



Greater Cleveland Regional Transit Authority

REQUEST FOR PROPOSAL

AUDIBLE PEDESTRIAN TURN SYSTEM

RFP NO. 2009-107



Bid Due Date:	Thursday, September 17, 2009 11:00 a.m.
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August 17, 2008



Prospective Proposers:

**Re: Audible Pedestrian Turn System
(RFP NO. 2009-107)**

The Greater Cleveland Regional Transit Authority (GCRTA) transmits herewith a Request For Proposal (RFP) for the above referenced services.

The DBE goal for this procurement is twenty percent (20%).

The procurement schedule for this project is as noted below:

- **Sealed proposals for this procurement will be received until 11:00 A.M., official time, Thursday, September 17, 2009** at the location noted below. Proposals received after the designated time or at any other than the designated location will not be accepted. Proposals shall be submitted to:

The Greater Cleveland Regional Transit Authority
Procurement Department
1240 West Sixth Street
5th Floor
Cleveland, OH 44113 – 1331
Attn: William Berhannan, Procurement Team Leader

A Pre-Proposal Conference will be held on Tuesday, September 8, 2009 at 1:00 p.m. in Conference Room 5D at the above address.

All communications regarding this procurement, including requests for clarification shall be directed to William Berhannan, Procurement Team Leader (216) 421-2283, E-Mail wberhannan@gcrtta.org or at the address of the Procurement Department noted above.

All necessary instructions are included in this RFP and should be followed with care. Any questions submitted after **12:00 noon on Monday, September 14, 2009** will not be answered.

Sincerely,

William Berhannan
Team Leader - Bus

Attachments

GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY

REQUEST FOR PROPOSALS NO. 2009-107

Pedestrian Alert System

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Scope of Work

Supply and Installation of Bus Turning Alert System

Contractor Requirements:

1.0 Contractor Requirements:

1.1 Qualifications: The Contractor must submit with their proposal confirmation that they have successful experience in the manufacturing and servicing of electronic technology directly related to collision avoidance systems or alert systems. The Contractor must also demonstrate that they have the necessary facilities, equipment, and financial resources to fulfill the conditions of this specification (See Instruction to Proposers Section 3 & 4).

1.2 Equipment: The equipment must be of new manufacture. Used, rebuilt or demonstrated equipment will not be acceptable. All equipment must comply with all applicable US Federal, State and local safety regulations.

2.0 Bus Operator Collision Mitigation Device:

2.1 Requirements: Pedestrian Alert System shall provide an audible alert for both the interior and exterior of the vehicle (bus). System interior volume to be adjustable to 10 to 15 decibels above ambient noise at the driver's area. System exterior to be adjustable up to 10 to 15 decibels higher than normal ambient city noise levels. The system shall be activated by a 45 degree turn (right or left) in the steering column mechanism. System shall be installed without extensive modifications to steering mechanism including steering column. Contractor is required to provide complete installation and support during the complete contract duration.

Option: The system shall feature the option to upgrade to a GPS based system. The GPS based system should be programmed to sound the audible alert for specific locations. The system shall be configured not to activate when the vehicle (bus) is stopped or at a light of the intersection but activate only when the vehicle (bus) is making its turn (right or left) but prior to passing the danger intersection or crosswalk area. The two systems shall be easily interchangeable.

2.2 The Bus – Pedestrian Alert System shall also be equipped to make separate audible announcements while making left or right hand turns at specific intersections as determined by GCRTA.

2.3 The system shall be stand-a-lone and operate independent of the other(s). The Contractor is required to design, furnish and install approximately 500 systems on GCRTA revenue vehicles (buses).

2.4 Pilot System: At the expense of the Contractor and prior to final award for production, each Contractor shall provide four (4) complete operating systems including drawings, schematics, installation diagrams and a work plan for approval of GCRTA Engineering and System Safety. Once approved, four (4) Complete Systems shall be provided to GCRTA for installation on four (4) GCRTA vehicles (buses). The pilot systems shall successfully

Scope of Work

Supply and Installation of Bus Turning Alert System

operate in GCRTA revenue service for no less than 2 weeks and be approved by GCRTA Engineering and System Safety.

