

**REQUEST FOR PROPOSALS**

**Transit-Oriented Development  
Feasibility Study**

FOR

**METRO REGIONAL TRANSIT AUTHORITY**

AKRON, OHIO

**BIDS DUE:**

**4:00 PM**

**January 14, 2021**

**RFP #2020-17**

# METRO

## METRO REGIONAL TRANSIT AUTHORITY

416 Kenmore Boulevard  
(330) 762-7267

Akron, Ohio 44301-1099  
(330) 762-0854 FAX

### LEGAL NOTICE

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

## Transit Oriented Development Feasibility Study (2020-17)

Detailed specifications are available by visiting <https://www.akronmetro.org/metro-financial-reports.aspx>. Any questions should be submitted by emailing [bids@akronmetro.org](mailto:bids@akronmetro.org). Please put RFP #2020-17 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 January 14, 2021 by 4:00 PM. There will be **NO** public bid opening.

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

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

METRO 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.

METRO 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# 2020-17.



Dawn Distler  
Chief Executive Officer/Secretary-Treasurer

REQUEST FOR PROPOSALS  
FOR TRANSIT-ORIENTED DEVELOPMENT  
FEASIBILITY STUDY

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 consultant teams for the purchase of professional services in accordance with the specifications, terms, and conditions set forth in this RFP.

2. GENERAL OVERVIEW OF THE BID PROCESS

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

- A. 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.
- B. 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.
- C. The RFP is publicly advertised and issued to all requesters.
- D. Bidders submit a proposal that includes, but is not limited to technical and contractual proposal, including all required submittals. All information including the number and names of Bidders is kept confidential, within legal constraints.
- E. Proposers are free to offer METRO their own unique products, terms, and pricing, with 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.
- F. 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.
- G. 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.
- H. The evaluation committee will evaluate the formal proposals received and rank them according to the evaluation criteria.
- I. The evaluation committee will conduct interviews with the firms determined to be the best technically qualified.
- J. Discussions will not disclose information contained in competing proposals.
- K. A final ranking of candidates will be made and negotiations will be held with the firm determined to be the most qualified. If METRO and the firm cannot come to an agreement on cost. METRO may negotiate with the next best-qualified firm.
- L. After negotiations are concluded, Award will be contingent on acceptance of the terms and conditions of the contract, and compliance with all required assurances.

M. Then the contract recommendation will be presented to the Board of Trustees for approval.

### 3. PRE-PROPOSAL CONFERENCE

There will not be any pre-proposal conference.

### 4. 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 requestor 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 submitted by emailing [bids@akronmetro.org](mailto:bids@akronmetro.org). Please ensure the subject line reads: "ATTN: RFP #2020-17 Clarification."

Deadline for questions is December 30, 2020 by 4:00 p.m. No questions will be answered after that time and date.

### 5. 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.

### 6. 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 a contract without discussion with Bidders.

In the RFP, METRO seeks solid information about the consultant's capacity to provide the specified services 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 Bidder's capacity to provide the required services.

The proposal is required to be presented in three (3) distinct forms of response:

- (A) Firm Qualifications and History
- (B) Technical and Cost Proposal, and
- (C) References

Please see PROPOSAL section of this solicitation for more information.

## 7. EVALUATION PROCESS

An evaluation committee established by METRO will assess the proposals received by METRO. Each committee member is instructed to keep the contents of proposals and committee proceedings confidential. 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. Following review of the proposals, each committee member completes the scoring sheets. The committee then meets and reviews initial scoring. 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.

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. The Proposer that is the most qualified will then enter into negotiations of their cost proposal. Should the committee recommend a proposer for award, the contract 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. 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 remains confidential after the conclusion of the procurement process, to the extent possible by law.

## 8. EVALUATION CRITERIA

The following evaluation criterion has been established by METRO for this procurement. The criteria are presented to allow METRO to analyze proposals received on an equal basis and to afford all proposers the opportunity to know the basis upon which their proposals will be evaluated. Award will be made to the proposer whose final offer is the most advantageous to METRO, after evaluation in accordance with the criteria set forth below. In any event, METRO reserves the right to accept other than the lowest cost proposal, reject any and all proposals, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interest of METRO.

