Butler County Regional Transit Authority

REQUEST FOR PROPOSALS

FLEET VEHICLE WRAP SERVICES
2022-041

BUTLER COUNTY REGIONAL TRANSIT AUTHORITY
3045 MOSER COURT, HAMILTON, OH 45011

Request for Proposals (RFP) Cover Page

RFP Issue Date: August 31, 2022
RFP Title: Fleet Vehicle Wrap Services
RFP Number: 2022-041

Issuing & Using Agency:

Butler County Regional Transit Authority
Attn: Procurement
3045 Moser Court
Hamilton, OH 45011

Proposals for Furnishing the Product(s)/Service(s) Described Herein Will Be Received Until:
October 5, 2022 at 5:00 PM (EST)

All Inquiries For Information Should Be Directed To: ISSUING & USING AGENCY, address listed above at Phone: *(513) 785-5396*

IF PROPOSALS ARE MAILED OR HAND DELIVERED, SEND DIRECTLY TO:

BCRTA Procurement, 3045 Moser Court., Hamilton, OH 45011

The Reference Number, Date and Time of proposal submission deadline, as reflected above, must clearly appear on the face of the returned proposal package.

In Compliance with this Request for Proposals and to all Terms, Conditions, Clauses, and Requirements imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the Goods/Services described herein in accordance with the attached signed Proposal or as mutually agreed upon by subsequent negotiation.

Company Contact Information:

Company Name: _____

Company Address: _____

Authorized Company Representative (Printed): _____

Authorized Company Representative (Signature): _____

FEI/FIN Number: _____ Phone Number: _____

Email Address: _____

Date: _____

DISADVANTAGED BUSINESS ENTERPRISE? (Yes or No) _____

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LEGAL NOTICE

August 31, 2022

REQUEST FOR PROPOSALS
Fleet Vehicle Wrap Services
RFP #2022-041

Butler County Regional Transit Authority (BCRTA) is seeking proposals for a contractor to provide wrap services for our entire fleet of vehicles. The scope of work/specifications is outlined in the Request for Proposals (RFP) below. The successful Proposer shall meet the terms and conditions set forth in this document and all other attachments.

The RFP, which includes the procurement schedule, may be obtained by downloading the document from BCRTA's website found at Vehicle Wrap Services - Butler County RTA. All interested contractors must register as detailed in the solicitation. All questions should be directed to:

Procurement
Butler County RTA
3045 Moser Court, Hamilton, OH 45011
(513) 785-5023
E-mail: purchasing@butlercountyrta.com

All proposals must be received on or before **October 5, 2022 at 5:00PM (EST)** at the address listed above.

The right is reserved to accept any proposal/bid or any part or parts thereof or to reject any and all proposals/bids. Acceptance of any proposal/bid is subject to concurrence by the Ohio Department of Transportation and the United States Department of Transportation.

Any contract resulting from these proposals is subject to financial assistance contract between BCRTA and the United States Department of Transportation and the Ohio Department of Transportation.

BCRTA hereby notifies all proposers that, regarding any contract entered into pursuant to this RFP, advertisement or solicitation, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response and will not be subjected to discrimination on the basis of race, color, sex or national origin in consideration for an award.

SECTION 1 – INSTRUCTIONS TO PROPOSERS

A. General Information

The Butler County Regional Transit Authority (BCRTA) is a public transit agency that services Butler County, Ohio with fixed, curb-to-curb on-demand, and paratransit operations. Transit service is operated seven days a week and on average for 18 hours a day. BCRTA utilizes gas and diesel vehicles in either transit buses, cutaways, or vans all equipped to handle ADA devices. Over 500,000 annual passenger trips are taken on BCRTA services.

B. Purpose

This solicitation seeks comprehensive wrap services for our entire fleet of vehicles. The Contract shall be awarded for one (1) year, with four (4) optional additional years. Bidders must specify a fixed cost for each line item in the attached worksheet.

BCRTA follows a procurement process that ensures free and open competition and requires that prices be verified as fair and reasonable.

C. Terminology

"Bid" or "Proposal" refers to the document drafted and submitted by the Proposer(s)/Bidder(s) in response to the Request for Proposal.

"Bidder" or "Proposer" refers to the entity submitting the Bid or Proposal.

"Butler County Regional Transit Authority" (also referred to as "BCRTA", "RTA", "Authority", "Contractor", "Buyer" or "Purchaser") is the government entity who is soliciting proposals and bids with the RFP.

"Request for Proposals" refers to the document prepared by the Contractor/Buyer/Purchaser which outlines the scope of work of the Contractor's project and is used to solicit for bids for the project.

D. Solicitation Registration

All interested proposers are ***required*** to register for this solicitation: Doing Business with Us | Procurement at Butler County RTA | Learn More

Only Proposers who register for the solicitation will receive copies of questions and answers and/or any addenda.

E. Proposal Submission

The proposer will submit:

- One (1) original proposal
- Two (2) hard copy proposals
- One (1) electronic PDF of proposal and price sheet in Excel format on USB storage device
- One (1) sealed pricing sheet in Excel format

Proposer will submit the Original and hard copies in a sealed envelope or box with the originals of all required certifications and affidavits. Originals shall be clearly marked. Oversize pages used for drawings or similar purposes are allowed. Proposals must set forth full, accurate, and complete information as required by the RFP. Each Proposal, complete with affidavits and certifications, will be bound together with the required RFP Cover Page and all required attachments, excluding

pricing. The package containing the Proposal must be clearly marked with the words "**Fleet Vehicle Wrap Services**" and the time and date Proposals are due.

BCRTA shall not be responsible for unintentional premature opening of a proposal that has not been properly addressed and identified per the instructions included with this RFP. All proposals are due **NO LATER THAN October 5, 2022 at 5:00PM (EST).** Proposals received by BCRTA after that date and time will not be opened or considered.

F. Proposal Requirements

Proposals shall be prepared in a clear, concise, and economical manner. Proposals should be bound simply; sections shall be tabbed to coincide with the sections of the RFP and the pages should be numbered in each section. Price page(s) should be submitted separately in a sealed envelope. Proposals pages shall be numbered sequentially and include a table of contents with headings that references relevant page numbers. There is no page limitation or minimum document size, but any information the Proposer submits is expected to be concise and relevant to the RFP.

