

Location: Canton, OH
2012 Parts Blanket Purchase Agreement
IFB #: 2012 - B001

STARK AREA REGIONAL TRANSIT AUTHORITY
KIRT W. CONRAD
EXECUTIVE DIRECTOR/CEO

NAME AND REMIT TO ADDRESS MUST APPEAR BELOW

SUBMITTED BY:

Company Name: _____

Remit to Address: _____

P.O. Box: _____

City: _____ **State:** _____ **Zip:** _____

Telephone Number: _____

E-Mail Address: _____

Federal Tax ID No.: _____

REMIT TO:

Procurement Administrator
E-Mail Address: ckoppes@sartaonline.com
Telephone: (330) 639-2798

Signature Page

Failure to sign on this page as indicated shall render your bid ineligible for award consideration. Your signature indicates that you have read, understand and hereby agree to be bound by all terms, conditions, specifications and requirements contained herein.

Date: _____

By: _____
Authorized signature by Officer of the Company

Type or print name shown above

Title of Officer Signing

**STARK AREA REGIONAL TRANSIT AUTHORITY
BID CHECK LIST FOR:**

VENDOR NAME: _____

BLANKET PURCHASE AGREEMENT – VARIOUS PARTS

All forms listed below are to be completed and returned with bid.

- 1. IFB Signature Page
- 2. Addendum Acknowledgement
- 3. DBE Affidavit
- 4. Letter of Intent to Perform as Subcontractor
- 5. Certificate of DBE Assurance
- 6. Schedule D
- 7. Affidavit Concerning Conflicts of Interest & Noncompetitive Practices
- 8. Non-Collusion Bidding Certificate
- 9. Certification of Primary Participation Regarding Debarment
- 10. Specification Compliance Certificate
- 11. Decline Proposal/Bid Form (complete only when not submitting a bid)
- 12. Security Compliance Certification
- 13. Request for Exceptions, Approved Equals and Clarifications
- 14. Certification of Delinquent Taxes
- 15. Non-Discrimination Affidavit

Questions concerning DBE forms are to be directed to Tammy Brown @ 330-477-2782, ext 536.

REQUIREMENTS

Section I: Intent

The purpose of this “Invitation for Bids” is to establish a blanket purchase agreement for each part listed in Section II: Scope/Specification for the Stark Area Regional Transit Authority (SARTA) for the year 2012.

1. Goal

As a result of this “Invitation for Bids”, a Blanket Purchase contract will be entered into by Stark Area Regional Transit Authority. This contract is a fixed price agreement for the year based on total estimated quantities. Each order shall be placed on an as-needed basis for the agreed upon price per unit.

“Invitation for Bids” Deadline

The “Invitation for Bids” must be received in Stark Area Regional Transit Authority Procurement Office by 10:00 a.m., EST, Friday, January 13, 2012. However, should the pricing be deemed inadequate or otherwise unacceptable by the Authority, additional responses may be sought. For its own best interests, SARTA reserves the right to accept any Invitations for Bids or to reject any and all proposals.

“Invitation for Bids” must be mailed, faxed, e-mailed or delivered to:

Stark Area Regional Transit Authority
Attention: Procurement Administrator
1600 Gateway Blvd SE
Canton, Ohio 44707
Email: ckoppes@sartaonline.com

Interpretation of “Invitation for Bids”

The vendor must carefully examine the specifications; terms and conditions expressed in the “Invitation for Bids” and become fully informed as to the requirements set forth therein.

False or Misleading Statements

Requests for pricing which contain false or misleading statements, or which provide reference which does not support an attribute or condition claimed by the Vendor, may be rejected. If, in the opinion of Stark Area Regional Transit Authority, such information was intended to mislead Stark Area Regional Transit Authority in its evaluation of the “Invitation for Bids”, and the attribute, condition or capability is a requirement of this “Invitation for Bids”, it will be the basis for rejection.

“Invitation for Bids” as Contract

Each “Invitation for Bids” shall be submitted with the understanding that acceptance in writing or by issuance of purchase order by Stark Area Regional Transit Authority of the offer to furnish the equipment or services described therein shall constitute a contract between the successful Vendor and Stark Area Regional Transit Authority, which shall bind the Vendor to furnish and deliver the equipment or service at the proposed price and in accordance with the specifications, terms and conditions, and other requirements detailed in the “Invitation for Bids” or subsequently added or made a part thereof.

Contract Type

This is a Blanket Purchase agreement for those items and amounts specified in Section II.

Blanket Purchase Order Duration

The Blanket Purchase Order pricing agreement duration shall be until January 31, 2013.

