

REQUEST FOR PROPOSALS

TRANSIT TIRE MILEAGE LEASE
& SERVICE PROGRAM

2011-03

STARK AREA REGIONAL
TRANSIT AUTHORITY

1600 GATEWAY BLVD SE

CANTON, OHIO

DUE DATE:

10:00 AM EST, Monday, January 16, 2012

If you have any questions, please contact Charles Koppes at
(330) 639-2798.

SIGNATURE PAGE

NAME AND REMIT TO ADDRESS MUST APPEAR BELOW

SUBMITTED BY:

Company Name: _____

Remit to Address: _____

P.O. Box: _____

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

Telephone Number: _____

Email Address: _____

Federal Tax ID No.: _____

Contact: _____

Failure to sign on this page as indicated shall render your proposal 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

Name of Company

SOLICITATION OFFER AND AWARD/ CONTRACTUAL PROVISIONS

PROJECT # 2011-03

1. **INTENT:** to solicit a vendor to provide under contract, a tire mileage lease program designed to accommodate Stark Area Regional Transit Authority.
2. **CONTRACT DOCUMENTS:** Any contract resulting from this solicitation shall include the following which are incorporated herein:
 - Solicitations Offer and Award/Contractual Provisions
 - Scope of Services
 - Addenda as issued
 - SARTA's Required Forms
3. **DEFINITIONS:** The following are definitions of special terms used in this document:
 - a. **Procuring Agency** - Stark Area Regional Transit Authority (SARTA).
 - b. **Contracting Officer** - person executing this contract on behalf of SARTA who has complete and final authority except as limited herein.
 - c. **Contractor** - the successful proposer awarded a contract.
 - d. **Authorized Signee** - the person who is executing this contract on behalf of the proposer and who is authorized to bind the proposer/company.
 - e. **Supplier** - any manufacturer, company, or agency providing units, components, or subassemblies for inclusion in the equipment. Supplier items shall require qualification by type and acceptance tests and meet all applicable "Buy America" requirements in accordance with requirements defined in part III.
 - f. **Work** - any and all labor, supervision, services, materials, machinery, equipment, tools, supplies, and facilities called for by the contract and necessary to the completion thereof.
 - g. **Defect** - patent or latent malfunction or failure in manufacturer or design

or any component or subsystem that causes equipment to cease operating or causes it to operate in a degraded mode.

- h. **Related Defect** - damage inflicted on any component or subsystem as a direct result of a defect.
 - i. **Vendor/Proposer** - any person, firm, or corporation submitting a bid to this invitation for bid.
 - j. **Contractor's Contact Agent** - the person who is responsible for submission of proposals and to receive all information pertaining to the proposal request. The contact agent will be identified when requesting specifications.
 - k. **Performance** - an evaluation in quantifiable terms of a manufacturer's ability to produce reliable equipment or provide service as specified in a time frame as responsive to the owner's needed.
4. **GENERAL REQUIREMENTS:** Four copies of the proposal must be submitted (one marked as original) to the SARTA office at **1600 Gateway Blvd., SE, Canton, Ohio 44707 by 10:00 a.m. EST, January 16, 2011.**

Proposals submitted by mail should be mailed in ample time to arrive at SARTA before the actual due date. SARTA shall not be liable for checking mail immediately prior to the time of opening. Likewise, it is the responsibility of the proposer to verify the receipt of any email. Any Proposals received after the prescribed deadline **will not be considered.**

Proposals shall be submitted to:

The Stark Area Regional Transit Authority
Attn: Charles Koppes, Procurement Administrator
1600 Gateway Blvd SE
Canton, OH 44707

To ensure proper identification and handling, mark in the lower left-hand corner of the package:

2011-03 TRANSIT TIRE MILEAGE LEASE & SERVICE PROGRAM

Communications regarding the scope of this procurement shall be directed to:

Mark Finnicum, Director of Maintenance
Phone: (330) 430-2276
Fax: (330) 454-5476
mfinnicum@sartaonline.com

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Communications regarding this bid document shall be directed to:

Charles Koppes, Procurement Administrator
Phone: (330) 477-2782, ext.541
Fax: (330) 454-5476
Email: ckoppes@sartaonline.com

or

Carole Kuczynski, Direct, Finance & Administration
Phone: (330) 430-2277
Fax: (330) 454-5476
ckuczynski@sartaonline.com

The materials and services supplied must fulfill all of the basic requirements defined in the technical specifications including any addenda thereto.

Any name appearing on the Comptroller General's List of ineligible contractors for any federally funded and/or assisted project is not an eligible vendor.

Proposal documents, detailed specifications, forms, and other related documents are available on SARTA's website at www.sartaonline.com/bids.

Vendors are fully responsible for delivery of proposal documents. Reliance upon mail or public carrier is at the bidder's risk. SARTA may request additional information to clarify or supplement any bid submitted.

- 5. REJECTION AND ACCEPTANCE:** SARTA reserves the right to reject any and all proposals and award the contract to the proposal best meeting the established criteria.

