REQUEST FOR PROPOSALS

MAINTENANCE OF A CNG COMPRESSOR, FUELING STATION & PUBLIC STATION

FOR

METRO REGIONAL TRANSIT AUTHORITY
AKRON, OHIO

BIDS DUE:

4:00 PM
August 06, 2020

RFP #2020-09
LEGAL NOTICE

Notice is hereby given that METRO Regional Transit Authority (METRO) is requesting proposals for:

MAINTENANCE OF A CNG COMPRESSOR, FUELING STATION AND OPERATION & MAINTENANCE OF A CNG PUBLIC STATION

Detailed specifications are available by visiting https://www.akronmetro.org/metro-financial-reports.aspx Any questions should be submitted by emailing bids@akronmetro.org. Please put RFP #2020-09 on the subject line.

All bids must be submitted in accordance with requirements set forth in this Bid documentation, and must be received in the offices of METRO on or before August 6, 2020 by 4:00 PM. There will be NO public bid opening. Bids must be mailed or dropped off at the Shipping/Receiving Door at the Kenmore Blvd location.

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 METRO Regional Transit Authority has not set a DBE goal for the procurement.

The METRO Regional Transit Authority reserves the right to solicit or to waive a new solicitation, for new bids if sufficient effort, as determined by the METRO 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.

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 METRO 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: RFP#2020-09.

Dawn Distler
Chief Executive Officer/Secretary-Treasurer

AKRON BEACON JOURNAL
July 1, 2020 and July 9, 2020
REQUEST FOR PROPOSAL (RFP)

SUBJECT: MAINTENANCE OF THE CNG COMPRESSOR, FUELING STATION/ OPERATION & MAINTENANCE OF A CNG PUBLIC STATION

DATE: July 1, 2020

PROPOSALS DUE: August 6, 2020 TIME 4:00 PM (METRO TIME)

METRO Regional Transit Authority (METRO) requests proposals for the complete maintenance of METRO’s CNG compressor, fueling station and maintenance & operation of a CNG public fueling station in accordance with specifications, terms, and conditions enclosed herewith.

The bidder must submit Three (3) copies of the proposal plus the bidder MUST submit One (1) original of the proposal with all required forms signed and One (1) signed original price proposal and it MUST be received at METRO’s Main Office by the date and time set forth above. The “Original” must be clearly marked. The envelope or package in which the proposal is submitted shall be addressed and marked as follows:

Dana L. Gibitz
METRO Regional Transit Authority
416 Kenmore Boulevard
Akron, Ohio 44301

ATTN: Maintenance CNG Station – RFP 2020-09.

METRO reserves the right to postpone, accept, or reject any or all proposals and to waive any informality in this RFP process as METRO deems in its own best interest.

Sincerely,

Dawn Distler,
Chief Executive Officer/Secretary-Treasurer
REQUEST FOR PROPOSAL
FOR THE MAINTENANCE OF THE CNG COMPRESSOR, FUELING STATION AND 
OPERATION & MAINTENANCE OF A PUBLIC CNG STATION

INSTRUCTIONS TO BIDDERS

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1. INTRODUCTION

This request for Proposal (RFP) is created for the purpose of obtaining proposals for a contract from qualified vendors for the maintenance of a CNG Compressor, fueling station and public CNG fueling station, in accordance with the specifications, terms, and conditions set forth in this RFP.

2. BACKGROUND

METRO is the public transportation provider for Summit County, Ohio. We currently operate a fleet of 231, of which 120 are powered by Compressed Natural Gas. METRO plans to replace an additional 43 buses with CNG powered buses over the next 4 years. METRO uses approximately 1 Million DGEs annually.

The CNG compressors and fueling station was completely updated in 2015 and is currently maintained by an outside company.

3. GENERAL OVERVIEW OF THE COMPETITIVE NEGOCIATION PROCESS

The basic steps of the Competitive Negotiation process are generally described as follows:

METRO prepares an RFP, which includes the Terms and Conditions and Technical Specification defining the requirements of METRO and identifies all significant evaluation factors, listed in descending order of importance.

An evaluation committee is established by METRO and will consist of representatives with sufficient technical expertise and other METRO resources as required to adequately address and evaluate proposals received.

The RFP is publicly advertised and issued to all requesters.

Offerors submit proposals in two (2) parts. The first part includes, but is not limited to technical and contractual proposal, including all required submittals. The second part includes, but is not limited to proposed price and cost data, including all required submittals. All information including the number and names of Offerors, is kept confidential, within legal constraints.

Proposers are free to offer METRO their own unique products, terms, and pricing, with the exception of terms and conditions which are required by law and regulations. The Technical Specifications provide guidance for proposers as to products desired, rather than being a specification to which offers are required to conform. This does not, however, obligate METRO to accept the products, terms, or pricing proposed. Such matter as substitutions (approved equals), variations in contract terms, and pricing are to be addressed during the evaluation, discussion, and negotiation process.

Technical proposals should identify proposed substitution or additional features with an explanation of the benefits they offer METRO. It is expected that the cost impact of these benefits will also be reflected in the cost proposal. Any change to the technical specification must have METRO’s written approval prior to contact award.

