



STARK AREA REGIONAL TRANSIT AUTHORITY

**KIRT W. CONRAD
EXECUTIVE DIRECTOR**

Transit Development Plan
Request for Proposals

RFP# 2009-11

REQUEST FOR PROPOSALS

Transit Development Plan

FOR

**STARK AREA REGIONAL TRANSIT
AUTHORITY**

CANTON, OHIO

PROPOSALS DUE:

4:00 PM

November 30, 2009

RFP# 2009-11



1600 Gateway Blvd. SE, Canton, OH 44707
(330) 477-2782 FAX: (330) 454-5476

LEGAL NOTICE

Notice is hereby given that Stark Area Regional Transit Authority (SARTA) is requesting proposals for:

Transit Development Plan

Detailed specifications are available by contacting James Warner, Project and Community Outreach Manager at (330) 477-2782. A request may also be made by emailing jwarner@sartaonline.com.

All bids must be submitted in accordance with requirements set forth in this Bid documentation, and must be received in the offices of SARTA on or before November 30, 2009 by 4:00 p.m. There will be **NO** public bid opening.

In connection with the carrying out of this project, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, national origin, or handicap.

The Stark Area Regional Transit Authority has not set a DBE goal for this procurement.

The Stark Area Regional Transit Authority reserves the right to solicit or to waive a new solicitation, for new bids if sufficient effort, as determined by the Stark Area Regional Transit Authority, has not been made to comply with the DBE goals and requirements.

All bidders are certifying that they are not on the Comptroller General's list of ineligible Contractors by signing the proposal page.

There will be a non-mandatory Pre-Bid meeting on November 12, 2009 at 2:00 p.m. in the Stark Area Regional Transit Authority Board Room.

A five (\$500.00) hundred dollar bid bond or cashier check is required at the time of bid submission. Bid security furnished in bond form, shall be issued by a surety company or corporation licensed in the State of Ohio to provide said surety.

The Stark Area Regional Transit Authority reserves the right to reject any and/or all proposals, to re-advertise for proposals and to waive any informality in any proposal and to determine the most responsive proposal by its own criteria, as described within the specification.

The Authority further advises prospective bidders that all bids must be filed on the forms provided by the Authority and that all bids must be clearly marked on the lower left side of the outermost envelope with the words, **ATTN: TDP RFP**

KIRT W. CONRAD,
EXECUTIVE DIRECTOR/CEO

**STANDARD FORM OF BID
FOR THE PURCHASE OF
TRANSIT DEVELOPMENT PLAN**

1) ADVERTISEMENT FOR PROPOSALS

Advertisement for proposals for **the purchase of Transit Development Plan** by the Stark Area Regional Transit Authority (SARTA) appeared in the Canton Repository, Massillon Independent, and Alliance Review on October 29, 2009 and November 1, 2009.

2) DURATION OF CONTRACT

Duration of the proposed contract shall be for a **one (1)** contract period.

3) PROPOSAL

Request for Proposals for the above will be received at the Authority's general office until 4:00 PM on November 30, 2009, and thereafter will be opened. There will be no public opening.

4) BID BOND

Each bid shall be accompanied by a certified or cashier's check on a solvent bank in an amount which shall not be less than **five (\$500.00) hundred dollars**, as assurance that a contract will be entered into. Said check shall be made in favor of the Stark Area Regional Transit Authority.

A bid or proposal bond in an amount not less than **five (\$500.00) hundred dollars** is acceptable in lieu of the certified or cashier's check.

Bid Bond Requirements

(a) Bid Security

A Bid Bond must be issued by a fully qualified surety company acceptable to SARTA and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described there under.

(b) Rights Reserved

In submitting this Bid, it is understood and agreed by bidder that the right is reserved by SARTA to reject any and all bids, or part of any bid. It is agreed that the Bid may not be withdrawn for a period of ninety (90) days subsequent to the opening of bids, without the written consent of SARTA.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within ninety (90) days after the bid opening without the written consent of SARTA, or if the bidder shall refuse or be unable to enter into this Contract, as provided above, or unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, or adequate and acceptable insurance, he shall forfeit his bid security to the extent of SARTA damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security there for.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested will render the bid unresponsive.

5) DISPOSITION OF CERTIFIED OR CASHIERS CHECK

Said certified or cashier's check to be forfeited to SARTA as agreed amount of liquidated damages in case of failure to enter into a contract as above described. The check will be released or returned to the bidder in the case his proposal is rejected.

In case the proposal is accepted, the check will be returned after the contract has been signed. The check of the next lowest bidder will be retained until the lowest responsible bidder has signed. If he fails to do so, said check shall be further retained until the second lowest responsible bidder shall have signed; and in default thereof, the check shall be forfeited to SARTA as liquidated damages.

6) PERFORMANCE/PAYMENT BOND (not applicable for this procurement)

Performance and Payment Bonding Requirements (Non-Construction)

SARTA hereby requires the bidder/respondent to furnish a:

- 1) **N/A** % performance bond.

Said bond or bonds are required as assurance that this solicitation will be completed.

Said bond or bonds must be provided with the Contractor's executed contract.

7) FORM OF PROPOSAL

Every proposal must be made in the format attached hereto and must contain the full name of every person, firm, or corporation interested in the proposal, and the address of the person, firm, or the president and secretary of the corporation bidding; and if a corporation, the name of the State in which it is incorporated.

8) NAME OF BIDDER

Each proposal must be clearly signed with the full name and address of each person interested in it. In case of a partnership, the firm name and address of each individual partner must be given.

9) SIGNATURE OF BIDDER

Firm, corporate, or individual name of the bidder must be signed by the bidder in the space provided for the signature on the proposal blank. In case of a corporation, the title of the officer signing must be stated and each officer must be thereunto duly authorized. In the case of a partnership, the signature of at least one of the general partners must follow the firm name, using the term "authorized member of firm." In case of an individual, use the term "doing business as" or "sole owner."