- Experience 40%
- Planned Approach to Project 25%
- Attention to detail 25%
- Value (Cost/Benefit) of Services Proposed 10%

**STANDARD FORM OF BID  
FOR THE PURCHASE OF  
TRANSIT-ORIENTED DEVELOPMENT FEASIBILITY STUDY**

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1) ADVERTISEMENT FOR PROPOSALS

Advertisement for proposals for a **TRANSIT-ORIENTED DEVELOPMENT FEASIBILITY STUDY** by the METRO Regional Transit Authority (METRO) appeared in the Akron Beacon Journal on December 3, 2020 and December 10, 2020.

2) DURATION OF CONTRACT

The contract will begin upon acceptance of the successful Bidder's proposal, and will end upon the full and complete performance of all obligations set forth in the contract documents.

3) PROPOSAL

Request for proposals for the above will be received at the METRO's administrative office (416 Kenmore Blvd, Akron Ohio, 44301) until 4:00 PM on January 14, 2021, and thereafter will be opened. There will be **NO** public opening.

4) BID BOND

There is no bid bond required for this Request for Proposals.

5) DISPOSITION OF CERTIFIED OR CASHIERS CHECK

N/A

6) PERFORMANCE/PAYMENT BOND-(N/A)

7) FORM OF PROPOSAL

Bidder will provide a technical proposal of not more than 25 double-sided pages (50 total printed pages) describing approach to the project described in the scope of work. Bidder will also provide the full name of every team member working on the project. If multiple companies will be participating on the project, contact information for each of the companies shall be provided.

Page count is exclusive of required documents (see section titled REQUIRED DOCUMENTS). Please see section titled PROPOSAL for more information.

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.

Each bidder, who is a foreign corporation, i.e., a corporation not chartered in Ohio, but licensed to do business in Ohio, is required to submit with his bid an affidavit duly executed by the President or Chief Executive Officer of the corporation, stating in said affidavit that said foreign corporation had, in accordance with the provisions of the Revised Code of the State of Ohio, obtained a certificate authorizing it to do business in the State of Ohio. The certificates, or certified copies of same, are obtainable from the Office of the Secretary of State, Columbus, Ohio.

11) SPECIFICATIONS TO BE PART OF THE CONTRACT

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

12) EXPLANATIONS (WRITTEN AND/OR ORAL)

Should a bidder find a discrepancy in or omissions from these specifications, or should there be any doubt as to their meaning, bidder shall at once make inquiry of the Manager of Procurement.

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 Chief Executive Officer reserves the right to accept or reject any or all bids, and any parts of any bid. In awarding a contract, the Chief Executive Officer 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 the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.
- (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 non-compliant 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 on this contract.

For a list of qualified DBEs please visit the State of Ohio's web site at [www.ohioucp.org](http://www.ohioucp.org).

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

22) AWARD OF CONTRACT

The contract shall be awarded to the best overall bid meeting the minimum requirements as set forth in the specifications with which price and terms have been negotiated and accepted. 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)

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.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction", "participant", "persons", "lower tier covered transaction", "principal", "proposal" and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29].
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into. It shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by 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 Non-procurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction. In addition to all remedies available to the Federal Government, 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>

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 METRO 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 (if funded by federal funds) 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 is in writing and approved by the Chief Executive Officer.

30) CARGO PREFERENCE (WHERE APPLICABLE)-N/A

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 (Not Applicable)

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.

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, the Contract/Bidder that submitted their bid first shall be awarded the contract.

35) RIGHT TO PERFORM PRE-AWARD SURVEY

METRO retains the right to review the highest scoring 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 Chief Executive Officer 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-CLARIFICATIONS

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 For 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 vendor feels that a particular solicitation is unfair for whatever reasons, 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 no later than five (5) days before 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, and may reschedule the bid opening date solely at his discretion if deemed necessary. The Secretary-Treasurer must make his decision no later than five (5) working days from date the protest is lodged.

Continue to Step 3 below

#### Post-Bid Protest

- STEP 1. Protest must be made in writing and addressed to the Secretary-Treasurer no later than five (5) 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 his decision no later than five (5) working 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 fifteen (15) working 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) working 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.

All payments will be made by check unless otherwise agreed to by METRO and Contractor.

Prompt Payment

The Contractor agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than twenty (20) 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 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.

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

44) DISCLOSURE OF LOBBYING ACTIVITIES

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

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

45) NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

46) USE OF FEDERAL FUNDS

Please note that federal funds may be used with regard to this specification. The Federal Transportation Administration may award a grant contract to METRO to provide the federal share of the equipment to be purchased within this specification.