3.0 System configuration:

- 3.1 **Wiring:** Wiring must be number stamped with circuit identification every twelve inches (12"), color-coded and long enough to allow four additional terminations. Wiring harness must not contain wires of different voltages. Since wires will be directly hooked up to the vehicle battery, fuse protection up to 1000VDC is required to be provided with each vehicle installation. Grommets or other protective material must be installed at points where wiring penetrates metal structures outside of electrical enclosures. Wiring supports must be protective and non-conductive at areas of wire contact and must not be damaged by heat, water, solvents, or chafing. Sealed connections and (type) connections must be provided to prevent water intrusion, corrosion or dielectric breakdown.
- 3.2 **Printed Circuit Boards (PCB):** PCB's must be mounted to permit ease of removal and replacement. All PCB's must be constructed in accordance with MIL-STD-275 "Printed Circuit Boards (PCB)", all board material must meet the requirements defined in MIL-P-13949 "Printed Circuit Board Material" and the coating of the boards must comply with MIL-I-46058.
- 3.3 **Radiated and Conductive Emissions:** At a minimum the Bus - Pedestrian Alert System must be in accordance with MIL-STD-461 and within the conductive radiated emission levels defined by UMTA MA06-0153-86-6 "Conductive Emissions"
- 3.4 **Diagnostics:** All major failures including but not limited to short circuits overheating, blown fuses, communications errors must be indicated to service personnel via an LED located on the exterior of the unit. All failures that result in a shutdown or the system must be stored in a data logger, which can be accessed via a laptop. The data logger viewer must be compatible with Microsoft Windows and utilize USB 2.0 technology.
- 3.5 **Antenna and Mounting Hardware:** Each vehicle may have a different route and reacts differently depending on the planned route and intersection. As part of the proposed option the contractor's responsibility will be to design and install an antenna including mounting installation instructions and complete hardware set and mounting location for each type of vehicle (approx 500 vehicles). System to be programmable such that the vehicle will not activate in an intersection that has not been designated as a danger area.
- 3.6 **Installation:** Contractor is required to furnish and install approximately 500 Pedestrian Alert Systems on GCRTA revenue vehicles. The installation will be performed at the GCRTA facility garages. Contractor will be required to submit an installation schedule that is acceptable to GCRTA. GCRTA will make available a bus lift, compressed air and electricity for installation of the system on the revenue vehicles. One year after final installation, the contractor shall provide a failure rate analysis of the systems and shall submit a report with corrective actions to GCRTA for approval.

Scope of Work

Supply and Installation of Bus Turning Alert System

3.7 **Operational and Maintenance Manuals:** Contractor is to provide complete O&M manuals

3.8 **Training:** Contractor shall provide complete training to GCRTA Operators and mechanics.

III. INSTRUCTIONS TO OFFERORS

Responses to this Request for Proposals shall be made in accordance with the following requirements. All information which is proprietary in nature should be marked as such. The Authority reserves the right to make an award without further discussions or to reject any or all proposals when it is considered in the best interest of the Authority to do so.

Form of Response

Sealed proposals shall be submitted in **two distinct volumes, a technical proposal** and a **pricing/cost proposal**. To permit an equitable and expedient review process, every offeror shall use the same form and order of proposal. One (1) original (marked "Original") and seven copies of the proposal shall be submitted. The format shall be an 8.5" x 11" booklet which will allow the pages to open fully and lie flat. No foldout sheets shall be used. The contents will be organized as follows:

A. Technical Proposal

1. *Front Cover*

Show title as follows:

**PEDESTRIAN ALERT SYSTEM
RFP NO. 2009-107**

***GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY*
(NAME OF FIRM OR FIRMS OFFERING PROPOSAL)
TECHNICAL PROPOSAL**

2. *Transmittal Letter*

Address to:

Frank J. Polivka
Director of Procurement
Greater Cleveland Regional Transit Authority
Root-McBride Building
1240 West Sixth Street
5th Floor
Cleveland, Ohio 44113-1331

The letter shall identify the firm or firms participating in the proposal, state clearly the contractual relationship among them, and identify by name, title, address, telephone and facsimile number of the individual who will represent the offeror in negotiating with the Authority.