There is NO public opening of proposals. METRO will open the proposals at an appropriate time after the time specified in the RFP and will distribute them to the evaluation committee for review.

The evaluation committee will evaluate the formal proposals received and rank them in order of preference. The evaluation committee may conduct interviews with those firms determined to be within the competitive range.

METRO reserves the right to award a contract on the basis of proposals submitted without negotiation, or to reject all proposals.

Discussions will not disclose information contained in competing proposals.
A final ranking of candidates will be made and negotiations held with those firms determined to be within the competitive range.

After negotiations are concluded, Offerors are advised of a scheduled closing date and time for “Best and final offer”. METRO reserves the right to reopen negotiations after receipt of “best and final offers” if it is in the best interest of METRO. Award will be contingent on acceptance of the terms and conditions of the contract, and compliance with all required assurances.

The negotiated contract recommendation will be presented to the Board of Trustees for approval.

4. PRE-PROPOSAL CONFERENCE

METRO recommends that potential bidders conduct a site visit on the date listed below. METRO has also attached an equipment list with locations in the specifications section of this RFP.

METRO will conduct a site visit for interested bidders at 10:00 AM, Monday, July 20th, 2020. To register for this visit please contact Jarrod Hampshire, Director of Maintenance, at jarrod.hampshire@akronmetro.org or 330.808.0144.

5. AMENDMENTS TO REQUEST FOR PROPOSAL, CLARIFICATION, ADDITIONAL CORRESPONDENCE

METRO may amend this RFP at any time before the time fixed for receipt of proposals. Amendments may be for any reason deemed necessary by METRO including, without limitation, changes in quantity, quality, delivery, proposed date, procedures, base-line technical requirements, or selection criteria. Written notice of such amendments will be provided to all persons who have requested the solicitation documents.

Requests from potential proposers for clarification not resulting in an amendment to the RFP will be responded to directly to the requester and may or may not be issued to all parties in possession of solicitation documents. If responses are issued to all parties, names of those requesting the clarification issued will be maintained as confidential. Clarifications issued to all parties will be included in all subsequently issued solicitation documents.

Any correspondence, questions or requests pertaining to this procurement should be directed in writing to Dana Gibitz, Manager of Procurement, METRO RTA, 416 Kenmore Boulevard, Akron, Ohio 44301. Please make sure to put on the outside of the envelope or fax: “ATTN: RFP 2020-09 Questions”, or by emailing dana.gibitz@akronmetro.org.

No responses will be issued for requests for clarification or amendments ten calendar (10) days or less before the proposal due date.

6. LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS

Any proposal received at METRO after the exact time and date specified for receipt will not be considered.

The exact time and date (also referred to as official time) is the date and time the proposal is actually received in METRO’s office.

The only acceptable evidence to establish the date of mailing of a late proposal or modification sent either by U.S. Postal Service registered or certified mail is the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal quotation, or modification shall be processed as if mailed late.

The only acceptable evidence to establish the time and date of receipt at METRO office is the date stamp (with a hand written time) on the proposal wrapper or other documentary evidence of receipt issued by METRO.

7. INSTRUCTION FOR PROPOSAL PREPARATION

Response to this RFP shall be made in strict conformance with the following requirements. Failure to conform therewith may be cause for rejecting the proposal submitted. METRO reserves the right to waive minor discrepancies at its sole discretion. METRO also reserves the right to reject all proposals, or to award to a contract without discussion with Offerors.
In the RFP, METRO seeks solid information about the proposer’s capacity to provide the required maintenance of the CNG components (among other things) that METRO requires. Vague and lengthy discussions are not desired, nor are bulky display of irrelevant information. A carefully prepared, graphically attractive submittal will be appreciated, but elaborate artwork, printing and paper are not appropriate. METRO seeks comprehensive information regarding the offeror’s capacity to provide the required services.

The proposal is required to be presented in two (2) distinct forms of response; the first consisting of a technical proposal, and the second, a cost proposal.

The technical proposal should be specific and complete. The proposal should demonstrate a thorough understanding of the technical requirements. Legibility, clarity, and completeness of the technical approach are important.

8. FORM OF THE TECHNICAL PROPOSAL

In the interest of an equitable and expedient review process, every offeror shall use the same form and order of proposal. The format shall be an 8-1/2” x 11” size booklet with a D-ring binder, which will allow the pages to open fully and lay flat. If fold-out sheets are used, please identify.

Contents should be organized as follows:

8.1 Front Cover

Show title as follows:

MAINTENANCE OF CNG FUELING FACILITY &
PUBLIC CNG STATION
NAME OF FIRM OFFERING PROPOSAL
TECHNICAL PROPOSAL

This information and especially the firm name shall be prominently shown in large type for easy identification.

8.2 Transmittal Letter

Address to:

METRO Regional Transit Authority
416 Kenmore Boulevard
Akron, Ohio 44301
Attn: RFP 2020-09

This letter shall identify the firms participating in the proposal, state clearly the contractual relationship between them and provide the name, address and telephone number of the person that will represent the proposers in negotiating with METRO. The function of the proposed sub consultant must be clearly stated in order to be considered for the project.