47) DRUG AND ALCOHOL TESTING (Not Applicable)

48) TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS (Not Applicable)

49) SCHOOL BUS REQUIREMENTS (Not Applicable)

50) 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).

51) PRE-AWARD AND POST-DELIVERY AUDIT (Not Applicable)

52) CIVIL RIGHTS

The following requirements apply to the underlying contract:

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

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

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the

course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

#### 53) NOTICE OF FEDERAL REQUIREMENTS

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

#### 54) AMERICANS WITH DISABILITIES ACT

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

#### 55) PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the

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

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

56) PRIVACY

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

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

57) LABOR PROVISIONS

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

- a. **Overtime Requirements.** No Contractor or subcontractor, contracting for any part of the contract work which may require or involve the employment of laborers or mechanics,

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

- b. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in Subparagraph (b) (1), 29 CFR, Section 5.5, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a Territory, to such District or to such Territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Subparagraph (b) (1) of 29 CFR, Section 5.5, in the sum of ten (\$10) dollars for each calendar day in which such individual was required or permitted to work in excess of eight (8) hours or in excess of the standard work week of forty (40) hours without payment of the overtime wages required by the clause set forth in Subparagraph (b) (1) of 29 CFR, Section 5.5.
- c. **Withholding for Unpaid for Unpaid Wage and Liquid Damages.** DOT or the recipient shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same price Contractor, or any other Federally assisted contract subject to the contract work hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Subparagraph (b) (2) of 29 CFR, Section 5.5.
- d. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subsections A through D of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subsections A through D of this Section.
- e. **Non-Construction Contracts.** In addition to the clauses contained in 29 CFR, Section 5.5 (b) or subsections A-D of this Section, in any contract subject only to the contract work hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR, Section 5.1, THE AUTHORITY shall insert a clause requiring that the Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, Social Security Number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, THE AUTHORITY shall require the Contracting Officer to insert in any such contract a clause providing that the records to be maintained under this subsection shall be made available



by the Contractor or subcontractor for inspection, copying or transcription by authorized representatives of DOT and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

58) LIQUIDATED DAMAGES

Unless an extension is requested and mutually agreed upon by METRO and the Contractor, METRO shall assess a penalty of \$100.00 per day as liquidated damages in the event the project is not completed on time. Liquidated damages shall be deducted from the Contractor's last payment request, or invoiced in the event that no funds are owed. The completion date will be set at the beginning of the project.

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 subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

60) CHARTER BUS (Not Applicable)

61) BUS TESTING (Not Applicable)

62) ASSIGNMENT OF OPTIONS (Not Applicable)

63) INSURANCE AND TAXES

The Proposer shall obtain and maintain in full force and effect throughout the term of the contract, such insurance as set forth herein. The Contractor 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 Contractor 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.

Contractor shall indemnify, hold harmless and defend the public entity, its officers, employees, agents and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which METRO, its officers or employees may hereafter sustain, incur or be required to pay, arising solely out of or by reason of any act or omission of Contractor, its agents, servants or employees, in the execution, performance or failure to adequately perform Proposer's obligations pursuant to this contract.

Contractor 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.

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 Chief Executive Officer.

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 Contractor 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 Contractor. Insurance questions may be directed to METRO's Chief Executive Officer 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 after the procurement process has been completed, 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

**REQUIRED  
DOCUMENTS**

**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)

CERTIFIED (Contractor)

Company

Signed By

Name & Title

Date

CERTIFIED (Sub-Contractor(s))

Company

Signed By

Name & Title

Date

# DELINQUENT PERSONAL PROPERTY STATEMENT

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

\$ <input type="text"/>	Delinquent Personal Property Tax *
\$ <input type="text"/>	Penalties *
\$ <input type="text"/>	Interest *
\$ <input type="text"/>	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

MUST BE COMPLETED BY BIDDER

# NOTE

The bidder hereby agrees that the Chief Executive Officer of the Authority has the right to reject any and all bids and to waive informality in any bid and that the bidder shall not dispute the correctness of the quantities used in computing the lowest and best bid.