Except as otherwise provided herein, proposals that are conditional in any way, or that are not in conformance with the law, may be rejected as non-responsive. Proposals must be signed by a duly authorized company representative on the proposal signature proposal page included herein.

In the event a single proposal is received, SARTA may conduct a price analysis of the proposal. It should be recognized that a price analysis through comparison to other similar procurements must be based on an established or competitive price of the elements used in the comparison. The comparison will be made to a purchase of similar size and involving similar specifications. The price analysis shall be made by the SARTA evaluation committee.

- 6. DELIVERY:** Once a proposal has been accepted and a contract issued, the successful contractor will be prepared to begin to supply tires and services within

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ten (10) working days.

7. **MANNER OF EXECUTION OF CONTRACT:** If the contractor is an individual, the contract shall be executed by him/her personally. If the contractor is a co-partnership, it is desirable that the contract be executed by all of the partners, but it may be executed by one of them. If the contractor is a corporation, it must be executed by an officer of the corporation, or by a person authorized by the corporation to execute written contracts on its behalf, and the corporate seal affixed thereto. If the corporate seal is not affixed to the contract, or if it is executed by a person other than an officer, there must be attached to the contract a certified copy of a resolution of the corporation authorizing such officer or person to execute written contracts for an on behalf of the corporation.
8. **REQUIRED DOCUMENTS:** All forms contained in this proposal packet must be thoroughly completes and submitted with proposal. Failure to complete the required forms and submit them with the proposal will render the proposal ineligible for award consideration.
9. **PRICING - PAYMENT:** The prices submitted in the proposal shall include all items of labor, materials, tools, equipment, installation, and other costs necessary to fully complete the manufacture and delivery of the equipment pursuant to these specifications. It is the intention of these specifications to provide the mileage tires of the type prescribed "ready for operation". Pricing must be submitted on the pricing proposal sheet included herein.

SARTA agrees to furnish to the contractor, by the tenth day of each month, a record of the daily revenue bus miles which each of the SARTA buses has run during the preceding month on the tires supplied by the contractor. The contractor agrees to invoice SARTA on mileage billed using the computed rate as proposed. SARTA agrees to make payment within thirty (30) days of receipt of invoice.

Each invoice shall include:

- contract number
- total miles of fleet billed at billing rate according to tire*
- total invoice amount

***SARTA currently operates two (2) fleets of transit vehicles, heavy duty transit coaches and paratransit vehicles.**

10. RESPONSIVENESS:

- a. All proposals shall remain in effect for sixty (60) days from date of opening.
- b. SARTA reserves the right to postpone proposal opening for its own

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convenience.

- c. Changes to the specifications will be made by addendum only.
- d. Prime contractors may submit written requests for approved equals as described in the next section.

11. APPROVED EQUALS REQUESTS:

- a. Requests for approved equals, clarifications of specifications and protest of specifications must be received by SARTA in writing not less than ten (10) full days before the date of scheduled proposal opening. Any request for an approved equal or protest of the specifications must be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is equal to or better than the specification requirement. In addition, any test requirements in the specifications that pertain to an item under consideration for approved equal must be submitted with the request for the approved equal.
- b. SARTA will post its reply to submissions under paragraph d (above) to its website in the form of an addendum at least five (5) days before the date scheduled for proposal opening.

12. GENERAL CONTRACT CLAUSES

- a. **Interest of members of our delegates to congress** - no member of or delegate to the congress of the United States shall be admitted to any share or part of this contract or to any benefit arising there from.
- b. **Prohibited interests** - no member, officer or employee of the public body or of a local public body during his tenure or one (1) year after shall have any interest direct or indirect in this contract or the proceeds there of.
- c. **Cargo Preference** - Use of United States Flag Vessels. The contractor agrees:
 - 1. To utilize privately owned United States - flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States flag commercial vessels.
 - 2. To furnish within twenty (20) days following the date of loading for shipment originating within 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 paragraph one (1) above to the

FTA Administrator and Grantee through the prime contractor in the case of subcontractor bills-of-lading, Market Development, Narrative Administration, Washington, D.C. 20230.

3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this clause.

Equal Employment Opportunity: In connection with the extension of this contract, the contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The contractor shall take affirmative action to insure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; rates of pay, or other forms of compensation; and selection for training, including apprenticeship.

13. DISADVANTAGED BUSINESS ENTERPRISE (D.B.E.) REGULATIONS:

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.

- 14. BUY AMERICA REQUIREMENTS:** The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

BIDS SUBMITTED WITHOUT A PROPERLY COMPLETED BUY AMERICA FORM WILL NOT BE CONSIDERED FOR AWARD!

- 15. 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 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

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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 whose decision shall be final.

- 16. POSTPONEMENT OF PROPOSAL:** SARTA reserves the right to revise or amend the specifications up to the time set for submission of the RFP. Such revisions and amendments, if any shall be announced by addendums to the solicitation.