8.3 Firm Qualification

In this section, METRO seeks information regarding the company’s capabilities and experience. All of these requirements must be met; therefore they are not listed in any particular order of importance. The contents of this section should include at a minimum:

a. A brief history of the firm’s experience in the maintenance of CNG fueling stations, including but not limited to information described in the scope of work/technical specifications.

b. Capabilities for customer technical assistance, including expertise and experience, any third-party certifications, typical response times for both emergency and non-emergency situations, including but not limited to other information requested in the scope of work/technical specifications.

c. Any lawsuits, claims, or disputes arising between the company and any transit agency or entity over the past three (3) years.
d. Capabilities for provision and service of replacement parts, including availability and delivery times under both emergency and non-emergency situations, including but not limited to information described in the scope of work/technical specifications.

e. Established programs for the training of both the company’s personnel and the customer’s personnel, including but not limited to programs described in the scope of work/technical specifications, including but not limited to requests described in the scope of work/technical specifications.

f. Provide a statement listing the name, address, and telephone number of responsible customers’ representatives for three (3) present or recent contracts by the proposer comparable in type and quantity to this solicitation, including but not limited to requests described in the scope of work/technical specifications.

8.4 Service Proposal

a. The Bidder is to provide information regarding the service and capabilities of the firm and the proposed plan to maintain the CNG compressors, fueling station, public station and any other key subsystems relating the CNG fueling station, including but not limited to information described in the scope of work/technical specifications.

b. The Bidder is to provide information regarding the operation of a public station. This should include a plan on how the station will be marketed to the general public and private fleets. It should also include any other relevant information the Bidder wants to present to showcase their ability to manage and operate a public CNG station, including but not limited to information described in the scope of work/technical specifications.

9. FORM OF PRICING PROPOSAL

In the interest of an equitable and expedient review process, every offeror shall use the same form and order of proposal. Pricing Proposal may be included in the same binder as the technical specifications.

Contents should be organized as follows:

9.1 Front page

Show title as follows:

MAINTENANCE OF CNG FUELING FACILITY & PUBLIC CNG STATION
NAME OF FIRM OFFERING PROPOSAL
PRICING PROPOSAL

This information and especially the firm name shall be prominently shown in large type for easy identification.

9.2 Price

METRO request that each Proposer submit a price offer, utilizing the Price Proposal form as a template, which is included with this RFP. The cost proposal part of the form can be modified to reflect the proposal.

METRO is looking for firm fixed costs for each year of the five year contract.

The price proposal should provide at least one rate structure. The Proposer may submit more than one option for METRO to choose from.

Examples of maintenance fees paid by METRO to maintain the CNG facility as outlined in this RFP.

a. A cost based on a rate per DGE or
b. A fixed monthly rate or
c. Any other method that the Proposer thinks may provide a better value to METRO

CNG Public Station – amount to be paid to METRO as a royalty/commission/fee

a. A fixed rate per DGE sold or
b. A percentage of the sale price
c. Any other method that the Proposer thinks may provide a better value to METRO
The Proposer is responsible for the collection of any taxes or fees required by the Local, State and/or Federal government and the reporting of the same.

The fee paid to METRO is above and beyond the reimbursement of the cost of the natural gas supplied to the CNG Public Station.

All prices shall be shown in United States dollars. The price offered for each item shall be full purchase price, including delivery charges, and including all premiums on bonds, labor and material costs, patent royalties and all other overhead charges of every kind and nature.

10. EVALUATION PROCESS

10.1 The proposals received by METRO will be assessed by an evaluation committee established by METRO.

10.2 Each committee member is instructed to keep the contents of proposals and committee proceedings confidential.

10.3 Upon receipt of proposals, the copies are distributed to committee members, together with scoring sheets which include the evaluation criteria and the weight assigned to each.

10.4 Following review of the proposals, each committee member completes the scoring sheets.

10.5 The committee then meets and reviews initial scoring with opportunity for members to revise their original assessments. After discussion among committee members, those proposals which are considered to be in the competitive range are identified for further evaluation. The committee may elect to award to a proposer without further discussion, or may determine that no proposer meets the needs of METRO.

10.6 Proposers identified for further consideration may be interviewed by the panel and have the opportunity to revise their proposal as a result of these discussions, after which a second round of scoring may be conducted.

10.7 Proposers remaining under consideration may then be invited to negotiate with the committee members.

10.8 At the conclusion of negotiation, best and final offers are requested from the remaining proposers. METRO staff then selects the proposal deemed to be most advantageous to METRO, price and all other factors considered. Should METRO staff still not be satisfied with any of the offers, it may re-request best and final offers from all remaining proposers or it may recommend that the solicitation be cancelled.

10.9 Should a proposer be recommended for award by the committee, the proposal will be presented to the Board of trustees for their approval. The Board of Trustees can either award or reject the contract, based upon the price and terms negotiated. If the Board of Trustees rejects the recommendation, all proposals will be rejected and, a new RFP process will be initiated.

