COSI (Center of Science and Industry, a science museum and research center), Bicentennial Park, National Veterans Memorial and Museum, the Smart Columbus Experience Center, and other recreational attractions.

Due to Central Ohio's four-season climate, this location provides an opportunity to test and operate AV shuttles in different weather conditions.

### **Location of Data**

The Proposer may require the use of State of Ohio or City of Columbus data for development, maintenance, and testing work at an offsite location. ODOT restricts the use of the ODOT network for transmittal of data. However, data may be transferred using ODOT approved methods, with written approval from the ODOT Information Technology Department. This approval will only be granted upon receipt of a letter certifying the following: the data will be maintained in a secure manner; the data will not be used for any purposes other than those required to fulfill the contract; and upon completion of the project the data will be destroyed. The letter must also disclose the location of the data while under the control of the Proposer. Subject to Executive Order 2011-12K, all services must be performed within the United States.

Relevant documents regarding this project can be found at the following ftp site:

<ftp://ftp.dot.state.oh.us/pub/contracts/DriveOhio/>

## **II. PROPOSAL GUIDELINES**

### **Proposal Process**

The Proposer needs to follow the ODOT Office of Contract Sales Purchasing Services Instructions for Proposals (see IV. Instructions for Submitting Proposals), referring to the General Definitions for proposal and contract terms (see V. General Definitions), and following the terms and conditions (see VI. Standard Terms and Conditions) to comply with the proposal process.

This Request for Proposal (RFP) includes the following instructions for participation in ODOT's RFP and subsequent Award of Contract for an Automated Vehicle Shuttle Service.

- Step 1. Verify all materials listed in the RFP Structure are received
- Step 2. Utilize the proposal inquiry process as necessary
- Step 3. Attend the Pre-Proposal Conference
- Step 4. Prepare the proposal content
- Step 5. Deliver the proposal content
- Step 6. Respond to ODOT during Proposal Evaluation as necessary including but not limited to responding to questions from the Review Panel and providing pricing clarifications or adjustments as requested
- Step 7. ODOT evaluates the proposals
- Step 8. ODOT awards the contract

### **RFP Structure**

This RFP is organized into seven parts as listed below.

- Part 1: Proposal Introduction
- Part 2: Proposal Guidelines
- Part 3: Requirements
- Part 4: Instructions for Submitting Proposals

- Part 5: General Definitions
- Part 6: Standard Terms and Conditions
- Part 7: Attachments

## **Proposal Inquiries**

Proposers may submit questions/inquiries regarding this proposal via the ODOT Office of Contracts Pre-Bid Question website, available at the following URL:

<http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Pages/PurchasePBQ.aspx>

ODOT will post replies to Proposer-submitted questions typically within 2 business days. Replies are available for viewing at the following URL:

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

No proposal inquiries will be accepted after August 13, 2018 at **2:00 PM Eastern Time**.

All known Proposers shall be notified by email of any addenda that are issued as a result of any changes in the requirements of this RFP. All addenda shall also be posted to the following ODOT website for viewing:

<http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Lists/PurchaseUpcomingITBs/RFP.aspx>

**Please note:** A copy of all addenda issued shall be included in each Proposer's final, submitted proposal. This serves as an acknowledgement to ODOT that the Proposer understands any additions, subtractions, changes, etc. shall be incorporated into this RFP. Failure to include a copy of all addenda issued shall result in a proposal being deemed non-responsive.

## **Pre-Proposal Conference**

ODOT will hold a Pre-Proposal Conference on July 25 from 1:00 PM to 3:00 PM at:

Ohio Department of Transportation  
1980 West Broad Street  
Columbus, OH 43223

A call-in option will also be provided. At this meeting, Proposers will have the chance to ask questions and see a brief description of the expected outcomes of the AV shuttle deployment.

## **Proposal Content**

Proposals shall be limited to 30 pages. Proposals, in addition to complying with the Instructions for Submitting Proposals, must include at a minimum:

- A proposal cover letter. The cover letter should state the purpose of the submittal and be signed (e-signature preferred) by a representative of the offering organization authorized to bind the Proposer, including the representative's title, address, and telephone number.
- All three signed and completed forms; Signature Page, Proposer Certification Form, and High Value Data Indemnification Agreement, signed by a representative of the offering organization authorized to bind the Proposer. Refer to Attachments.
- A description of the Proposer's organization, including a summary of previous experience which qualifies the Proposer to successfully deliver the system described in this document, including at least three completed Proposer Experience Summary forms. Include specific details of related experience, such as dates of work or assignment, names and addresses

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of client organizations, or other details that appropriately support the Proposer's ability and experience to deliver the proposed system.

- A description of the type of vehicle to be deployed, including evidence of whether they are Federal Motor Vehicle Safety Standard (FMVSS) compliant or if an exemption has been approved, and their Operational Design Domain (ODD). If not FMVSS compliant, describe how the items not in compliance are directly related to the full automation capability with no driver.
- A list of the key individuals from the Proposer's organization who will be involved in delivering the Proposer's solution. For each individual, include his/her role, responsibilities, and a brief résumé of experience.
- A Project Plan that includes the Proposer's intended approach for pre-acceptance testing, vehicle delivery and deployment, post-acceptance testing, timeline and development of project deliverables (as detailed in Section III), inclement weather response, ability to program any changes in route, staffing needs, a high-level work plan, schedule, and other documentation as appropriate.
- A description of any modifications to the roadway and infrastructure along the proposed route alignment that will be required to accommodate service as proposed, and whether the costs thereof are included in the cost proposal. Specify how much advance notice would be required for any route deviations and other service changes. Describe the level of ODOT and City of Columbus staff participation and other support that may be required.
- The following Mandatory Requirements must be addressed in the Proposer's written proposal in sufficient detail to determine that the Mandatory Requirements will be met. The table below lists this RFP's Mandatory Requirements.

<b>Table of Mandatory Proposal Requirements for Acceptance</b>		
<b>Mandatory Requirements for Selection</b>	<b>Reject</b>	<b>Accept</b>
The Proposer must provide a turn-key AV shuttle service solution, including responsibility for providing, deploying, operating, and maintaining the service per the requirements specified herein. The Proposer must be able to generate reports as to the operation of the vehicles on a regular basis, to be determined after the award.		
The Proposer must have a way to interact with the people using the service and determine their reaction to the technology. The Proposer can obtain this information through survey or other method.		
<b>Mandatory Proposer Experience Requirement</b>		
The Proposer must have a demonstrated track record of deploying and operating an AV shuttle service in a mixed traffic environment, utilizing vehicle capabilities similar to those outlined in Section III. Requirements. Include at least three completed Proposer Experience Summaries (see Attachment Four) with specific details on the location where the shuttle service is being or was used in normal daily operations, contact information, project information, key dates and duration in operation.		

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- A proposal that details how the Proposer's Solution Proposal will meet the system Requirements (see III. Requirements for further details) as listed below in the Solution Proposal Requirements Table outlining content required.

Solution Proposal Requirements		Content Provided?	
		Yes	No
Section 1	Solution Requirements as outlined below in 1.1-1.6		
	1.1 Operational Requirements		
	1.2 Vehicle Requirements		
	1.3 Testing Requirements		
	1.4 Reporting Requirements		
	1.5 Data Sharing/Interoperability Requirements		
	1.6 Insurance Requirements		
Section 2	Staff and Training Proposal		

- A proposal that details how the Proposer's Solution Proposal will meet the Pricing Requirements (See Pricing Requirements in Section III. Requirements for further details) as listed below in the Price Proposal Requirements Table outlining content required.

Price Proposal Requirements		Content Provided?	
		Yes	No
	Price Proposal as a separate file containing all pricing information with the monthly and total cost in \$US to ODOT for the proposed system.  Refer to Pricing Requirements for details on pricing information.		

All files associated with the proposal shall be in Adobe Acrobat (.pdf) format and include the proposal number (RFP #505-19), the Proposer name, and whether it is the Solution or Price Proposal. Promotional literature may be included, but will be used for informational purposes only.

### Proposal Submission

Proposals shall be submitted to [contracts.purchasing@dot.ohio.gov](mailto:contracts.purchasing@dot.ohio.gov). All proposals must be received by **2:00 PM Eastern Time on August 13, 2018**.

No proposals will be accepted after the time specified. ODOT reserves the right to reject any and all proposals. ODOT also shall reserve the right to cancel this RFP and re-issue at any time.

Timely receipt of proposals will be determined by the date/time stamp of the submission email. Confirmation of receipt will be provided to the Proposer, but as this is not an automated response, Proposers should allow for sufficient time for the email to be received by the deadline. Proposals received after the deadline will be rejected and the Proposer notified.

All materials submitted in accordance with this solicitation become the property of the State of Ohio and shall not be returned. All materials submitted in accordance with this solicitation shall remain

confidential until the Selected Proposer is selected at which time all submitted information becomes a part of the public record.

## **Proposal Evaluation**

Proposal Evaluation begins when proposals are submitted and the Office of Contract Sales has verified compliance with the Instructions for Submitting Proposals. The Office of Contract Sales provides the Review Panel with all responsive proposals. The Review Panel will follow the instructions provided by the Review Panel Coordinator for Proposal Evaluation and must sign an "Ethic/Conflict of Interest/Confidentiality Statement". The Review Panel consists of employees from ODOT, DriveOhio, the City of Columbus, the Columbus Partnership, Central Ohio Transit Authority (COTA), and the Ohio State University (OSU).

Below are the steps for evaluating proposals received by the Office of Contract Sales:

- Step 1. Verify that the proposals satisfy the proposal content requirements and qualify to be evaluated by the Review Panel.
- Step 2. Issue Evaluator Instructions to the Review Panel in conjunction with all proposals that have cleared the first step of verification.
- Step 3. Review and accept the Mandatory Requirements in order for the proposal to advance to Scoring Evaluation (see Table of Mandatory Requirements for Selection).
- Step 4. Initiate Scoring Evaluation for all proposals that have not been eliminated from scoring in Steps 1 through 6 listed above. Scoring is conducted by the Review Panel evaluating each proposal according to the criteria in Scoring Evaluation Table (see below) multiplying the weight of that criteria by the value assigned; Does not Meet, Meets, Exceeds, Greatly Exceeds.
- Step 5. Apply the Decision Scoring Formulas to rate the proposal solutions.

At the completion of the Proposal Evaluation, the top scoring Proposer is selected for Award of Contract.