Addendums shall be posted for all prospective vendors on SARTA's website. If the revisions and amendments require changes in quantities or price, the date set to the submitted proposal may be postponed by such a number of days, as in the opinion of SARTA to enable vendors to revise their proposals. In any case, the proposal submitted shall be at least five (5) working days after the last addendum, and the addendums shall include an announcement of the new date, if applicable. Vendors must acknowledge receipt of addendums. Failure to acknowledge receipt of all addendums may cause the proposal to be considered non-responsive to solicitation. Acknowledged receipt of each addendum must be clearly established and included with the offer.

- 17. PROPOSAL WITHDRAWAL**

After the proposals are opened, they may not be withdrawn for sixty (60) calendar days. Prior to the date/time set for opening of the proposals, however, they may be modified or withdrawn by the vendor's authorized representative in person, or by written or telegraphic notice. If proposals are modified or withdrawn in person in person, the authorized representative shall make his identity known and shall sign a receipt for the proposal. Written, faxed or emailed notices shall be received in the SARTA office no later the due date herein listed.

- 18. AWARD PROCEDURE:** Within fifteen (15) calendar days after acceptance of the proposals, the Contracting Officer shall deliver a Letter of Intent to Award to the successful vendor and shall deliver the executed contract documents within twenty-one (21) days after the signing. Delivery of contract documents shall be determined by the Contractor's signature on the return receipt requested.

- 19. DISQUALIFICATION OF CONTRACTOR:** Any attempt to prejudice or gain support in any manner from SARTA's Board of Trustees or any employee of SARTA for this contract will constitute grounds for disqualification.

- 20. SUCCESSFUL VENDOR:** Since the successful proposal must be ratified by the Board of Trustees, SARTA will not enter into contract until such ratification occurs.

- 21. 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

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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 at rates established for uniform applicability to this general public.

22. 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.

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.

23. 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

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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.

24. **COMMUNICATIONS:** Communications in connection with this contract shall be in writing and shall be delivered personally or by email, or by regular, registered, or certified mail addressed to the officer(s) or employee(s) of the procuring agency and of the contractor designated to receive such communications. Telephone calls may be used to expedite communications, but shall not be official communication unless confirmed in writing. Communications shall be considered received at the time actually received by the addressee or designated agent.
25. **OFFICIAL RECEIPT:** Communications shall be considered received at the time actually received by the addressee or designated agent.
26. **AMERICAN WITH DISABILITIES ACT:** The contractor shall agree to abide by all governing laws and regulations regarding the Americans with Disabilities Act.

- 27. 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 an 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.
- 28 RESTRICTION OF LOBBYING:** Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.
- 29. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITIES:** 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.
- 30. FEDERAL LAWS AND REGULATIONS:** To achieve compliance with changing federal requirements, the bidder agrees to include specific notice in all agreements with subcontractors, that contract financed with FTA assistance may have requirements that change and the changed requirements will apply to the contract as required. All standards or limits set forth in this agreement to be observed in the performance of the project are minimum requirements at best. It should be understood by all participants of this procurement that the laws and regulations that are most restrictive (State vs Federal vs County vs Local Rule) shall apply.

- 31. RECORD RETENTION:** Contracts, including purchase orders, plus all documents related to the contract or purchase order shall be kept on record for a period of not less than seven (7) years.
- 32. SERVICE AND REPRESENTATIVES:** The vendor shall state the representative responsible for assisting the procuring agency, as well as the location of the nearest distribution center which shall supply service and materials, parts and components for the repair and maintenance of the equipment supplied. The vendor shall also state its policy on transportation charges for parts other than those covered by warranty.
- 33. REQUEST FOR EXTENSION:** The contractor agrees to supply, as soon as such dates are available any reasonable proofs that are required by the contracting officer to make a decision on any request for extension. The contracting officer shall examine the request and any documents supplied by the contractor and shall determine if the contractor is entitled to an extension and the duration of such extension. The contracting officer shall notify the contractor of his decision in writing.

It is expressly understood and agreed that the contractor shall not be entitled to damages or compensation, and shall be reimbursed for losses on account of delays resulting from any cause under this provision.

- 34. ASSUMPTION OF RISK OF LOSS:** The procuring agency shall assume risk of loss of the equipment and tires on delivery. Prior to this delivery or release, the contractor shall have risk of loss of the equipment and tires.
- 35. TITLE:** Ownership and title to the leased tires and equipment provided by the contractor shall remain with the lessor. In the event any of these items be purchased by SARTA, ownership and title shall remain in contractor's name until it receives payment in full of all sums due under the terms of the agreement. Minimum equipment to be provided by the lessor shall be a tire dismounting machine, tire spreader, inflation cage, all necessary hand tools needed to perform regular maintenance services. Wheels (rims) shall be the property of SARTA, and extra wheels shall be provided by SARTA when necessary. SARTA agrees to assume the responsibility for the safekeeping of all such tires and equipment and to reimburse supplier for any loss resulting from SARTA's failure to safely keep such tires and equipment.
- 36. ANTI-KICKBACK RULES:** Salaries of automotive engineers, draftsmen, technical engineers, and technicians performing work under this contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Anti-Kickback Act of June 13, 1934.