10) BIDDER AFFIDAVITS

Bidder is required to submit with his bid an affidavit stating that neither he nor his agents, nor any other party for him has paid or agreed to pay, directly or indirectly, any persons, firm, or corporation any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to and further agreeing that no such money or reward will be hereafter paid. This affidavit must be on the form attached hereto and made part of this proposal.

Each bidder, who is a foreign corporation, i.e., a corporation not chartered in Ohio, but licensed to do business in Ohio, is required to submit with his bid an affidavit duly executed by the President or

Executive Director of the corporation, stating in said affidavit that said foreign corporation had, in accordance with the provisions of the Revised Code of the State of Ohio, obtained a certificate authorizing it to do business in the State of Ohio. The certificates, or certified copies of same, are obtainable from the Office of the Secretary of State, Columbus, Ohio.

11) SPECIFICATIONS TO BE PART OF THE CONTRACT

Specifications, statements, and the proposal, which accompany the bids, which are accepted therewith, and which do not conflict with the provisions herein contained, shall be part of any contract that is entered into.

12) EXPLANATIONS (WRITTEN AND/OR ORAL)

Should a bidder find a discrepancy in or omissions from these specifications, or should there be any doubt as to their meaning, bidder shall at once make inquiry of the Director of Finance and Administration/CFO.

13) WITHDRAWAL OF PROPOSAL

No bid will be allowed to be withdrawn for ninety (90) days after it has been deposited with the Project Manager.

14) CONSIDERATION OF BID

All proposals received in conformity with these specifications shall, as soon as possible be tabulated.

15) REJECTION OR ACCEPTANCE OF BIDS

The Executive Director/CEO reserves the right to accept or reject any or all bids, and any parts of any bid. In awarding a contract, the Executive Director/CEO reserves the right to consider all elements entering into the question of determining the responsibility of the bidder. Any bid which is incomplete, conditional, obscure, or which contains additions not called for, or irregularities of any kind, may be cause for rejection of the bid. In case of any discrepancy between the price written in the bid and that given in figures for any item, the price in writing in the bid will be considered as the bid.

16) UNACCEPTABLE BIDS

No bid will be accepted from or contract awarded to any person, firm, or corporation that is in arrears or is in default to SARTA upon any debt or contract, or that is a defaulter as surety or otherwise upon any obligation to said Authority or has failed to perform faithfully any previous contract with the Authority.

17) WORKERS' COMPENSATION ACT

The Contractor shall comply with the State Law known as the Workers' Compensation Act and shall pay into the State insurance fund the necessary premiums required by the Act or elect and maintain status as a Qualified Self Insured as allowed by the Act to cover all employees furnishing said services to SARTA, and under the control of the Contractor, and shall relieve SARTA from any costs due to accidents and other liabilities mentioned in said Act.

18) SOCIAL SECURITIES ACT

The Contractor shall be and remain an independent Contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance, and old age retirement benefits or annuities now or hereafter imposed under any State and Federal law which are measured by the wages, salaries, or other remunerations paid to persons by the Contractor on work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or may be issued or promulgated under said respective laws by any duly authorized State or Federal officials; and said Contractor also agrees to indemnify and save harmless the Board of Trustees from any contributions or liability therefore.

19) EQUAL EMPLOYMENT OPPORTUNITY

In implementing the Project/Contract, the bidder/respondent may not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age or national origin. The Recipient 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, sex, disability, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

20) DISADVANTAGED BUSINESS ENTERPRISE

1. The Federal Fiscal Year goal has been set by SARTA in an attempt to match projected procurements with available qualified disadvantaged businesses. SARTA goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established by SARTA as set forth by the Department of Transportation Regulations 49 CFR Part 26, and is considered pertinent to any contract resulting from this request for proposal.

If a specific DBE goal is assigned to this contract, it will be clearly stated in the Specifications. If the Contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBE's in the work provided, SARTA may declare the Contractor noncompliant and in breach of contract. If a goal is not stated in the Special Specifications, it will be understood that no specific goal is assigned to this contract, but DBE participation is still a requirement.

- (a) Policy - In making procurements hereunder, the Authority shall serve to ensure the participation of Disadvantaged Business Enterprises (DBE), as well as contractor compliance in accordance with all applicable laws and regulations. The Authority shall use its best efforts to encourage fair and representative participation of DBEs on procurements, either as prime contractors or as subcontractors. Moreover, the Authority shall determine the opportunity for DBE participation on all procurements in the amount of \$25,000 or more, and where qualified DBEs are identified, solicitations for such procurements shall include at least one DBE among the contractors solicited.
- (b) DBE obligation - The Contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. The Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts.

- (c) Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, SARTA may declare the Contractor noncompliant and in breach of contract.
- (d) The Contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with SARTA's DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of SARTA and will be submitted to SARTA upon request.
- (e) SARTA will provide affirmative assistance as may be reasonable and necessary to assist the prime Contractor in implementing their programs for DBE participation. The assistance may include the following upon request:
 - * Identification of qualified DBEs
 - * Available listing of Minority Assistance Agencies
 - * Holding bid conferences to emphasize requirements

2. DBE Program Definitions, as used in the contract:

- (a) Disadvantaged business "means a small business concern":
 - i. Which is at least fifty-one (51%) percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least fifty-one (51%) percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
 - ii. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- or
- iii. Which is at least fifty-one (51%) percent owned by one or more women individuals, or in the case of any publicly

owned business, at least fifty-one (51%) of the stock of which is owned by one or more women individuals; and

iv. Whose management and daily business operations are controlled by one or more women individuals who own it.