10.10 During the evaluation process, negotiation, and selection process committee members may not disclose information from one proposer to another proposer. Except for the identity and background of the successful proposer and the contract price, all information provided by proposers remain confidential after the conclusion of the procurement process, to the extent possible by law.
STANDARD FORM OF BID
FOR THE PURCHASE OF SERVICES FOR THE MAINTENANCE
OF THE CNG COMPRESSOR, FUELING STATION & PUBLIC STATION
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1) ADVERTISEMENT FOR PROPOSALS

Advertisement for proposals for the Maintenance of the CNG COMPRESSOR, FUELING STATION and PUBLIC STATION by the METRO Regional Transit Authority (METRO) appeared in the Beacon Journal on July 1, 2020 and July 9, 2020.

2) DURATION OF CONTRACT

Duration of the proposed contract shall be for a five (5) years commencing on November 1, 2020.

3) PROPOSAL

Request for proposals for the above will be received at the Authority's general office until 4:00 PM on August 6, 2020, 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 METRO 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 METRO and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved

In submitting this Bid, it is understood and agreed by bidder that the right is reserved by METRO 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 METRO.

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 METRO, 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 METRO damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

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 METRO 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 METRO as liquidated damages.
6) PERFORMANCE/PAYMENT BOND (Not applicable for this procurement)

7) FORM OF PROPOSAL

Every proposal must be made upon the blank proposal form 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 party 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 partners must follow the firm name, using the term "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.

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.

13) WITHDRAWAL OF PROPOSAL

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

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 reserves the right to accept or reject any or all bids, and any parts of any bid. In awarding a contract, the Executive Director 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 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 METRO 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 METRO, and under the control of the Contractor, and shall relieve METRO 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 therefor.

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 METRO in an attempt to match projected procurements with available qualified disadvantaged businesses. METRO goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established by METRO 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, METRO 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 - It is the policy of the Department of Transportation and METRO that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of Contract financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 applies to this Contract.

The Contractor agrees to ensure that DBEs as defined in 49 CFR Part 26, have the maximum opportunity to participate in the whole or in part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. 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.

It is further the policy of METRO to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of METRO procurement activities is encouraged.

(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 this 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.

(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, METRO 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 METRO’s DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of METRO and will be submitted to METRO upon request.

(e) METRO 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 or meet the minimum DBE participation goals on this contract, if applicable.

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

Please contact Lori Stokes, DBE Officer, (330) 762-7267 ext 3033, if you need assistance.

<This affidavit must be on the form provided by METRO, which is enclosed with this bid package>
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. METRO 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 (Not applicable for this procurement)

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, METRO may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to METRO 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.


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 METRO.

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 Nonprocurement 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, METRO may pursue available remedies including suspension and/or debarment.

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

25) BUY AMERICAN (Not Applicable)

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 subgrantee 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 subgrantee 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 subgrantee 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 METRO.

28) OWNERSHIP OF DOCUMENTS

METRO and FTA will become owners of all documents prepared by the bidder upon payment for same by METRO, 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 is approved by resolution of METRO's Board of Trustees.

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, a legible copy of a rated, "onboard" 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) METRO 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 METRO to be paid the Contractor. If the Contractor has any property in its possession belonging to METRO, the Contractor will account for the same, and dispose of it in the manner the METRO 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, METRO 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 METRO 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. METRO, 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)**  
METRO 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 METRO’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 METRO 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 METRO 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 METRO elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by METRO shall not limit METRO’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)**  
METRO, 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, METRO 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, METRO may terminate this contract for default. METRO 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 METRO.

If the termination is for the convenience of METRO, 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, METRO 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, METRO, 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, METRO 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**

METRO 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**

METRO 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. METRO retains the right to request certifiable/cost analysis data, which the bidder must provide.

37) **RIGHT TO AUDIT**

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

39) CONTRACT CHANGE ORDERS

Written Change Orders: Oral change orders are not permitted. No change in this contract shall be made unless METRO's Executive Director gives prior written approval. The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly approved by written notice.

Change Order Procedure: Within thirty (30) calendar days after receipt of a written change order request, the Contractor shall submit a detailed price and schedule proposal for the work to be performed. The proposal shall be accepted or modified by negotiations between the Contractor and METRO. At that time both parties shall execute a detailed agreement in writing.

40) DEVIATION FROM SPECIFICATIONS

All proposals shall be based upon strict adherence to the specifications contained herein. Any proposer finding it necessary or desirable to deviate from the specifications in any manner (including requests for approved equals) or simply desiring an interpretation of the Contract Documents, shall submit a written request to METRO to be received no later than ten (10) days prior to the due date for proposals detailing the desired deviation or interpretation. Proposers must identify those relevant physical, functional, or other characteristics of the requested change from specified services, materials or equipment that would enable the change to satisfy the specification. Minor differences in design, construction, or features, which do not effect reliability of the product from its intended use, may be accepted. METRO will render a prompt decision upon each request and will notify Proposers within five (5) days of the due date for proposals. Only written communications will be authorized and binding. Any approved equal or deviation allowed, and all interpretations will be published to all prospective Proposers in the form of amendments to the specifications, to be issued as part of the contract. All Proposers must acknowledge receipt of all amendments.