- 37. CONTRACTOR CHANGES:** Any proposed changes to the contract shall be
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submitted in writing to the contracting officer for prior approval.

- 38. OMISSION AND PRIORITY:** This agreement, request for proposals, requirements, technical specifications, and attachments, addenda and modification, constitute the contract documents and are complementary. Specific federal laws, state laws, the terms of this agreement, and lessor's standard from contract, in that order respectively, supersede other inconsistent provisions. These contract documents are on file in the office of the Executive Director, Canton, Ohio 44707 and are incorporated into this agreement. Federal requirements change periodically and the changed requirements will apply to this project.
- 39. WRITTEN CHANGE ORDERS:** Oral changes are not permitted. No change in this contract shall be made unless the Contracting Officer gives prior written approval. Therefore, the Contractor shall be liable for all costs resulting from and or for satisfactorily correcting any specifications change not properly ordered by written modification to the contract and signed by the Contracting Officer.
- 40. PRICE ADJUSTMENT FOR REGULATORY CHANGES:** If price adjustment is indicated whether upward or downward, it shall be negotiated between the procuring agency and the Contractor for changes that are mandatory as a result of legislation or regulation that have become promulgated and become effective between the date of proposal opening and throughout the term of the contract. Such price adjustment may be audited where required.
- 41. INTERCHANGEABILITY:** All tires used, services rendered and equipment procured under this contract whether provided by suppliers or manufactured by the Contractor, shall be duplicate in design, manufacture, and installation to assure interchangeability among SARTA's transit bus fleet.
- 42. ENGINEERS:** The Contractor shall, at its own expense have a competent engineering representative(s) available on request to assist the procuring agency's staff in the resolution of engineering or design problems which may arise for the duration of the contract.
- 43. DELAYS:** The Contractor shall notify the Contracting Officer as soon as possible when an event has occurred which will delay contract completion. Within five (5) days, the Contractor shall confirm such notice in writing furnishing as much detail as is available.
- 44. CERTIFICATION OF COMPLIANCE TO SPECIFICATIONS:** Vendor must submit certification of compliance to the specifications set forth in this document or list all exceptions and or deviations taken with the specifications. These will be ruled as acceptable or unacceptable by SARTA.

- 45. DURATION OF CONTRACT:** The contract, once accepted and put in force, shall be for a period of not less than three (3) years with two (2) one year options for extension, thus making a total possible contract period to be five (5) years.
- 46. 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.
- 47. 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.
- 48. CLEAN WATER**
1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to SARTA and understands and agrees that the SARTA will endeavor, in turn, to report each violation to FTA and the appropriate EPA Regional Office. Notwithstanding the above however, nothing contained herein will relieve Contractor of its obligations regarding notices under any applicable law, regulation or ordinance.
 2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- 49. 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.

50. CLEAN AIR:

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

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

52. CONTRACT WORK HOURS AND SAFETY STANDARDS

1. **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. **Withholding for unpaid wages and liquidated damages** - SARTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

53. 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.

54. 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.

55. 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.

56. 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

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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.

57. PERFORMANCE AND PAYMENT BONDING REQUIREMENTS (NON-CONSTRUCTION)

The Contractor may be required to obtain performance and payment bonds when necessary to protect the SARTA's interest.

1. The following situations may warrant a performance bond:
 - a. SARTA property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).
 - b. A contractor sells assets to or merges with another concern, and the SARTA, after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.
 - c. Substantial progress payments are made before delivery of end items starts.
 - d. Contracts are for dismantling, demolition, or removal of improvements.
2. When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:
 - a. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the SARTA determines that a lesser amount would be adequate for the protection of the SARTA.
 - b. The SARTA may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price.

The SARTA may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

3. A payment bond is required only when a performance bond is required, and if the use of payment bond is in the SARTA's interest.
4. When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:
 - a. The penal amount of payment bonds shall equal:
 - i. Fifty percent of the contract price if the contract price is not more than \$1 million;
 - ii. Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - iii. Two and one half million if the contract price is increased.

58. DRUG -FREE WORKPLACE: By virtue of the signature on the signature page of this Request for Proposal, the Vendor certifies, to the best of his/her ability, that its employees will not purchase, transfer, use or possess or under the influence of illegal drugs or alcohol or abuse prescription drugs, in any way, while delivering, measuring or performing contract related services. Failure to comply will result in immediate termination of any contract awarded and the vendor will be subject to the provision as set forth.

59. 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.