## **Selection of Qualified Proposers**

At the conclusion of Step 1 in the Proposal Evaluation, the Review Panel will select Proposers whom ODOT considers qualified to deliver a system which meets the requirements defined in this document. In the event the Review Panel does not identify qualified Proposers, ODOT reserves the right to cancel this RFP without further notice.

ODOT reserves the right to request from the qualified Proposers:

- Answers to questions from the Review Panel.
- Pricing clarification or adjustments.
- An audited financial statement of the Proposer, prepared by a certified public accountant, substantiating the Proposer's financial capacity to deliver and operate the Automated Vehicle Shuttle Service. (Financial statements shall not be shared beyond the members of the evaluation committee nor included as public record.)

## **Scoring Evaluation**

In the Proposal Evaluation phase, ODOT will rate the solution merits of the Proposal based on the following requirements and the weight assigned to each requirement:

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<b>Solution Proposal Evaluation</b>	<b>Weight</b>	<b>Does not Meet</b>	<b>Meets</b>	<b>Exceeds</b>	<b>Greatly Exceeds</b>
Technical approach, including evidence of vehicle capabilities (operational deployment) under similar operating conditions	20	0	5	7	10
Management approach and ability to meet delivery schedule	15	0	5	7	10
Access to data for performance and safety evaluation	10	0	5	7	10
Flexibility in route and operating parameters	10	0	5	7	10
Thoroughness of infrastructure needs assessment	10	0	5	7	10
Clear delineation of Proposer's roles and responsibility versus that of ODOT and its partners	5	0	5	7	10
Proven innovations in approach to meet RFP requirements	5	0	5	7	10
An up to 3-page narrative describing how the Proposer plans to meet ORC 5501.71 (C) 1, 4, 5, 7, 8, & 9	5	0	5	7	10

Solution Proposal Points: The Proposer with the highest point total for the Solution Proposal will receive 800 points. The remaining Proposers will receive a percentage of the maximum points available based upon the following formula:

$$\text{Solution Proposal Points} = (\text{Proposer's Solution Proposal Points} / \text{Highest Number of Solution Proposal Points Obtained}) \times 800$$

<b>Pricing Proposal Evaluation</b>	<b>Weight</b>
Not-To-Exceed Fixed Price Sheet	20

Pricing Proposal Points: The Proposer with the lowest proposed Not-To-Exceed Fixed Price will receive 200 points. The remaining Proposers will receive a percentage of the maximum cost points available based upon the following formula:

$$\text{Pricing Proposal Points} = (\text{Lowest Not-To-Exceed Fixed Price} / \text{Proposer's Not-To-Exceed Fixed Price}) \times 200$$

Total Points Score: The total points score is calculated using the following formula:

$$\text{Total Points} = \text{Solution Proposal Points} + \text{Pricing Proposal Points}$$

**Award of Contract**

ODOT will award the Automated Vehicle Shuttle Service contract to the top scoring Proposer upon completion of the evaluation period, or any additional negotiations or follow ups ODOT deems necessary. ODOT reserves the right to cancel this RFP without further notice. In the event that establishing contractual terms with the top scoring Proposer is unsuccessful, ODOT reserves the right to begin negotiations with the second highest scoring Proposer.

### III. REQUIREMENTS

#### Project Background

In June 2016, the City of Columbus, Ohio won the United States Department of Transportation (USDOT) Smart City Challenge. Columbus intends to define what it means to be a “Smart City” and serve as a model for other cities wishing to fully integrate innovative technologies, such as automated and connected vehicles into the transportation network. Columbus is acting as a laboratory for Intelligent Transportation Systems (ITS) and disseminating lessons learned and best practices to cities across the United States in an effort known as Smart Columbus. The goal of the Smart Columbus project is to connect people by creating opportunity for city residents to better access jobs and services while improving the overall safety and efficiency of the transportation network.

Smart Columbus aims to deploy and evaluate automated shuttles against a series of use cases in a series of pilots commissioned by the City of Columbus, OSU, Columbus Partnership, and DriveOhio. The proposed technology solution involves vehicles that are automated, and preferably electric and connected, serving members of the public on short transit trips typically less than a mile. The first AV pilot of the series aims to provide a shuttle service to help circulate people within a developing area adjacent to Downtown Columbus. Operations of the fleet will be similar to that of a traditional transit service, with pre-determined routes and signed stops along the routes for passengers to board and alight. The success of this project will be looked at as a guide for potential deployment of future AV routes in other parts of Columbus, by providing justification for their use in similar environments.

Integration with the Smart Columbus Operating System is central to Smart Columbus’ vision for facilitating Mobility as a Service and other Smart City applications. The Operating System is a cloud-based, dynamic, governed data delivery platform that is at the heart of the Smart Columbus system. It is designed to ingest and disseminate data from external systems for processing via a microservices architecture in which components of other applications will reside in the Operating System as loosely coupled services. The Operating System also serves as the source for real-time operational data and archived historical data from a combination of data storage sources for use by the City of Columbus and third-party applications/developers. The Operating System is the data platform environment that integrates data and data services from multiple sources, including the planned Smart Columbus projects, traditional transportation data, and data from other community partners. The Operating System embodies open-data and open-source concepts to enable better decision-making and problem solving for all users to support a replicable, extensible, sustainable platform.

As it relates to AVs, Smart Columbus has a multi-phase vision for enabling integration with the Operating System. For this first phase, it is expected that an AV vendor will, in addition to their own services, provide General Transit Feed Specification (GTFS) and Automatic Vehicle Location (AVL) to the Operating System to be made available for other applications. Further, the AVs should allow for capture and archive of onboard sensor data, as well as any incident data, including event logs. While the intention is to eventually include fleet management platforms for all Smart Columbus transportation providers in the Operating System, for the purposes of this RFP it will be sufficient for output feeds such as GTFS and AVL to be made available for other applications to use outside of Smart Columbus, and in parallel, routing data to be shared with the Operating System itself.

#### Project Goals

ODOT and its partners are interested in deploying AV technology to evaluate the ability of this technology and associated vehicles to operate on public roadways in Ohio, to enhance the mobility

of residents and visitors, and to satisfy the specific operating purpose for which the service is intended. Further, ODOT is interested in better understanding the infrastructure required to implement and support the operation of this technology, the approach to public adoption, the types and value of data produced, and the benefits derived from the use of AVs. ODOT seeks a turn-key solution responsible for deploying, operating and maintaining the service per the requirements specified herein. Vehicle performance will be recorded, including time in service, miles traveled, high-accuracy positioning, speed, battery/fuel usage, number of and reasons for disengagements, hard braking, evasive maneuvers, and more.

These vehicles are intended to operate on public roadways in a rapidly developing commercial area at a high frequency to address first-mile/last-mile/only-mile challenges. Human operators shall be available onboard each vehicle during operations to monitor the vehicle, explain the technology to passengers, and take control of the operation of the vehicle should the need arise.

This project will benefit the surrounding community by demonstrating the potential of this emerging technology to local stakeholders and the public, allowing for an educational experience in partnership with COSI, while also inspiring quicker adoption of future innovations. It is expected that the Selected Proposer be actively engaged in delivering a high-quality rider experience, increasing user adoption, and promoting the activity and capabilities of the service. This may include transporting the vehicles to other locations in the Columbus area for short-term, stationary demos.

More broadly, results of this project will be used to inform the following overall goals:

- Establish a common data exchange interface that is interoperable across various deployment locations and vehicle vendors.
- Establish guidelines for procurement, including demonstrated vehicle performance and data sharing requirements.
- Develop a set of AV operational testing and evaluation guidelines to benchmark AVs.
- Develop a methodology for evaluating the operational safety of the system in various deployment settings.

## **Project Location**

The project will involve the piloting of a passenger service along the Scioto Mile in Downtown Columbus. This area includes educational institutions, COSI and National Veterans Memorial and Museum; recreational spaces, Bicentennial Park and Scioto Greenways; key destinations, the Smart Columbus Experience Center and Columbus City Hall; as well as parking garages and facilities.

Smart Columbus aims to support the following user needs:

- An educational rider experience for students, residents, and visitors who want to experience the technology as an extension of their visit at COSI or the Smart Columbus Experience Center
- A link for residents and visitors to travel between COSI, Veterans Memorial, Smart Columbus Experience Center, Bicentennial Park, and other area attractions
- A shuttle for Smart Columbus Experience Center and Bicentennial Park visitors who park near COSI and Veterans Memorial
- Connections to nearby transit services offered by COTA

Due to Central Ohio's four-season climate, this location provides an opportunity to test and operate AV shuttles in cold, icy, rainy, and snowy winter weather conditions. With the two-month testing period expected to commence at the beginning of October 2018, the Selected Proposer may have the opportunity to test their technology in inclement weather before passenger service begins.

However, it should be noted that inclement weather for testing purposes cannot be guaranteed. Additionally, as will be outlined in the Operational Requirements section, the Proposer may define an inclement weather threshold at which they suspend or modify service in the interest of safety.

**Routes**

The vehicles will be operated on open, public roads on the primary route in Downtown Columbus shown in Exhibit 1.