Contract Termination

At any time during the term of the blanket order, either party may terminate the agreement by providing written notice thirty (30) days in advance.

Changes in Pricing

Any changes to pricing quotations must be submitted in writing by the vendor and may void the agreed purchase quantity for that specific item.

Free on Board (F.O.B.) Destination

The net bid price shall include delivery charges, Free on Board (F.O.B.) to the recipient whose name and address appears on the purchase order (s). No items will be delivered to Stark Area Regional Transit Authority until vender receives authorization from the Authority in the form of a purchase order.

Insurance

The Contractor shall purchase and maintain for the life of this contract the following minimum insurance coverages. The contractor shall also be responsible for assuring that each of its subcontractors and anyone employed directly or indirectly by any contractor or subcontractor provides adequate insurance for the work performed or products supplied by it.

- a. Commercial General Liability Insurance in the amount of \$ 1,000,000 combined single limit each occurrence for bodily injury and or property damage. Policy to include:

Said policy shall be written on an "occurrence" basis.

- b. Automobile Liability Insurance in the amount of \$1,000,000 combined single limit each accident for bodily injury and/or property damage. Said policy shall apply to all owned, leased, hired and non-owned vehicles used in connection with the work.
- c. Statutory Workers' Compensation coverage in compliance with all applicable state workers' compensation laws to cover all employees furnishing labor under the terms of this contract and under the control of the Contractor. Employers' Liability coverage in the amount of \$1,000,000 per accident/\$1,000,000 per employee for disease will also be included, either under the Workers' Compensation policy or under the Commercial General Liability policy (Stop Gap) referenced under "a." above. In Ohio: a copy of a certificate of premium payment from the Industrial commission and Bureau of WC, or a copy of the Certificate of Employer's Right to Pay Compensation Directly.
- d. General Requirements: The contractor shall not commence work herein until it has obtained the required insurance and has received written approval of such insurance by SARTA. It shall furnish evidence of such insurance in the form of a certificate (Accord or similar form). The certificate shall provide the following:
- In the event the insurance should be changed or cancelled, such change or cancellation shall not be effective until 30 days after SARTA has received written notice of such change or cancellation from the insurance company. Such notice shall be mailed by certified mail, return receipt requested, to SARTA care of the Procurement Administrator.
 - Name SARTA as an additional insured for liability coverages under "a." and "b." above for claims arising out of operations in conjunction with the contract
 - Contain a waiver of subrogation in favor of SARTA.
 - Specific reference to the subject contract
 - Specific reference to all deductibles & Self Insured Retentions (SIR)

An insurance company having less than an A-X rating by The A. M. Best Company will not be considered acceptable. All certificates are subject to acceptance by SARTA. SARTA shall be entitled to receive a full copy of the

insurance policy/policies upon request and reserves the right to review financial statements and approve any deductibles or SIR.

- e. Approval by SARTA: Approval of the insurance by SARTA shall not relieve or decrease the liability of the contractor hereunder. It is to be understood that SARTA does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect the Contractor's interests or liabilities.
- f. In the event Contractor neglects, refuses or fails to provide the insurance required under the Contract documents, or if such insurance is canceled for any reason, the owner shall have the right, but not the duty to procure the same, and cost thereof shall be deducted from moneys then due or thereafter to become due to Contractor.

Indemnification

Without limiting any other indemnity obligation set forth herein, the Contractor covenants to save, defend, keep harmless, and indemnify SARTA and all of its officers, departments, agencies, agents, directors, trustees and employees from and against all claims, loss, damage, injury, fines, penalties, and costs, including court costs and attorneys' fees, charges, liability, and exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's negligent actions or omissions, Contractor's performance or nonperformance of the terms of the Contract and any claim by a third party that any service performed or items provided hereunder infringes upon any intellectual property rights of any third party. In addition to the above, in connection with any indemnity obligation set forth in this Contract, where Contractor has a duty to indemnify or protect SARTA the same shall be read to require Contractor to indemnify, hold harmless and protect SARTA and all of its officers, departments, agencies, agents, directors, trustees and employees.

Equal Employment Opportunity

In connection with the submission of a Quote or execution of any contract, the contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin. The contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, age, or national origin. 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. The contractor shall further agree to insert a similar provision to all subcontracts, except subcontracts for standard commercial supplies or raw materials.

Requirements for Persons with Disabilities

In executing the subsequent contract, the contractor agrees to comply with all applicable requirements of 49 USC § 5301(d), which states the Federal policy that elderly persons and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973 as amended, 29 USC § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers Act of 1968, as amended, 42 USC §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with all applicable requirements of the following regulations and any subsequent amendments thereto:

- a. US DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
- b. US DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
- c. Joint US Architectural and Transportation Barriers Compliance Board (US ATBCB)/US DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38;
- d. US DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
- e. US DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
- f. US General Services Administration (US GSA) regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;
- g. US Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
- h. US 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

- i. US ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 CFR Part 1194; and
- j. FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 CFR Part 609;
- k. Any implementing requirements FTA may issue.