SCOPE OF SERVICES

1.0 GENERAL

1.1 This Scope of Services describes the lease and service requirements for the leasing and maintaining of tires for the SARTA vehicle fleet. SARTA's fleet currently consists of vehicles manufactured by the following companies with the original equipment manufacturer's (O.E.M.) tire size listed (for a complete vehicle listing see Exhibit "A"):

VEHICLE MANUFACTURER LISTING

<u>VEHICLE MANUFACTURER</u>	<u>TIRE SIZE</u>
2000 Gillig Phantom	315/80R 22.5 L/H J
2001 Gillig Phantom	315/80R 22.5 L/H J
2004 Gillig Low Floor	275/70R 22.5
2008 Gillig Low Floor	275/70R 22.5
2009 Gillig Hybrid 29'	275/70R 22.5
2009 Gillig Hybrid 40'	315/80R 22.5 L/H J
2010 Gillig Low Floor	315/80R 22.5 L/H J
2011 Gillig Low Floor	315/80R 22.5 L/H J
2005 Ford/ Eldorado National	225/75R 16
2007 Ford Eldorado National	225/75R 16
2008 Ford Eldorado National	225/75R 16
2010 Ford Eldorado National	225/75R 16

Estimated Annual Mileage

Fleet "A" ("Fixed Route") Consists of the Gillig Phantom, Gillig Low Floor,	2011 Estimated Mileage 1,642,000
Fleet "B" ("Para-Trans") Consists of the Eldorado National	2011 Estimated Mileage 1,590,000

TIRES CURRENTLY IN SERVICE

FLEET ID	MANUFACTURER	SIZE
"A"	FIRESTONE	315/70R 22.5 L/R J
	FIRESTONE	275/70R 22.5 L/R H
"B"	FIRESTONE	225/75R16

- 1.2 Under the present contract with Firestone Incorporated, SARTA has exercised its option for "run out" to last for thirty-six (36) months beginning with the start of this contract. In the event a new contractor is selected for this contract the contractor shall be required to provide all services to tires now in inventory (i.e. mounted on fleet vehicles) and at end of the thirty-six (36) month run out, any remaining inventory shall be purchased by the successful contractor."
- 1.3 The successful contractor will furnish tires for SARTA vehicles to be run under the terms of the agreement resulting from this proposal. It is expected but not guaranteed; that the successful contractor's tires will be applied to some buses immediately after the contract has been awarded.
- 1.4 All tires furnished will comply with Federal and/or State and local requirements.
- 1.5 SARTA reserves the right to equip up to eight (8%) percent of its transit fleet with tires obtained from other manufacturers for test purposes only.

2.0 TECHNICAL SPECIFICATIONS

2.1 DEFINITIONS

- A. TIRE: Tire shall mean a casing with valve stem for a tubeless type tire. All tires provided must be **NEW** tires.
- B. RIMS/WHEELS: Rims and/or wheels shall mean the equipment upon which tires are to be mounted. Rims and/or wheels shall be of sizes and types to conform to the approved standards of the Tire and Rims Association of America, Inc.
- C. VEHICLE MILES: Vehicle miles shall mean the actual number of miles of operation/travel of a vehicle. A vehicle mile shall be ascertained, in the discretion of SARTA, by means of an instrument which will accurately record mileage of each bus, by using vehicle records (with adjustment for non-scheduled operations) or by any other method reasonably designed to provide reliable mileage information.
- D. MILEAGE RATE: Mileage Rate shall mean the rate to be paid to the contractor for the use of contractor manufactured tires and shall include all tires for which the vehicle is equipped.
- E. SCRAP TIRES: Permanently unfit for service shall mean any tire, which through damage or use has completed its usable life and is not to be used in any additional service.
- F. IDENTIFICATION: All tires provided shall be individually branded prior to delivery.
- G. TIRE WEAR: Tires will be replaced when they show the following tread depths: Front - 5/32 inch Rear -3/32 inch
- H. STATIC BALANCE: Tire is placed in its vertical axis on a non-rotating spindle tool. The spot on the tire with the greatest mass is acted upon by gravity to deflect the tooling downward. The amount of deflection indicates the magnitude of the unbalance. The angle of the deflection indicates the angular location of the unbalance.
- I. SPIN BALANCE: Determines the amount and angle of unbalance. Balance weights are then fitted to the outer and inner flanges of the wheel.

2.2 PROVISIONS

- A. BASIC TIRE: Tires to be provided are high mileage radial type, transit bus tire, fifty-five (55) mile per hour (speed restricted) rated, and of the city-suburban type presently used by city transit.

The tire must be manufactured in the United States of America by a tire manufacturer with a record of supplying the transit bus industry with commercial mileage tires on a mileage lease basis.

Contractor agrees to furnish the number of tires SARTA shall deem sufficient to keep all of the buses fully and safely equipped and to provide an adequate reserve supply; provided however, SARTA shall have the right to exercise the reservation expressed in section 1.5 at anytime during the term during the term of this agreement. SARTA shall give the contractor at thirty (30) days prior written notice of its intension to exercise said right. In the event of a manufacturing delay in tires due to a strike, the contractor will, to the degree possible prior to the effective day of the strike, ship additional spare tires to ensure a continuity of service for SARTA during the manufacturing delay.