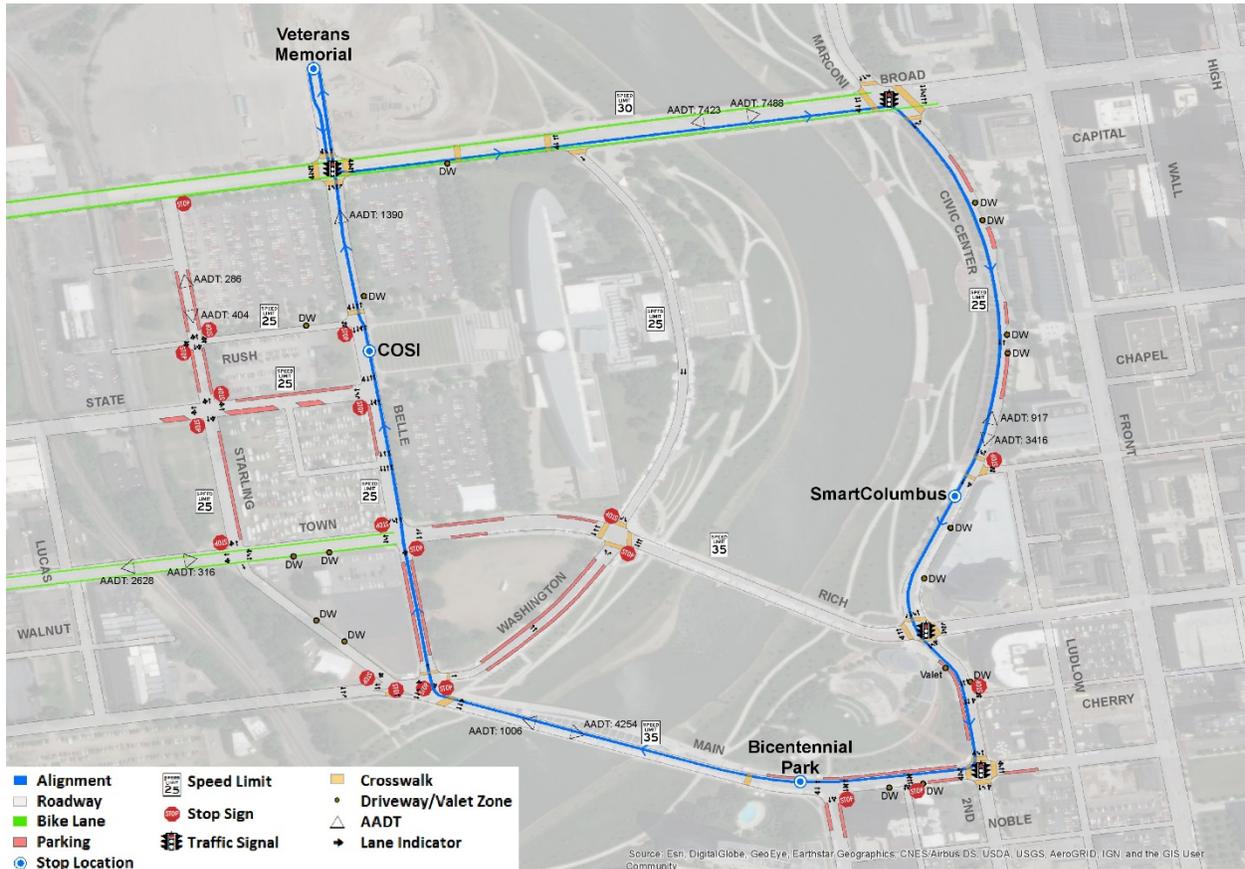


Exhibit 1: Primary Route

This primary route, in blue, travels clockwise, consists mostly of straight segments and right turns, and travels over two bridges that cross the Scioto River. The turnaround at Veterans Memorial includes a bus turnaround area and a bus drop-off location at the front entrance. The return to Broad Street is via a signalized intersection with a protected left turn.

This route will include four stops to provide access to:

- COSI
- Veterans Memorial
- Bicentennial Park
- Smart Columbus Experience Center

Suggested stop locations are provided in Exhibit 1 as indicated with blue dots and black labels. Precise stop locations shall be agreed upon based on ongoing conversations and a site visit by the Selected Proposer, in consideration of vehicle capabilities, existing bus stops, and infrastructure constraints.

Due to ongoing construction in the area, this primary route will need to be modified at times. The section of Belle Street from Rush Alley to Broad Street will likely be part-width construction that allows northbound traffic, providing a use case to see how automated shuttles operate in a construction environment with barrels, workers, and equipment. Operating in a construction environment will be part of the testing activities; operating procedures for this case should be included in the Test Plan. Alternatively, when Belle Street is completely closed due to construction, the route may deviate to the line on the following map, increasing the number of left turns (though these turns will not have opposing traffic due to the road closure). More detailed construction plans will be shared with the Selected Proposer when available. Belle Street reconstruction is planned to begin in the second quarter of 2019.

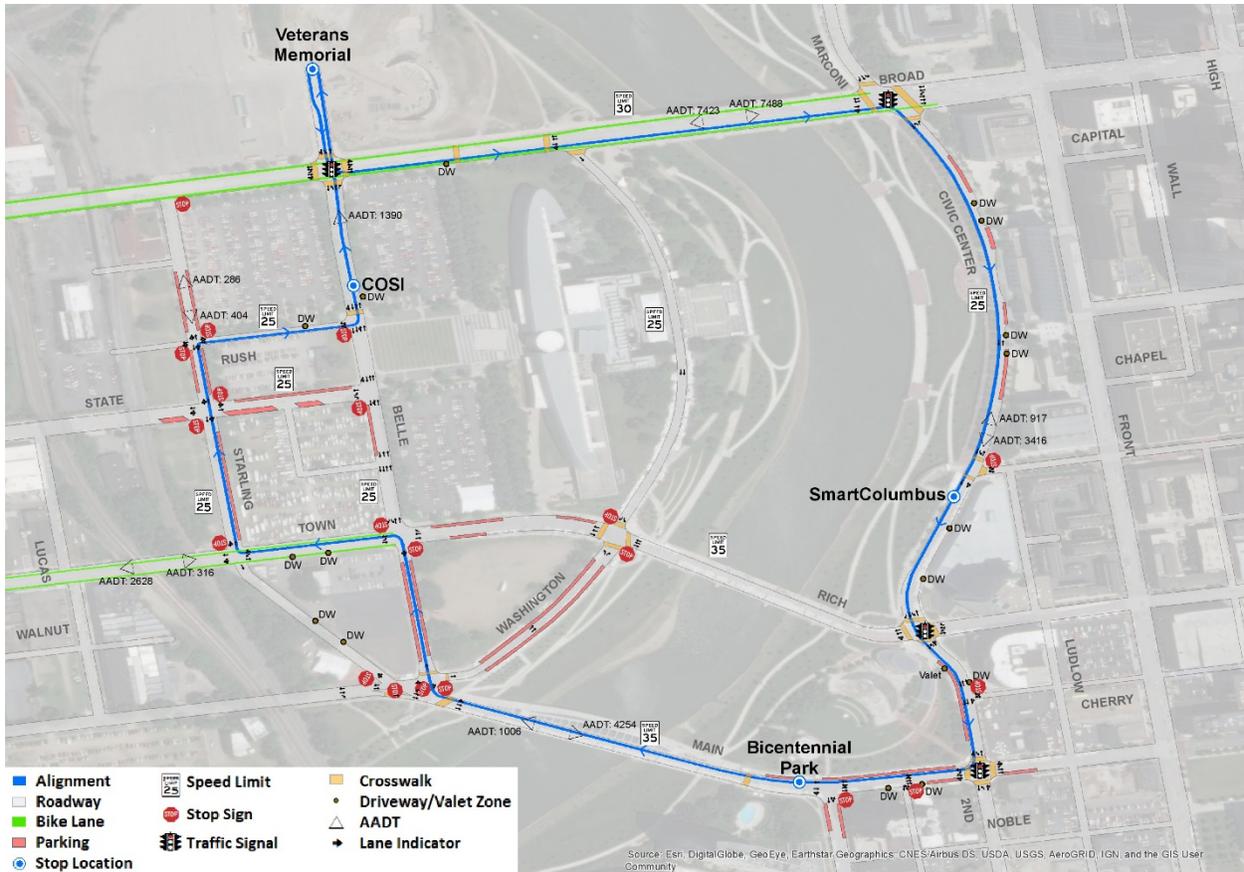


Exhibit 2: Construction Detour Route

Similarly, bridges and roadways along the route alignment are occasionally closed to vehicular traffic during special events. Depending on the exact event location, the detour will follow one of the routes on the maps in Exhibit 3, Exhibit 4, or Exhibit 5, if possible or service will be suspended. Permits are required for such events and are generally issued at least 30 days prior and published here: <https://www.columbus.gov/recreationandparks/events/Event-Permit-Calendar/>. This link is provided for reference only. The City will provide at least one week’s advance notice for when a detour route shall be used.

The first two routes, in Exhibit 3 and Exhibit 4, continue to provide service to some area attractions while avoiding those that are not accessible due to the road closures, particularly of the bridges. The third route, in Exhibit 5, also serves Franklinton, an area with new development, and there are additional potentials use cases for travel along this route. If popular, it may be served during other time periods in addition to its role as a special event/road closure detour route.