Proposals that do not adhere to the required format, are difficult to read or are deemed illegible by BCRTA and may be rejected.

Proposals shall contain the following items and follow the exact sequence outlined below:

1. RFP Cover Page, providing the following information:
    i. Identification of the Bidder(s), including name, address, and phone number of the appropriate contact person at each firm.
    ii. Signature of a person authorized to bind the proposing firm to the terms of the Proposal.
2. Proposer Experience and Key Staff Resumes/Training
3. Attachments (Attachments A-E)
    a. Including any additional requirements listed on Attachment A
    b. Pricing shall be submitted separately from the technical proposal in a sealed envelope as Attachment B, and a digital copy of the price page on a USB device in .xlsx format. ***Inclusion of pricing information in any other portion of the proposal shall be deemed non-compliant and may be disqualified.***

4. The Proposal itself, in the submission format noted above in Section E.

G. Procurement Schedule

Request for Proposals available:	August 31, 2022
Pre-Proposal Conference:	September 9, 2022 at 11:00 AM
Deadline for questions, clarifications and approved equal requests:	September 14, 2022
Deadline for responses to questions/clarifications and approved equals:	September 21, 2022
Proposals due:	October 5, 2022
Evaluation of Proposals:	October 6-7, 2022
Interviews (if applicable):	October 10-14, 2022

Recommend Award at Board Meeting:	October 19, 2022

H. Postponement or Cancellation of Request for Proposals

BCRTA reserves the right to cancel, amend, or re-issue this RFP at any time, or change the date and time for submitting proposals, by announcing same prior to the date and time established for Proposal submittal.

I. Questions and Requests for Clarification

No oral interpretations as to the meaning of the RFP will be made to any Bidder. Any explanation desired by a Bidder regarding the meaning or interpretation of the RFP, scope of work, etc., all questions about the process and any other requests for clarification of the RFP should be directed to the Procurement department at BCRTA prior to the deadline for questions, clarifications and approved equal requests mentioned above via email to purchasing@butlercountyrta.com. No other method of submission will be accepted.

Any interpretation or change made will be in the form of an addendum to the RFP as appropriate and will be furnished as promptly as is practicable to all parties to whom the RFP has been issued and all registered vendors, but at least seven (7) calendar days prior to the Proposal due date. All addenda will become part of the RFP and any subsequently awarded Contract. Oral explanations, statements, or instructions given by BCRTA before the award of the Contract will not be binding upon BCRTA.

J. Addenda

Receipt and review of Addenda by each Bidder must be acknowledged on the Addendum Page (Attachment D). All addenda must be signed and returned with each Proposal.

K. Approved Equal

In all cases, services and materials must be furnished as specified. Where brand names or specific items are used in the specifications, consider the term "or approved equal" to follow. Any unapproved deviations, exceptions, substitutions, alternatives, or conditional qualifications contained in a Proposal may be cause for its rejection.

If potential Bidders believe that their product is equal to the product specified, they must submit a written request to BCRTA on the provided form (Attachment C) and this request will be approved or rejected by BCRTA at least seven (7) calendar days prior to the due date of Bids. Requests for approved equals and clarification of specifications must be received by BCRTA in writing a minimum of ten (10) days before the Bid opening to allow analysis of the request.

Any request for an approved equal must be fully supported with catalog information, specifications and illustrations, or other pertinent information, as evidence that the substitute offered is equal to or better than the specification. Where an approved equal is requested, the Bidder must demonstrate the equality of this product to BCRTA to determine whether the Bidder's product is or is not equal to that specified.

L. Examination of RFP and Contract Documents

Bidders are expected to examine the scope of services required, schedules, instructions, and specifications, if any. Failure to do so will be at the Bidder's risk. It is the intent of these specifications to provide services of first quality, and the workmanship must be the best obtainable in the various

trades. The services, which the vendor proposes to furnish, must be high quality in all respects. No advantage will be taken by Contractor or vendor in the omission of any part or detail, which goes to make the services complete. All manner of workmanship and material used in the production of the services and not herein contained or specified shall be of the industry standard and shall conform to the best practices known in the industry. Contractor will assume responsibility for all equipment used in the proposed item, whether the same is manufactured by Contractor or purchased ready made from a source outside Contractor's company. It is the sole responsibility of Contractor to read the specifications and understand them.

The submission of a Proposal shall constitute an acknowledgment upon which BCRTA may rely that the Bidder has thoroughly examined and is familiar with the solicitation, including any work site identified in the RFP, and has reviewed and inspected all applicable statutes, regulations, ordinances, and resolutions addressing or relating to the goods and services to be provided hereunder. The failure or neglect of a Bidder to receive or examine such documents, work sites, statutes, regulations, ordinances, or resolutions shall in no way relieve the Bidder from any obligations with respect to its Proposal or to any Contract awarded pursuant to this RFP. No claim for additional compensation will be allowed which is based on lack of knowledge or misunderstanding of this RFP, work sites, statutes, regulations, ordinances, or resolutions.

M. Cost of Proposals

BCRTA is not liable for any costs incurred by Bidders in the preparation, presentation, testing, or negotiation of Proposals submitted in response to this solicitation.

N. Location of RFP Services

The services described in the Proposal may either be performed at the office for which the services are required (our Hamilton office) or at the Proposer's place of business, so long as Proposer has sufficient resources and space to complete all services for this project to the satisfaction of BCRTA.

SECTION 2 – SCOPE OF WORK

The Butler County Regional Transit Authority seeks to enter a contract for vehicle wrapping services for BCRTA's entire fleet of vehicles for a set term. Proposer's services MUST include the following:

1. Ability to wrap vehicles of varying sizes across BCRTA's fleet:
    a. 40 Foot Transit Buses
    b. 40 Foot Trolley Style Transit Buses
    c. 45 Foot Commuter Coaches
    d. 24 Foot, 14-Passenger Cutaway Buses
    e. 30 Foot, 27-Passenger Cutaway Buses
    f. 16.5 Foot Modified Accessible Minivans
2. Ability to do wraps of all sizes and dimensions on all vehicle types
3. Removal of old graphics/wraps from all vehicles
4. Creation of new graphics/wraps in designs provided by BCRTA – Proposers must be capable of editing BCRTA-created native design files for print production

As noted in Section 1, Item N, this work may be performed either on BCRTA's premises or at Proposer's location, as applicable and feasible. If different services require different locations, please indicate as such on Attachment B and within the proposal.