- B. EQUIPMENT: The contractor agrees to furnish the equipment and supplies necessary to properly service and maintain the tire stock i.e.; tire balancing machine, hand tools (hammers, grinders, pressure gauges, air hoses, etc....) valve stems, valve cores, patches, plugs, valve stem seals, valve caps, bead etc.... These items are in addition to those mentioned in section 35 under the heading of TITLE.

- C. REPORTS & RECORDS: Each month the contractor shall provide a report to SARTA with the following information at minimum.

- ... Record of all tire changes monthly
- ... Listing of all tires removed from service by contractor during the previous month
- ... Listing of all air pressure checks performed, by bus number during previous month
- ... Listing of all tires scrapped, by brand number, during previous month.
- ... Listing of all damaged or destroyed tires, to include bus number and specific date damage occurred, including tire brand number.

3.0 RATES

3.1 PROPOSALS

Proposals must be unqualified and unconditional. Contractors shall propose a FIXED NET RATE for each year of the contract, and a FIXED Rate for the two (2) optional years, 4 & 5. There will be no “escalation” allowed nor” de-escalation” expected during the contract term.

3.2 TAXES

SARTA is exempt by law from all taxes and charges. No taxes will be included in the proposal.

4.0 STATEMENT OF WORK

4.1 SERVICE

- A. SARTA agrees to make all wheel changes.
- B. Contractor shall visit SARTA between the hours of 5:30 a.m. and 11:00 p.m., or upon a mutually agreed time to direct, instruct, and train so that tires can be used to the fullest capability.
- C. Contractor’s service personnel shall maintain, repair, inspect, and inventory all tires and equipment furnished hereunder; and all repair material and labor necessary to maintain, repair, inspect, and inventory said equipment and tires.
- D. The contractor’s service personnel shall mount and dismount all tires from rims and balance all new tires mounted on rims. All 225/75R16 tires should be spin balanced and have wheel weights installed (if required) before SARTA installs any tires on their vehicles.
- E. SARTA will provide, at no cost to contractor, necessary workspace for the repair, servicing, and storage of tires and equipment. Contractor shall be responsible

however, for securing small items such as hand tools, valve stems, wheel weights, etc... in the area provided by SARTA.

- F. The contractor will provide and/or assign adequate personnel to SARTA's property to properly perform all required tire services. At a minimum, the service person shall be on the property two (2) days per week with a minimum of eight (8) hours per week.
- G. The contractor's service person shall perform pressure checks with a tire inflation gauge during each visit to a sufficient number of vehicles to ensure that each vehicle is checked every thirty (30) days. During inflation checks, visual inspections shall be performed and any noted defects shall be reported to the maintenance supervisor on duty at the earliest opportunity. The service person shall maintain a written record of each vehicle checked and a copy of this report provided the maintenance department each time performed.
- H. Service person shall static balance all front tire sets prior to installation. The difference in circumference of tires matched for use a rear duals shall not exceed .05 inches. Tires matched for use, as rear duals shall have the rims wire brushed on the mating surface to remove built up dirt, debris, and corrosion to allow wheels to be properly installed.
- I. Tires delivered and picked up at the SARTA maintenance facility shall be done only when contractor service personnel, other contractor service personnel, or other contractor-designated persons are on the property. SARTA personnel will not be responsible for unloading and loading of tires being delivered or picked up.
 - I-1. The contractor shall assume liability and responsibility for the disposition of scrap tires. Tires designated as scrap or tires to be returned to contractor for recap shall be stored in a neat and orderly fashion. These said tires shall not be allowed to accumulation SARTA property for periods exceeding sixty (60) days. Tires not removed within sixty (60) days will be subject to

liquidated damages of five hundred (\$500.00) dollars per day.

- J. Service Person shall static balance all of the 225/75R16 tires before they placed in service. All tires shall be “matched” or “paired” by the 32nd of an inch tread pattern to provide longevity.
- H. Service Person shall report to SARTA’s on Maintenance supervisor upon arrival and shall have company ID displayed at all times while on SARTA property.

5.0 VEHICLES

5.1 FUTURE PURCHASED VEHICLES

Future purchased vehicles during the life of this contract shall be equipped with tires as specified herein or required by vehicle manufacturer. The contractor will be required to deliver the tires to the bus manufacturer’s North American facility upon thirty (30) days prior written request of SARTA delivery should the buses be delivered overland. Should the purchase of buses provide SARTA with any other make/model bus not shown in the schedule of vehicles in section 1.0, a new rate may negotiated at that time provided the tire recommended by the vehicle O.E.M. require a different size or construction type.

5.2 VEHICLES REMOVED FROM SERVICE

If and when SARTA decides to dispose of a certain portion of its fleet, it will provide notice to the contractor its decision. At that time, tires on the buses to be disposed of shall be with the buses to be disposed of and the contractor be paid for the remaining mileage of each tire according the billing rate then in effect. Values for tires sold shall be determined as set forth in Article 6.1.