(b) "Small business concern" means a small business as defined by Section 3 of the Small Business Act and Appendix B - (Section 106(c)) Determinations of Business Size.

(c) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and States (or lawfully admitted permanent residents) and who are black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or women, and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.

i. "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;

ii. "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

iii. "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

iv. "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of Pacific, and the Northern Marianas;

v. "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh.

21) DBE PARTICIPATION REQUIREMENTS

All prime or general Contractors are hereby notified that they must show that all reasonable good faith efforts were made to have DBE participation goals on this contract.

If a bidder or proposer finds it impossible to fully meet the DBE goal of this contract, the bidder must complete Schedule D: Certification of Contractor Regarding Unavailability of a Disadvantaged (Minority) Business Enterprise (DBE) accompanied by documentation showing that all reasonable good faith efforts were made toward fulfilling the goal.

All bidders or proposers are hereby notified to be responsive that they must submit with their bids or proposal, the DBE Affidavit, the Letter of Intent, and the Certificate of DBE Assurance.

For a list of qualified DBEs please visit the State of Ohio's web site at www.ohioucp.org.

Please contact James Warner, DBE Officer, (330) 430-1036, if you need assistance.

22) AWARD OF CONTRACT

The contract shall be awarded to the lowest and best overall bid meeting the minimum requirements as set forth in the specifications. SARTA will pay no interest, finance, or carrying charges on our unpaid balance. There will be no down payment or prepayment made as part of this award.

23) PATENT AND DATA RIGHTS

A. **Rights in Data** - these following requirements apply to each contract involving experimental, developmental or research work:

- (1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 CFR § 18.34 and 49 CFR § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced

under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

- (d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- (e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- (f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(h) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in

U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

(i) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - These following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary

actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

- (3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

24) INELIGIBLE CONTRACTORS/DEBARMENT AND SUSPENSION

Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, SARTA may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to SARTA if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction", "participant", "persons", "lower tier covered transaction", "principal", "proposal" and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29].
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into. It shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended,

declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by SARTA.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction. In addition to all remedies available to the Federal Government, SARTA may pursue available remedies including suspension and/or debarment.

<This affidavit must be on the form provided by SARTA, which is enclosed with this bid package>

25) BUY AMERICAN (not applicable for this procurement)

26) AUDIT AND INSPECTION OF RECORDS

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 CFR 18.36(i), the Contractor agrees to

provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 CFR 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where any Purchaser which is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
4. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
5. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

6. FTA does not require the inclusion of these requirements in subcontracts.

27) SUBCONTRACT APPROVAL

Any subcontract the bidder may wish to enter into must be approved by prior to the execution of the subcontract, and all the requirements of the FTA third party contracts must be included within said subcontracts to gain approval of SARTA.

28) OWNERSHIP OF DOCUMENTS

SARTA and FTA will become owners of all documents prepared by the bidder upon payment for same by SARTA, except any documents which may be protected by patent, lease or other written documents which provides proof of ownership.

29) AMENDMENTS TO THE CONTRACT

This agreement may be amended at any time, providing any amendment by staff follows SARTA's change order policy.

30) CARGO PREFERENCE (WHERE APPLICABLE)

The Contractor agrees:

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

- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.
- d. requires Contractors and subcontractors at every tier to use United States-flag air carriers, to the extent service by these carriers is available. When the contract may involve the international transportation of goods, equipment, or personnel by air, the contract must. 49 U.S.C. 40118 and 4 CFR Part 52.

31) ENVIRONMENTAL, RESOURCE CONSERVATION, AND ENERGY REQUIREMENTS

The Contractor and all of its subcontractors shall recognize mandatory standards and policies relating to the following requirements:

Energy Requirements

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

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 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.

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.

Recovered Materials

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

32) SEISMIC SAFETY REQUIREMENTS

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

33) TERMINATE/BREACH OF CONTRACT

a. Termination for Convenience (General Provision) SARTA may terminate this contract, in whole or in part, at any time with 30 days prior written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract closeout 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 the SARTA directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule. If the contract is for services, the Contractor fails to perform in the manner

called for in the contract. 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.

If it is later determined by SARTA that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, SARTA, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- c. Opportunity to Cure (General Provision)** SARTA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to SARTA's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor or written notice from SARTA setting forth the nature of said breach or default, 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 its sureties for said breach or default.

- d. 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.

- e. Termination for Convenience (Professional or Transit Service Contracts)** SARTA, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, SARTA shall be liable only for payment under the payment provisions

of this contract for services rendered before the effective date of termination.

- f. Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, SARTA may terminate this contract for default. SARTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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

- g. Termination for Default (Transportation Services)** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, SARTA may terminate this contract for default. SARTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of SARTA's goods, the Contractor shall, upon direction of SARTA, protect and preserve the goods until surrendered to the 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.

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

- h. Termination for Default (Construction)** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time

specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, SARTA may terminate this contract for default. SARTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, SARTA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to SARTA resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by SARTA in completing the work.

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

1. 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 SARTA, acts of another Contractor in the performance of a contract with SARTA, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. the Contractor, within ten (10) days from the beginning of any delay, notifies 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 SARTA.

- i. Termination for Convenience or Default (Architect and Engineering)** SARTA may terminate this contract in whole or in part, for SARTA's convenience or because of the failure of the Contractor to fulfill the contract obligations. SARTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of

the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

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

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

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

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

If the termination is for the convenience of SARTA, the Contractor shall be paid its contract closeout costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, SARTA determines that the Contractor has an excusable reason for not

performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the Contractor, SARTA, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

34) TIE-BREAKING

In the event of a tie, SARTA shall award to the firm: 1) with the largest labor surplus in its metropolitan area; 2) the highest DBE participant; or 3) a business registered as a small business with the Small Business Administration.