3. *Experience*

Submit a statement of relevant experience involving assignments of similar size and scope including the involvement and responsibility of the personnel to be identified under Section 5 below.

4. *References*

Provide a statement listing the names, titles, firms, contact persons, addresses and telephone number of three (3) recent clients that GCRTA may contact regarding the firm. As part of this reference section for each referenced client there should be a description of the scope of work and achieved results.

5. *Staffing*

Provide a plan for staffing the work, provide resumes of key personnel, including management plan to control this project, special equipment or facilities needed.

6. *Technical Proposal*

- a. In the Request for Proposal, GCRTA seeks solid information about the offeror's capacity to provide the services GCRTA requires. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness, elaborate art work, expensive paper and bindings, and expensive visual and other representation aids are neither necessary or wanted.
- b. The technical proposal, which will be important in the selection for award of a contract, should be specific and complete, and your proposal should demonstrate a thorough understanding of the requirements of the Scope of Services. Legibility, clarity and completeness of the technical approach are important. ***The technical proposal should not contain any reference to costs or prices.***
- c. The proposal should respond to all questions identified in Part II, Scope of Services, and include all Required Documentation identified in Paragraph 8 below.

7. *Authorized Negotiators*

Provide a statement identifying persons who will represent the offeror in contract negotiations as follows:

“The offeror represents that the following persons are authorized to negotiate on its behalf with the GCRTA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).”

8. Required Submittals

The following attachments/enclosures are included in this Request for Proposals and should be completed, signed, and returned as part of the proposal:

Enclosure A-1	-	Equal Employment Opportunity Information Report EEO-1
Enclosure A-2	-	Non-Discrimination Affidavit
Enclosure A-3	-	Employment Practices
Enclosure A-4	-	Affirmative Action Plan
Enclosure A-5	-	Requirements on Prime and Sub-Contractors
Attachment B	-	Not Required For This Procurement
Attachment C	-	Proposer's Affidavit
Attachment D	-	Delinquent Personal Property Tax Statement
Attachment F	-	Certification of Proposer Regarding Debarment, Suspension, Proposed Debarment and Other Responsibility Matters
Attachment G	-	Certification Regarding Procurement Integrity
Attachment H	-	Certification Regarding Restrictions on Lobbying
Attachment I	-	Contract for Services
Attachment J	-	Contract Pricing Proposal or Similar Cost Breakdown
Attachment K	-	Security Certification

B. Pricing/Cost Proposal

1. Front Cover

Show title as follows:

PEDESTRIAN ALERT SYSTEM
RFP NO. 2009-107

GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
(NAME OF FIRM OR FIRMS OFFERING PROPOSAL)
PRICING/COST PROPOSAL

2. Form of Response

One original (Marked "Original") and seven (7) copies shall be submitted. Section II – Scope of Services must be priced on the basis described therein. To comply with federal guidelines, GCRTA will require each proposer to provide cost and pricing data to support its price, prior to the start of negotiations. This cost and pricing data should be submitted in a format which will allow for analysis of individual elements of cost including labor, materials, overhead, other direct costs, etc. It is mandatory that profit be identified as a separate element of cost. **Attachment J provides a format for submitting this information.**

C. Procedural

1. *Clarity and Completeness*

The Authority seeks solid information about the proposer's capability to perform the services required. Unnecessarily elaborate brochures or other presentations beyond that required to provide a complete and effective response to this solicitation are not desired and may be construed as an indication of the proposer's lack of understanding of these requirements and cost consciousness. The proposal is expected to fully address all the requirements of Section II, Scope of Services, without resort to elaborate artwork, expensive paper, bindings, or visual and other presentation aids. The proposal should also include a project completion schedule that includes milestone dates that are clearly defined.