41) PROTESTS

It is the policy of METRO to prepare specifications for invitation to bid or for requests for proposals that are not discriminatory in nature. All solicitations are to be open and free to all competing vendors whereby all have a reasonable chance to be successful and be awarded a contract.

If a Bidder that has submitted a proposal feels that a particular solicitation is unfair, the following procedure must be followed to register a proper protest and said procedure shall be part of all solicitations:

Pre-Bid Protest

STEP 1. Protest must be made in writing and addressed to the Secretary-Treasurer of METRO’s Board of Trustees no later than five (5) business days before the scheduled bid or RFP due date. Such protest must cite what the solicitation was for, and for what reason the protest is lodged.

STEP 2. The Secretary-Treasurer shall make all reasonable attempts to resolve the protest prior to the award of a contract, and may reschedule the bid opening date solely at their discretion if deemed necessary. The Secretary-Treasurer must make their decision no later than three (3) working days from date the protest is lodged.

Continue to Step 3 under Post-Bid procedures below

Post-Bid Protest

STEP 1. Protest must be made in writing and addressed to the Secretary-Treasurer no later than five (5) business days after the scheduled bid due date. Such protest must cite what the solicitation was for, and for what reason the protest is lodged.

STEP 2. The Secretary-Treasurer shall make all reasonable attempts to resolve the protest prior to the award of a contract. The Secretary-Treasurer must make their decision no later than five (5) business days from date the protest is lodged.

STEP 3. If the protest is not satisfactorily resolved at Step 2, the person or firm making the protest may request a hearing with his legal counsel and METRO. With METRO's legal counsel serving as arbitrator on the
matter. Request for such a hearing must be made within ten (10) business days of the original date the protest was filed.

STEP 4. If the protest is not satisfactorily resolved at Step 3, the person or firm making the protest may appeal, within thirty (30) working days of the original protest date, the matter to the Board of Trustees of the Transit Authority, who shall assign the matter to the appropriate standing committee of the Board who shall hold a hearing within fifteen (15) business days on the matter and make recommendation to the full Board to be considered at its next regularly scheduled meeting.

The decision of the Board shall be final and binding on all parties. Appeal from the decision of the Board or any request by an adversely affected party may be submitted in writing to the Federal Transportation Administration (FTA). FTA's recourse shall only consider protest appeals where the local protest procedure does not exist or where the local procedure was not followed.

42) INVOICING

All requests for payment shall be mailed to:

Accounts Payable
METRO Regional Transit Authority
416 Kenmore Boulevard
Akron, Ohio 44301-1099

NOTE: No finance charges shall be paid by METRO, and payment will be made in a reasonable length of time after approval of the METRO 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.

Payment will be made by METRO via ACH when possible, please complete the ACH payment form.

Prompt Payment

The Contractor agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than ten (10) days from receipt of each payment the Contractor receives from METRO. The Contractor agrees further to return retainage withheld to ensure satisfactory completion of the work, to each subcontractor within thirty (30) days after subcontractor completes the specified work as verified by payment from METRO.

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 Summit 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.

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.

45) NO GOVERNMENT OBLIGATION TO THIRD PARTIES
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.

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.

USE OF FEDERAL FUNDS

Please note that federal funds may be used with regard to this specification.

DRUG AND ALCOHOL TESTING (Not applicable for this procurement)

TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS (Not applicable for this procurement)

SCHOOL BUS REQUIREMENTS (Not applicable for this procurement)

RECORD RETENTION

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

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

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
(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

Bidder 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 (21) dated October 2014), as they may be amended or promulgated from time to time during the term of this contract. Bidder’s failure to so comply shall constitute a material breach of this contract.

54) AMERICANS WITH DISABILITIES ACT


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 (See Technical Section)**

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 METRO 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.

METRO 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 METRO.

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 METRO’s Executive Director.

Each of the above-required policies shall be endorsed to provide METRO with thirty (30) days prior written notice of cancellation. METRO 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 METRO and the awarded Proposer. Insurance questions may be directed to METRO’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 4220.1F, as amended, 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 METRO requests which would cause METRO 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 METRO, 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 METRO, 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 Summit, 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) VETERANS’ PREFERENCE

Veterans Employment. Recipients and subrecipients of Federal financial assistance under this chapter shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

69 RESPONSIBILITY’ REQUIREMENTS

In addition to the Common Grant Rules that require contract awards be made only to responsible contractors, Federal transit law at 49 U. S. C. Section 5325(j) limits third party contractor awards to those contractors capable of successfully performing under the terms and conditions of the proposed contract. Before selecting a contractor for award, the recipient must consider such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. METRO may require prior to the award of a contract documentation of the apparent lowest responsive bidders financial stability.

70-126 Not used
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 certifies 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)
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 Summit County, Ohio.

If such charge for delinquent personal property tax exists on the General Tax List of Personal Property for Summit 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 Summit 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 METRO 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
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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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
ACH payment authorization form

Vendor Name: ______________________________________________________

I (we) hereby authorize METRO Regional Transit Authority (METRO), to initiate automatic deposit (credits) to my account at the financial institution named below. Additionally, I authorize METRO to make any debit entries/adjustments for any errors in credit entries.