In the event of a tie and after the aforementioned, straws shall be drawn with the award to the Contractor/bidder drawing the short straw.

35) RIGHT TO PERFORM PRE-AWARD SURVEY

SARTA retains the right to review the apparent low Contractor's production schedule and past delivery performance to determine responsibility.

36) RIGHT TO VERIFY PROPOSAL - SINGLE BID

SARTA shall verify proposals in the event of a single bid response, which shall automatically convert this solicitation to a negotiated purchase, which shall require the Contractor/bidder to negotiate a fair and equitable price. SARTA retains the right to request certifiable/cost analysis data, which the bidder must provide.

37) RIGHT TO AUDIT

SARTA retains the right to audit the Contractor/bidder's proposal to determine that prices proposed are fair and equitable.

38) RIGHT TO ADJUST COST

If SARTA determines during the life of the contract that data submitted by the Contractor/bidder is not current, incomplete, or is inaccurate, SARTA and Contractor shall negotiate a mutually agreeable adjustment in cost.

39) CONTRACT CHANGE ORDERS

Change Orders are contract amendments altering the scope, price, or schedule of the original contract. Approval of change orders shall be in accordance with the provisions of Sec. 8.0 of this Policy. The Board of Trustees may, for any specific contract or project, delegate its change order authority to specific officers or employees, at specified dollar levels. No work under a change order may be authorized prior to such approval, except upon the written direction of the Executive Director. A cardinal change, or sometimes informally referred to as a “tag-on,” is a significant change in contract work (property or services) that causes a major deviation from the original purpose of the work or the intended method of achievement, or causes a revision of contract work so extensive, significant, or cumulative that, in effect, the contractor is required to perform very different work from that described in the original contract. Cardinal changes are considered new procurements, and are subject to the appropriate provisions of this policy regarding non-competitive procurements.

40) DEVIATION FROM SPECIFICATIONS (not applicable for this procurement)

41) 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 Director of Finance & Administration must notify the FTA of the protest prior to the award. Protests after announcement of a proposed award may address the basis for selection or rejection of a bidder or proposer. Protests following action by the Board of Trustees may address only the procedure by which the Board accepted the bid or proposal. The protestor must have a substantial economic interest in the procurement. Protests shall be in writing, and in sufficient detail to permit an evaluation and response. Protests shall be decided by the Executive Director whose decision shall be final.

42) INVOICING

All requests for payment shall be mailed to:

Accounts Payable
Stark Area Regional Transit Authority
1600 Gateway Blvd. SE
Canton, OH 44707

NOTE: No finance charges shall be paid by SARTA, and payment will be made in a reasonable length of time after approval of the SARTA Board of Trustees and receipt of funds from FTA or the State of Ohio, where applicable. There will be no prepayments or down payments made on this procurement.

43) DELINQUENT PERSONAL PROPERTY STATEMENT

Each Contractor is required to submit with its proposal a statement affirmed under oath that they are not charged at the time of bid was submitted with any delinquent personal property taxes on the general tax list of personal property in Stark County, Ohio. Bidder shall indicate if applicable, the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, copy of the statement shall be transmitted to the county treasurer within thirty (30) calendar days of the date it is reviewed.

<This affidavit must be on the form provided by SARTA, which is enclosed with this bid package>

44) DISCLOSURE OF LOBBYING ACTIVITIES

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.

<This affidavit must be on the form provided by SARTA, which is enclosed with this bid package>

45) NO GOVERNMENT OBLIGATION TO THIRD PARTIES

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

46) USE OF FEDERAL FUNDS

Please note that federal funds will be used with regard to this specification. The Federal Transit Administration has awarded a grant contract to SARTA to provide the federal share of the equipment and/or services to be purchased within this specification.

47) DRUG AND ALCOHOL TESTING (not applicable for this procurement)

48) TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS (not applicable for this procurement)

49) SCHOOL BUS REQUIREMENTS (not applicable for this procurement)

50) RECORD RETENTION

SARTA requires the successful bidder to retain in its files of business activity its records SARTA for a period of three (3) years per 49 CFR § 18.36 (i) (11).

51) PRE-AWARD AND POST-DELIVERY AUDIT (not applicable for this procurement)

52) CIVIL RIGHTS

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the

following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- (b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - (c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR 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.

53) NOTICE OF FEDERAL REQUIREMENTS

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 Agreement (Form FTA MA (2) dated October, 1995) between Purchaser and FTA , as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

54) AMERICANS WITH DISABILITIES ACT

The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA) 42 USC § 11401 et seq: Section 504 of the Rehabilitation Act of 1973, as amended, 19 USC § 792, 49 USC § 5301(d); and the Federal Regulations including any amendments thereto: 49 CFR Part 27, 49 CFR Part 38; 28 CFR Part 35; 28 CFR Part 36; 41 CFR Subpart 101-19; 29 CFR Part 1630; 47 CFR Part 64, Subpart F; and 49 CFR Part 609.

