

REQUEST FOR QUOTES

Vending Services

STARK AREA REGIONAL  
TRANSIT AUTHORITY

1600 GATEWAY BLVD SE

CANTON, OHIO

DUE DATE:

DECEMBER 7, 2009

If you have any questions, please contact Charles Koppes  
at  
(330) 454-6132, ext.541.

Friday, November 20, 2009

Prospective Proposers:

Re: **Vending Services**

The Stark Area Regional Transit Authority (SARTA) transmits herewith a Request for Quotes (RFQ) for the procurement referenced above.

The DBE percentage goal for this procurement is ten percent (10%).

Quotes for this procurement will be received until **4:00 p.m., SARTA Time, Monday, December 7, 2009**, at the location noted below. Quotes received after the designated time or at any other than the designated location will not be accepted. Proposals shall be submitted to:

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

All communications regarding this procurement, including requests for clarification, shall be directed to:

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

**or**

Carole Kuczynski, Director, Finance & Administration  
Phone: (330) 477-2782, ext. 521.  
Faxed: (330) 454-5476  
Email: [ckuczynski@sartaonline.com](mailto:ckuczynski@sartaonline.com)

All questions shall be submitted in writing. The deadline for questions is **4:00 p.m., Wednesday, December 2, 2009**. Any questions submitted after the deadline will not be answered.

All necessary instructions are included in this RFQ and should be followed with care.

Charles W. Koppes  
Procurement Administrator

Attachments

## **Introduction**

SARTA requests quotes to contract with a vendor to provide vending services for all SARTA locations.

The selected vendor shall provide food, beverage, equipment and supplies for the use of SARTA employees at all SARTA locations.

## **SCOPE OF SERVICES**

The selected vendor shall provide food and beverage vending machines and supplies, including, but not limited to, food (including healthy options), beverages. All perishable food and beverages will be expiration dated. Supplies, including microwave ovens and change machines will be provided where applicable. Vendors shall provide, as part of their proposal, a list of food and beverage options for SARTA review.

SARTA shall supply electrical power and water to the vending areas, but the vendor shall be responsible for installation of the equipment. The vendor is also responsible for leveling and anchoring all equipment as necessary to ensure a safe installation.

The vendor will provide name brand products of the highest quality in all food and beverage machines, restocking as needed, but not less than once a week. Maintenance will be performed in a timely manner. Any machine out of order will be repaired or replaced within 24 hours of notification to vendor. Vendors will be required to remove/dispose of any unused materials used in restocking the machines (i.e. cardboard boxes, wrappers, etc.). SARTA shall not be responsible for any vandalism/damage to any part of the machines. Prices shall be maintained for a minimum of one hundred eighty (180) days and shall not increase without prior written notification to SARTA's Procurement Administrator.

Attached is a current list, by location, of the vending machines and related service equipment, and supplies presently in use at SARTA facilities. All current machines/equipment will be removed by the existing vendor and replaced with new by the newly selected vendor. All existing equipment will be replaced with like type (i.e. pop machine for pop machine, candy machine for candy machine, etc.). Changes of the type of equipment required may be made in the future with SARTA approval.

At the conclusion of the contract, the vendor shall remove all equipment at his or her own expense.

The Contract will be awarded in one (1) year increments. SARTA may, at its option, elect to offer separate contracts for the vending services and the furnishing of supplies.

## SARTA Vending Locations:

### Gateway Facility

Employee Lounge & Maintenance break room  
1600 Gateway Blvd SE, Canton, OH 44707

### Cornerstone Facility

112 Cherry Avenue SE, Canton, OH 44702

### Massillon Facility

41 South Erie Street, Massillon, OH 44646

### Alliance Facility

10 Prospect Street, Alliance, OH 44601

Below is a list of equipment currently used to service our facility. New equipment is requested, however slightly used equipment is acceptable. We reserve the right to reject equipment if we feel it does not meet this requirement.

### Gateway Facility

#### Employee Lounge

One (1) pop/water machine  
One (1) snack machine  
One (1) coin changer

#### Maintenance Break Room

One (1) pop/water machine  
One (1) snack machine  
One (1) water cooler  
In-line water filter maintenance to water cooler

#### Service Department

One (1) water cooler  
In-line water filter maintenance to water cooler

#### Administrative 1<sup>st</sup> Floor

One (1) water cooler  
In-line water filter maintenance to coffee machine

#### Administrative 2<sup>nd</sup> Floor

In-line water filter maintenance to coffee machine

### Cornerstone/Massillon/ Alliance Facilities

One (1) pop/water machine  
One (1) snack machine

In addition to the above vending machines and water coolers, the following supplies are currently maintained:

Products	Gateway Employee Lounge	Gateway Workstation 111	Gateway 2 <sup>nd</sup> Floor	Gateway Maintenance Break Room
Distillata Water Cooler	x	x	x	x
Crystal Light	x	x	x	x
Tea	x	x	x	x
Creamer	x	x	x	x
Sugar & Splenda	x	x	x	x
Continental	x	x	x	x
Cocoa (sugar free/regular)	x	x	x	x
10 oz cups	x	x	x	x
12 oz cups	x	x	x	x
French Vanilla Creamer	x	x	x	x

Each vendor shall supply a listing including the aforementioned supplies and services and their corresponding costs. This list should include available healthy options and other vending services that are available (i.e. sandwiches, salads, etc.)

**Deadline**

Responses to this “Request for Quotes” must be received in Stark Area Regional Transit Authority Procurement Office by 4:00 p.m. on December 7, 2009. However, should the pricing be deemed inadequate or otherwise unacceptable by the Authority, additional responses may be sought.