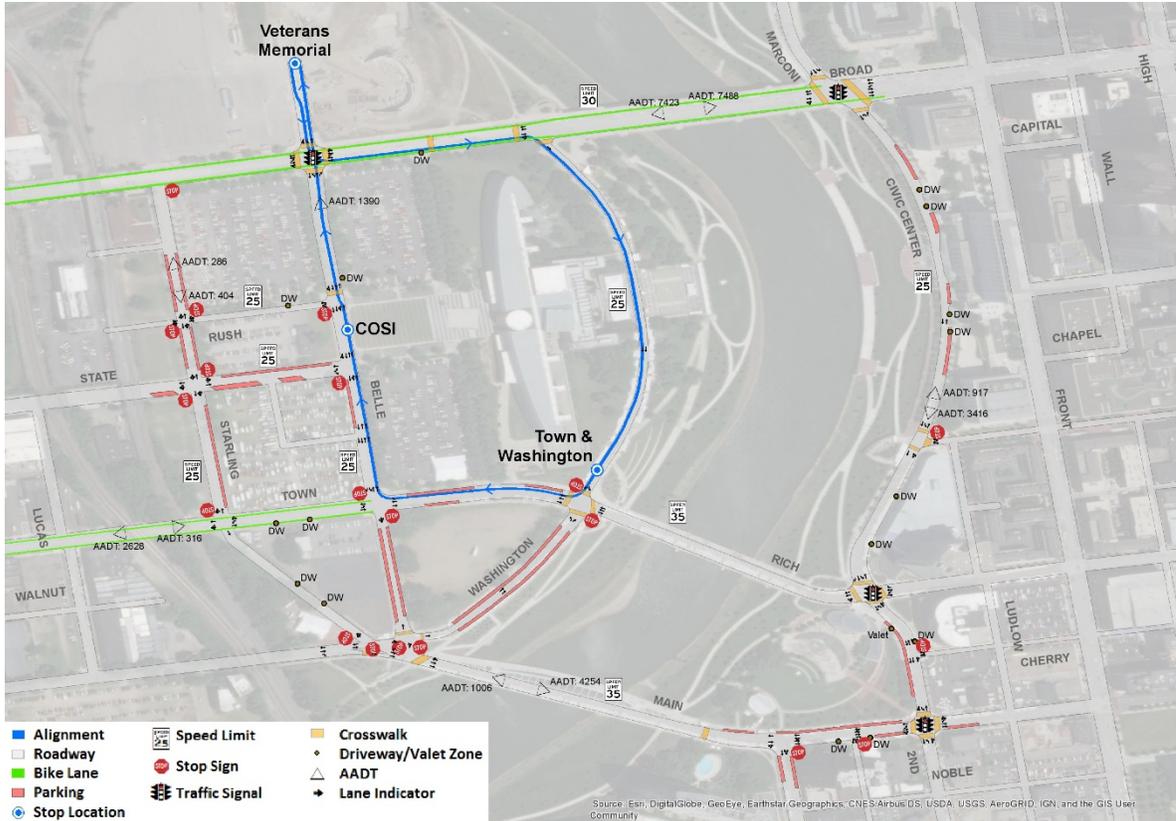


Exhibit 3: Special Event/Road Closure Route Alternative 1

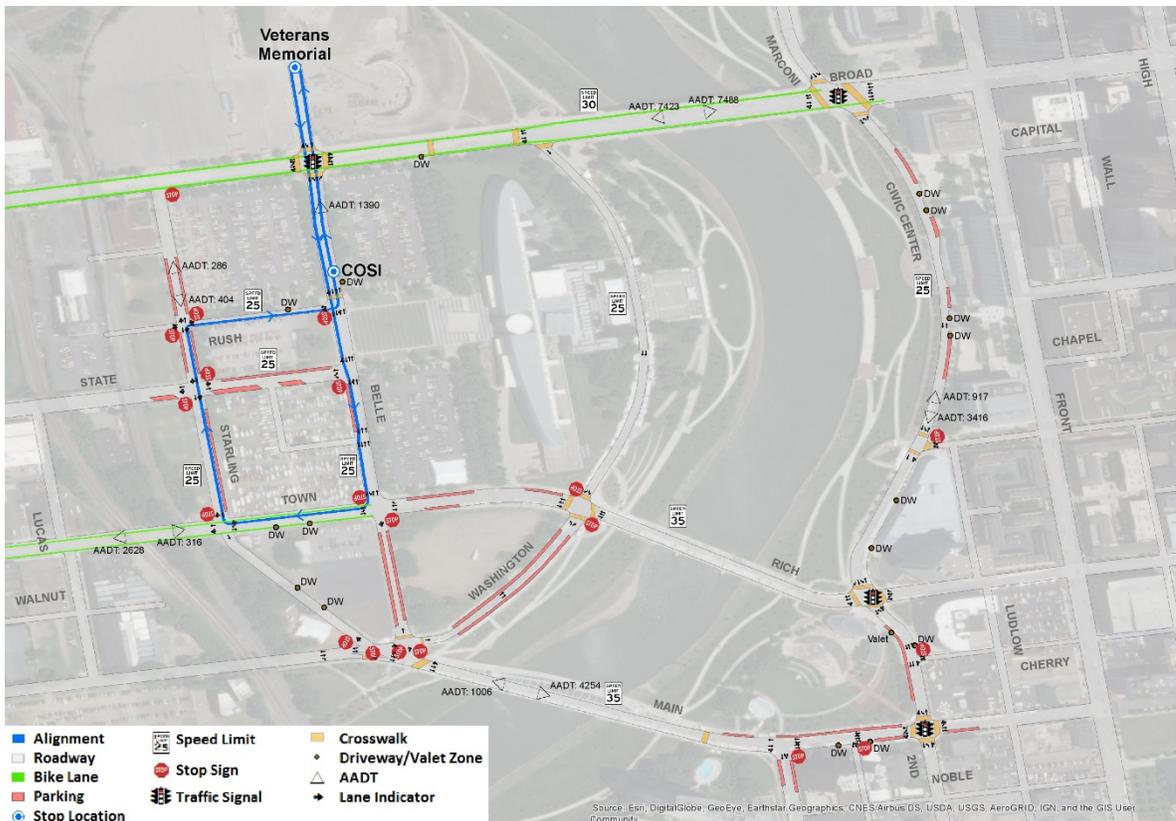


Exhibit 4: Special Event/Road Closure Route Alternative 2

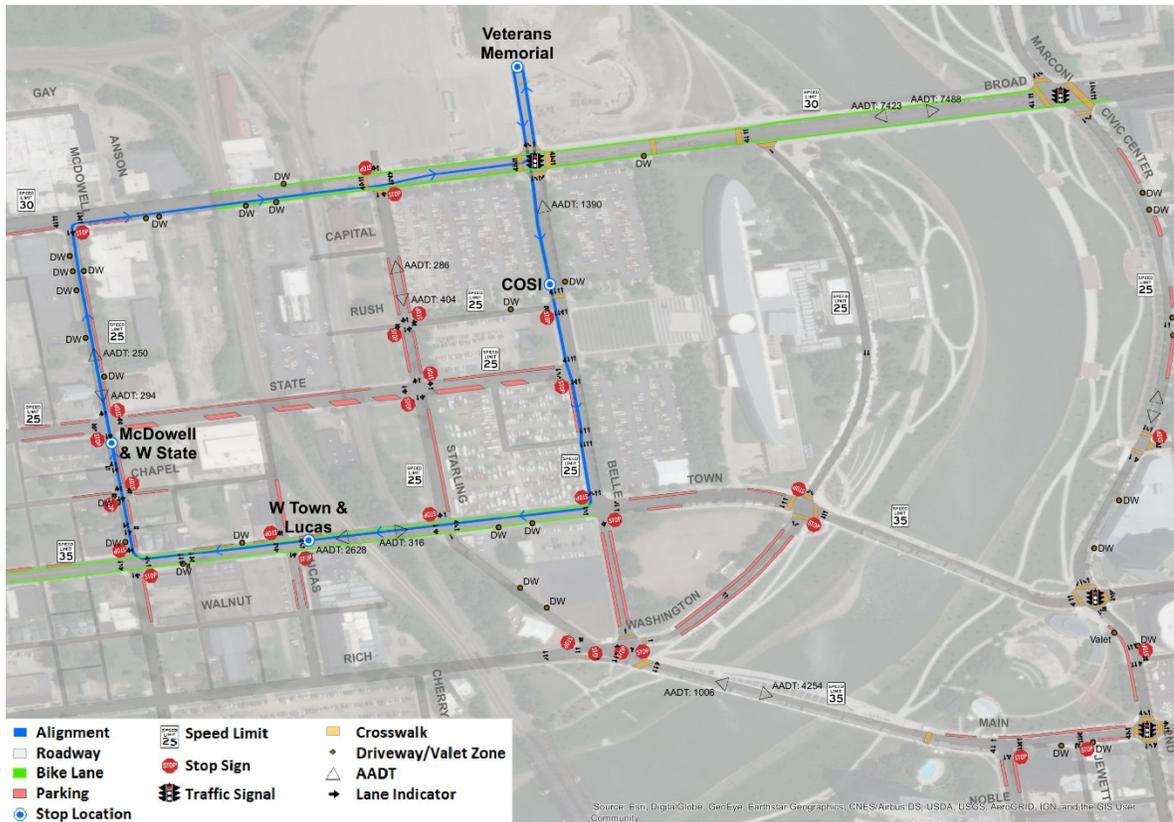


Exhibit 5: Special Event/Road Closure Route Alternative 3

The number of stops served, precise stop locations, and stop characteristics (main road vs. pull-in, ADA compliance, etc.) for these alternate routes will also be determined by conversations with the Selected Proposer. Proposers must be capable of operating the vehicles on all five fixed routes in the area, when given advance notice of at least one week for any scheduled changes between routes, and will not be required to dynamically switch between the five. It is possible that this set of routes will be altered if there are unexpected changes to construction plans in the area, and any new routes will have similar characteristics and will be developed through discussions with the Selected Proposer and with at least two weeks advance notice before deployment. Proposers are asked to include in their Project Plan their procedure for adjusting to and programming new routes in the event this is pursued further, including potentially to other locations in Columbus after initial operations.

Additional images and video of these routes and the operating environment have been provided on the following FTP site: <ftp://ftp.dot.state.oh.us/pub/contracts/DriveOhio/>

## Project Deliverables

The Selected Proposer shall provide the following project deliverables for review and approval by ODOT and its partners prior to the commencement of each project stage as specified.

### Prior to vehicle delivery:

- Project Plan (including a schedule that outlines the timeline for all future deliverables)
- Site Assessment (including an Infrastructure Improvement Plan that reflects the description of modifications included in the proposal)
- Safety Management Plan (including risks and mitigation strategies)
- Data Interface Plan

**Prior to start of operational testing period:**

- Test Plan
- Service Plan (including Standard Operating Procedures)
- Operator Training Plan

**Prior to start of passenger service period:**

- Test Report
- Marketing and Education Plan
- Communications and Engagement Plan (including ensuring coordination with larger Smart Columbus Program Communications)

**Throughout project:**

- Data to support transit information provision and vehicle performance reporting
- Passenger survey responses (survey will be provided by OSU)

**Operational Requirements**

- Vehicles shall be delivered by September 30, 2018, to allow testing to commence on October 1, 2018 and passenger service to commence on December 1, 2018.
- The Proposer shall provide service between the hours of 8 AM and 8 PM, seven days a week. Extending service earlier in the morning, starting as early as 6 AM, as well as later in the evening, until as late as 10 PM, is desirable. Ridership shall be monitored by time-of-day and day-of-week, and it is expected that operating hours will be shifted and/or shortened in order to better accommodate demand, considering vehicle capabilities.
  - Service may be suspended on major holidays such as Christmas Day, as specified by the Proposer, though it is desired that service be continued on some holidays that may see increased demand to nearby activities, such as Memorial Day and Independence Day. Service shall be suspended on July 3 for Downtown Columbus's Independence Day firework celebration, Red, White & Boom.
  - Daily hours of operation shall be communicated to passengers in line with the approved Marketing and Education Plan and Communications and Engagement Plan deliverables. Any changes to hours of operation shall be communicated at least two weeks in advance.
- The Proposer shall meet a minimum headway of under ten (10) minutes during hours in which service is provided. This is anticipated to be achievable on the proposed route with two or three vehicles in service. As with operating hours, desired minimum headway may be modified during certain time periods depending on ridership, but shall remain within the capabilities of the Proposer's originally proposed vehicle fleet size.
- A secure, indoor location shall be provided for the Proposer for overnight storage within ¼ mile of the proposed routes – in an underground garage at COSI. This facility shall include access to electric vehicle charging portals, if required. The vehicles must be capable of being stored (and if applicable, charged) in this facility. The Proposer is responsible for transporting or otherwise moving the vehicles to/from the route and this storage facility, as well as to a nearby gas station, if applicable.
- The Proposer shall be responsible for keeping the vehicles charged or fueled.
- The Proposer shall supply and train onboard operators who will always be onboard a vehicle and have received training to:
  - Assist and interact with passengers, including providing mobility assistance during passenger boarding and alighting, as necessary
  - Receive and record passenger feedback
  - Operate a ramp, door, and/or charging/fueling station, if not automated
  - Perform road testing of a vehicle