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

56) PRIVACY

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- (2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

57) LABOR PROVISIONS

Pursuant to Department of Labor regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR, Part 5, and pertaining to all federally-assisted non-construction contracts of \$2,500 let by THE AUTHORITY, the affected Contractor shall comply with the following provisions:

- a. **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 work week in which he or she is employed on such work, to work in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such work week, unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1 1/2) the basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day

or in excess of forty (40) hours in such work week, whichever is greater.

b. **Violation; liability for unpaid wages; liquidated damages.**

In the event of any violation of the clause set forth in Subparagraph (b) (1), 29 CFR, Section 5.5, 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 (in the case of work done under contract for the District of Columbia or a Territory, to such District or to such Territory) 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 Subparagraph (b) (1) of 29 CFR, Section 5.5, in the sum of ten (\$10) dollars for each calendar day in which such individual was required or permitted to work in excess of eight (8) hours or in excess of the standard work week of forty (40) hours without payment of the overtime wages required by the clause set forth in Subparagraph (b) (1) of 29 CFR, Section 5.5.

c. **Withholding for Unpaid for Unpaid Wage and Liquid Damages.**

DOT or the recipient 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 price 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 Subparagraph (b) (2) of 29 CFR, Section 5.5.

d. **Subcontracts.**

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subsections A through D 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 subsections A through D of this Section.

e. **Non-Construction Contracts.** In addition to the clauses contained in 29 CFR, Section 5.5 (b) or subsections A-D of this Section, in any contract subject only to the contract work hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR, Section 5.1, THE AUTHORITY shall insert a clause requiring that the Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, Social Security Number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, THE AUTHORITY shall require the Contracting Officer to insert in any such contract a clause providing that the records to be maintained under this subsection shall be made available by the Contractor or subcontractor for inspection, copying or transcription by authorized representatives of DOT and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

58) LIQUIDATED DAMAGES (not applicable for this procurement)

59) 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 sub-recipients 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.

60) CHARTER BUS (not applicable for this procurement)

- 61) BUS TESTING (not applicable for this procurement)
- 62) ASSIGNMENT OF OPTIONS (not applicable for this procurement)
- 63) INSURANCE AND TAXES

The Proposer shall obtain and maintain in full force and effect throughout the term of the Contract, such insurance and Workers Compensation Insurance as set forth herein. The Proposer shall assume full financial responsibility for its personnel, including all deductions of Social Security and withholding taxes and required contributions to state and federal unemployment compensation funds. Awarded Proposer shall include all Subcontractors as insured under its policies or shall furnish separate certificates or endorsements for each Subcontractor. All Subcontractors shall be subject to all of the requirements stated herein.

Proposer shall provide Certificates of Insurance evidencing such coverage to SARTA before the commencement of any work under any Contract resulting from this proposal.

- A. Comprehensive General Broad Form or Commercial General Liability: \$1,000,000 combined single limits per occurrence and \$1,000,000 annual aggregate covering bodily injury, personal injury and property damage.
- B. Automotive Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage, or split limits of \$500,000 per person/\$1,000,000 per accident for bodily injury and \$250,000 per accident for property damage.

SARTA and its officers, employees and agents shall be endorsed to above policies as Additional Insured for such liability as may be incurred on the performance of any Contract resulting from this proposal.

- C. Workers' Compensation Statutory coverage, if and as required according to the State Labor Code, including Employers' Liability limits of \$1,000,000 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against SARTA.

Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A: VII or higher. Lower rated, or approved but not

admitted insurers, may be accepted if prior approval is given by SARTA's Executive Director.

Each of the above-required policies shall be endorsed to provide SARTA with thirty (30) days prior written notice of cancellation. SARTA is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of the awarded Proposer to furnish insurance during the term of any Contract resulting from this proposal.

These requirements assume that standard insurance policy forms, terms, and conditions will apply to cover the expected risk exposures for the intended Scope of Work. Additional qualifying policy conditions or special endorsements may be specified in a Contract resulting from this proposal depending on the final Scope of Work agreed on by SARTA and the awarded Proposer. Insurance questions may be directed to SARTA's Executive Director for response.

64) INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any SARTA requests which would cause SARTA to be in violation of the FTA terms and conditions.

65) PUBLIC RECORDS

Under State of Ohio law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this Request for Proposals (the "documents") become a public record upon submission to SARTA, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law.

66) GRATUITIES

Neither the Proposer, nor any person, firm, or corporation employed by the Proposer shall give directly or indirectly, to any employee or agent of SARTA, any gift, money, or anything of value, or any promise, obligation, or contract for future reward or compensation, during the proposal process or during the performance of any contract period resulting from this proposal.

67) GOVERNING LAW

The Agreement, which may ensue under this solicitation, shall be governed exclusively by the federal laws of the United States of America and the laws of the State. THIS AGREEMENT WILL NOT BE GOVERNED BY THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS OR BY THE PROVISIONS OF ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE, THE APPLICATION OF WHICH IS EXPRESSLY EXCLUDED.

The laws of the State shall govern the rights, obligations, and remedies of the parties. Whenever there is no applicable state statute or decisional precedent governing the interpretation of, or disputes arising under or related to, this contract, then Federal common law, including the law developed by Federal boards of contract appeals, the United States Claims court (formerly the Court of Claims), and the Comptroller General of the United States, shall govern. Venue of any action shall lie exclusively in the County of Stark, Ohio. This is the complete agreement between the parties. If any provision of the contract is found to be invalid or unenforceable, the remaining provisions shall not be impaired.

Should either party institute any action to enforce this Agreement, or any provision hereof, the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including reasonable attorney's fees.

68) DECLARATION REGARDING MATERIAL ASSISTANCE/NON-ASSISTANCE TO A TERRORIST ORGANIZATION (DMA)

Pursuant to the Ohio Revised Code Sections 2909.32, 2909.33 and 2909.34, the applicant must complete and submit a DMA form with their application for all contracts greater than \$100,000.

For additional information visit the Ohio Homeland Security website at www.homelandsecurity.ohio.gov/dma.asp.