Further, I agree not to hold METRO responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds into my account.

This authority is to remain in full force and effect until METRO has received written notification of cancellation from me or my financial institution and that the origination of the ACH transactions to my (our) account must comply with the provisions of U.S. law.

BANK ACCOUNT INFORMATION:

__________________________________________   _____________________________________
Account Name (Type or print) Name of Bank

_________________________________________  _____________________________________
ABA Routing Number (9 Digit) Bank Account Number

_____ Checking Account  or  _____ Savings Account

Vendor contact Information:

Address: _____________________________________________

_____________________________________________

Phone: ________________________________ Email: ________________________________

Name/Title: ________________________________ Date: _____________________________

Authorize signature: ________________________________

Email address for payment notification: ________________________________
The bidder hereby agrees that the Executive Director 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
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)
4) BIDDERS LIST

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

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

From: ____________________________ (Name of DBE Firm) To:
_______________________________ (Name of Prime Contractor) and the METRO Regional Transit Authority (METRO)

The undersigned is prepared to provide the following described services or supply the following described goods in connection with RFP/IFB number ____________:

<table>
<thead>
<tr>
<th>Description of Work</th>
<th>Total Value</th>
</tr>
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<tbody>
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</tr>
</tbody>
</table>

Sub (or Grand) Total: $_____________________

Sub-Contracting Levels:

_____ % of the dollar value of the DBE’s subcontract will be sublet to non-DBE contractors.
_____ % of the dollar value of the DBE’s subcontract will be sublet to DBE contractors.

**NOTICE:** If DBE will not be sub-contracting any of the work described in this schedule, a zero ("0") must be shown in each blank above.

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

I understand that METRO 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 METRO 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

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.

FORM OF BID SOUGHT, I.E., DBE CONCTOR

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 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. (METRO 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.
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.

<table>
<thead>
<tr>
<th>Name</th>
<th>DBE status (Y/N)</th>
<th>Age</th>
<th>Annual gross receipts of firm(s) (Circle letter)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidder:</td>
<td></td>
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<td>(A)  (B)  (C)  (D)  (E)</td>
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<td>Subs:</td>
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<td></td>
<td>(A)  (B)  (C)  (D)  (E)</td>
</tr>
</tbody>
</table>

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
EXAMPLE PROPOSAL (Cost per Month)

The METRO Regional Transit Authority 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 the METRO Regional Transit Authority the product as specified within the specifications.

<table>
<thead>
<tr>
<th>PERIOD</th>
<th>UNIT COST IN FIGURES (Cost Per Month)</th>
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</thead>
<tbody>
<tr>
<td>November 1, 2020 to October 31, 2021</td>
<td></td>
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<tr>
<td>November 1, 2021 to October 31, 2022</td>
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<tr>
<td>November 1, 2022 to October 31, 2023</td>
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<td>November 1, 2023 to October 31, 2024</td>
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<td>September 1, 2024 to October 31, 2025</td>
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</table>

Bidder hereby acknowledges receipt of all addenda's by date received and number.

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<th>DATE</th>
<th>NUMBER</th>
</tr>
</thead>
</table>

Bidder hereby acknowledges that the proposal pages have been completed and included. Bidder hereby acknowledges that the appendices have been completed and included.

COMPANY NAME

NAME

TITLE

ADDRESS

PHONE NUMBER

FAX NUMBER

EMAIL ADDRESS

SIGNED IN MY PRESENCE, THIS ___________ DAY OF ___________, 20__ BY

______________________________

SIGNATURE OF NOTARY
EXAMPLE PROPOSAL (Cost per CNG gallon equivalent)

The METRO Regional Transit Authority 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 the METRO Regional Transit Authority the product as specified within the specifications.

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COMPANY NAME

NAME

TITLE

ADDRESS

PHONE NUMBER

FAX NUMBER

EMAIL ADDRESS

SIGNED IN MY PRESENCE, THIS ______________ DAY OF _______________, 20___ BY ________________________________.

______________________________
SIGNATURE OF NOTARY

EXAMPLE PROPOSAL (Retail Payment per CNG gallon equivalent)
The METRO Regional Transit Authority 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 the METRO Regional Transit Authority the product as specified within the specifications.

<table>
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<tr>
<th>PERIOD</th>
<th>Retail Payment per CNG Gallon Equivalent</th>
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<tr>
<td>November 1, 2020 to October 31, 2021</td>
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COMPANY NAME

NAME

TITLE

ADDRESS

PHONE NUMBER

FAX NUMBER

EMAIL ADDRESS

SIGNATURE OF NOTARY

SIGNED IN MY PRESENCE, THIS ______________ DAY OF ______________, 20___ BY ____________________.