2. *Confidential Data*

Offerors which include in their proposals data that they do not wish disclosed to the public for any purpose or used by the Authority except in conjunction with this solicitation shall:

b. Mark the title page with the following legend:

This proposal includes data that shall not be duplicated, used, or disclosed in whole or in part, for any other purpose other than in conjunction with this solicitation. If, however, a contract is awarded the proposer partly as a result of this data, the Authority shall have the right to duplicate, use or disclose such data to the extent provided in said contract. This restriction does not limit the Authority's right to use such data if it is obtained from another source without restriction. The data subject to this restriction are contained in pages (insert identification of pages).

c. Mark each page or sheet identified on the title page legend:

Use or disclosure of data contained on this page (sheet) is subject to the restrictions on the title page of this proposal.

Please note that the Authority will use its best efforts to comply with and enforce such restrictions. However, the Authority is subject to the Ohio Public Records Act and the Federal Freedom of Information Act, either of which may limit its ability to protect such data. The Authority shall use its best efforts to notify affected proposers of any such requests made pursuant to the Acts within a time which will allow the proposer an opportunity to seek protection of such information against disclosure.

3. *Submittal Date*

Proposals will be received up to but no later than **11:00 a.m., Official Time, Thursday, September 17, 2009** or such other time as may be established by an addendum to this Request for Proposals issued by the Director of Procurement. Hand-delivered proposals shall be deposited with the receptionist in the Authority's Procurement Department on the 5th Floor of the Root-McBride Building, 1240 West

Sixth Street, Cleveland, Ohio 44113-1331.

Official time shall be the time shown on the date/time stamp clock in the Authority's Procurement Department.

4. *Pre-Proposal Conference*

The pre-proposal conference will be held Tuesday, September 8, 2009 at 1:00 p.m. in the Conference Room 5D, at the:

Greater Cleveland Regional Transit Authority
1240 West 6th Street
Cleveland, OH 44113

5. *Amendment to Solicitation*

Any amendment or modification to this Request for Proposals shall be by addendum issued by the Director of Procurement.

Any such addendum shall be acknowledged by each offeror as part of the proposal, on the forms provided. All terms and conditions of this solicitation not modified by such addendum shall remain unchanged.

6. *Late submissions, Modifications, and Withdrawal of Proposals*

- a. Any proposal received after the time specified in the Request for Proposals or any addendum thereto will not be considered unless it is received before an award is made and it:
 - i) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of proposals.
 - ii) Was sent by mail and it is determined by the Authority that late receipt was due solely by mishandling by the Authority after receipt.
 - iii) Was sent by U.S. Postal Service Express Mail Next Day Delivery Service, Post Office to Addressee, not later than 5:00 p.m. at the place of mailing, two working days prior to the date specified for receipt of proposals. **Note: This provision does not apply to proposals sent by a commercial delivery service.**
 - iv) Is the only proposal received.
- b. Any modification of a proposal, except a modification resulting from a request for "best and final offers," is subject to the conditions stated in Paragraph (a), Subparagraphs (i) through (iii), above. A late response to a request for "best and final" offers will not be considered unless it is received before award and the late receipt is due solely to mishandling by the Authority after receipt at the Authority's office.

- c. The only acceptable evidence to establish the date of mailing of a proposal or modification sent by registered or certified mail is the U.S. or Canadian Postal Service postmark, on both the envelope or wrapper and on the original receipt from the Postal Service. The only acceptable evidence to establish the date of mailing by Express Mail is the date entered by the Post Office receiving clerk on the “Express Mail Next Day Service Post Office to Addressee” label and the postmark, on both the envelope or wrapper and on the original receipt from the Postal Service. The only acceptable evidence to establish the time of receipt at the Authority’s office is the time/date stamp of the Procurement Department on the envelope or wrapper, or such other documentary evidence of receipt maintained by the Authority.
- d. Notwithstanding the provisions of Paragraph (a) above, a late modification of an otherwise successful proposal that makes its terms more favorable to the Authority will be considered and may be accepted.
- e. Proposals may be withdrawn by written notice or facsimile confirmed by delivery of the original within 48 hours of the facsimile notice at any time prior to award.

7. *Protest Procedures.* Interested parties aggrieved by this solicitation or the award of any resulting contract may file a written protest with the Director of Procurement of GCRTA. The Director of Procurement of GCRTA will consider all protests submitted before proposal opening, post-proposal opening, or after award.