<This affidavit must be on the form provided by SARTA, which is enclosed with this bid package>

THE FOLLOWING PAGES MUST
BE FILLED OUT COMPLETELY
BY THE BIDDER:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- Lower Tier Covered Transaction

- (1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 CFR § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The bidder respondent and all subcontractors hereby certify that he/she has not been debarred or suspended from participation in Federal contracts. Please note - separate certification may be photo copied and submitted by each subcontractor. (Pursuant to 49 CFR, Part 29)

CERTIFIED (Contractor)

CERTIFIED (Sub-Contractor(s))

Company

Signed By

Name & Title

Date

Company

Signed By

Name & Title

Date

DELINQUENT PERSONAL PROPERTY STATEMENT

_____, hereby affirms under oath, pursuant to Ohio Revised Code Section 5719.042, that at the time the bid was submitted by _____ (company) was/was not (please circle one) charged with delinquent personal property taxes on the General Tax List of Personal Property for Stark County, Ohio.

If such charge for delinquent personal property tax exists on the General Tax List of Personal Property for Stark County, Ohio, the amount of such due and unpaid delinquent taxes, including due and unpaid 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. If a contract is entered into, a copy of this statement shall also be incorporated into the contract between SARTA and the bidder 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 *

\$ Penalties *

\$ Interest *

\$ Total *

Company

Signed By

Name & Title

Date

State of _____

County of _____

SWORN TO BEFORE ME THIS _____ DAY OF _____,
20__.

NOTARY PUBLIC

SEAL

MY COMMISSION EXPIRES

* Mark "N/A" if not applicable

(To be submitted with a bid or offer exceeding \$100,000)

Ohio Department of Public Safety

Division of Homeland Security
www.homelandsecurity.ohio.gov

GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NON-ASSISTANCE 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 statement 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. Response must be truthful to the best of your knowledge.

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

4. Have you solicited any individual for membership in an organization of 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 of 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 of the U. S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carry 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 failure to answer “no” to any question on this declaration shall serve as a disclose 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 the first page of this declaration.

X

Signature

Date

DISCLOSURE OF LOBBYING ACTIVITIES

The undersigned [Contractor] 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). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or 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.

Executed this _____ day of _____, 20____.

Name of Bidder

Address

City/State/Zip

Name of Contractor's Authorized Official

Signature of Contractor's Authorized Official

Title of Contractor's Authorized Official

MUST BE COMPLETED BY BIDDER

NOTE

The bidder hereby agrees that the Executive Director/CEO of the Authority has the right to reject any and 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 and best bid.

NAME OF BUSINESS

ADDRESS

CITY, STATE, ZIP CODE

SIGNATURE OF OFFICER, PARTNER, OR OWNER

NAME AND TITLE

MUST BE COMPLETED BY BIDDER

NON-COLLUSION AFFIDAVIT

This affidavit is to be filled out and executed by the bidder; if a corporation makes the bid, then by its properly executed agent. The name of the individual swearing to the affidavit should always appear on the line marked "Name of Affidavit." The affidavit's capacity, when a partner or officer of a corporation, should be inserted on lines marked "Capacity." The affidavit should sign individual name at end not partnership or corporation name, and swear to said affidavit before a notary public, who must attach his/her seal.

State of: _____,

County of: _____,

I, _____ being first duly sworn, do hereby state that
(Name of Affidavit)

I am _____ of _____
(Capacity) (Name of Firm, Partnership, Corporation)

whose business is _____

and who resides at _____

and that _____
(Give names of all persons, firms, or corporation interested in the bid)

is/are the only person(s) with me/us in the profits of the herein contained contract; that the contract is made without any connection or interest in the profits thereof with any persons making any bid or proposal for said work; that the said contract is on my/our part, in all respects fair and without collusion or fraud, and also that no members of the Board of Trustees, head of any department or bureau, or employee therein, or any employee of the Authority, is directly or indirectly interested therein.

SIGNATURE OF AFFIDAVIT

SWORN TO BEFORE ME THIS _____ DAY OF _____, 20__.

NOTARY PUBLIC

SEAL

MY COMMISSION EXPIRES

NOTE:

Failure to complete the following DBE forms will result in non-compliance and result in a “No Bid” from your firm.

The bidder is to fill out the following forms:

- 1) AFFIDAVIT OF COMPLIANCE (only if the bidder is a DBE firm)
- 2) CERTIFICATE OF DBE ASSURANCE
- 3) SCHEDULE D (if there are no DBE firms available)

Any DBE subcontracted firm are to fill out the following forms:

- 1) AFFIDAVIT OF COMPLIANCE
- 2) LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

TO BE FILLED OUT ONLY BY GENERAL BIDDERS THAT ARE
DISADVANTAGED BUSINESS ENTERPRISE
OR SUBCONTRACTORS WHO ARE DBE.

AFFIDAVIT OF COMPLIANCE

DISADVANTAGED BUSINESS ENTERPRISE

State of _____

County of _____

I hereby declare and affirm, that I am the _____
(State Title)
and duly authorized representative of _____
(State Name of Firm)
whose address is _____

I hereby declare and affirm that I am a Disadvantaged Business Enterprise (DBE) as defined by the specifications and that I will provide information requested by the Stark Area Regional Transit Authority to document this fact.

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

DATE _____
SIGNATURE OF AFFIANT _____

On this _____ day of _____, 20__, before me the above named officer appeared, known

to me to be _____ and the person described in the foregoing Affidavit and

that he/she did execute the same in the capacity therein stated and for the purpose stated.

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

NOTARY PUBLIC

(SEAL)

COMMISSION EXPIRES

The following must be executed by the DBE who is being used as a sub-contractor:

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

The undersigned intends to perform work in connection with the specifications for the SARTA (Stark Area Regional Transit Authority) as (please check one):

_____ a individual _____ a partnership _____ a corporation _____ a joint venture

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.