___________________________.
TECHNICAL SPECIFICATIONS

Scope of Work

1.0 OVERVIEW

1.1 METRO Regional Transit Authority is seeking proposals to service, maintain and provide technical and maintenance support for our CNG compressors and Fueling Station located at 416 Kenmore Boulevard, Akron, OH 44301. METRO will operate the fueling (non-public) station. (i.e. fuel our own buses)

1.2 In addition METRO is looking for a proposal to maintain and operate a CNG public fueling at 310 Kenmore Boulevard (Adjacent to our 416 property listed above)

1.3 The CNG compressors, fueling (non-public) station and public station are all one system.

1.4 METRO will be responsible for the procurement of the natural gas for both the public and private fueling stations.

1.5 The Contractor shall submit a detailed plan for what is being proposed for servicing, preventive maintenance and general repairs that are required to maintain the CNG system in working order. The plan, at a minimum, shall include a detailed description of work to be performed on daily, weekly, bi-weekly, monthly, quarterly, semi-annually and annually for proper upkeep of the CNG compressor, Fueling Station (Public & Non-public) and all subsystems.

1.6 The scope of work required shall be for the complete CNG Fueling Station from the electrical power connection at the transformer though the delivery of CNG to a vehicle. Included shall be all alarms (fire, gas detection, function fault, etc.), computer hardware and software, all piping, valves, fueling nozzles, hoses, breaka-ways, compressors, motors, dyers, filter, dispensers, and any and all equipment necessary for operation of the CNG Fueling Station to fuel a bus as well as a vehicle at the Public Station.

1.7 The plan shall include providing some form of emergency support if the nonpublic fueling station is not in operation during normal fueling hours of 4 PM to 8 AM so that any down time during fueling hours are at a minimum. Staffing levels to meet this need should be determined by the bidder.

1.8 The successful Contractor is expected abide by all standard practices and working codes as recognized by the CNG industry.

1.9 METRO has 120 CNG Transit Vehicles consumes approximately 1,000,000 gallons equivalent (DGE) of CNG annually. While METRO anticipates usage to increase roughly 10% year over year for the duration of the contract, the impact of COVID-19 on our operation remains unknown at this time.

1.10 METRO will provide to the Contractor monthly consumption numbers (DGE) for fuel used at the Non-Public station.

1.11 The Contractor will be required to provide METRO with monthly sales, DGE usage and other information for the CNG Public Station.
2.0 GENERAL REQUIREMENTS

2.1 The maintenance service contract is to be an all-inclusive, trouble free maintenance, repair, and operating (public station) contract that includes all things and matter for continuous delivery of compressed natural gas for transit vehicles while ensuring a productive life cycle of the infrastructure which includes, but limited to, all labor, monitoring, costs, permits, parts, rebuilds, engineering, warranty from the gas meter to the end of the fuel nozzle.

2.2 METRO Personnel will have no role in the maintenance of the Fueling Facility or Public Station. Their involvement will only be in the safe dispensing of the CNG fuel to buses and reaction to any critical operational and safety incidents that occur.

2.3 The Contractor must have 24-hour per day, 7-day per week on-call maintenance capability to ensure the fueling facilities are available in meeting transit operational requirements at all times. In an emergency situation, it is expected a technical onsite presence would occur within approximately one (1) hour of notification unless alternate remote control capabilities can address the situation.

2.4 The Contractor shall provide on-going maintenance and emergency call-out as required.

2.5 The Fueling Facility shall be maintained with a reliability of not less than 100% measured during normal fueling times.

2.6 The Contractor shall be responsible for regular testing of all relevant sensors and alarms and provide documentation of such to METRO.

2.7 Repair work must be coordinated with METRO’s personnel so as not to impede METRO’s activities. A copy of maintenance records shall be kept at the project site and must be updated on a daily basis. Maintenance records must also be kept electronically and METRO shall be allowed access to these electronic files without restriction.

2.8 At the end of this contract all maintenance records shall be transferred to METRO, unless otherwise agreed and in an electronic format that is open sourced.

2.9 To assist in carrying out the maintenance program METRO’s personnel may enter the compressor compound to perform routine safety/emergency repairs, when and where required.

2.10 The Contractor is to provide risk mitigation and contingency plans for the aftermarket support of specific components due to the demise of any particular manufacturer.

2.11 The Contractor shall ensure that all Contractor personnel shall be appropriately trained on the Fueling Facility equipment and hold current and relevant qualifications and/or certifications.

2.12 The Contractor will be responsible for the safe management, handling and off-site disposal of all waste materials generated as result of the maintenance/upkeep of the Fueling Facility including, but not limited to, hazardous materials (solids and liquids including compressor oil and dryer desiccant) and general refuse resulting from equipment/material packaging, rags, scrap metal, etc.

2.13 The Contractor will follow all equipment manufacturers’ recommended maintenance standards and perform preventive maintenance at prescribed intervals using only new OEM and/or factory approved components, lubricants, procedures and tools, to name a few, so as to ensure the equipment warranty is maintained through its period of validity for the duration the contract. The same practices and standards shall apply after any warranty period.

2.14 The Contractor shall hold monthly (or more often if necessary) meetings with METRO to review station performance and resolve operational and safety issues that have arisen in the preceding month. These meetings shall be documented with the maintenance records.

2.15 The Contractor shall ensure service technician(s) assigned to repair and maintain the Fueling Facility are appropriately equipped with all relevant tools, personal communication...
equipment, test equipment, lifting and handling equipment and vehicles required for normal, on-site maintenance activities of the equipment.