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- Have a working knowledge of vehicle equipment
  - Perform clean-up, including bodily fluid
  - Intervene in vehicle operations, if necessary
- Operators shall be employees, contractors, or agents of the company and also maintain:
  - Defensive driving certification
  - First Aid training
  - A valid driver's license that is recognized by the State of Ohio
  - No more than two traffic violations or preventable accidents in the last three years
- Any fleet management system(s) shall be open architecture to allow for potential future integration with the Smart Columbus Operating System.
- The Proposer shall be responsible for developing Standard Operating Procedures for the vehicles and operations staff.
- The Proposer shall maintain the latest vehicle software update at all times at no additional cost to ODOT.
- The Proposer shall monitor information on the vehicle's battery or fuel level, ensuring the vehicles are sufficiently charged/fueled or taken out of service early under abnormal conditions after servicing all passengers who are already onboard.
- The Proposer shall monitor local weather patterns and be aware of any approaching severe weather event or other conditions that may impact vehicle operations. When a Level 1 Emergency or above (as defined by the State of Ohio) is announced, operations will be suspended. The Proposer may also define an inclement weather threshold (such as snow depth on the roadway, visibility, or other physical limitations) at which they would suspend or limit operations or shift to manual mode, and define their response procedure in their Project Plan. The Proposer shall agree to notify the City of Columbus and ODOT in the event this inclement weather threshold is met. The City of Columbus shall update their snow removal policy to prioritize any roads along the route in order to maintain conditions at a level below this threshold whenever possible.
- The Proposer shall engage in training of local operators to inform future AV pilots in Columbus.
- The Proposer shall work in earnest with OSU to identify and/or support research opportunities.
- The Proposer shall coordinate with COSI to provide educational experiences for riders.
- The Proposer shall commit the capacity and resources necessary to co-promote the pilot and build local stakeholder relationships along the route to increase user adoption.
- The Proposer shall actively engage the community in the operation of the vehicle and monitor their feedback. This can be accomplished through surveys of both riders and non-riders. Surveys may be distributed onboard the vehicle, via either an onboard tablet or information that may allow passengers to complete a survey through their personal device. Survey questions will be provided by OSU.
- The Proposer shall immediately notify ODOT and the City of Columbus of any crashes or incidents related to transporting customers.
- The Proposer shall provide a call-in number for the City of Columbus, ODOT, and other partners to contact in case of emergency.
- During the performance of any contact resulting from this RFP, the Selected Proposer, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
  - 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

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- 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)
  - 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 contractors, 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, Proposers must take reasonable steps to ensure that LEP persons have meaningful access to their 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)
  - Uniformed Services Employment and Reemployment Rights Act (USERRA) (38 U.S.C. 4301-4333) (prohibits discrimination on the basis of present, past or future military service)
  - Genetic Information Nondiscrimination Act (GINA) (29 CFR Part 1635, 42 U.S.C. 2000ff)

### Vehicle Requirements

- The Proposer shall include the vehicle’s status with the USDOT National Highway Traffic Safety Administration (NHTSA) 15-point safety assessment, including whether the vehicle

has completed the assessment, whether the assessment has been submitted to NHTSA, and if not, whether there are any plans to do so.

- The vehicles shall comply with all applicable FMVSS or have approval to operate under an exemption to the FMVSS. If not compliant, describe how the items not in compliance are directly related to the full automation capability with no driver.
- Each vehicle shall have a capacity of at least 4 passengers excluding the operator.
- The vehicles shall be equipped with cameras capable of viewing and recording the entirety of the passenger compartment. Further, the vehicles shall be equipped with cameras capable of capturing a 360 degree view external to the vehicle. A moving window, capturing 30 seconds prior to an incident, and the duration of the incident (up to 2 minutes) shall be accessible in the event that an incident occurs. Incidents range from minor disengagements or interventions by the operator to collisions, and include any time an external entity is called upon for assistance.
- The Proposer shall agree to allow the vehicles to be wrapped or otherwise branded consistent with the intent of the deployment. Branding may include the Selected Proposer's logo if desired alongside other graphics and sponsor brands. Proposer shall provide limitations on placement of branding, so as to not occlude vital system functions, as part of their proposal.
- Vehicles shall be equipped with technology to count passenger boarding and alightings, with both location and time attributes, and this data shall be reported to the highest level of detail collected.
- The vehicles shall stop and open doors at designated locations to allow passengers to board and alight. The vehicles shall not park in a spot blocking access to a fire hydrant. The vehicles shall also stop and open doors if they have detected that there is an issue onboard, through sensors, passenger input, and/or secure override. The vehicles shall also have multiple secure means of egress, in the event the primary exit is blocked and/or power failure occurs.
- The vehicles shall be capable of:
  - Performing a low-speed merge, pulling over to the side of the road, and moving out of the travel lane and stopping in order to service stop locations
  - Performing car following when approaching intersections and in stop and go traffic conditions by maintaining a safe distance behind the vehicle in front of them and knowing when to proceed based on that vehicle's behavior
  - Navigating signalized and unsignalized intersections and performing turns
  - Making appropriate right-of-way decisions when merging from a transit stop, at intersections, and when interacting with vulnerable road users
  - Detecting and responding to encroaching oncoming vehicles
  - Detecting stopped vehicles in their path and passing if necessary and safe
  - Detecting and responding to static and moving obstacles in their path, including construction equipment
  - Detecting emergency vehicles, and when their sirens are on, and yielding appropriately
  - Detecting and responding to vulnerable road users, such as pedestrians and cyclists, in or approaching their projected travel path, including at intersections and crosswalks
  - Providing a safe distance from vehicles, pedestrians, and bicyclists on the side of the road or sharing the lane
  - Detecting that it is being asked by law enforcement to move to the side of the road, and responding accordingly
  - Decreasing speed when there is uncertainty regarding which action to take
  - Detecting and responding to detours and other temporary changes in traffic patterns, such as people (including construction workers and police officers)

directing traffic in unplanned or planned events. An acceptable response includes informing the human operator of the need to take manual control.

- The vehicles shall have knowledge of and the ability to reasonably comply with local, state, and federal driving laws, regulations, ordinances, licenses, and certifications.
- The human operator shall have the ability to take manual control of the vehicle if deemed necessary.
- The vehicles shall be able to operate on the public roads as defined above in mixed traffic (integrated with other vehicles, trucks, bicyclists, pedestrians, etc.) without operator intervention, except in cases of extreme, abnormal conditions. Abnormal may include complete road closure due to a collision, unsafe road conditions (such as ice), or human-directed detours.
- The Proposer shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101 et seq. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. app. 1612; and the following regulations and any amendments thereto:
  - USDOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR. Part 37;
  - USDOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR. Part 27;
  - US. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 CFR. Part 38;
  - Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR. Part 35;
  - DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR. Part 36;
  - General Services Administration regulations, "Construction and Alteration of Public Buildings," "Accommodations for the Physically Handicapped," 41 CFR. Part 101-19;
  - Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR. Part 1630;
  - Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR. Part 64, Subpart F; and
  - FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609.

## **Testing Requirements**

The Selected Proposer will be responsible for conducting their normal factory testing prior to delivery of the vehicles to ODOT. Representatives of the purchasing team will have the option to witness these tests, presumably at the manufacturer's facility, or at another location as specified by the Selected Proposer. This testing should be performed for the actual vehicles that will be delivered. Documentation of the test results and any corrective actions should also be provided with each vehicle.

Prior to the vehicle delivery, the Selected Proposer shall meet with City of Columbus emergency services to provide background and operating information on the vehicles. These meetings shall occur over the course of three consecutive days in order to accommodate all squads.

Upon delivery of the vehicles and completion of initial site and vehicle setup, the Selected Proposer will conduct preliminary acceptance tests, with the purchasing team as witnesses, using the planned routes, but in a controlled manner (i.e., necessary road closures, off-peak hours) to ensure component and system verification. The Selected Proposer will be responsible for preparation of a Test Plan and corresponding test procedures, with review and approval by the purchasing team prior to the conduct of the testing. At a minimum, the Test Plan and testing activities shall include:

- Lane adherence
- Turning scenarios (with other vehicles and road users before/after)
- Scenarios that include leading and following vehicles, passenger drop-offs/pick-ups, etc.
- Interaction with vulnerable road users (cyclists and pedestrians)
- Changing roadway / weather conditions (if available)
- Various failure scenarios associated with vehicle systems or communications
- Safety override procedure

Upon successful testing and demonstration of the vehicles in this manner, the Selected Proposer will be permitted to proceed to full operational testing, otherwise known as shakedown, for purposes of data collections and demonstrated ability to operate as desired. During this phase, the operator will be required to operate the vehicle per the planned routes and schedule but without taking on passengers. Staff from ODOT, the City, OSU or as designated by ODOT or the Selected Proposer will be permitted to ride the vehicle during this period.

Upon completion of the two month (or less) operational testing period, the Selected Proposer will again prepare and conduct a final acceptance test. The Selected Proposer will then produce a Test Report suitable for delivery to the City's USDOT client. The Test Report will include any corrective actions necessary. Upon meeting the criteria agreed to for this stage of testing, the operator shall proceed to normal operations, complete with passenger service.

## **Reporting Requirements**

The Proposer shall report on the vehicle's operation on a regular basis to be determined at award. This report shall include at a minimum:

- The number of riders, broken down by time-of-day and day-of-week, using door Automated Passenger Counter (APC) devices, video for automated passenger counting, or another solution as specified in the proposal
- On-time performance, with actual departure times from the stops and the causes for any deviations
- Number of vehicle trips and vehicle miles and hours traveled – including how many miles were driven in autonomous mode
- Battery performance
- Rider satisfaction (using a survey that will be provided by OSU)
- Any disengagements or interventions by an operator

More detailed reports will be required if any incidents occur, that must be submitted within two weeks of the incident. This report shall include:

- An identification of the vehicle involved
- Whether any people were involved, and how
- The extent of property damage, if any
- A description of the incident that includes whether the vehicle was in autonomous or manual mode at the time and any contributing factors
- Additional information as requested by ODOT

## **Data Sharing/Interoperability Requirements**

The Proposer shall agree to collect data on ridership, stop departure times, vehicle miles/hours traveled and route-trips served, battery performance, rider satisfaction, and any disengagements or interventions by an operator to inform the Reporting Requirements. Any and all data collected by the Selected Proposer must be shared with Smart Columbus unless a written request to withhold proprietary information is included in the proposal and approved by ODOT.