NAME OF BUSINESS

ADDRESS

CITY, STATE, ZIP CODE

SIGNATURE OF OFFICER, PARTNER, OR OWNER

NAME AND TITLE

MUST BE COMPLETED BY BIDDER

# NON-COLLUSION AFFIDAVIT

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

State of \_\_\_\_\_,  
County of \_\_\_\_\_,

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

I am \_\_\_\_\_ of \_\_\_\_\_  
(Capacity) (Name of Firm, Partnership, Corporation)

whose business is \_\_\_\_\_

and who resides at \_\_\_\_\_

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

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

\_\_\_\_\_  
SIGNATURE OF AFFIDAVIT

SWORN TO BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

SEAL

\_\_\_\_\_  
MY COMMISSION EXPIRES

# 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 any DBE participation percentage is based on the total dollar value of the awarded contract.

Prior to the execution of the contract, I understand that this company may not remain in competition unless it shows that all reasonable good faith efforts were made to have DBE participation on this contract.

NAME OF PRIME CONTRACTOR

SIGNED BY

NAME AND TITLE

# PROPOSAL

## Proposal

Consultant Teams shall provide a full written description of their approach to METRO's proposed planning/feasibility study. The overall length of the proposal shall not exceed 25 pages front and back (a total of 50 double-sided pages) and the following components shall be included in the overall page total:

- (1) Introductory Letter
- (2) Related experience
- (3) Team makeup, including resumes and specific project history
- (4) Overall approach to METRO's proposed planning project
- (5) Expected project timeline and delivery milestones

The required FTA documents, the Cost Proposal and contact information for three (3) team references are not included in the overall page total.

Vendors need to submit one (1) original copy with all required documents signed, seven (7) copies for the evaluation committee and one thumb drive.

## Evaluation Criteria

Proposing teams should provide detailed information demonstrating experience with

- Performing market analysis for specific TOD(Transit Oriented Development) projects or similar multi-use developments;
- Identifying and procuring creative funding for public projects, including TOD;
- Designing successful multi-use projects; and
- Bringing diverse groups together to collaborate on a common goal.

The proposals will be scored and evaluated based upon the stated experience with the above as well as consultant team's attention to detail and their stated approach to meet METRO's needs. Cost competitiveness will also be considered, and cost proposals shall be included in the format below. The relative weights of the scoring evaluation will be

Experience	40%
Planned Approach to Project	25%
Attention to detail	25%
Project Budget	10%

## PROPOSAL

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. METRO reserves the right to select any/all option(s) below that meets METRO's needs.

<b>TOD Feasibility Plan Cost Proposal</b>			
<b>Task</b>	<b>Estimated Hours</b>	<b>Average Labor Cost per Hour</b>	<b>Estimated Cost</b>
(A) Commercial Property Due Diligence/Condition Report for 3-5 sites in the City of Akron			
(B) Perform Market Analysis of Live/Work/Play Development Opportunities for identified sites			
(C) Prepare Preliminary/Conceptual Site Plan including timeline and estimated costs			
(D) Identify creative and achievable sources of Transit-Oriented Development funding			
(E) Maintain an organized project schedule and lead ongoing partner conversations aimed at bringing resources together to support TOD			
<b>Total</b>			
Estimated "Other Direct Costs" (travel, printing)			
<b>Total Estimated Cost</b>			



\_\_\_\_\_  
DATE NUMBER

\_\_\_\_\_  
DATE NUMBER

\_\_\_\_\_  
DATE NUMBER

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

SIGNATURE

TITLE

DATE

ADDRESS

CITY/STATE/ZIP CODE

PHONE NUMBER

FAX NUMBER

EMAIL ADDRESS

SIGNED IN MY PRESENCE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ BY

\_\_\_\_\_.

\_\_\_\_\_  
SIGNATURE OF NOTARY

**\*NOTE-Vendor is responsible to check akronmetro.org procurement section for any updates or Addendums made to this procurement.**

<https://www.akronmetro.org/metro-financial-reports.aspx>

**\*\*If you obtain a copy of the specifications, please email all of your contact information to [bids@akronmetro.org](mailto:bids@akronmetro.org) so you can be added to the updated bidders list.**

# SPECIFICATIONS

## Background

METRO has been a provider of transportation services in Summit County for the past fifty years. While areas of Summit County have flourished over this time and our County poverty rate has held at 13% or less, areas such as the City of Akron – the heart of our service area – have seen poverty rates well beyond 20%. As is typical in many urban areas of America which were prosperous in the early 1900s, once key economic centers became shuttered remnants of a bygone industrial era, new business growth tended to be concentrated in suburban and exurban areas. This increased the economic disparity between these areas in our county and furthered joblessness and housing instability in the heart of service area. While METRO attempted to promote and support the needs of our changing community, traditional fixed-route service to these dispersed job hubs became stretched and unfortunately not as useful to this new economic landscape.