Failure by the contractor to carry out these requirements is a material breach of the subsequent contract, which may result in the termination of that contract or such other remedy as SARTA deems appropriate.

Procuring Agency and Contracting Officer

Charles Koppes, Procurement Administrator, shall be responsible for the procurement process. SARTA’s Maintenance Director and/or his designee shall monitor the successful Contractor’s day-to-day performance of all necessary actions required for effective execution of contractual requirements.

Protests

Protests of procurement actions may be filed before bids or proposals are received, after announcement of a proposed award, and after action by the Board of Trustees. Protests before bids or proposals are received may address the adequacy or fairness of the solicitation documents. If an award of a federally-funded project will be made during the pendency of a protest, the Executive Director/CEO must notify FTA of the protest prior to the award. Protests after announcement of a proposed award may address the basis for selection or rejection of a bidder or proposer. Protests following action by the Board of Trustees may address only the procedure by which the Board accepted the bid or proposal. The protestor must have a substantial economic interest in the procurement. Protests shall be in writing, and in sufficient detail to permit an evaluation and response. Protests shall be decided by the Executive Director/CEO whose decision shall be final.

Section II: Scope/Specification

FORD PARTS

Company Name:

Part Description	Part Number	Short Part #	2012 Estimated Usage	Cost Per Unit
Battery	BT65-APF		65	
Battery Core Charge			65	
Front Brake Pads	2U2Z-2V001-AG	BRSD655	10	
	8C2Z-2V001-B	BRSD1328	40	
Fuel Injector	4C3Z-9E527-BRM	CN-5019-RM	20	
Fuel Injector Core Charge			20	
Inner belt		5081300	10	
Outer Belt	25-060919		10	
	6K905		10	
	6K910		10	
	6K509		10	
Rear Axle Gasket	E0TZ-1001-A		80	
Rear Brake Clip	E8TZ-2B164-A		5	
Rear Brake Pads	2U2Z-2V001-AH	BRSD411	10	
	8C2Z-2V200-B	BRSD1330	24	
Rear Brake Pin	F2TZ-2C150-B	BKCOE-5	10	
	8C2Z-2C150-B	BKCOE-9	24	
Rear Wheel Seal	F7UZ-1S175-A	BRS-12	80	
Wheel Nut	F2UZ-1012-B		640	
Wheel Stud	E5TZ-1107-B		640	
Wiper Blade	31-20		120	

Please note that this bid is for a one (1) year period.

Units needed are an up to estimated amount to be ordered as needed.

Signature

Date

Print Name

FORD/SUPPORT VEHICLE
FILTERS

Company Name:

Part Description	Part Number	2012 Estimated Usage	Cost Per Unit
FUEL FILTER	FD4606	80	
OIL FILTER	FL2016	640	
AIR FILTER	FA1804	50	
TRANSMISSION FILTER	FT180	15	
OIL FILTER	FL820S	10	
OIL FILTER	1522	15	

Please note that this bid is for a one (1) year period.

Units needed are an up to estimated amount to be ordered as needed.

Signature

Date

Print Name

Company Name:

Part Description	Part Number	2012 Estimated Usage	Cost Per Unit
53-22412-002	HYDRAULIC FILTER	42	
05-56911N000	HYDRAULIC FILTER	4	
53-35421-000N	WIPER BLADE	24	
53-47678-N000	WIPER BLADE	50	
82-02221-001	SEAL REAR AXLE	50	
82-03450-000	DOWEL - AXEL SHAFT	36	
82-03690-000	GASKET - REAR AXLE LOW FLOOR	24	
82-03713-000	GASKET - REAR AXLE	80	
82-03832-000	SPRING- REAR BRAKE	40	
82-04220-003	ANCHOR PIN - FRT BRAKE	24	
82-04698-000	FRT RETURN SPRING	24	
82-04710-000	DOWEL - BRAKE TAPERED	72	
82-05991-001	A/C FILTER	10	
82-08149-001	STUD - REAR	36	
82-08210-000	GASKET - FRT AXLE	30	
82-11310-000	ROLLER-REAR BRAKE	120	
82-11869-000	ROLLER- FRT BRAKE	40	
82-11945-000	ANCHOR PIN - REAR	40	
82-14660-000	LOCK RING&WASHER - REAR BRAKE	20	
82-22805-000	A/C FILTER	15	
8-D	FIXED BATTERY	50	
X8-D	CORE	50	
61-600	A/C DRIER FILTER	20	
C-304	A/C DRIER FILTER	10	
KE4704QPHS	FRONT BRAKE KIT	15	
KE4707QPFL0E	REAR BRAKE KIT	20	

Please note that this bid is for a one (1) year period.