SECTION 3 – PROPOSAL SUBMISSION PROVISIONS

A. Modification or Withdrawal of Proposals Prior to Submittal Date and Late Proposals

Not later than twenty-four (24) hours before the time set for Proposal opening, a Bidder may request to withdraw or modify its Proposal. Such a request must be made in writing by a person with authority as identified on the RFP Cover Page, provided their identity is made known and a receipt is signed for the Proposal. All Proposal modifications shall be made in writing executed and submitted in the same form and manner as the original Proposal. Any Proposal or modification of Proposal received at BCRTA's office designated in the solicitation after the exact time specified for Proposal receipt will not be considered.

B. Errors and Administrative Corrections

BCRTA will not be responsible for any errors in Proposals. Bidders will only be allowed to alter Proposals after the submittal deadline in response to requests for clarifications by BCRTA. BCRTA reserves the right to request an extension of the procurement period from Bidders.

BCRTA reserves the right to allow corrections or amendments to be made that are due to minor administrative errors or irregularities, such as errors in typing, transposition or similar administrative errors. Erasures or other changes or entries made by the Bidder must be initialed by the person signing the Proposal.

C. Compliance with RFP Terms and Attachments

BCRTA intends to award a Contract based on the terms, conditions, and attachments contained in this RFP. Bidders are strongly advised to not take any exceptions. Bidders shall submit Proposals which respond to the requirements of the RFP. An exception is not a response to an RFP requirement. If an exception is taken, a “Notice of Exception” must be submitted with the Proposal. The “Notice of Exception” must identify the specific point or points of exception and provide an alternative.

Proposers are cautioned that exceptions to the terms, conditions, and attachments may result in rejection of the Proposal.

D. Collusion

The Bidder guarantees that the Proposal submitted is not a product of collusion with any other Bidder, and no effort has been made to fix the Proposal price of any Bidder or to fix any overhead, profit, or cost element of any Proposal price.

If BCRTA determines that collusion has occurred among Bidders, none of the Proposals from the participants in such collusion shall be considered. BCRTA’s determination shall be final.

E. Pricing, Taxes, and Effective Date

The price to be quoted in any Proposal will include all items of labor, materials, tools, equipment, delivery, and other costs necessary to fully meet the requirements of BCRTA. Any items omitted, which are clearly necessary for the completion of this project, will be considered a portion of such specifications, although not directly specified.

Proposals shall include all freight charges, FOB to the designated delivery points.

BCRTA is exempt from payment of Federal Sales, Excise and Transportation Tax, and the Ohio

Sales, Excise and Use Tax. As such, proposers will not include these taxes in their price(s). All other government taxes, duties, fees, licenses, permits, royalties, assessments, and charges shall be included in the proposed price.

In the event of a discrepancy between the unit price and the extended amount for a required item, the unit price will govern. The price quoted by the proposing firms will not change for a period of ninety (90) days, beginning from the date the Proposal is opened.

F. Rejection of Proposals

Any Proposal failing to conform to the essential requirements of the RFP, such that it materially affects price, quantity, quality, or delivery of the items offered, or in which the bidder imposes conditions modifying the requirements of the RFP or limiting its liability to BCRTA in a way that gives the bidder an advantage over others, will be rejected as non-responsive. Minor informalities or errors that do not go to the substance of a Proposal may be waived. A low bidder may be requested to delete certain conditions from its Proposal, provided they do not affect the substance of the Proposal. If the bidder fails to furnish a proposal guarantee required as a condition of the Proposal, the Proposal must be rejected.

G. Rejection of All Proposals

When it is determined to reject all Proposals, all bidders will be notified that all Proposals were rejected stating the reasons for rejection.

H. Additional Information, Rejection

BCRTA reserves the right to request additional information from any Proposer, or none. It also reserves the right to reject any and all proposals without prior notice; to waive informalities and technicalities; to extend deadlines without notice; to negotiate directly with only those respondents deemed to be qualified according to the criteria on this RFP; and to enter into one, more than one, or no contracts as it shall deem to be in its best interests.

I. Protests

1. General

   Protests may be made by prospective Proposers, Vendors, or Proposers whose direct economic interest would be affected by award of a contract or by failure to award a contract. BCRTA will consider all protests requested in a timely manner regarding the award of a contract, whether submitted before or after an award.

   All protests are to be submitted in writing to:

   Butler County RTA
   3045 Moser Court
   Hamilton, Ohio 45011

   Protest submissions should be concise, logically arranged, and clearly state the grounds for protest. A protest must include at least the following information:

   i. name, address, and telephone number of Protestor;
   ii. identification of contract solicitation number;
   iii. a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and
   iv. a statement as to what relief is requested.

Protests must be submitted to BCRTA in accordance with these procedures and time requirements, must be complete and contain all issues that the protestor believes relevant.

2. Protests Before Proposal Opening
   Protests alleging restrictive specifications or improprieties which are apparent prior to Proposal opening or receipt of proposals must be submitted in writing at the address above and must be received at least seven (7) days prior to Proposal opening or closing date for receipt of Proposals. If the written protest is not received by the time specified, Proposals may be received, and an award made in the normal manner, unless BCRTA determines that remedial action is required. Oral protests not followed up by a written protest will be disregarded. BCRTA may request additional information from the appealing party and information or response from other bidders, which shall be submitted to BCRTA not less than ten (10) days after the date of BCRTA's request. So far as practicable, appeals will be decided based on the written appeal, information and written response submitted by the appealing party and other bidders. In failure of any party to timely respond to a request for information, it may be deemed by BCRTA that such party does not desire to participate in the proceeding, does not contest the matter, or does not desire to submit a response, and in such a case, the protest will proceed and will not be delayed due to the lack of a response. Upon receipt and review of written submissions and any independent evaluation that BCRTA deems appropriate, BCRTA shall either:
   i. Render a final decision, or
   ii. At the sole election of BCRTA, conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions and facts, documents, justification, and technical information in support thereof. Parties may, but are not required to, be represented by counsel at the informal hearing, which will not be subject to formal rules of evidence or procedures. Following the informal hearing, if one is held, the BCRTA will render a decision, which shall be final, and notify all interested parties thereof in writing but no later than ten (10) days from the date of informal hearing.