The protest must include at least the following information:

- Name, address and telephone number of protester
- A statement of the relief is requested
- Identification of the solicitation under protest
- A detailed statement of the legal and factual grounds of protest including reference to relevant documents

The Director of Procurement shall render a decision in writing within fifteen (15) working days from receipt of the written protest and shall provide notice of such decision to all interested parties.

7.1. Protests Prior to Receipt of Proposals Protests addressing the adequacy of this RFP, including any inequity or inadequacy in the Scope of Services, the Instructions to Proposers, and the Evaluation Criteria, must be filed at the Procurement Department no later than five (5) working days before the date proposals are to be received. Thereafter, such issues are deemed waived by all interested parties.

Notice of a protest and the basis, therefore, will be given to all parties which have requested the RFP. The proposal due date will be extended, unless the Director of Procurement determines that:

- The items or services to be procured are urgently required; or
- Delivery or performance will be unduly delayed by failure to make the award promptly, or
- Failure to make prompt award will otherwise cause undue harm to GCRTA or the Federal government

7.2 Protests After Proposal Receipt Following completion of proposal evaluations and prior to award of contract, a proposer or subcontractor with a substantial economic interest in the award may submit a protest against the award. Such protest would generally address inequities in the evaluation process. Such protest must be filed within three (3) working days of the posting of a Recommendation of Award at the offices of the GCRTA Department of Procurement. If the Director of Procurement decides that a protest lacks merit or that the award is to be made during the rendering of a protest, a written notice of the decision to proceed with the award will be given to the protestor and, as appropriate, to others concerned.

7.3 Protests After Award Notice of Protest against award must be filed at the Procurement Department within five (5) working days immediately following the award. The sole basis for such protest is that the award was made in violation of the procedures of the Authority's Board of Trustees. The Contractor will be furnished with the Notice of Protest and the basis thereof.

When it appears likely that an award may be invalidated or that a delay in receiving the supplies or services is not prejudicial to the GCRTA's interest, the Director of Procurement may suspend performance by the contractor on a no-cost basis.

7.4 Decision on Protest. The Director of Procurement shall render his decision in writing within fourteen (14) working days from receipt of the written protest and shall provide notice of such decision to all interested parties.

7.5 Protest to FTA Under certain circumstances, a protest may be made to the Federal Transit Administration (FTA) in accordance with FTA Circular 4220.1D. These circumstances are generally limited to failure of a grantee to have a protest procedure, or failure to follow the grantee's written procedure.

8. *Type of Contract*

This is a Full Service Contract. For purposes of this contract, full service shall mean that the price proposal includes, but is not necessarily limited to: all labor, all material and supplies, all emergency work and special request; all administrative, reporting or other requirements, all overhead costs and profit. It shall also include all travel costs, parking fees and any other ancillary fees and costs including permits, licenses, insurance, etc. Details of service not explicitly stated in these specifications, but necessarily attendant thereto, are deemed to be understood by the proposer and included herein.

The Authority contemplates awarding a contract based on the final agreed upon service performed. The Greater Cleveland Regional Transit Authority is a political subdivision of the State of Ohio; as a result, this procurement is governed by all applicable provisions of State law and regulation, as well as the Authority's own Policies and Procedures.

9. *Contract Award*

Award of a contract will be contingent upon successful negotiation of all matters at issue, based upon the GCRTA's Standard Form of Contract.

The Authority intends to award a contract to the proposer or proposers whose offer is deemed most advantageous to the Authority, cost and other factors considered; such award will be in accordance with the intent of this solicitation, to provide the Authority with the required services in a timely manner at a reasonable cost.

The Authority reserves the right to (1) reject any or all offers as it considers in its best interest; (2) accept an offer other than that lowest in price; and (3) waive informalities and minor irregularities in proposals. The Authority also may award a contract on the basis of initial offers received; therefore each initial proposal should contain the proposer's best terms from a financial and technical viewpoint. Financial data other than hourly personnel rates submitted in connection with a proposal will not be incorporated in any resulting contract. However, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate or not current.