SARTA makes no special provision for specifically collecting mail for this project prior to the 4:00 p.m. deadline. Proposals submitted by mail should, therefore, be mailed in ample time to arrive at SARTA before the actual due date. SARTA shall not be liable for checking mail immediately prior to the time of opening. Any proposals received after the deadline will be returned unopened.

To ensure proper identification and handling, mark in the lower left-hand corner of the envelope: **Vending Services**

Quotes must be mailed, emailed, faxed or delivered to:

Stark Area Regional Transit Authority  
 Attention: Procurement Administrator  
 1600 Gateway Blvd SE  
 Canton, OH 44707  
 Email: [ckoppes@sartaonline.com](mailto:ckoppes@sartaonline.com)  
 Fax: (330) 454-5476

## **Amendment to Solicitation**

Any amendment or modification to this Request for Quotes shall be by addendum issued by the Procurement Administrator. Any such addendum shall be acknowledged by each offeror as part of the proposal, on the forms provided. All terms and conditions of this solicitation not modified by such addendum shall remain unchanged.

SARTA reserves the right to: (1) reject any or all offers as it considers in its best interest; (2) accept an offer other than that lowest in price; and (3) waive informalities and minor irregularities in proposals. **SARTA also may award a contract on the basis of initial offers received**; therefore each initial proposal should contain the proposer's best terms from a financial and technical viewpoint.

### **Insurance**

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

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

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

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

certified mail, return receipt requested, to SARTA care of the Procurement Administrator.

- Name SARTA as an additional insured for liability coverages under “a.” and “b.” above for claims arising out of operations in conjunction with the contract
- Contain a waiver of subrogation in favor of SARTA.
- Specific reference to the subject contract
- Specific reference to all deductibles & Self Insured Retentions (SIR)

An insurance company having less than an A-X rating by The A. M. Best Company will not be considered acceptable. All certificates are subject to acceptance by SARTA. SARTA shall be entitled to receive a full copy of the insurance policy/policies upon request and reserves the right to review financial statements and approve any deductibles or SIR.

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

**V. ADDENDA ACKNOWLEDGMENT**

(include in submittal)

To: Procurement Administrator  
The Stark Area Regional Transit Authority  
1600 Gateway Blvd SE  
Canton, Ohio 44707

From: \_\_\_\_\_  
(NAME OF INDIVIDUAL OR FIRM)

\_\_\_\_\_  
(PLACE OF BUSINESS – CITY, STATE, ZIP)

Reference: **VENDING SERVICES**

The undersigned acknowledges receipt of the following addenda (list by number and Date appearing on addenda):

<b>ADDENDUM NO.</b>	<b>DATE</b>	<b>ADDENDUM NO.</b>	<b>DATE</b>

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

## **NO OBLIGATION BY FEDERAL GOVERNMENT**

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

## **AUDIT AND INSPECTION OF RECORDS**

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

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

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

## **PROGRAM FRAUD & FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the work under this Contract. Upon execution of this Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it

may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the United States Federal Government deems appropriate.

- (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions

### **FEDERAL CHANGES**

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

### **CIVIL RIGHTS REQUIREMENTS**

The following requirements apply to the underlying contract:

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

Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future activities undertaken in the course of the work under this Contract. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

### **DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION**

SARTA has received the initial certifications from Contractor that they have complied with the requirements of 49 CFR Part 26. Contractor agrees for the term of this Contract to continue to comply with said requirements, including,

but not limited to establishing annual overall goals and submit said goals for FTA approval.

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

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

#### **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

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

during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

### **Contract Work Hours and Safety Standards**

- (1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) one of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) one of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) one of this section.
- (3) **Withholding for unpaid wages and liquidated damages** - The Stark Area Regional Transit Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) two of this section.
- (4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) one through (4) four of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) one through (4) four of this section.

### **ENERGY CONSERVATION**

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

## **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.

## NOTE

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

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

**Additional forms may be required.** You will be informed of such.

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

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

Proposal/Bid # \_\_\_\_\_

Proposal/Bid Title \_\_\_\_\_

Proposer/Bidder Company Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

Contact Person \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

A. Conflict of Interest

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

B. Contingent Fees and Gratuities

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

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

Subscribed and sworn to before me \_\_\_\_\_,  
Notary Public

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in and for the State of \_\_\_\_\_,  
residing in the County of \_\_\_\_\_.

\_\_\_\_\_  
Notary Signature

Commission Expires: \_\_\_\_\_

**NON-COLLUSION BIDDING CERTIFICATE**

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

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

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Company Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

TO BE FILLED OUT ONLY BY GENERAL BIDDERS THAT ARE DISADVANTAGED BUSINESS ENTERPRISE

AFFIDAVIT OF COMPLIANCE

*DISADVANTAGED BUSINESS ENTERPRISE*

State of \_\_\_\_\_

ss.

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 SARTA to document this fact.

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

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

**CERTIFICATE OF DBE ASSURANCE**

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

I hereby certify that I am the \_\_\_\_\_  
(TITLE)

and duly authorized representative of \_\_\_\_\_  
(NAME OF FIRM)

whose address is \_\_\_\_\_.

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

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

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

Prior to the execution of the contract, I understand that this company may not remain in 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

\_\_\_\_\_  
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, \_\_\_\_\_, \_\_\_\_\_  
(PRIME OR GENERAL BIDDER) (TITLE)

of \_\_\_\_\_, certify that on \_\_\_\_\_  
(NAME OF FIRM) (DATE)

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

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

\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_\_ was offered an opportunity to bid

on the above-identified work on \_\_\_\_\_ by \_\_\_\_\_  
(DATE) (SOURCE)

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

SIGNATURE OF DBE: \_\_\_\_\_ DATE: \_\_\_\_\_

## **SCHEDULE D-1 GRANT OF RELIEF FOR BIDDERS**

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

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- (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.