3. Protests After Proposal/Proposal Opening/Prior to Award
   Protests against the making of an award by the BCRTA must be submitted in writing to BCRTA and received within seven (7) days of the award by the BCRTA. Notice of the protest and the basis therefore will be given to all bidders or proposers. In addition, when a protest against the making of an award by the BCRTA is received and it is determined to withhold the award pending disposition of the protest, the bidders or proposers whose Proposals might become eligible for award shall be requested, before expiration of the time for acceptance, to extend or to withdraw the Proposal. Where a written protest against the making of an award is received in the time period specified, award will not be made prior to seven (7) days after resolution of the protest unless BCRTA determines that:
   i. The items to be purchased are urgently required; or
   ii. Delivery or performance will be unduly delayed by failure to make award promptly; or
   iii. Failure to make award will otherwise cause undue harm to BCRTA or the federal government.

4. Protests After Award
   In instances where the award has been made, the Contractor shall be furnished with the notice of protest and the basis thereof. If the contractor has not executed the contract as of the date the protest is received by BCRTA, the execution of the contract will not be made

prior to seven (7) days after resolution of the protest unless BCRTA determines that:

i. The items to be purchased are urgently required; or
ii. Delivery or performance will be unduly delayed by failure to make award promptly; or
iii. Failure to make award will otherwise cause undue harm to BCRTA or the federal government.

5. Decision
   Any decision pertaining to a protest following the guidelines contained in this section is final.

6. Protests to Federal Transit Administration (FTA)
   Under certain limited circumstances, an interested party may protest to the FTA the award of a contract pursuant to an FTA grant. FTA's review of any such protest will be limited to:

   i. Alleged failure by BCRTA to have written protest procedures or alleged failure to follow such procedures, or
   ii. Alleged violations of specific federal requirement that provides an applicable complaint procedure shall be submitted and processed in accordance with that federal regulation.

   Protestors shall file a protest with FTA not later than five (5) working days after BCRTA renders a final decision under the BCRTA protest procedure. In instances where the protestor alleges that BCRTA failed to make a final determination on the protest, the protestor shall file a complaint with FTA no later than five (5) Federal working days after the protestor knew or should have known of BCRTA's failure to render a final determination in the protest.

7. Submission of Protest to FTA
   Protests submitted to FTA should be submitted to the FTA Region 5 Office in Chicago, Illinois with a concurrent copy to BCRTA. The protest filed with FTA shall:

   i. Include the name and address of the protestor;
   ii. Identify the BCRTA project number and the number of the contract solicitation;
   iii. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to follow BCRTA's protest procedures, or the alleged failure to have procedures, and be fully supported to the extent possible
   iv. Include a copy of the local protest filed with BCRTA and a copy of the BCRTA decision, if any.

SECTION 4 - PROPOSAL EVALUATION & CONTRACT AWARD

A. General

BCRTA shall employ the Scored Criteria-Based Selection in a Negotiated Purchase Method in making the award for this procurement. Experience, technical capacity and price information will be evaluated. Proposers will be required to submit supporting documentation on the technical aspects and cost. The Evaluation Committee may elect to interview proposers to clarify their proposals and/or for the Proposers to make oral presentations. If interviews, presentations, or negotiations are held, the evaluation team may reevaluate the proposals of those firms interviewed. BCRTA expects all offerors to fully cooperate with its evaluation process. The contract will be awarded to the responsive and responsible bidder with the highest score that is in the best interest of BCRTA.

Due to COVID-19 related restrictions and policies, BCRTA may ask providers to do a virtual interview instead of in-person at this time. All correspondence will come from the BCRTA Procurement staff for interview scheduling.

B. Evaluation of Proposals

The Evaluation Committee will evaluate the proposals in accordance with the criteria set forth below. The total evaluation points, as separately determined by each team member, will be added and each proposer will be ranked in numerical sequence, from the highest to the lowest score. BCRTA may then select the proposal that is considered the most advantageous to BCRTA.

Scored Criteria	**Weighting**
Total Contract Price (Based on Attachment B submission)	30%
Technical Capacity	35%
Experience	35%

Total Contract Price (30 Quality Points)
Complete "Attachment B – Pricing Sheet" and submit separately from the rest of the proposal. It MUST INCLUDE firm, fixed pricing for all items listed on the price spreadsheet (failure to fully complete the attachment may deem your submission non-responsive and your proposal may not be evaluated). *Note that proprietary pricing sheets may be submitted for clarification ONLY and will not be evaluated as part of the formal proposal.*

Technical Capacity (35 Quality Points)
Proposer must provide, in narrative form, an explanation of their capacity to handle this type of services contract. The Proposer should include their company's ability to enter this type of services contract for a transit agency's fleet of vehicles, including, at minimum but not limited to, the number and experience of trained staff, availability of appropriate equipment, turnaround times for wrap projects and current and projected workload of the Proposer. Proposer should provide any documentation that supports their technical capacity.

Experience (35 Quality Points)
Proposer must provide at least 3 references and an outline of their experience with installation of vehicle wraps on all types of vehicles. Proposers should particularly highlight any experience with these kinds of services contracts over a term of years, especially if that experience is with government agencies/federal transit administration grantees or other companies of comparable size to BCRTA.