Smart Columbus will also define a set of interoperability guidelines for vendor AVs to communicate with infrastructure and a central fleet management system to ensure that various systems deployed throughout the city, state, and nation can be deployed interchangeably. To support this need, data which allow for traditional transit services, such as GTFS and AVL, will be required. Data related to the automated driving activities, including event logs, sensor data, and other telemetry data will also be required.

The Proposer must exhibit a willingness and ability to partner with the Smart Columbus partners to achieve the outcomes of the pilot. This includes providing a platform for research collaboration with OSU, commitment to marketing and co-promotion with Smart Columbus and the area institutions on the pilot route, a commitment to documenting learnings to inform best practice guidelines to be published by the City of Columbus as part of the U.S. Department of Transportation's Smart City Challenge grant, and an overall demonstration of ability to collaborate to continuously improve pilot outcomes throughout the 12-month operating period, and any additional terms as applicable.

## **Insurance Requirements**

Before commencing any contract work, the Selected Proposer shall procure insurance to operate a motor vehicle in the State of Ohio under Ohio law covering each vehicle and its operator. This insurance shall be maintained during the life of the contract, unless otherwise specified. It is the responsibility of the Selected Proposer to provide evidence of their insurance policies and defined limits prior to contract award. Due to the uncertainties regarding AV insurance, at a minimum, Commercial General Liability, Business Automobile Liability, and Workers' Compensation and Employers' Liability insurance certificates are to be provided and must be available for confirmation before the contract can be awarded. The insurance shall comply with the following requirements:

**A. Workers' Compensation and Employer's Liability**

The Selected Proposer shall provide and maintain workers' compensation insurance in compliance with Ohio's Workers' Compensation laws, and any other applicable workers' compensation or disability laws.

**B. Commercial General Liability Insurance**

The Selected Proposer shall provide and maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate. Coverage shall be on an occurrence form, and include contractual liability.

The Selected Proposer shall provide ODOT advance notice of a policy cancellation on the project. The policy shall require that the insurer endeavor to notify ODOT of the policy cancellation. The Department, all approving parties, and all of their officers, agents, and employees shall be additional insured parties.

**C. Proposed or Furnished Vehicle Liability and Automobile Liability**

The Selected Proposer shall provide and maintain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned vehicles used by employees or others on behalf of the Selected Proposer for the conduct of the Selected Proposer's business,

for an amount not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage. The term “automobile” shall include private passenger autos, trucks, and similar type vehicles. The policy shall be amended to include the following extensions of coverage:

1. Contractual Liability coverage shall be included to cover the assumed liability of the indemnity recited in this paragraph;
2. The Selected Proposer shall provide ODOT advance notice of a policy cancellation on the project. The policy shall require that the insurer endeavor to notify ODOT of the policy cancellation; and
3. The Department, all approving parties, and all of their officers, agents, and employees shall be additional insured parties.

**D. Business Automobile Liability**

Insurance with Occurrence Form shall be maintained by the Selected Proposer for the ownership, maintenance and use of all its owned, non-owned, leased or hired vehicles with limits of not less than \$5,000,000 Combined Single Limit Each Accident Bodily Injury and Property Damage.

The Selected Proposer shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Business Auto Policies of the Insurance Services Office. Excess or Umbrella Insurance Coverage may be used to make up the difference between the policy limit of the underlying policy and the total amount of coverage required.

**E. Valuable Papers and Records Insurance**

Insurance covering valuable papers and records shall be included only if specifically required in the Agreement.

**F. Umbrella Liability**

Umbrella coverage in excess of the underlying liability policies in an amount not less than \$1,000,000 per occurrence / \$1,000,000 aggregate. The policy shall include the following extensions of coverage:

1. A thirty (30) day notice of cancellation to ODOT; and
2. The following form of primary general and automobile liability coverage:
  - a. The Department, all approving parties, and all of their officers, agents, and employees shall be additional insured parties;
  - b. Products and completed Operations; and
  - d. Contractual Liability.

**G. Notice of Cancellation**

Should any of the above-described insurance policies be cancelled, non-renewed, or be reduced in coverage or limits before the expiration date, the Selected Proposer shall provide ODOT advance notice of a policy cancellation on the project as soon as practicable. The issuing company shall endeavor to notify ODOT of the policy cancellation.

## **Other Desired Capabilities**

The following attributes, while not essential, are desired to enhance service efficiency, and will be awarded additional points.

- The vehicles should implement Dedicated Short-Range Communications (DSRC) to communicate with roadside equipment to receive signal phase and timing (SPaT) and MAP data. A commercial Security Credential Management System (SCMS) will be provided by the City of Columbus for the vehicles to enroll in.
- While the vehicles shall have a minimum capacity of 4 passengers (excluding the operator), higher (10+ person) capacity vehicles are preferred.
- The vehicles may be capable of operating equally well in both directions (forward and reverse), in order to change directions without needing to make a U-turn.
- The vehicles may be electric.
  - If the vehicles are electric, EV charging station(s) (likely plug-in) will be provided at the overnight storage and maintenance facility based on the specifications of the Selected Proposer. Wireless charging ability is a desirable but not essential vehicle capability. If the vehicles are capable of receiving mid-day recharging boosts via embedded wireless charging locations along the route, these shall be provided by the Proposer and installation will depend on vehicle capability as well as infrastructure, funding, and timing constraints.
- The service may provide Wi-Fi to onboard passengers.
- The vehicles may have a screen onboard, or a similar method of communicating information to passengers. This may include information on their route and current location, as well as visuals on the data and images the sensors are receiving and making decisions based on. It may also provide real-time, relevant COTA vehicle information for passengers making transit connections.
- While the service will be free to passengers, the vehicles may have the ability to collect fares onboard and/or via a mobile app, to test this capability for potential future uses.
- DriveOhio will work with the vendor to set the parameters of operation including, but not limited to:
  - Hours of operation
  - Restrictions on unaccompanied minors
  - Restrictions on pets
  - Any other reasonable limitations constant with the safe operations of vehicles for hire.

Proposers should anticipate working cooperatively with local transit agencies in scheduling and other matters.

## **Pricing Requirements**

### **Departments Pricing Requirements**

The Price Proposal must include the cost (in \$US) to ODOT for the proposed system. Payments will be provided monthly for a total of twelve months. At a minimum, the pricing section must account for the following:

- Costs of operations during both the two-month testing phase and ten-month passenger service phase, including, insurance/liability, and security.
- Costs for maintaining, servicing, and charging/fueling the vehicles.
- Costs for hiring, training, and managing onboard operators to monitor the vehicle, intervene when necessary, and interact with passengers, including all training materials. Also include

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the costs of any miscellaneous staffing needs, such as stationing staff at stop locations during initial operations to welcome and guide passengers.

- Submit one **Proposer Not-To-Exceed Fixed Price Sheet** for the total costs detailed in the proposal. Total costs are for year 1 operation only. The proposer should include recommendations for acquiring year 2 costs in their proposal via ticketing, etc.
- Please submit pricing in a **separate and clearly** marked file labeled "Price Proposal for *<Insert Proposer Name>*".
- Please submit the proposal in its entirety to [Contracts.Purchasing@dot.state.oh.us](mailto:Contracts.Purchasing@dot.state.oh.us) including pricing and the completed **Signature Page**.
- For further information on submitting please see Section IV. Instructions for Submitting Proposals.

### **Proposer Not-to-Exceed Fixed Price Sheet Requirements**

The Department shall not accept any proposal that fails to include one completed Proposer Not-To-Exceed Fixed Price Sheet in the Proposer's Price Proposal for year 1.

The Proposers shall suggest a "not to exceed" payment amount for the first year only. Subsequent years of operation will either need to be funded by the Proposers, or will be funded through end-user ticket revenue.

#### IV. INSTRUCTIONS FOR SUBMITTING PROPOSALS

1. The original bid response must be submitted in .pdf form via email to [Contracts.Purchasing@dot.state.oh.us](mailto:Contracts.Purchasing@dot.state.oh.us).
2. The original proposal response (unless otherwise stated, hereinafter referred to as "bid") must be submitted to ODOT Purchasing prior to 2:00 PM, on the scheduled day of opening as listed on the Request for Proposal (RFP).
3. The original bid response **with all pages, including a copy of all issued addenda**, must be properly completed, signed by the bidder, accompanied by copies of all necessary supportive documentation and returned in its entirety in .pdf format. The original bid response must contain an authorized original signature of the bidder on the signature page. **If the entire RFP is not submitted with all pages, the bid will be deemed non-responsive and ineligible for award.**
4. Proposals, unless otherwise provided herein, are subject to the Public Records Law, Section 149.43 of the Ohio Revised Code. Copies of proposal 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 prevent delays in evaluating proposals and awarding contracts, such requests for recently opened proposals, will be honored upon completion of the contract award by the Director of ODOT.
5. **PROPOSERS MAY REQUEST CLARIFICATION:** If any Proposer discovers an inconsistency, error, or omission in this RFP, the Proposer should request clarification. Any pre-proposal questions or inquiries must be submitted in writing and received no later than August 1, 2018 at 2:00 PM Eastern Time. The issuance of an addendum is dependent upon the information received and the impact on the competitive proposal process.

**Proposers are not to contact any other office, including District offices, for responses to pre-proposal questions.**

## V. GENERAL DEFINITIONS

When used in this Request for Proposal or any ensuing contract, the following definitions shall apply. If a conflict exists between these definitions and any definition listed in the proposal specifications, the proposal specifications shall prevail.

1. AGENCY: Ohio Department of Transportation.
2. EQUIPMENT: Items, implements and machinery with a predetermined and considerable usage life.
3. 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.
4. BEST VALUE RESPONSIVE\RESPONSIBLE PROPOSER: A Proposer who offers the best value cost for the goods or services listed in the proposal; and whose proposal responds to Request for Proposal specifications in all material respects and contains no irregularities or deviations from the specifications which would affect the amount of the Price Proposal or otherwise give the Proposer a competitive advantage; and whose experience, financial condition, conduct and performance on previous contracts, facilities, management skills evidences the Proposer's ability to execute the contract properly.
5. MATERIALS: Items or substance of an expendable or non-expendable nature from which something can be made, improved or repaired.
6. PROPOSER: The company and/or authorized representative of the company who has signed and is submitting the signed proposal response and who will be responsible to ensure proper performance of the contract awarded pursuant to the proposal.
7. 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.
8. REQUEST FOR PROPOSAL: All documents, whether attached or incorporated by reference, utilized for soliciting proposals. Upon completion of the evaluation of the Proposer's response, the Request for Proposal then becomes a contract between ODOT and the successful Proposer, both governed by the laws of the State of Ohio.
9. 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.
10. SUBPROPOSER/SUBCONTRACTOR: An individual, firm or corporation to whom the Proposer sublets part of the contract to be performed.
11. VENDOR: The Proposer who, upon awarding of a contract, becomes the prime Vendor who is considered to be the primary source for providing the goods or services listed in the awarded contract and the party to whom payment will be made upon delivery of the goods and/or completion of the contract.