Units needed are an up to estimated amount to be ordered as needed.

 Signature

 Date

 Print Name

GILLIG FILTERS

30' TO 40' BUSES

Company Name:

Part Description	Part Number	2012 Estimated Usage	Cost Per Unit
OIL FILTER	LF3620	180	
FUEL FILTER	FF5206	48	
FUEL FILTER	FF5207	48	
TRANSMISSION FILTER	29526899	120	
AIR FILTER	AF954M	36	
OIL FILTER	LF9009	168	
SPINNER II FILTER	TFH 73187	80	
OIL DRAIN PLUG GASKET	3920773	75	
FUEL FILTER	FF5488	48	
FUEL/WATER SEPERATOR FILTER	FS1003	48	
AIR FILTER	P129472	36	
OIL FILTER	LF3970	36	
PRIMARY FUEL FILTER	FF5632	24	
FUEL/WATER SEPERATOR FILTER	FS1065	24	
SECONDARY FUEL FILTER	FF5636	18	

Please note that this bid is for a one (1) year period.

Units needed are an up to estimated amount to be ordered as needed.

 Signature

 Date

 Print Name

HEADLAMP BULB

Company Name:

Part Description	Part Number	2012 Estimated Usage	Cost Per Unit
HEADLIGHT BULB	9007	20	
HEADLIGHT BULB	9008	36	
HEADLIGHT BULB	H4656	70	

Please note that this bid is for a one (1) year period.

Units needed are an up to estimated amount to be ordered as needed.

Signature

Date

Print Name

ATTENTION

The following forms must be completed and submitted with your bid!

Failure to do so will render your bid ineligible.

For Office Use Only
Approved _____ Date
Incomplete _____ Date

**Addendums are posted on SARTA's website "www.sartaonline.com/bids".
Respondents are responsible for keeping updated on Addendums posted.**

**ADDENDUM ACKNOWLEDGEMENT
(Must be submitted with proposal)**

This acknowledgment form serves to confirm that the Respondent has reviewed, complied and/or accepted all Addendum(s)/Amendment(s).

Please list all Addendum(s)/Amendment(s) below.

Addendum#

Name of Company

Signature of Authorized Representative

Date

Print Name

For Office Use Only		
Approved	_____	Date
Incomplete	_____	Date

THIS FORM MUST BE COMPLETED BY ALL RESPONDENTS

CERTIFICATE OF DBE ASSURANCE

In connection with the contract to be awarded as a result of the invitation to bid issued by SARTA:

I hereby certify that I am the _____
(TITLE)
and duly authorized representative of _____
(NAME OF FIRM)
whose address is _____

I do hereby assure SARTA that I have read and am familiar with the requirements for disadvantaged business participation by companies contracting with SARTA and that it is the intention of the undersigned to meet such DBE goals.

I understand that SARTA has established a goal of 10% Disadvantaged Business Enterprise participating on this contract. I further understand that these goal percentages are based on the total dollar value of the awarded contract.

I hereby further assure SARTA that the undersigned will cause to be completed and submit with this bid the following documents: DBE Affidavit and the Letter of Intent to Perform as a Sub-Contractor.

Prior to the execution of the contract, I understand that this company may not remain in completion unless the required documents are submitted or this company has met the DBE requirements as defined in this bid specification.

NAME OF PRIME CONTRACTOR

SIGNED BY

TITLE

For Office Use Only	
Approved _____	Date _____
Incomplete _____	Date _____

THIS FORM MUST BE COMPLETED IF YOUR COMPANY IS A DBE FIRM, OR BY THE SUBCONTRACTING COMPANY THAT IS A DBE IF YOU INTEND TO UTILIZE A DBE FOR YOUR BID

DBE AFFIDAVIT

State of _____

County of _____

I hereby declare and affirm, that I am the _____
(TITLE)
and authorized representative of _____
(NAME OF FIRM)
whose address is _____.

I hereby declare and affirm that I am a Disadvantaged Business Enterprise as defined by the Ohio DBE Unified Certification Program specifications and that I will provide information requested by SARTA to document this fact.

I do solemnly declare and affirm, under the penalties of perjury, that the contents of the aforementioned document are true and correct and that I am authorized, on behalf of the above firm, to execute this affidavit.