To ensure that METRO is a true mobility partner for Summit County in the coming decades, we have been evaluating service needs through the development of a ten-year strategic plan. As we look toward what our service looks like in the future, we realize that to provide access to opportunity within the constraints of our resources, we must look at how we serve our community in a fundamentally different way. This was apparent *before* the COVID-19 crisis and has become much-clearer as a result of the challenges that will likely persist and even increase in our new normal.

We believe that to help elevate our County's overall economic vitality, our focus must turn to two key service delivery methods: (1) providing new mobility options to serve distant, less dense portions of our service area where many existing job hubs are located and (2) partnering with key economic development interest to draw opportunity to areas where we have robust service – in the heart of Akron.

## Statement of Need

As part of our efforts to draw opportunity to downtown Akron, METRO is partnering with the City of Akron and other community partners to study the potential for Transit-Oriented Development near areas of robust transit service in Akron. The overall goal in studying the market potential in this area is to use proximity to transit as a conduit to creating opportunity for quality living-wage jobs in Akron, thus reducing the transportation barriers to prospective workers. The goal of this RFP is to find a consultant team with the expertise to help identify appropriate sites and development types for TOD.

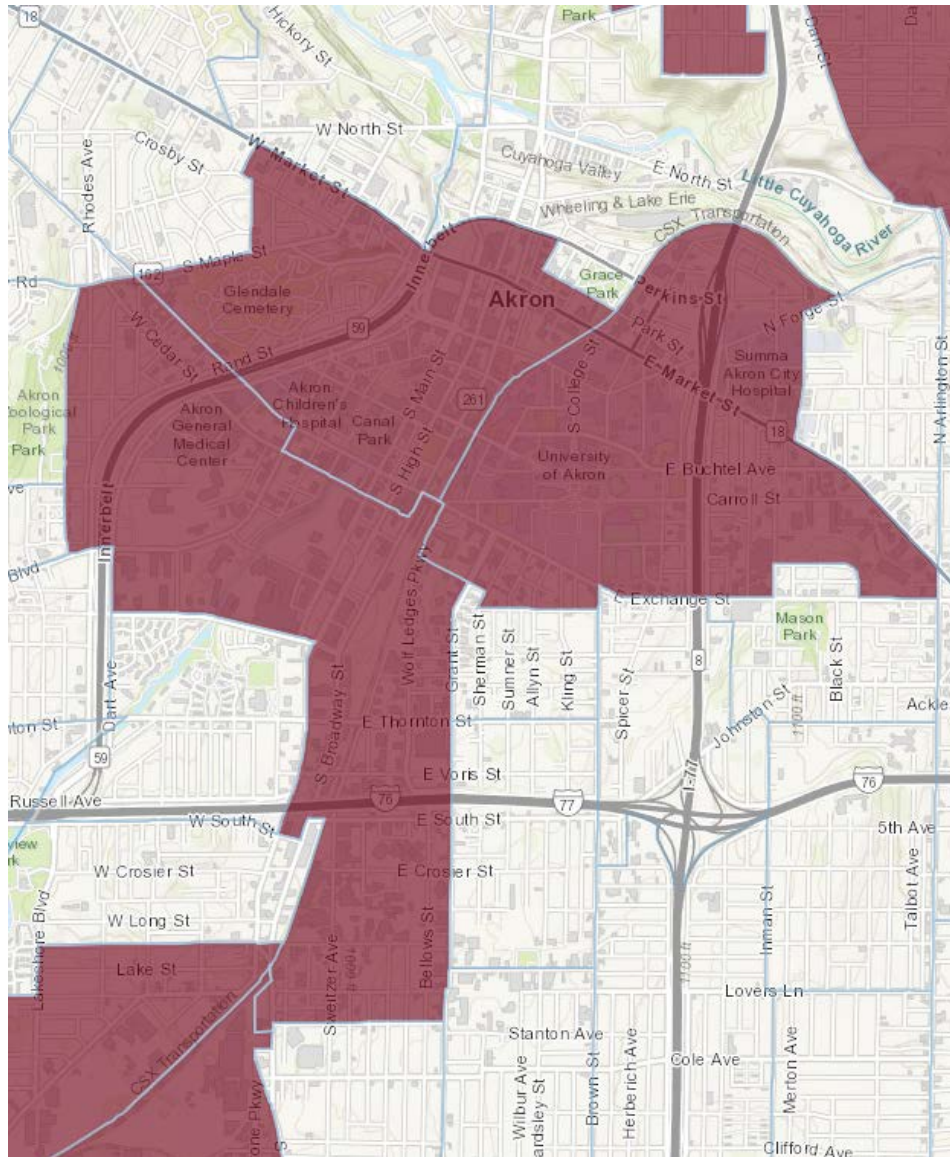
## Scope of Work

The proposing team should address how all of the following items will be addressed and how these items will be included in a professional, well-managed project scope.

### (A) Commercial Property Due Diligence/Condition Report

On three to five (3 to 5) sites including publicly-owned properties in targeted Opportunity Zones in the City of Akron (shown in the map below), perform Due Diligence investigation up to and including at least the following:

- (1) Highest/Best Use analysis for the property with specific attention to Transit-Oriented and Transit-Supportive development
- (2) Phase I environmental assessment, property history assessment and (when necessary) title search
- (3) Property Boundary Survey
- (4) Zoning/Land Use analysis to understand development potential and any potential changes or amendments to existing zoning that may be required.



(B) Perform Market Analysis of Live/Work/Play Development Opportunities for identified sites

Evaluate the feasibility and cost/community benefit of a wide range of equitable uses that provide jobs and support job growth for neighboring areas including (but not limited to)

- (1) Daycare/Preschool
- (2) Alternative Schooling/Apprenticeship programs
- (3) Modern, Adaptive Office
- (4) Retail
- (5) Teleworking/Flex Office Area
- (6) Incubator or Smart Manufacturing Space
- (7) Affordable and Market-Rate Housing aimed at stabilizing rent insecurity
- (8) Connected Community Spaces/Senior Services
- (9) Health supportive facilities