C. Eligibility for Award

1. For a Bidder to be eligible for award, Bidders must be deemed responsive and responsible.
2. Responsive Proposals are those complying in all material aspects of the solicitation, both as to the method and timeliness of submission and as to the substance of the provided submission. Proposals that do not comply with all the terms and conditions of the solicitation may be rejected as non-responsive.
3. Responsible Bidders are those prospective Proposers who, at a minimum, must:

i. Have adequate financial resources, as required during performance of the Contract.
ii. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments.
iii. Have a satisfactory record of past performance.
iv. Have necessary technical capability to perform.
v. Certify that they are not on the U.S. Comptroller General's list of ineligible Proposers.
vi. Are qualified as a manufacturer or regular provider of the equipment being offered.
vii. Are otherwise qualified and eligible to receive an award under applicable laws and regulations.

D. Single Proposal Response

BCRTA may award a contract to a single bidder provided that an analysis can be completed which documents the price is fair and reasonable. Price analysis will be used when price reasonableness cannot be established based on catalog or market price of a commercial product sold in quantity or set by law or regulation. A cost analysis is required in all other cases of single Proposal evaluation.

FTA Circular 4220.1F specifies that single Proposals must be considered as non-competitive negotiations and negotiated procurement procedures must be followed.

E. Cost or Price Analysis

BCRTA reserves the right to conduct a cost or price analysis for any purchase. BCRTA may be required to perform a cost analysis when competition is lacking for any purchase. Sole source procurements which result in a single Proposal being received will be subject to a cost analysis which will include the appropriate verification of cost data, the evaluation of specific elements of costs and the projection of data to determine the effect on Proposal prices. BCRTA may require a Pre-Award Audit and potential Proposers shall be prepared to submit data relevant to the proposed work which will allow BCRTA to sufficiently determine that the proposed price is fair, reasonable, and in accordance with Federal, state, and local regulations. Procurements resulting in a single Proposal will be treated as a negotiated procurement and BCRTA reserves the right to negotiate with the single Bidder to achieve a fair and reasonable price. If a negotiated price cannot be agreed upon by both parties, BCRTA reserves the right to reject the single Proposal. Contract change orders or modifications will be subject to a cost analysis.

F. Contract Award

Contract award, if any, will be made by BCRTA to the responsible Proposer whose proposal best meets the requirements of the RFP, and will be the most advantageous to BCRTA with respect to the criteria listed above, as evaluated by BCRTA.

The proposals will be evaluated by a Selection Committee established by the RTA. Proposals will be evaluated on the criteria noted above.

RTA reserves the right to reject any or all proposals, to accept other than the lowest price proposal, to negotiate separately with any source whatsoever, and to accept the proposal considered to be most advantageous to the RTA. The RTA reserves the right to select the contractor based on proposals received without seeking further information or clarification from proposers.

Upon review of the proposals, the RTA staff will designate the most qualified proposers as finalists.

These finalists may be invited to make an oral/visual presentation and participate in a question-and-answer session to clarify their proposal with the RTA Selection Committee members. If interviews or presentations are held, the Selection Committee may re-evaluate the proposals of those firms.

If negotiations are held, they will be held with all proposed finalists in the competitive range. The RTA staff would then negotiate with the most highly qualified firms, as evidenced by the ranking given a Proposer by the Selection Committee.

Following the negotiations, each of the proposers in the competitive range will be afforded the opportunity to amend their proposal and submit their best and final offer. The best and final offers will then be evaluated using the same criteria as for the initial proposals, and the rankings adjusted. If there is one (1) proposal that is the most advantageous offer for the RTA, then an award may be made to that proposer. If not, the RTA reserves the right to request another best and final offer.

If the RTA staff is unable to negotiate a satisfactory contract with the first-ranked proposer at a fair and reasonable price, negotiations will be formally terminated. Negotiations would be undertaken with the second-ranked proposer, and so on, until a satisfactory contract could be negotiated.

The negotiated contract recommendations would then be presented to the RTA Board of Trustees for approval.

Contract award will occur when BCRTA signs the Contract and/or issues a purchase order. No other act of BCRTA shall constitute Contract award. The Contract will establish the Contract value and incorporate the terms of this document but will not be the authorization for Contractor to proceed.

G. Execution of Contract and Notice to Proceed

The Proposer to whom BCRTA intends to award the Contract shall sign the Contract and return it to BCRTA. Upon authorization by BCRTA's Board of Trustees, or designee, the Contract will be countersigned. Upon receipt by BCRTA of any required documentation and submittals by the Proposer, a Notice to Proceed may be issued, if appropriate.

SECTION 5 – GENERAL TERMS & CONDITIONS

A. Assignability

BCRTA reserves the right to assign all or any portion of the award under this contract including option quantities. BCRTA's right of assignment will remain in force over the specified contract period or until completion of the contract to include options, whichever occurs first.

The terms and provisions of the Contract Documents shall be binding upon BCRTA and the Contractor and their respective partners, successors, heirs, executors, administrators, assigns and representatives. The rights and obligations of the Contractor under the Contract may not be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way. The Contractor may subcontract a portion of its obligations to other firms or parties but only after having obtained the prior written approval by BCRTA of the subcontractor, which approval shall not be unreasonably withheld. BCRTA may assign its rights and obligations under the Contract to any successor to the rights and functions of BCRTA or to any governmental agency to the extent required by applicable laws and governmental regulations or to the extent BCRTA deems necessary or advisable under the circumstances.

B. Indemnifications

The Contractor shall indemnify and save harmless RTA, its trustees, officers and employees from and against all loss, costs, liability, damage and expense whether direct, consequential or incidental, for personal injury and for property damage, such loss, costs, liability, damage and expense arising out of, or resulting in whole or in part, directly or indirectly, from work or operations under the contract but not limited to the acts, errors, omissions and negligence of Contractor's employees and agents, except to the extent of liability imposed due to RTA's own negligence.

C. Laws of Ohio

The rights and duties of the parties hereto shall be determined by the laws of the State of Ohio, and to that end the contract shall be construed and considered as a contract made and to be performed in the County of Butler, Ohio.