WORK ITEM(S)	PROJECTED COMMENCEMENT DATE	PROJECTED COMPLETION DATE
_____	_____	_____
_____	_____	_____

_____ % of the dollar value of the subcontract will be sublet and/or awarded to non-disadvantaged Contractors and/or non-disadvantaged suppliers. The under signed will enter into a formal agreement for the work with you conditioned upon your execution of a contract with the Stark Area Regional Transit Authority. No Agreement has been entered into between the above-named bidder and DBE subcontractors wherein the below-named DBE subcontractor has promised not to provide subcontracting quotations to other bidders and Proposers.

Disadvantaged Contractor Business Name

Address

City/State/Zip

Name of Officer for DBE firm

Signature of Authorized Official

Title of Officer for DBE firm

DATE

Phone Number

Fax Number

Email Address

CERTIFICATE OF DBE ASSURANCE

In connection with the contract to be awarded as a result of the invitation to bid issued by the Stark Area Regional Transit Authority:

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 not established a goal for 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 Subcontractor.

Prior to the execution of the contract, I understand that this company may not remain in competition unless the required documents are submitted or this company has met the DBE requirements as defined in Section 21 of this bid specification.

NAME OF PRIME CONTRACTOR

SIGNED BY

NAME AND TITLE

SCHEDULE D:

CERTIFICATION OF CONTRACTOR REGARDING UNAVAILABILITY OF A DISADVANTAGED BUSINESS ENTERPRISE

NAME OF PROJECT _____

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 DBE signature.

I, _____, _____ of
(TITLE)

_____, certify that on _____
(PRIME OR GENERAL BIDDER) (DATE)

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

DBE CONTRACTOR	WORK ITEMS SOUGHT	FORM OF BID SOUGHT, I.E., 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 OF RELIEF FOR BIDDERS

If a bidder finds it impossible fully to meet the DBE goal of this contract, the bidder must request and 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 be limited to:

- (1) Attendance at the pre-bid conference if scheduled.
- (2) The Contractor's general affirmative action policies regarding the utilization of DBEs.
- (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 bids are due. (SARTA will provide list upon request.)
- (5) Direction negotiation with DBE for specific sub-bids; the actions 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 including name, address, and telephone numbers of DBEs who were contacted; a description of the information provided to DBEs regarding the plans and specifications for 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 selected 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 contracted but which the bidder considers to be not qualified, a detailed statement of the reasons 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 production and delivery as specified in the contract.

Information must be submitted, in affidavit form, stating the reasons, based on research, why DBE's participation will not be practically impossible to the extent of this contract.

BIDDERS LIST

In order to comply with 49 CFR Part 26, the DOT DBE rule. Bidders are requested to complete the following information for **ALL** Contractors and Sub-contractors (including Sub-contractors contacted but not part of the Primes final proposal).

If you wish this information to made proprietary please initial _____ and submit with bid in a sealed envelope separate from the main proposal.

Name Address	DBE status (Y/N)	Age of firm	Annual gross receipts of firm(s) (Circle letter)
Bidder:			
_____	_____	___	(A) (B) (C) (D) (E)

Subs:			
_____	_____	___	(A) (B) (C) (D) (E)

_____	_____	___	(A) (B) (C) (D) (E)

_____	_____	___	(A) (B) (C) (D) (E)

_____ (A) (B) (C) (D) (E)

Annual gross receipts legend: (A) less than \$500,000 (B) \$500,000 to \$1,000,000 (C)
\$1,000,000 to \$5,000,000 (D) \$5,000,000 to \$100,000,000 (E) Over \$100,000,000

SPECIFICATIONS

Transit Planning Assistance

Introduction

Stark Area Regional Transit Authority (SARTA) has undergone significant changes in the last several years. On September 6, 2009, after alarming declines in sales tax revenue, SARTA made the largest service cut in our history, eliminated Sunday and holiday service, reduced the frequency on even our busiest routes, and eliminated 18 positions. Since 2000, State funding has been cut by 60%, federal operating assistance eliminated, and fuel costs dramatically increased.

2009 has presented SARTA with new problems. Sales tax revenues which constitute approximately 75% of SARTA's operating revenues are down due to the struggling local economy. We strive to provide the needed services to our riding public while facing a reduced budget.

These trends created a situation where major cuts were needed without additional resources. In addition, Stark County voters are requesting public transportation services that SARTA cannot afford to provide. The existing .25% levy (passed in 2006) will expire in 2012. SARTA's annual budget is currently \$15 million but is not satisfying all of the transportation needs of Stark County. Our community's needs and demographics have changed as residents' average age increases.

Prior Planning Documents

SARTA along with SCATS recently completed a Regional Human Services Transportation Coordination Study. This study was required by SAFETEA-LU as part of the three fund programs. A recommendation emerging from the study was that Stark County has significant gaps and needs in transportation alternatives for the public.

In October of 2008, a passenger survey was conducted by RLS and Associates for SARTA to investigate route data, demographic information, passenger counts, and gather passenger feedback on services.

In 2008, SARTA completed its last Transit Development Plan (TDP). Little of the TDP was actually implemented because of the agency's financial problems and service cuts. The plan recommended fleet replacement, a transit center in the Belden Village area, and upgraded communications/technology. No service recommendations were included.

Summary Scope of Work requested:

SARTA is seeking technical assistance in updating our Transit Development Plan, conducting community outreach, analysis of current services, and designing new services.

Public Outreach

The outreach will include businesses, community leaders, elected officials, local colleges, and the private sector should be involved. Also, all agencies that purchase tickets and passes on a regular basis should be contacted. It should be done through surveys, informational meetings, and individual interviews. The participants should include at a minimum the following questions; (1) what transportation needs do you or your organization have, (2) what services should be provided, (3) what modifications should be made to the existing transit system, (4) what do you think should be done differently or improved, and (5) what barriers keep you or your organization from using transit.