5.3 LEASED VEHICLES

SARTA contends it has the right to operate all buses that comprise the fleet it operates. If during the term of the contract SARTA acquires the need and/or right to operate any buses not owned by SARTA, pursuant to a rental or lease agreement, SARTA shall notify the contractor of the agreement and the details of such agreement as it pertains to the contractor. SARTA will use its best efforts to

provide that the leased equipment be furnished without tires so that the leased equipment may be equipped with tires provided by the contractor. SARTA will use its best efforts to obtain from the owner of the equipment an agreement acceptable to and for the benefit of the contractor's ownership and right to possession of all tires supplied by contractor. Once such agreement has been obtained from the owner of the leased buses, SARTA shall have the same options and obligations with respect to buses removed from service at the end of the lease period. The term "leased equipment" shall not include any buses rented or borrowed by SARTA for temporary use during a period limited to not more than ninety (90) days.

6.0 LOSS AND ABUSE

- 6.1 If any tires are lost or stolen from buses or work/storage areas, or destroyed by fire, collision, or accidents (other than normal wear and tear), SARTA will reimburse the contractor for such tires by paying for the remaining mileage at the tire billing rate then in effect. The remaining mileage will be computed by a tread depth reading and an agreement of both the Director of Maintenance and the contractor's service person, or by calculating the average annual tire mileage less the accumulated mileage on the tire.

When a tire is not available for inspection to apply the above calculations whether lost, stolen or otherwise missing, or destroyed by fire, or involved in an accident, SARTA shall not reimburse the contractor in excess of fifty (50%) percent of the current value of a similar tire, unless the contractor can provide an auditable accounting of the tire's accurate mileage just prior to the loss.

7.0 NORMAL DAMAGED TIRES

- 7.1 Cost for "Normal Damaged" tires shall be included in the basic rate per tire mile. "Normal Damage" to a tire means for abuse by partial or total destruction of a tire by means other than normal wear including but not limited to, irregular wear, damage from brake heat, curbing, road hazards, and misalignments.
- 7.2 SARTA agrees to maintain buses suspension and steering in accordance with bus manufacturer's alignment specifications, and to keep brakes properly adjusted.

8.0 BONUS

- 8.1 SARTA will not consider any bonus arrangements, but expect the proposer to offer the highest quality performance at the most reasonable base rates.

9.0 RUN OUT OPTION

- 9.1 SARTA retains the option, upon thirty (30) days advance written notice prior to the expiration date of this contract, to continue using (“run out”) all the tires on SARTA buses at the rates in effect just prior to contract expiration until permanently removed from service, for a period of up to thirty-six (36) months following final contract expiration. At the end of said run-out period, SARTA will pay for the remaining mileage of any tires left in service in the manner set forth in paragraphs **5.2 and 6.0** above, and will take title to these tires at that time if the run-out option is not exercised, SARTA will within thirty (30) days after contract has expired, purchase all tires in inventory (i.e., mounted on fleet vehicles) or tires having been previously used by SARTA, under the terms and conditions set forth in Item 6.1

10.0 WARRANTY

- 10.1 The contractor warrants that the materials provided and the services performed are in conformity with the descriptions and other data set forth in this contract and with sound professional principles and practices in accordance with accepted industry standards, and that the work performed by the contractor’s personnel shall reflect sound professional knowledge, skill, and judgment. If any breach of the warranty is discovered by SARTA during the contract period or within one (1) year after completion of the contract, the contractor shall again cause the nonconforming or inadequate services to be properly performed at the contractor’s sole expense and shall reimburse costs directly incurred by SARTA as a result of reliance by SARTA on the services which failed to comply with the warranty.

11.0 FORCE MAJEURE

- 11.1 Neither SARTA nor contractor will be in violation of this contract if it is prevented from performing any of its obligations because of strikes, boycotts, labor disputes, embargoes, acts of God, acts of public enemy, acts of superior governmental authority, unusual weather conditions, floods, riots, rebellion, criminal acts or sabotage.

Notice of delay and an estimate of the length of the delay will be given immediately upon the occurrence of the event.

12.0 CONTRACTOR CERTIFICATION

The contractor certifies that the fees in this agreement have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor. (See NON-COLLUSION BIDDING CERTIFICATE form).

PRICING SCHEDULE

THE PROCURING AGENCY PRESENTS #34-1086724, TO BE THE TAX IDENTIFICATION NUMBER FOR SARTA. SARTA IS EXEMPT FROM FEDERAL, STATE, AND LOCAL TAXES. AN EXEMPTION CERTIFICATE WILL BE INCLUDED IN THE CONTRACT DOCUMENTS TO THE CONTRACT AWARDEE.