2.16 Each compressor and related controls, hardware, and de-fueling equipment shall be maintained in good and reliable working order. There shall be no gas leaks from any part of piping or equipment. Exterior of compressor equipment, enclosures and other related areas shall be maintained clean and rust free. The compressor compound and other areas shall be swept clean regularly.

2.17 Gas detection system at the compressor and other areas shall be maintained in a good and reliable working condition at all times. In the event that any component fails and is being repaired, METRO must be immediately notified so that interim safety procedures can be put into action. Detection system shall be calibrated and tested.

2.18 As part of this contract, the Contractor shall participate in a practice emergency response drill, no more than two (2) times per year at the request of METRO.

2.19 The Contractor shall provide annual operational training on general CNG safety, fueling/de-fueling procedures, safety shut-downs, safety during fueling and emergency shut-downs.

3.0 FAILURE TO MEET PERFORMANCE REQUIREMENTS

3.1 Bidders are to provide details of their contingency plan that ensures uninterrupted service of the fueling station to meet the operating requirements of METRO’s CNG bus fleet.

3.2 Failure to meet the required fueling demand and the resulting inability of the CNG buses to operate as part of the regular scheduled service will result in a performance penalty. This penalty will be based on the numbers of hours the fueling facility is out of service and buses are unable to be fueled at $1,000.00 per fueling/service hour lost by METRO to ensure service is maintained.

3.3 These damages will be accumulated and paid/deducted on a monthly basis.

3.4 Liquidated damages shall not be assessed for causes beyond the supplier’s control such as acts of God, terrorism, floods, epidemics, quarantine restrictions, strikes, labor disputes, or other causes. The successful Contractor must demonstrate, and has the burden to prove, to METRO that the cause is beyond their control.

4.0 PUBLIC CNG STATION

4.1 METRO opened a public fueling station in 2016. The station dispenses an average of 300 GGEs monthly.

4.2 The CNG Public Station is equipped with two dispensers with two hoses each.

4.3 The CNG Public Station is equipped with one fuel management console for Contractor supplied payment system.

4.4 The Contractor will be responsible for providing any and all equipment necessary to operate and maintain the CNG Public Station.

4.5 The Contractor is responsible for marketing the CNG Public Station.

4.6 The Contractor will have all equipment tested and perform any weights and measures testing of the public CNG dispenser in accordance with all applicable laws and regulations.

4.7 METRO will provide the natural gas and invoice for or deduct the cost from the monthly maintenance contract.

5.0 EXPERIENCE AND DEMONSTRATED ABILITY

5.1 As part of the Bidder’s proposal the Bidder should describe the qualifications of the Contractor and any Sub Contractors’ personnel and experience on comparable projects. Information to be included:
a) A brief description of similar maintenance projects with references and contact information which are relevant and comparable to the proposed project. Include the scope of supply, contract award value, actual start and completion dates.
b) Identification of which office the project will be managed from and the location of local technical support.
c) Contacts with current phone numbers for references of such experience.
d) Identify key personnel and their years of related experience, and their specific responsibilities.
e) Address the main tasks that demonstrate the Bidder’s understanding of the project.

5.2 Include a detailed work program identifying key activities, activity objectives, methodologies, timeframes and deliverables defined in this RFP. Information to be provided:

a) Description of the strategy for carrying out preventive and corrective maintenance
b) Preventive maintenance schedules
c) Safety and emergency response training

6.0 SITE MAP AND EQUIPMENT LISTING/LAYOUTS

MAIN FUELING STATION EQUIPMENT LIST

1. One-SPX Twin Tower fully automatic station inlet CNG dryer.
2. Three-AN GI 250 Hp (Nominal) Ariel 2 throw compressor packages.
3. Three-ANGI Matrix Style high pressure valve control panels designed to control flow to the buffer and to the four transit dispensers.
4. One-ANGI Buffer panel with ESD and remote station control valves and instrumentation.
5. One-Ten pack of CNG storage with drain valves, isolation valves and relief valves.
6. Four-ANGI High flow (transit) buffer style single hose CNG dispensers equipped with one single hose satellite dispenser per transit dispenser.
7. One-ANGI Atmospheric defuel panel and related equipment and controls.
8. One-Champion Duplex reciprocating Air Compressor plus filters, dryer and other related equipment.
9. One—Automated station inlet valve and all other ancillary valves and controls at the CNG station.
10. One-ANGI Motor Control Center (MCC)/Motor Starter panel equipped for five CNG compressor packages. Panel includes SCR motor control for the main motor and VFD starters for compressor fan motors.
11. One—ANGI PLC control system including the Master PLC panel (MCP), three compressor package mounted PLC panels (UCP) and all other PLC and control panels required to operate the station.

PUBLIC STATION EQUIPMENT LIST

1. One-Priority panel with ESD and remote station control valves and instrumentation.
2. One-Six pack of CNG storage with drain valves and isolation and relief valves.
3. Three-High pressure filter assemblies.
4. Gas is supplied via the compressors at the main fueling station.