D. Defective Work, Materials or Services

When and as often as BCRTA determines that the work, materials, or services furnished under the Contract are not fully and completely in accordance with any requirement of the Contract, it may give notice and description of such non-compliance to Contractor. Within seven (7) calendar days of receiving such written notification, Contractor must supply BCRTA with a written detailed plan which indicates the time and methods needed to bring the work, materials, or services within acceptable limits of the Contract. BCRTA may reject or accept this plan at its discretion. In the event this plan is rejected, the work, materials, or services will be deemed not accepted and returned to Contractor at Contractor’s expense. This procedure to remedy defects is not intended to limit or preclude any other remedies available to BCRTA by law, including those available under the Uniform Commercial Code.

E. Contract Term

The term of any Contract arising from this RFP shall be for the duration of contract which shall be one (1) year, with four (4) additional optional extension years. This contract would ideally commence in late 2022, no later than earlier 2023. The contract will be awarded to one (1) Bidder with an effective date upon execution of the contract.

F. Option to Extend the Term of the Contract

The Butler County Regional Transit Authority may extend the term of this contract by written notice to the Contractor within 30 days, provided that the RTA shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the RTA to an extension. If the RTA exercises this option, the extended contract shall be considered to include this option provision. The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

G. Insurance

The Contractor shall maintain, at its own expense, throughout the period of the Contract and any extensions thereof and provide the following minimum insurance coverages of the types and in the amounts described below that are applicable to the scope of work being performed:

1. **Worker’s Compensation and Employer’s Liability Insurance.** Contractor must carry Workers' Compensation Insurance (including occupational disease) in compliance with Workers' Compensation statutes of any applicable jurisdiction in which the Work is to be performed. For the attainment of Workers Compensation in monopolistic states, including Ohio, coverage must be secured through the state fund.

If Contractor is a qualified self-insurer in compliance with the laws of the state, this is also acceptable. A certificate of compliance from the appropriate workers' compensation bureau or board must be provided with the certificate of insurance.

- Part A – Statutory
- Part B – Employers Liability
    - Bodily Injury by Accident $500,000
    - Bodily Injury by Disease (Policy Limit) $500,000
    - Bodily Injury by Disease (Each Employee) $500,000

Contractor must also carry Employer's Liability Insurance with minimum limits of $1,000,000 each accident; $1,000,000 for disease (per employee); and $1,000,000 for disease (policy limit). This policy must include Ohio "Stop Gap" coverage, including coverage for "substantially certain" claims.

2. **Commercial General Liability Insurance.** Contractor must carry Commercial General Liability Insurance written on ISO form CG 00 01 10 01 (or its equivalent) with limits of $1,000,000 per occurrence and in the aggregate. Contractor shall issue certificates of insurance to BCRTA in advance of any contract execution naming "Butler County Regional Transit Authority" as Additional Insured.

3. **Commercial Auto Liability Insurance.** Contractor shall carry Commercial Automobile Liability Insurance covering all owned, leased and non-owned vehicles used in connection with the work to be performed under this contract, with limits of not less than $1,000,000 combined single limit per accident for bodily injury and property damage. Contractor shall issue certificates of insurance to BCRTA in advance of any contract execution naming "Butler County Regional Transit Authority" as Additional Insured.

4. **Fidelity Bond/Crime.** If Professional or its employees will be on the premises of BCRTA in connection with performance of work under this contract, Professional shall carry no less than $1,000,000 in Third Party Crime Coverage for the benefit of BCRTA in the event of theft or other intentional harm to BCRTA's property by Professional's employees. NOTE: This insurance is only required if the Proposer will be installing or removing the wraps on the vehicles.

H. Payment Procedures

Payments for products delivered or services performed shall be made after presentation of Contractor's invoices to BCRTA. Such invoices shall be computed in accordance with the fee schedule agreed to by BCRTA and Contractor, and incorporated into the final contract, and are due and payable within thirty (30) calendar days of receipt of a correct invoice as agreed upon by BCRTA. Each invoice shall contain Contractor's list of products or services delivered. Contractor agrees to supply with each invoice, additional information as may be requested by BCRTA.

Invoices should clearly identify the BCRTA purchase order number and any prompt payment discount offered to BCRTA for paying within ten (10) days of receipt. BCRTA may, at any time, conduct an audit of any and/or all records kept by the Contractor for this project. Any overpayment uncovered in such an audit may be charged against the Contractor's future invoices. BCRTA may withhold payment for services it believes were improper, failed to meet with project specifications, or are otherwise questionable. Invoices should be submitted on a monthly basis to: Butler County RTA, Attn: Accounts Payable, 3045 Moser Ct., Hamilton, OH 45011

SECTION 6 – FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS

A. Incorporation of FTA Terms

The following provisions include, in part, certain Standard Terms and Conditions required by DOT, whether those Terms and Conditions were expressly set forth in the preceding contract provisions or not. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F 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 [name of grantee] requests which would cause BCRTA to be in violation of the FTA terms and conditions.

B. No Obligation by Federal Government

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 of 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.

C. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies, "49 C.F. R. Part 31, apply to its actions pertaining to 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.

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.

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.

D. Audit and Inspection of Records

Contractor shall permit the authorized representatives of BCRTA, its member entities, the Ohio Auditor of State, the U.S. Department of Transportation, and the Comptroller General of the United States access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract, for the purpose of making audit, examination, excerpts and transcriptions until the expiration of three (3) years after final payment under this contract. Contractor further agrees to include all its subcontracts hereunder, a provision to the effect that the subcontractor agrees that BCRTA, its member entities, the Ohio Auditor of State, the U.S. Department of Transportation and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract,

have access to books, documents, papers and records of such subcontractor involving transactions, related to the subcontractor for the purpose of making audit, examination, excerpts and transcriptions. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding $10,000 and (2) subcontractor or purchase orders for public utility services at rates established for uniform applicability to the general public.

The periods of access and examination described above, for records which relate to (1) appeals under the "Disputes" clause of this contract, (2) litigation of the settlement of claims arising out of the performance of this contract, or (3) costs and expense of this contract as to which exception has been taken by the Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed.

E. Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (26)) 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.