(Signature of Affiant)

(Date)

On this ____ day of _____, 20____, before me the above named officer appeared, known to be _____ and the person described in the foregoing Affidavit and that he/she did execute the same in the capacity therein stated and for the purpose stated.

IN WITNESS THEREOF, I hereunto set my hand and official seal,

(Notary Public)

My Commission Expires

For Office Use Only	
Approved _____	Date _____
Incomplete _____	Date _____

THIS PAGE MUST BE COMPLETED BY DBE FIRM IF DBE FIRM IS BEING USED AS A SUBCONTRACTOR

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

The undersigned intends to perform work in connection with the Ohio DBE Unified Certification Program specifications as:

____ an individual ____ a corporation ____ a partnership ____ a joint venture

Ethnicity: ____ Black American ____ Hispanic American ____ Native American ____ Sub Cont.

Asian American ____ Asian Pacific American ____ Non-Minority Women ____ Other (specify)

The disadvantaged status of the undersigned is confirmed on the attached Affidavit of Disadvantaged Business Enterprise. The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

_____ at the following cost(s) _____.

The following commencement and completion date is projected.

PROJECTED WORK ITEM(S) _____

PROJECTED COMMENCEMENT DATE _____

PROJECTED COMPLETION DATE _____

____% of the dollar value of the subcontract will be sublet and/or awarded to the non-disadvantaged Contractors and/or non-disadvantaged suppliers. The undersigned will enter into a formal agreement for the work with you conditioned upon the execution of a contract with SARTA. No agreement has been entered into between the above-named bidder and the DBE subcontractor wherein the below-named bidder DBE subcontractor has promised not to provide subcontracting quotations to other bidders and proposers.

DBE Business: _____ Date: _____

Name: _____ Phone: _____

Address: _____ Fax: _____

City/State/Zip: _____ Email: _____

Name of Officer for DBE Firm _____

Signature of Authorized Official _____

Title of Officer for DBE firm _____

For Office Use Only	
Approved _____	Date _____
Incomplete _____	Date _____

THIS PAGE MUST BE COMPLETED BY ALL RESPONDENTS THAT ARE NOT DBE FIRMS OR ARE NOT USING A DBE SUBCONTRACTOR. RESPONDENTS MUST EXPLAIN EFFORTS MADE IN OBTAINING A DBE OR WHY USE OF DBE FIRM IS NOT APPLICABLE – SEE SCHEDULE D-1

SCHEDULE D

CERIFICATION OF CONTRACTOR REGARDING UNAVAILABILITY OF A DISADVANTAGED BUSINESS ENTERPRISE

PROJECT NAME _____

PROJECT NUMBER _____

NOTE: The bidder must prepare one of these forms for each DBE contract made where the DBE was found not to be ready, willing, or able to perform the work solicited. If the bidder was unable to obtain the DBE signature, the form must be completed to the best of the bidder’s ability, indicating the reason for the absence of the DBE signature.

I, _____, _____
 (PRIME OR GENERAL CONTRACTOR) (TITLE)

of _____, certify that on _____
 (NAME OF FIRM) (DATE)

I contacted the following DBE Contractor to obtain a bid for work items to be performed on the above-captioned contract.

FORM OF BID SOUGHT, I.E., DBE CONTRACTOR WORK ITEMS SOUGHT, UNIT PRICE, MATERIALS AND LABOR, LABOR ONLY, ETC.

To the best of my knowledge and belief, said DBE Contractor was unavailable (exclusive of unavailability due to lack of agreement on price) for work on this project, or unable to prepare a bid, for the following reason(s):

SIGNATURE: _____ DATE: _____

_____ was offered an opportunity to bid

on the above-identified work on _____ by _____
 (DATE) (SOURCE)

The statement asserted above by the company, which contacted me, is a true and accurate account of why I did not submit a bid on the project.

SIGNATURE OF DBE: _____ DATE: _____

SCHEDULE D-1 GRANT RELIEF FOR BIDDERS

If a bidder finds it impossible fully to meet the DBE goal of this contract, the bidder must include Schedule D Certification of Contractor Regarding Unavailability of DBE, accompanied by documentation showing that all reasonable good faith efforts were made toward fulfilling the goal. The request and description of good faith efforts are required in affidavit format. Suggested reasonable efforts should include, but not limited to:

- (1) Attendance at the pre-bid conference if scheduled.
- (2) The Contractors general affirmative action policies regarding the utilization of DBE's.
- (3) The advertisement in trade association newsletters and DBE-oriented and general circulation media, for specific sub-bids that would be at least equal to the percentage contract goal for DBE Utilization.
- (4) Notification of DBE Contractor Assistance agencies in writing before bid is due. (SARTA will provide list upon request)
- (5) Direction negotiation with DBE for specific sub-bids; the action taken must be reported in such a fashion as to include all the following items:
 - (a) A detailed statement of the efforts to negotiate with DBEs who were contacted; a description of the information provided to DBEs regarding the plans and specifications for the portions of the work to be performed; a detailed statement of the reasons why additional prospective agreements with DBEs, if needed to meet the stated goal, were not reached.
 - (b) A detailed statement of the efforts made to select portions of the work proposed to be performed by DBEs in order to increase the likelihood of achieving the stated goal.
 - (c) As to each DBE contacted but which the bidder considers to be not qualified, a detailed statement of the reason(s) for the bidder conclusion.
 - (d) As to each DBE contacted which the bidder considers to be unavailable, an Unavailability Certificate (Schedule D) signed by the DBE; or a statement from the bidder that the DBE refused to give such written certification after reasonable request and a statement from the bidder of the reasons for the bidder's conclusion.
- (6) Efforts made by the Contractor to expand its search for DBEs beyond usual geographical boundaries to a reasonable area.

- (7) If the Contractor is a distributor or manufacturer where it can be shown that the opportunity for DBE participation does not exist in work under this contract efforts must include an exhaustive research into the DBEs potential in the roles of sub-supplier, transport, engineering, distribution, or any other roles contributing to the production and delivery as specified in the contract.

For Office Use Only	
Approved _____	_____ Date
Incomplete _____	_____ Date

**AFFIDAVIT CONCERNING CONFLICTS OF INTEREST
AND NONCOMPETITIVE PRACTICES**

**STARK AREA REGIONAL TRANSIT AUTHORITY
(d.b.a. SARTA)**

STATE OF _____

COUNTY OF _____

The undersigned, being first duly sworn, on oath states on behalf of the Contractor:

A. Conflict of Interest

That the Contractor, by entering into this Contract with SARTA to perform or provide work, services, or materials to SARTA, has thereby covenanted, and by this affidavit does again covenant and assure that it has no direct or indirect pecuniary or proprietary interest and that it shall not acquire any such interest which conflicts in any manner or degree with the services required to be performed under this Contract and that it shall not employ any person or agent having any such interest. In the event that the Contractor or its agents, employees, or representatives hereafter acquire such a conflict of interest, it shall immediately disclose such interest to SARTA and take action immediately to eliminate the conflict or to withdraw from this Contract, as SARTA may require.

B. Contingent Fees and Gratuities

That the Contractor, by entering into this Contract with SARTA to perform or to provide services or materials for SARTA, has thereby covenanted and by this affidavit does again covenant and assure:

1. That no person or selling agency except bona fide employees or designated agents or representatives of the Contractor have been employee or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and
2. That no gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor or any of its agents, employees, or representatives to any official member, Board Member, or employee of SARTA or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending or the making of any determination with respect to the performance of this Contract.

Company Name

By

Title

Subscribed and sworn to before me _____,
Notary Public

This _____ day of _____, 20____, in and for the State of _____,
residing in the County of _____.

Notary Signature

My Commission Expires

For Office Use Only	
Approved _____	_____ Date
Incomplete _____	_____ Date

NON-COLLUSION BIDDING CERTIFICATE

STARK AREA REGIONAL TRANSIT AUTHORITY
(d.b.a. SARTA)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party certifies as to its own organization, under penalty of perjury, that to the best knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition as to any other matter relating to such prices with any other bidder or with any other competitor.
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to opening, directly or indirectly to any other bidder or competitor.
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.

Company Name

Signature of Company Official

Title

Date

For Office Use Only	
Approved _____	Date _____
Incomplete _____	Date _____

**CERTIFICATION OF PRIMARY PARTICIPATION REGARDING
DEBARMENT, SUSPENSION & MATTERS OF RESPONSIBILITY**

The primary Participant (potential contractor for third party contract) _____ certifies to the best of its knowledge and belief, that it and its principals:

1. Are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any off these offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three (3) year period preceding this application/proposal had one or more public transaction(s) (Federal, State, or local) terminated for cause or default.

(If the primary participant (applicant for potential third party contract) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certificate.)

The primary participant (applicant for a third-party contract), _____ Certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801 ET SEQ. are applicable thereto.