10. Compensation

The Authority contemplates it will compensate the selected firm on a multiple pricing schedule:

- a) Cost plus a percentage for materials and supplies.
- b) Fixed cost for services. Compensation to be negotiated and shall be comparable with services charged for similar services in the geographic area.

11. Insurance

The vendor shall maintain throughout this assignment the insurance coverage as indicated:

- a. Professional Liability (Errors & Omission Insurance) – not less than \$2,000,000.00 per occurrence.
- b. Workers Compensation statutory coverage; including Employers' Liability in the amount of \$1,000,000.00.
- c. Comprehensive General Liability Insurance – not less than \$1,000,000.00 per occurrence and annual aggregate.
- d. Auto Liability Insurance with a combined single limit of \$1,000,000.00 per occurrence.

The GCRTA shall be made an additional insured on the Liability Coverage's referred to under b, c & d above. Copies of policies or certificates evidencing the above coverages as may be required shall be provided to the Authority prior to the commencement of work or services.

IV. CRITERIA FOR PROPOSAL EVALUATION

GCRTA will evaluate all proposals received and rank them in order of preference.

The Evaluation panel will identify those firms that, based on the ranking, have a reasonable possibility of obtaining the award. It may seek additional information from, or conduct interviews with, the firms so identified prior to the establishment of a final ranking and the initiation of negotiations with one or more firms based on those rankings.

Award will also be contingent on acceptance of the Authority's Form of Contract and compliance with Affirmative Action and other required assurances. Any requested contract modifications must be addressed in the proposal.

GCRTA reserves the right to award one or more contracts on the basis of proposals submitted without negotiation, or to reject any or all proposals.

Evaluation will be based on the following criteria weighted according to importance.

CRITERIA	WEIGHT
1. Cost of Overall Service	35%
2. Experience & Success Implementing Similar Systems (comparable in size to the Greater Cleveland Regional Transit Authority).	40%
3. Responsiveness to the Solicitation	25%

V. ADDENDA ACKNOWLEDGEMENT

To: Director of Procurement
Greater Cleveland Regional Transit Authority

From: _____ (Insert name of Proposer)

_____ (Insert Business address of Proposer)

Reference: **PEDESTRIAN ALERT SYSTEM**
RFP No. 2009-107

The undersigned acknowledges receipt of the following addenda *(List by number and date as they appear on the addenda)*:

<u>Addendum No.</u>	<u>Date</u>	<u>Addendum No.</u>	<u>Date</u>

By: _____

Title: _____

Date: _____

ATTACHMENT A

REQUIREMENTS CONCERNING EEO & AFFIRMATIVE ACTION (FOR NON-CONSTRUCTION CONTRACTS AND SUBCONTRACTS)

The GCRTA Office of Small Business and Employment Opportunity is eager to assist you in fully completing the requirements of this Notice and the Authority's Equal Employment Opportunity Program. If you have any questions, please call the Office of Small Business and Employment Opportunity 216-566-5002. Please read carefully all of the information attached.

Proposers are cautioned, however, that oral representations may not be relied upon. Such representations must be confirmed by specific writing issued by the Director of Procurement as an addendum or as a clarification of this solicitation document.

The Affirmative Action Plan for equal employment opportunity is the Greater Cleveland Regional Transit Authority's (GCRTA) written commitment to undertake specifically planned action to ensure equality of opportunity in employment practices by firms contracting for goods and services with GCRTA.

As required by the Instruction, the following information must be submitted with your bid:

I. Form EEO-1 - Enclosure A-1

Equal Employment Data Forms showing the current utilization of minorities and women by job category within your organization.

II. Non-discrimination - Enclosure A-2

Affidavit assuring non-discrimination in employment practices.

III. Employment Practices - Enclosure A-3

All Proposers/Proposers and their first tier subcontractors or subconsultants proposing a contract hereunder in an amount of \$10,000 or more must complete Enclosure A-3. If the proposer or any of its first tier subcontractors or subconsultants employ more than 50 persons and will be entering into a contract hereunder in an amount of \$50,000 or more, then an Affirmative Action Plan for employment of minorities and women must be submitted when called for by GCRTA.