## VI. STANDARD TERMS AND CONDITIONS

- A. All expenses incurred by Proposer in responding to this RFP shall be borne by Proposer. In no event shall ODOT be responsible for any such expenses.
- B. Addenda shall be issued in response to any significant changes in the RFP. It is the responsibility of the Proposer to include in its proposal a copy of all issued addenda as an acknowledgement of any changes made. Failure to include a copy of all issued addenda in an original proposal response shall result in the proposal being deemed non-responsive and ineligible for award.
- C. Responses to this RFP will not be opened publicly.
- D. Responses may not be amended after they are received by ODOT.
- E. ODOT is exempt from federal excise taxes and all state and local taxes. Proposer shall not charge or withhold any taxes on commodities, goods, or services provided to ODOT.
- F. The Director of ODOT reserves the right to reject any and all proposals and cancel this RFP at any time.
- G. ODOT will not award a contract for goods or services to a Proposer who has been suspended or debarred from doing business with the State of Ohio or who appears on the Federal List of Excluded Parties Listing System. The Proposer represents and warrants that it is not debarred from consideration for contract awards by any governmental agency. If this representation and warranty is found to be false, any agreement is void ab initio and the Proposer shall immediately repay any funds paid under this agreement.
- H. ODOT will not enter a contract with any Proposer who has provided material assistance to any organization on the United States, Department of State's terrorist exclusion list. The Successful Proposer will be required to complete a Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form prior to executing a contract pursuant to this RFP.
- I. ODOT will not enter a contract with any Proposer who is subject to a finding for recovery under Ohio Revised Code Section 9.24. The successful Proposer will be required to affirm that it is not subject to a finding for recovery prior to executing a contract pursuant to this RFP.
- J. Proposer shall comply with all applicable state and federal laws regarding drug-free workplace. The Proposer shall make a good faith effort to ensure that its employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- K. Proposer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, sexual orientation, gender identity, genetic information or age. Proposer will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, disability, sexual orientation, gender identity, genetic information or age. Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.
- L. Proposer shall comply with Civil Rights Act of 1964, the Federal Rehabilitation Act of 1973, any and all applicable Federal Executive Orders, any and all applicable Ohio Governor Executive Orders, and any and all other statutes, rules and regulations pertaining to non-

## RFP No. 505-19

discrimination. Proposer further agrees that it is in compliance with the requirements of Ohio Revised Code Section 125.111.

- M. Equal Employment Opportunity: Contractor will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Section 125.111 of Ohio Revised Code and all related Executive Orders.
- N. Proposer shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Proposer will, in all solicitations or advertisements for employees placed by or on behalf of Proposer; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, sexual orientation, gender identity, genetic information or age. Proposer shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
- O. Proposer agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. Proposer shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the Proposer's compliance with Title VI.
- P. Proposer shall comply with the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.
- Q. Proposer shall comply with Executive Order 2011-12K issued by Ohio Governor John R. Kasich and shall abide by those requirements. Necessary forms shall be completed at the time of contracting.
- R. Proposer shall maintain all records and files generated as a result of this RFP. All records are to be considered the property of ODOT and shall be made available to ODOT staff on or off of Proposer's premises for review and audit. Upon completion of the contract, the Proposer shall deliver all records and files to ODOT in a format to be determined by ODOT (allowing for electronic vs. paper) or otherwise shall dispose of them as directed by ODOT.
- S. Proposer shall permit ODOT or its designee access to all original books, records, invoices, and accounting procedures and practices of the Proposer relevant to this RFP. The Proposer's financial records shall be kept in accordance with Generally Accepted Accounting Principles (GAAP). The Proposer shall retain all records for three years after the termination of a contract with ODOT.
- T. Proposer shall provide the name and version of all financial software, program software, and inventory software to be used by the Proposer for this RFP. The Proposer must also demonstrate sound IT security and data retention policies, and comprehensive data recovery and back up plans to prevent unauthorized access or destruction of data.
- U. ODOT reserves the right to request an on-site inspection of the Proposer's facilities. This on-site inspection may occur at any point of the RFP process and may be considered as a factor in Proposer selection.
- V. No person, broker or selling agency shall be employed, retained or given anything of monetary value to solicit or secure this contract, except bona fide employees of the ODOT. For breach or violation of this provision, ODOT shall have the right to reject the proposal or annul any agreement.
- W. **Governing Law:** Any agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. To the extent that ODOT is a party to any litigation arising out of, or relating in any way to, an agreement or the performance

thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

- X. **Independent Contractor Acknowledgement:** It is fully understood and agreed that the Selected Proposer is an independent contractor and is not an agent, servant, or employee of the State. Proposer 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, Proposer 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.
- Y. **Severability:** If any provision of an agreement or application of any such provision shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions shall remain in full force and effect.
- Z. **Ohio Election Law:** Proposer affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.
- AA. **Boycotting:** Pursuant to R.C. 9.76(B), Proposer warrants that Proposer is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of an agreement.
- BB. **Workers' Compensation:** Proposer shall provide its own workers compensation coverage throughout the duration of an agreement and any extensions thereof. ODOT is hereby released from any and all liability for injury received by the Proposer, its employees, agents, or Sub-Proposers, while performing tasks, duties, work, or responsibilities as set forth in an agreement.
- CC. **Indemnification and Hold Harmless:** Proposer shall indemnify and hold harmless ODOT for any and all claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which arise as a result of the services performed by the Proposer or its employees or agents which is in any way connected with, or based upon services rendered in performance of an agreement.
- DD. Any of the following reasons may be considered sufficient for rejection of a proposal:
  - 1. Proposer or any subsidiary or related company submits more than one proposal for the same RFP under the same or different name.
  - 2. Proposer colludes in any manner in responding to this RFP.
- EE. It is the sole responsibility of the Proposer to clearly mark any information submitted through this RFP process in which the Proposer considers a trade secret. A trade secret is defined in Section 1333.61(D) of the Ohio Revised Code.
  - 3. FF. If a Proposer 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. Notices of contract termination shall be made in writing. The termination will be effective on the date delineated by the Department. If Proposer's breach is unable to be cured in a reasonable time, the Department may terminate the Contract by written notice to the Proposer. Reasons for termination may also include vendor bankruptcy, violations of state or federal laws, subcontractor material breach, failure to pay for materials or suppliers, failure to maintain licensures, use of unapproved products.

## VII. ATTACHMENTS

(Please email [Contracts.Purchasing@dot.state.oh.us](mailto:Contracts.Purchasing@dot.state.oh.us) to request a Word (.doc) version of any of these attachments, if needed.)

**SIGNATURE PAGE**

RFP No: 505-19

**Title: Automated Vehicle Shuttle Service**

Failure to **return all the pages, including copies of all issued addenda**, of this RFP and sign on this page as indicated shall render your proposal non-responsive and ineligible for award.

**Your signature indicates that you attest to all statements made in this Request for Proposal and that you have read, understand and hereby agree to be bound by all Department of Transportation terms, conditions, specifications, requirements and addenda relating to this Request for Proposal.**

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

**By:** \_\_\_\_\_  
**Authorized signature by Officer of the Company**

\_\_\_\_\_  
**Type or print name shown above**

\_\_\_\_\_  
**Title of Officer Signing**

\_\_\_\_\_  
**Name of Company**

**NOTICE:** The Department will not provide Proposers or other interested parties an opportunity to review proposals on the day of the opening. This prohibition is necessary in order to facilitate the opening and reading of the proposals in a timely and professional manner.

Pursuant to Section 149.43 of the Ohio Revised Code, interested parties may however; request to view previously submitted proposals by sending a Public Records Request to ODOT:

Attn: Brad Jones  
Deputy Director  
Construction Management  
1980 W. Broad Street, 1<sup>st</sup> floor  
Columbus, Ohio 43223

**SAMPLE DELIVERABLE/MILESTONE SUBMITTAL FORM**

<b>Client Name:</b>	[Insert Client Name]
<b>Project Name:</b>	[Insert Project Name]
<b>Contract Number:</b>	[Insert Contract Number]
<b>Deliverable To Be Reviewed or Milestone Attained:</b>	[Insert Deliverable/Milestone Name and Work Breakdown Structure Task #]
<b>Date Deliverable Submitted for Review or Milestone Achievement Date:</b>	[Insert Applicable Date]

The [insert Deliverable/milestone name] Deliverable/milestone is complete. This Deliverable/milestone has been completed/attained by [insert Corporate name] in accordance with the requirements specified in the [Insert Agency] Online [Insert Solution Title] System RFP, BRS [Insert Solution Title] Documents, and Project Plan. Please obtain signatures below indicating the compliance of [insert Deliverable/milestone name]. Please obtain all signatures within **15** calendar days of the Submitted or Achievement Date, above,

Please contact \_\_\_\_\_ at **XXX-XXX** with any questions.

Sincerely,

[Insert Company Name]  
[Insert Project Name] Project Manager

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**Printed Name**  
**Proposer Project Manager**  
{Same as person signing above}

**COMPLIANT:**  
Deliverable Payment Authorized: Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

---

**Signature of State Project Representative/Date**

**NOT COMPLIANT:**  
**Describe reason(s) for non-compliance:**  
(Continue on back if necessary)

---

**Signature of State Project Representative/ Date Payment Not Authorized**

**PROPOSER CERTIFICATION FORM**

1. The Proposer is not currently subject to an “unresolved” finding for recovery under Revised Code Section 9.24, and the Proposer will notify the Procurement Representative any time it becomes subject to such a finding before the award of a Contract arising out of this RFP.
2. The Proposer certifies that it will comply with Executive Order 2011-12K; all services must be performed within the United States. Furthermore, the Proposer will not allow others to perform work for the State of Ohio outside the United States.
3. The Proposer certifies that it will provide a letter stating the location and handling of State data for approval by the ODOT Information Technology Department. Furthermore, the Proposer understands: State data must be maintained in a secure manner; the data must not be used for any purposes other than those required to fulfill the contract; and upon completion of the project the data must be destroyed.
4. The Proposer certifies that its responses to the following statements are true and accurate. The Proposer’s answers apply to the last seven years. Please indicate yes or no in each column.