Signature and Title of Authorized Official

Date

For Office Use Only	
Approved _____	Date _____
Incomplete _____	Date _____

SPECIFICATION COMPLIANCE CERTIFICATE

STARK AREA REGIONAL TRANSIT AUTHORITY (d.b.a. SARTA)

The Proposer hereby certifies that the equipment, services, or goods supplied will comply with all specifications, the special requirements, attachment forms, amendments, or items approved by SARTA on specification request and approval form. Equipment, goods, and or services delivered to SARTA which does not comply with the aforementioned specifications will be considered unacceptable and grounds for liquidated damages assessment or performance bond evocation, and/or contract termination for default.

Company Name

Signature of Company Official

Title

Date

For Office Use Only	
Approved _____	Date _____
Incomplete _____	Date _____

TO BE COMPLETED AND RETURNED BY THOSE NOT SUBMITTING A BID

**DECLINE PROPOSAL/BID FORM
STARK AREA REGIONAL TRANSIT AUTHORITY
(d.b.a. SARTA)**

Please complete this form if you do not wish to respond to this solicitation:

Proposal/Bid # _____

Proposal/Bid Title _____

Proposer/Bidder Company Name _____

Address _____

Telephone Number _____

Contact Person _____

Reason for not submitting a Proposal/Bid in response to this solicitation.

Thank you for your assistance. Please return this form to:
Procurement Officer

For Office Use Only	
Approved _____	_____ Date
Incomplete _____	_____ Date

SECURITY COMPLIANCE CERTIFICATION

STARK AREA REGIONAL TRANSIT AUTHORITY
(d.b.a. SARTA)

The Proposer/Bidder hereby agrees that the Board of Trustees of the Authority has the right to reject any or all bids and to waive informality in any bid and that the Bidder shall not dispute the correctness of the quantities used in computing the lowest bid.

Signature of Company Official & Title

Company Name

Business Address

Date

For Office Use Only		
Approved	_____	Date
Incomplete	_____	Date

**REQUEST FOR EXCEPTIONS
APPROVED EQUALS AND CLARIFICATIONS**

**STARK AREA REGIONAL TRANSIT AUTHORITY
(d.b.a. SARTA)**

By execution below, Bidder hereby offers to furnish equipment, goods, and or services as indicated herein:

Bidder: _____
 Company Name

 Date
 Reference: Item Number _____

Request:

Signature

Approved _____ Rejected _____ See Addendum _____

Explanation (if necessary):

For Office Use Only	
Approved _____	_____ Date
Incomplete _____	_____ Date

**CERTIFICATION REGARDING DELINQUENT TAXES
(5719.042 ORC)**

_____, hereby affirms under oath, pursuant to Ohio Revised Code Section 5719.042, that at the time the proposal/bid was submitted, my company (was) (was not) charged with delinquent Personal proerty taxes on the General List of Personal Property for Stark County, Ohio.

If such charged for deliquent personal property tax exists on the General Tax List of Personal Property for Stark County, Ohio, the amount due and penalties and interest shall be set forth below.

A copy of this statement shall be transmitted to the Stark County Treasurer within thirty (30) days of the date it is submitted. A copy of this statement shall aslo be incorporated into the contract between the Stark Area Regional Transit Authority and _____ and no payment shall be made with respect to any contract unless such statement has been so incorporated as a part thereof.

Delinquent Personal Property Tax	\$ _____
	(If none insert "0")
Penalties	\$ _____
Interest	\$ _____

By: _____

Title: _____

Subscribed and sworn to before me _____
Notary Public

This ___ day of _____, 20___, in and for the State of _____,
residing in the County of _____.

Notary Signature

My Commission Expires

For Office Use Only	
Approved _____	Date _____
Incomplete _____	Date _____

NON-DISCRIMINATION AFFIDAVIT
 STARK AREA REGIONAL TRANSIT AUTHORITY (d.b.a. SARTA)

STATE OF _____ }

COUNTY OF _____ }

_____, being first duly sworn and deposes and says:

1. That he/she is the _____ (President or other official title) of _____ (Company, Partnership, or Corporation) organized, and existing under any by virtue of the laws of the State of _____, and in whose behalf he/she makes this affidavit:
2. That _____ does not and will not discriminate in its employment practices because of race, ancestry, color religion, sex, age, national origin, physical or mental disability, or veteran status, as defined and required by law.
3. That _____ further understands this contract, purchase order or agreement is subject to the Urban Mass Transportation Act of 1964, as amended (49 USC 1601, ETSEQ.); and shall be subject to all rules and/or regulations issued pursuant thereto regarding nondiscrimination in federally assisted programs of the United States Department of Transportation (ODOT).
4. That any listed persons, firms or corporations have interest in this proposal/bid as subcontractors; that this proposal/bid is offered without any connection or without collusion or fraud, and also that no member of the trustees, head of any department or bureau, or employee therein, or any employee of the authority, is directly or indirectly interested therein.
5. That they acknowledge receipt herein of the Stark Area Regional Transit Authority Procurement Policy and agree to abide by its rules, whether or not herein specifically itemized.