F. Nondiscrimination (EEO)

Federal Requirements and Guidance. The Recipient agrees to prohibit, and assures that each Third Party Participant will prohibit, discrimination on the basis of race, color, religion, sex, or national origin, and:

1. Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq*.,
2. Facilitate compliance with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, and as further amended by Executive Order 13672, "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity," July 21, 2014,
3. Comply with Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 13.a of this Master Agreement, and
4. Follow Federal guidance pertaining to Equal Employment Opportunity laws and regulations, and prohibitions against discrimination on the basis of disability,

Specifics. The Recipient agrees:

1. Prohibited Discrimination. As provided by Executive Order 11246, as amended, and as specified by U.S. Department of Labor regulations, to ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their:
   i. Race,
   ii. Color,
   iii. Religion,
   iv. National origin,
   v. Disability,
   vi. Age,
   vii. Sexual orientation,
   viii. Gender identity, or
   ix. Status as a parent
2. Affirmative Action. Take affirmative action that includes, but is not limited to:
   i. Recruitment advertising, recruitment, and employment,
   ii. Rates of pay and other forms of compensation,
   iii. Selection for training, including apprenticeship, and upgrading, and
   iv. Transfers, demotions, layoffs, and terminations, but
3. Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer"

Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures that each Third Party Participant will comply, with:

1. U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and
2. Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note

G. Title VI, Civil Rights Act of 1964, Compliance

The Butler County Regional Transit Authority (BCRTA), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit Proposals in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subProposers, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the RTA or the Federal Transit Administration (hereinafter, "FTA") to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the BCRTA, or the FTA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with nondiscrimination provisions of this contract, the BCRTA shall impose contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:
    i. withholding of payments to the Contractor under the contract until the Contractor complies; and/or

ii. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (E) through (F) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the BCRTA or the FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the BCRTA to enter into such litigation to protect the interests of the BCRTA, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

H. Americans with Disabilities Act (ADA)

The Contractor agrees to comply with and assure that any subcontractor under this Project complies with all applicable requirements for the American with Disabilities Act of 1990 (ADA), 42 U.S.C. Section 12101 et seq. and 49 U.S.C. Section 322; Section 504 of the Rehabilitation Act of 1973, as amended., 29 U.S.C. Section 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. app. Section 1612, and the following regulations and any amendments thereto:

1. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
2. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
3. U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 38;
4. Department of Justice (DOJ) regulations, Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
5. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
6. General Services Administration, "Construction and Alteration of Public Building." Accommodations of the Physically Handicapped," 41 C.F.R. Part 10119;
7. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
8. Federal Communications regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
9. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49
10. C.F.R. Part 609

I. Energy Conservation

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

J. Termination of Contract for Default

If, through any cause, the Contractor shall fail to perform fully, timely and in proper manner its obligations under this contract, or if the Contractor shall breach any of the covenants, conditions or agreements contained in the contract, the BCRTA shall thereafter have the right to terminate this contract by giving notice in writing which shall specify the effective date thereof, to the Contractor of such termination. In such event, any goods delivered and/or installed by the Contractor under this contract shall, at the option of BCRTA, become the BCRTA's property and the Contractor shall be entitled to receive just and equitable compensation therefor, not to exceed the maximum aggregate compensation payable by BCRTA to contractor as stated in Blanket Purchase Order. In the event of a termination pursuant to this Article, the BCRTA may elect instead to remove any goods delivered and/or installed and redeliver the same to the Contractor, all at the Contractor's sole expense, including reasonable charges for any time and/or labor expended by the BCRTA's employees.

Notwithstanding the above, the Contractor shall not be relieved of any liability to the BCRTA for damages sustained by the BCRTA by virtue of any breach of contract or warrants, or of both, by the Contractor for the purpose of setoff and/or recoupment until such time as the exact amount of damages due the BCRTA from the Contractor is determined.

K. Termination for Convenience of BCRTA

The BCRTA may terminate this contract any time by a notice in writing that shall specify the effective date thereof, from the BCRTA to the Contractor, at least thirty (30) days before the effective date of such termination. In that event, any goods accepted by the BCRTA prior to the effective date of the termination shall become the BCRTA's property and the Contractor shall be entitled to receive just and equitable compensation therefor and for any services accepted by the BCRTA prior to the effective date; provided, nevertheless, that the amount of such compensation shall not, in any event, exceed the maximum aggregate compensation payable by BCRTA to contractor as stated in Blanket Purchase Order, properly attributable to the goods and/or services so accepted.

Neither the acceptance, by the BCRTA, of any goods and/or services; the payment, by the BCRTA, for any goods and/or services; nor both acceptance and payment, shall be deemed to waive, to compromise, or to affect in any manner the liability of the Contractor for any breach of contract, of warranty, or both of contract and of warranty.

L. Debarment and Suspension

The Contractor agrees to comply with U.S. Department of Transportation regulations, "Government Debarment and Suspension (Non-procurement)", 49 CFR Part 29, and otherwise comply with the requirements of those regulations. This includes the requirement of the proposer to submit the Certification of Primary Contractor Regarding Debarment, Suspension, and Other Responsibility Matter for all projects when the total aggregate value of the Contract exceeds $100,000 and to submit a Certification of Lower Tier Participation Regarding Debarment, Suspension and Other Ineligibility and Voluntary Exclusions for each subcontractor which will have a financial interest in this Project which exceeds $25,000 or will have a critical influence on or a substantive control over the Project.

BCRTA will not make payment to the Contractor or subcontractor which 1) does not comply with this contract provision or 2) is not in compliance with the above-cited federal requirements or 3) fails to sign and agree to the language in Government-Wide Debarment and Suspension Certification (Attachment E).

M. Breaches and Dispute Resolution

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of BCRTA's Executive Director. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Executive Director. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director shall be binding upon the Contractor and the Contractor shall abide be the decision.

Performance During Dispute - Unless otherwise directed by BCRTA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the BCRTA and the Contractor arising out of or relating to this

agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the BCRTA is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the BCRTA, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

N. Lobbying

During the term of this Contract, the Contractor agrees to comply with the provisions of 31 USC Section 1352, which prohibits the use of federal funds for lobbying by any official or employee of any federal agency, or member or employee of Congress; and requires the Contractor to disclose any lobbying of any official or employee of any federal agency, or member or employee of Congress in connection with federal assistance. The Contractor agrees to comply with U.S. DOT regulations, "New Restrictions on Lobbying," 49 CFR Part 20 and include these requirements in any subcontract which exceeds $50,000.