(C) Prepare Preliminary/Conceptual Site Plan including timeline and estimated costs

As part of evaluating the feasibility of a development on selected sites, the consultant will also provide a high-level site development plan to include (at minimum) the following tasks

- (1) Identify best mix of uses and percentage of developable space dedicated to each use;
- (2) Develop preliminary site development plan;
- (3) Identify necessary steps to prepare land for development including items such as additional acquisitions or zoning changes;
- (4) Evaluate necessary infrastructure needs including supportive enhancements for multimodal connections with transit facilities, neighboring communities, businesses and community resources; and
- (5) Provide high-level budget for proposed development(s).

(D) Identify creative and achievable sources of Transit-Oriented Development funding

Consultant team will evaluate and determine the opportunity to incorporate funding from a wide range of federal, state and local funding resources for TOD as well as alternative funding sources such as foundations, CDFI's or other charitable organizations. The consultant will also support the application process for such funding and provide METRO with a roadmap for aligning resources to fund a potential project. An evaluation of project financing options will at a minimum include:

- (1) Full Analysis of Value Capture options that can be leveraged through FTA Joint Development with Public and Private Partnerships such as
  - Opportunity Zone Tax Incentives
  - Tax-Increment Financing
  - Tax Abatements
  - Special Improvement or Business Assessment Districts
  - Land Lease or Percentage Rent
  - Private/public grants and low-interest loans

- (2) Cost-Benefit Analysis of proposed public investment
- (3) High-level pro forma analysis showing probable return on investment over life of project

(E) Maintain an organized project schedule and lead ongoing partner conversations aimed at bringing resources together to support TOD including

- (1) Weekly project team updates
- (2) Bi-Weekly Key Partner meetings
- (3) At least two and up to five community update/open houses to enhance the understanding of the economic impact of transit-oriented development
- (4) Monthly Written Updates to share with stakeholders and supporters

### Deliverables

At a minimum, the consultant's final report should include:

- Ranking of evaluated properties by potential implementation and suggested timeline along with an identification of issues that may need to be resolved before moving forward;
- Key mix of uses to support development on identified sites;
- Matrix of probable funding opportunities to support development strategy, including key partnerships to leverage these funds;
- Preliminary/Conceptual Development Plan including phasing, high-level estimates and project timelines; and
- Presentations and supporting materials for the community updates/open houses in Task E.

Additionally, the consultant will be asked to support the application process for identified funding sources. This support will at minimum require providing targeted narratives, preliminary project budgets and estimated timelines.