As part of the outreach, the consultant will conduct two rounds of public input meetings with three meetings per round. The first round will be at the start of the project and the second round will be mid-point of the process. A final capstone event will be held to announce the plan recommendations. The consultant will assist SARTA with this presentation.

A mail in survey of Human Resource Directors or Chief Executive Officers of employers in downtown area of the cities of Canton, Alliance, Massillon, and North Canton should be conducted. There should also be a mail in survey of all of the major retail and shopping areas throughout Stark County. Information needs to be gathered on shift times, numbers of employees, and their knowledge of transit. Follow-up visits should be made to interested employers to gather additional information.

Internal Review

In addition our own employees should be surveyed. The consultant should perform some type of internal quality survey and conduct input sessions. The type of input gathered by the effort should include at a minimum the following questions; (1) what would you change about SARTA; (2) what do you think we are doing correctly (3); what do you

think we are doing wrong; (4) what routes or services need changed; (5) what routes or services have poor performance; (6) where should routes go; (7) do you ride the bus (8) why or why not? (9) Is there anything else we should know?

Future Services

As part of the analysis of service needs the plan should examine the need for *intra* community trips as well as *inter* community trips analyzing where people in each individual community want and need to go. Specifically, the plan should evaluate the need for cross town services, interlining routes, and local routes.

The consultant should consider fuel costs, employment locations, and other demographic and economic trends when evaluating transportation needs. The issues of frequency and route patterns should also be evaluated. Depending on the level of activity, the consultant should recommend what type of passenger facilities should be provided at each location.

The proposal should also recommend and review SARTA's current capital needs and bus replacement schedule. As service expands, passenger amenities, vehicles, transfer points, and transit centers will be needed. The consultant should recommend a capital plan, keeping in mind potential limitations in federal and local funding.

Schedule Review

This task will be to review the proposed schedules for service throughout Stark County. The schedules should be reviewed for such items as operating efficiency, capacity, headway, coverage and any other items that could be used to assist in service planning, with an emphasis on potential intersecting route analysis to improve route timing and reduce the current ride time for current riders. Scheduling recommendations should be provided to facilitate passenger transfers at common time points between routes.

Five Year Plan

The Bidder in this task will recommend a five year operating and capital budget to project the funding needs to maintain the current level of service and potential service additions that are being recommended as part of the operating plan, and prioritize these recommendations.

The plan should outline three separate recommendations based on projections of future sales tax revenue:

1. Recommendations if sales tax revenue remains flat at .25%
2. Recommendations based on a .25% increase in sales tax revenue to .5%
3. Recommendations based on a declining .25% sales tax.

The plan will also show the capital cost for buses and infrastructure to handle the increase in the service.

The plan will consider all input, needs, and community wants for public transportation as our community moves forward.

Summary of Task Request

SARTA requires the following tasks to be provided by the successful consultant:

- Conduct public outreach and gather community input and feedback on SARTA;
- Conduct internal employee perceptions and needs review;
- Provide technical support for an on/off passenger count;
- Make recommendations for future services. This should include a conceptual design of each service and priority list for any changes;
- Evaluate the potential of a high level, Bus Rapid Transit application in the Mahoning Road Corridor with an origin destination of the SARTA Cornerstone Transfer Station and end destination of the Giant Eagle in Louisville, completed for possible application for the FTA Small Start program;
- Review all routing and scheduling and provide recommendations to improve efficiency.
- Evaluation of our Proline and Paratransit services/
- Complete a five year capital and operating conceptual plan that provides for roll-out of any service changes that can be incorporated within requested sales tax revenue budget projections. This will be for both fixed route and Proline services.

Schedule

It is expected that the Bidder will conduct the public meetings and input process in February 2010, the second round in early April 2010, and recommendation in June 2010. During this process SARTA will also be required to conduct public meetings as part of modifying our system to change routing and service.

The remaining tasks shall be completed in a timely manner and it is expected that the Bidder will provide a finished report by July 15, 2010 and present the report (if requested by SARTA) to our Board of Trustees in late July 2010.

PROPOSAL

PROPOSAL

The Stark Area Regional Transit Authority (SARTA) reserves the right to reject any and/or all proposals and to rebid at any time. Only one (1) contract will be awarded. Bidder responding agrees to furnish to SARTA the product as specified within the specifications.

Please put together a four part proposal. The first part should be a narrative about the service plan being proposed. The second part should be the cost proposal. The third part should be a short narrative about the Bidder and the fourth part should list references.

Part I: Service Plan Proposal

Bidder shall provide details about the Transit Planning Assistance being proposed. The proposal should be very specific on how the Bidder plans on completing the tasks as outlined in this document. The proposal should include a time line for the whole process with major milestones and tasks highlighted.

The proposal should also include a breakdown on the number of hours associated with each task of the proposal. Please note this contract will be a firm fixed contract.

Provide the name, address, phone and email address for the person that will be the main contact for this proposal.

Part II: Cost proposal

In the cost proposal the Bidder should put together a proposal that reflects all cost components. (Note: SARTA is sales tax exempt and a tax exempt form can be provided)

The cost proposal should cover all expenses, which should include any travel expense, phone usage, etc. The Bidder should break out the different costs in their proposal to assist SARTA in the evaluation of the proposal.

The total proposed cost will be used as part of evaluating the proposal.

Make sure to sign and date your cost proposal submittal and all required forms.

Part III: Firm Qualification/History

The Bidder shall provide a short narrative about the history of the firm, qualifications of the firm in Transit Planning that supports their proposal. The bidder should also include anything else in this part to provide SARTA information that would assist in evaluating the firm. The Bidder should identify and supply qualifications of their lead employee for this project.

Part IV: References

The Bidder should include a list of three companies that are current/recent customers with service and size comparable to SARTA. This list should include company name, address, contact name, phone number and email address.