BCRTA will not make any payment to the Contractor or subcontractor which 1) does not comply with the contract provisions or 2) is not in compliance with the above-cited federal requirements or 3) fails to sign and agree to the language in Lobbying Certification **(Attachment F)** which is mandated by 49 CFR Part 19, Appendix A, Section 7.

O. Environmental Violations

Contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the **Clean Air Act**, 42 USC (1857(h); Section 508 of the **Clean Water Act**, 33 USC 1368; Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15) which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. Contractor shall report violations to FTA and to the U.S. EPA Assistant Administrator.

P. Disadvantaged Business Enterprise (DBE) Participation

1. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises *in Department of Transportation Financial Assistance Programs.* The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. BCRTA has established a .29% race-neutral transit DBE goal for FFY 2021-2023**.** A separate contract specific goal has not been established for this procurement.
2. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the **Recipient** deems appropriate, which may include, but is not limited to:
    i. Withholding monthly progress payments
    ii. Assessing sanctions
    iii. Liquidated damages, and/or
    iv. Disqualifying the contractor from future bidding as non-responsible

3. The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed in its written documentation of its contract commitment to the Recipient unless the contractor obtains written consent from the Recipient.
4. The contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBEs as listed in its written documentation of its commitment to the Recipient unless the contractor obtains written consent from the Recipient.

5. The contractor will be required to report its DBE participation obtained throughout the period of performance.
6. **Prompt Payment -** The contractor is required to pay its subProposers performing work related to this contract for satisfactory performance of that work no later than **10** calendar days after the contractor's receipt of payment for that work from the **Recipient.** In addition, the contractor is required to return any retainage payments to those subProposers within **10** calendar days after incremental acceptance of the subcontractor's work by the **Recipient** and contractor's receipt of the partial.
7. The contractor shall not terminate a DBE subcontractor listed in its written documentation of its commitment to the **Recipient** to use a DBE subcontractor (or an approved substitute DBE firm) without the **Recipient's** prior written consent. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.
8. The contractor must promptly notify the **RECIPIENT** whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work.

For purposes of this paragraph, good cause includes the following circumstances:

1. The listed DBE subcontractor fails or refuses to execute a written contract.
2. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor.
3. The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.
4. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
5. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law;
6. BCRTA determined that the listed DBE subcontractor is not a responsible contractor;
7. The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal;
8. The listed DBE is ineligible to receive DBE credit for the type of work required;

    i. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;

    ii. Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

9. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the **RECIPIENT**.
10. Before transmitting to BCRTA its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to BCRTA, of its intent to request to terminate and/or substitute, and the reason for the request.

Q. Recycled Products

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.

R. Privacy Act

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.

ATTACHMENT A – SUMMARY OF PROPOSAL REQUIREMENTS

Failure to Submit Any of the Following Documents May Render Your Proposal Non-Responsive

Proposal Submission: Complete the following checklist indicating that the documents required for this proposal are enclosed.

_____ RFP Cover Page

_____ Request for Proposal (All Sections Completed)

_____ Attachment A – Summary of Proposal Requirements

_____ Attachment B – Price Proposal Form

_____ Attachment C – Request for Approved Equals

_____ Attachment D – Receipt of Addenda

_____ Attachment E – Federal Clauses for Signature

_____ Attachment F – References

_____ Bureau of Worker's Compensation Certificate

_____ Employer Liability Insurance Certificate

_____ Commercial General Liability Insurance Certificate

_____ Commercial Auto Liability Insurance Certificate

_____ Proposer's Warranty Information (as required)

Authorized Signature	*Title*
Signature Name Printed	*Title Printed*
Company Printed	*Date*

ATTACHMENT B – PRICE PROPOSAL FORM

Enter firm fixed pricing on attached excel spreadsheet, as instructed.

ATTACHMENT C – APPROVED REQUEST FOR APPROVED EQUAL

Please submit with “NA” if no Approved Equals Requested

DATE: _____

BIDDER: _____

SECTION: _____ PAGE: _____

BIDDERS REQUEST:

_____

_____

_____

_____

_____

_____

BCRTA RESPONSE:

APPROVED: _____

DENIED:_____

COMMENTS:_____

_____

_____

SIGNATURE _____DATE_____

ATTACHMENT D – RECEIPT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to the Documents.

(Give number and date of each. Please submit with NA if no addenda issued)

Addendum Number _____ Dated_____

Addendum Number _____ Dated_____

Addendum Number _____ Dated_____

Addendum Number _____ Dated_____

Addendum Number _____ Dated_____

Addendum Number _____ Dated_____

Addendum Number _____ Dated_____

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non-responsive to this Request for Proposal, which will require rejection of the Proposal.

_____
Signature

_____
Title

_____
Date

ATTACHMENT E – FEDERAL CLAUSES FOR SIGNATURE

Please sign and date each clause as required:

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

2 CFR part 180
2 CFR part 1200
2 CFR § 200.213
2 CFR part 200 Appendix II (I)
Executive Order 12549
Executive Order 12689

Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subProposers are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;

b) Suspended from participation in any federally assisted Award;

c) Proposed for debarment from participation in any federally assisted Award;

d) Declared ineligible to participate in any federally assisted Award;

e) Voluntarily excluded from participation in any federally assisted Award; or

f) Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:
The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Date:_____

Signature:_____

Company Name:_____

Title:_____

LOBBYING RESTRICTIONS

31 USC § 1352
2 CFR § 200.450
2 CFR part 200 Appendix II (J)
49 CRF part 20

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering A-48 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 influencing or attempting to influence 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.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all 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 section 1352, title 31, U.S. Code. 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.

Date:_____

Signature:_____

Company Name:_____

Title:_____

ATTACHMENT F – REFERENCES

Please provide at least three (3) references that we are permitted to contact in the event your proposal is selected, with preference for other transit agencies or contracts with vehicles of the same size and type.

Reference Name	Company/Project	Phone Number	Email Address