ITEM	DESCRIPTION	UNIT COST	TOTAL COST
------	-------------	-----------	------------

1. Years 1-3	Tire mileage lease	Net Rate per tire/per mile	
Sizes:	12R x 22.5 or Approved equal.....	_____	
	315/80R 22.5 L/H J or Approved equal.....	_____	
	275/70R 22.5 or Approved equal	_____	
	225/75R 16 or Approved equal.....	_____	
	255/70R 22.5 L/R H or Approved equal.....	_____	
	225/70R 19.5 L/R F or Approved equal		

2. Option year 4	Tire mileage lease	Net Rate per tire/ per mile	
Sizes:	12R x 22.5 or Approved equal.....	_____	
	315/80R 22.5 L/H J or Approved equal.....	_____	
	275/70R 22.5 or Approved equal	_____	
	225/75R 16 or Approved equal.....	_____	
	255/70R 22.5 L/R H or Approved equal.....	_____	
	225/70R 19.5 L/R F or Approved equal.....	_____	

3. Option year 5	Tire mileage lease	Net Rate per tire/per mile	
Sizes:	12R x 22.5 or Approved equal.....	_____	
	315/80R 22.5 L/H J or Approved equal.....	_____	
	275/70R 22.5 or Approved equal.....	_____	
	225/75R 16 or Approved equal.....	_____	
	255/70R 22.5 L/R H or Approved equal.....	_____	
	225/70R 19.5 L/R F or Approved equal.....	_____	

4. Years 1-3	Service Rate	Per Month	Annually
		\$ _____	\$ _____

5. Option year 4	Service Rate	Per Month	Annually
		\$ _____	\$ _____

6. Option year 5 Service Rate

Per Month

Annually

\$ _____

\$ _____

EVALUATION OF PROPOSALS

An evaluation committee comprised of SARTA staff will privately evaluate proposals. All evaluation committee members are required to sign an Employee Confidentiality Agreement that restricts employees from divulging any prospective vendor trade secrets. Criteria for evaluation along with respective weighted importance are listed below. Proposers shall fully address each category in response to this RFP. SARTA reserves the right to reject any and all proposals, to waive any informalities and irregularities in the proposals, and to accept proposals that are considered to be in the best interest of SARTA.

The evaluation committee will recommend a course of action for contract award to the SARTA Board of Directors. SARTA may at its discretion request oral presentations or discussions.

**EVALUATION FORM
TIRE MILEAGE LEASE AND SERVICE
PROJECT**

EVALUATION CRITERIA	POINTS ASSIGNED	POINTS GIVEN
1. Capacity to perform-describe equipment to be used in this service, along with tire style, and performance characteristics.	35	
2. Tire Mileage Contractual Experience at least 2 other transit properties that are either comparable in size to SARTA or larger, that have recently contracted with your firm for lease of tire mileage. Include names of contact persons and telephone numbers.	20	
3. Billing Rates - Complete pricing proposal enclosed in package.	40	
4. Certified Disadvantaged Business Enterprise (DBE) participation - Provide name of DBE organization that is participating and to what capacity. Include letters of Certification with proposal.	5	
POSSIBLE POINTS	100	

EVALUATOR'S COMMENTS:

**THE FOLLOWING FORMS MUST BE THOROUGHLY
COMPLETED AND SUBMITTED WITH PROPOSAL.**

**FAILURE TO COMPLETE THESE FORMS AND SUBMIT
THEM WITH THE PROPOSAL WILL RENDER THE
PROPOSAL INELIGIBLE FOR AWARD.**

**FOR ASSISTANCE ON THE DBE FORMS, Contact Tammy
Brown at 330-477-2782 ext 536**

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
 Representative

 Signature of Authorized

 Date

 Print Name

For Office Use Only
Approved _____ Date
Incomplete _____ Date

THIS PAGE MUST BE COMPLETED BY BDE 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

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 PAGE MUST BE COMPLETED BY ALL RESPONDENTS NOT USING A DBE FIRM. 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

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 in my presence by _____ this _____ day of _____, 20____.

My Commission Expires _____

Notary Signature

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 Vendor hereby certifies that the equipment, services, or goods 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

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



Ohio Department of Public Safety
Division of Homeland Security
<http://www.homelandsecurity.ohio.gov>

GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

**DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A
TERRORIST ORGANIZATION**

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

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

For the purposes of this declaration, “material support or resources” means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

LAST NAME		FIRST NAME		MIDDLE INITIAL
HOME ADDRESS				
CITY		STATE	ZIP	COUNTY
HOME PHONE ()		WORK PHONE ()		

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS, OR ORGANIZATION

BUSINESS/ORGANIZATION NAME				
BUSINESS ADDRESS				
CITY		STATE	ZIP	COUNTY
PHONE NUMBER ()				

DECLARATION

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

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

1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?

Yes No

2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?

Yes No

3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?

Yes No

4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?

Yes No

5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?

Yes No

6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?

Yes No

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

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business, or organization referenced on page 1 of this declaration.

X

Signature

Date

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 delinquent 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 by _____

this ____ day of _____, 20__.

Notary Signature

My Commission Expires

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

CERTIFICATION REGARDING LOBBYING

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)).
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

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

BUY AMERICA CERTIFICATION

CERTIFICATION REQUIREMENT FOR PROCUREMENT OF BUSES, OTHER ROLLING STOCK AND ASSOCIATED EQUIPMENT

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

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

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