 Company, Partnership or Corporation name

 President or other Official

Subscribed and sworn to before me, this _____, day of _____,
 20____.

 Notary Public in and for the County of

_____, State of _____

My commission expires on the _____ day of _____, 20 _____.

FEDERALLY REQUIRED & OTHER MODEL CONTRACT CLAUSES

FLY AMERICA (WHERE APPLICABLE)

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

CARGO PREFERENCE (WHERE APPLICABLE)

The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

ENERGY CONSERVATION

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

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

FEDERAL CHANGES

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

AUDIT AND INSPECTION OF RECORDS

Pursuant to 49 CFR 18.39(i)(11), the Contractor shall permit the authorized representatives of SARTA, the FTA Administrator or, U.S. Comptroller General and the State of Ohio to inspect and audit all its books, data, accounts, documents, papers, records of the Contractor relating to this Contract and its performance hereunder until the expiration of three (3) years after final payment under this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until SARTA, the FTA Administrator, the Comptroller General, the State of Ohio, the government of Stark County, Ohio or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

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

The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that SARTA and the State of Ohio or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any pertinent books, documents, papers, and records of such subcontractor involving transactions related to this Contract or the work performed in connection herewith. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$5,000.00 and (2) subcontracts or purchase orders for public utility services

NO OBLIGATION BY FEDERAL GOVERNMENT

1. SARTA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD & FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the work under this Contract. Upon execution of this Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the United States Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions

TERMINATION OF CONTRACT

1. **Termination for Convenience.** SARTA may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in the government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to SARTA to be paid the Contractor. If the Contractor has any property in its possession belonging to SARTA, the Contractor will account for the same, and dispose of it in the manner SARTA directs.
2. **Termination for Default.** If the Contractor does not perform in the manner called for in the Contract, or if the Contractor fails to comply with any other provisions of the Contract, SARTA may terminate this Contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract.

3. **Preservation of Goods.** If this Contract is terminated while the Contractor has possession of SARTA goods or items to be procured under this Contract, the Contractor shall, upon direction of SARTA, protect and preserve such goods or items until surrendered to SARTA or its agent. The Contractor and SARTA shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute Clause.
4. **Opportunity to Cure.** SARTA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor five (5) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to SARTA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within five (5) after receipt by Contractor of written notice from SARTA setting forth the nature of said breach or default, SARTA shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude SARTA from also pursuing all available remedies against Contractor and any of its sureties for said breach or default.

5. **Waiver of Remedies for Any Breach.** In the event that SARTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by SARTA shall not limit SARTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

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

- a. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
- b. the Contractor, within five (5) days from the beginning of any delay, notifies SARTA in writing of the causes of delay. If in the judgment of SARTA, the delay is excusable, the time for completing the work shall be extended. The judgment of SARTA shall be final and conclusive on the parties, but subject to appeal under the Disputes Clauses.
- c. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

DEBARRED BIDDERS

By signing the enclosed debarment certification, the contractor hereby attests that neither the contractor, nor any officer or controlling interest holder of contractor, is currently, or has been previously, on any debarred bidders list maintained by the United States government.

CIVIL RIGHTS REQUIREMENTS

The following requirements apply to the underlying contract:

1. **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:
 - a. **Race, Color, Creed, National Origin, Sex, Age** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment

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

- b. **Age** - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - c. **Disabilities** - In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

Before entering into any subsequent contract, SARTA must receive the initial certifications from the contractor that they have complied with the requirements of 49 CFR Part 26. The contractor agrees for the term of this Request for Quotes and the subsequent term of any contract awarded hereunder to continue to comply with said requirements, including, but not limited to establishing annual overall goals and submit said goals for FTA approval.

Without limiting the forgoing, Contractor and SARTA agree as follows:

1. Any subsequent contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 10 %.
2. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this project. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of any subsequent DOT-assisted contract. Failure by the contractor to carry out these requirements would be a material breach of any subsequent contract, which may result in the termination of the contract or such other remedy as SARTA deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
3. If awarded the contract, the Contractor is required to pay its subcontractors performing work related to this project for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from SARTA. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this project is satisfactorily completed.
4. Under any subsequent contract, the contractor must promptly notify SARTA, whenever a DBE subcontractor performing work related to this project is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of SARTA.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any SARTA requests which would cause SARTA to be in violation of the FTA terms and conditions. In addition, Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the bid documentation or in any grant or funding documentation between SARTA and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

BREACHES AND DISPUTE RESOLUTION

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

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

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

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

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