Yes/No	Description
	The Proposer has had a contract terminated for default or cause.
	The Proposer has been assessed any penalties in excess of \$10,000.00, including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity).
	The Proposer was the subject of any governmental action limiting the right of the Proposer to do business with that entity or any other governmental entity.
	Trading in the stock of the company has ever been suspended with the date(s) and explanation(s).
	The Proposer, any officer of the Proposer, or any owner of a 20% interest or greater in the Proposer is currently under litigation or has had a judgment against on any legal claim related to the product or services being offered.
	The Proposer, any officer of the Proposer, or any owner of a 20% interest or greater in the Proposer has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding.
	The Proposer, any officer of the Proposer, or any owner with a 20% interest or greater in the Proposer has been convicted of a felony or is currently under indictment on any felony charge.

If the answer to any item above is affirmative, the Proposer must provide complete details about the matter. While an affirmative answer to any of these items will not automatically disqualify a Proposer from consideration, at the sole discretion of the State, such an answer and a review of the background details may result in a rejection of the proposal. The State will make this decision based on its determination of the seriousness of the matter, the matter’s possible impact on the Proposer’s performance under the Contract, and the best interest of the State.

5. The Proposer certifies that neither it nor any of its people that may work on or benefit from the Contract through the Proposer has a possible conflict of interest (e.g., employed by the State of Ohio, etc.) other than the conflicts identified immediately below:

Potential Conflicts (by person or entity affected)

(Attach an additional sheet if more space is need.)

The State may reject a proposal in which an actual or apparent conflict is disclosed. And the State may cancel or terminate the Contract for cause if it discovers any actual or apparent conflict of interest that the Proposer did not disclose in its proposal.

- The Proposer certifies that all its and its subproposers' personnel provided for the Project will have a valid I-9 form on file with the Proposer or subproposer, as appropriate, and will have presented valid employment authorization documents, if they are not United States citizens.

Please provide the following information for a contact person who has authority to answer questions regarding the Proposer's proposal:

Name:	
Title:	
Mailing Address:	
Office Phone Number:	
Cell Phone Number:	
Fax Number:	
Email Address:	

---

**Date**

---

**Signature (must be in a color other than black ink)**

---

**Type or print name shown above**

---

**Title of Officer Signing**

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**Name of Company**

**PROPOSER EXPERIENCE SUMMARY**

**Mandatory Proposer Experience Requirement:** The Proposer must have a demonstrated track record of successfully deploying Automated Vehicle (AV) Shuttle Solution(s). Include at least three completed Proposer Experience Summary for the proposed solution with specific details on the location where the solution has been deployed, contact information, project information, key dates, and duration of the service. It is acceptable for the experience to have been a short-term demonstration, as long as this is stated.

**Proposer Experience with: AV Shuttles**

Location:			Contact Name:	
Client (if applicable):			Contact Title:	
			Contact Phone Number:	
			Contact Email:	
Date Confirmed	Date Testing Began:	Date Deployed:	Date Completed (if applicable)	Duration to Configure Route:
Month/Year:	Month/Year:	Month/Year:	Month/Year:	Duration in Service or Ongoing:

Attach a detailed description of how the shuttles are or were operating with Company/DOT named above.



**HIGH VALUE DATA INDEMNIFICATION AGREEMENT**

The Ohio Department of Transportation maintains information in its data stores to which personnel, subcontractors, or others within your control, have access. This access is obtained typically when your company provides support for the Ohio Department of Transportation's hardware, or the software systems we have obtained, and properly license from your company, or you provide services to the Ohio Department of Transportation which either provides access to, or generates high value data relating to the Ohio Department of Transportation. This document is meant to place the responsibility on your company to maintain control measures on those within your control, and who do have, or who may have, access to the Ohio Department of Transportation's high value data.

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Ohio Department of Transportation, 1980 W. Broad Street, Columbus, Ohio 43223, hereinafter called "ODOT", and \_\_\_\_\_ with its principal offices at, \_\_\_\_\_ hereinafter called the "VENDOR":

WHEREAS, the ODOT, desires to make use of, and continue to receive the software hosting, consulting, and/or support services offered by VENDOR in support of the ODOT operations; and

WHEREAS, the ODOT maintains high value data within the software system for which VENDOR provides software, support, and maintenance, or to which VENDOR may have access; and

WHEREAS, the VENDOR, while providing hosting, consulting, support and maintenance services on the software system it licenses to the ODOT, does have access to high value data stored by the ODOT; and

WHEREAS, VENDOR is desirous of providing support services as outlined in its hosting, support, consulting and/or maintenance agreements, which are re-issued each year by VENDOR and purchased by ODOT.

NOW, THEREFORE, said ODOT and said VENDOR, for the considerations hereinafter set forth, mutually agree as follows:

1. Definitions.

- a. High Value Data. The term High Value Data, as used throughout this agreement shall mean any data, whether specifically identified or not, which, if released to the general public would constitute protected data under any Freedom of Information Act (state or federal) or its accompanying regulations, any Health Insurance Portability and Accountability Act (HIPAA) law or regulation, or other data which the ODOT deems to be confidential in nature, and which is stored in the VENDOR-licensed, supported, and maintained system. A non-exhaustive list of the types of information the ODOT deems to be High Value Data includes: social security numbers, medical records of any kind, and restricted address and contact information.
- b. ODOT Systems. This term is meant to include all software and hardware systems within the control of the ODOT. Such systems include the hardware and software system to which VENDOR provides maintenance and support services. The term also includes all network apparatus, routers, switches, telephone systems, and other devices physically located on ODOT premises, or under its control.
- c. Authorized Users. An Authorized User is a VENDOR employee, contractor, or subcontractor who has been specifically delegated the responsibility for providing support or maintenance for a general or specific task for VENDOR to ODOT under the Hosting, Maintenance or Support agreements between the ODOT and VENDOR, or which has agreed to provide services to the ODOT which involve access to, generation of High Value Data, or both, and who has agreed to the terms of this Agreement.

## HIGH VALUE DATA INDEMNIFICATION AGREEMENT

- d. Unauthorized User. As it relates to this Agreement, an Unauthorized User is a user, regardless of whether that user is a person, a company, a contractor, subcontractor or other, who obtains access to information, and either attempts access, or obtains access to ODOT Systems or ODOT High Value Data without the knowledge of VENDOR, or in contravention of direct orders from VENDOR, and/or who has not agreed to the terms of this Agreement.
2. ODOT Obligations.
    - a. ODOT agrees to continue to pay the fees related to the hosting, maintenance or support cost, or other fees associated with the Services provided by VENDOR.
    - b. ODOT agrees to provide a secure VPN through which VENDOR must provide support services to VENDOR's software system, if applicable.
  3. VENDOR Obligations.
    - a. VENDOR agrees to continue to provide hosting, maintenance and support, or other Services as outlined in its prior agreements, and to do so through the ODOT VPN provided, if applicable.
    - b. VENDOR agrees to maintain control measures on the use, and dissemination of VPN-specific information, or other access information, which would permit Unauthorized Users to access ODOT Systems.
    - c. VENDOR agrees to maintain adequate measures to prevent the dissemination of viral or other malware intrusions or infections on the ODOT's systems through VENDOR connections.
    - d. VENDOR agrees to maintain control measures on the use and dissemination of VPN-specific information, and other access information, used by Authorized Users of VENDOR.
    - e. VENDOR agrees to obtain agreement to this Agreement from all support personnel providing support and maintenance, or other Services under VENDOR's agreement with ODOT.
    - f. VENDOR agrees not to export any personally identifiable information, or other High Value Data from ODOT systems to any other systems, intentionally, or unintentionally.
    - g. VENDOR agrees to indemnify, hold harmless and defend ODOT, its officers, directors, employees and agents from and against all third party claims, including payment of damages, costs, losses and expenses (including but not limited to attorneys' fees) caused by, arising out of or related to the negligence of VENDOR, its partners, officers, employees, agents, subconsultants and subcontractors in the performance or furnishing of services under the support and maintenance agreements, or other Services Agreements as that negligence is related to the misuse, unauthorized dissemination, and collection, or other non-ODOT use of High Value Data, if VENDOR is determined to be the pathway or vector, either directly through Authorized Users, or indirectly through Unauthorized Users, where the VPN-specific connection, or other access information, is obtained through VENDOR, and the purpose of the misuse, dissemination, collection, or other use was for other than providing support or maintenance to ODOT.
    - h. VENDOR agrees to notify ODOT immediately if ODOT's VPN information, or other access information, has been disseminated to any person not affiliated with VENDOR, or if persons, contractors, subcontractors, or otherwise, with no VENDOR-related business obtain ODOT VPN connection, or access information. Further, VENDOR agrees to notify ODOT of a change in personnel, such that password access, or other configuration information may be changed immediately upon obtaining such changes at VENDOR.
  4. Both ODOT and VENDOR agree that this is a very sensitive issue, and agree to cooperate to find ways to effectively protect ODOT High Value Data.
  5. This Agreement is not intended to modify the terms of any license agreement between ODOT and VENDOR.

**HIGH VALUE DATA INDEMNIFICATION AGREEMENT**

- 6. This agreement shall remain in effect while ODOT is a licensed user of VENDOR software systems, and while it maintains hosting, support, and/or maintenance, or other Services of VENDOR. No further executions shall be required, and the terms of this Agreement are hereby incorporated by reference into VENDOR’s support and Maintenance Agreement(s).

Accepted and Agreed:

\_\_\_\_\_  
(Vendor Name) (Title)

Ohio Department of Transportation

\_\_\_\_\_  
(Authorized Signature) (Date)

\_\_\_\_\_  
(Authorized Signature) (Date)

**PROPOSER NOT-TO-EXCEED FIXED PRICE SHEET**

Not-To-Exceed Fixed Price		Duration	Initial Year	Second Year	Third Year
<b>Total Personnel Services from table below</b>					
Other Costs					
<b>Total Not-To-Exceed Fixed Price</b>					

Total Personnel Services	NUMBER OF STAFF	HOURS	RATE	COST
<b>ROLE:</b>				
Project Manager				
Trainer				
Onboard Operator				
Stop Ambassador				
<b>TOTAL</b>				