**IV. Requirements Concerning the Submission of an Affirmative Action Plan
Enclosure A-4 (For Non-Construction Contractors)**

If requested, provide an Affirmative Action Plan(s) in accordance with the guidelines set forth on Enclosure A-4.

V. Requirements on Prime and Sub-Contractors – Enclosure A-5

All Contractors and their subcontractors bidding on a contract must complete Enclosure A-5.

Joint Reporting
Committee

• Equal Employment
Opportunity
Commission

• Office of Federal
Contract
Compliance
Programs (Labor)

ENCLOSURE A-1

Standard Form100

EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER INFORMATION REPORT EEO - 1

FOR

THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY

Section A--TYPE OF REPORT

Refer to instructions for number and types of reports to be filed.

1. Indicate by marking in the appropriate box the type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX)

- | | |
|--|------------------------------|
| 1. ☐ Single Establishment Employer Report | Multi-establishment Employer |
| 2. ☐ Consolidated Report (Required) | |
| 3. ☐ Headquarters Unit Report (Required) | |
| 4. ☐ Individual Establishment Report (submit one for each establishment with 50 or more employees). | |
| 5. ☐ Special Report | |

2. Total number of reports being filed by this Company (Answer on Consolidated Report only). _____

Section B--COMPANY IDENTIFICATION (To be answered by *all* employers)

OFFICE USE
ONLY

1. Parent Company

a. Name of parent company (owns or controls establishment in item 2) omit if same as label

a.

Name of Receiving Office

Address (Number and Street

b.

City or Town

County

State

Zip Code

b. Employee Identification No.

2. Establishment for which this report is filed (Omit if same as label)

OFFICE USE
ONLY

a. Name of establishment

c..

Address (Number and street)

City or Town

County

State

Zip Code

d.

b. Employer Identification No.

Omit if same as label

e.

Section C--EMPLOYERS WHO ARE REQUIRED TO FILE (To be answered by *all* employers)

- ☐ Yes ☐ No 1. Does the entire company have at least 100 employees in the payroll period for which you are reporting?
- ☐ Yes ☐ No 2. Is your company affiliated through common ownership and/or centralized management with other entities in an enterprise with a total employment of 100 or more?
- ☐ Yes ☐ No 3. Does the company or any of its establishments (a) have 50 or more employees AND (b) is not exempt as provided by 41 CFR 60-I.5 AND either (1) is a prime government contractor or first tier subcontractor, and has a contract subcontract, or purchase order amounting to \$50,000 or more or (2) serves as a depository of Government funds in any amount or is a financial institution which is an issuing and paying agent for U S Savings Bonds and Savings Notes?

If the response to question C - 3 is yes, please enter your Dun and Bradstreet identification number (if you have one)

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- ☐ Yes ☐ No 4 Does the company receive financial assistance from the Small Business Administration (SBA)?

Section D - EMPLOYMENT DATA

Employment at this establishment - Report all permanent full time or part-time employees including apprentices and on-the job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zeros.

JOB CATEGORIES		NUMBER OF EMPLOYEES										
		Overall Totals Sum Of Col B Thru K	Male					Female				
			White (Not of Hispanic Origin)	Black (Not of Hispanic Origin)	Hispanic	Asian or Pacific Islander	American Indian or Alaskan Native	White (Not of Hispanic Origin)	Black (Not of Hispanic Origin)	Hispanic	Asian or Pacific Islander	American Indian or Alaskan Native
Officials and Managers	1											
Professionals	2											
Technicians	3											
Sales Workers	4											
Office and Clerical	5											
Craft Workers (Skilled)	6											
Operatives (Semi Skilled)	7											
Laborers (Unskilled)	8											
Service Workers	9											
TOTAL	10											
Total employment reported in previous EE0-1 report	11											
(The trainees below should also be included in the figures for the appropriate occupational categories above)												
Formal on-the-job trainees	White collar	12										
	Production	13										

NOTE: Omit questions 1 and 2 on the Consolidated Report

1. Date(s) of payroll period used: _____ 2. Does this establishment employ apprentices?
1. ☐ Yes 2. ☐ No

Section E--ESTABLISHMENT INFORMATION (Omit on the Consolidated Report)

1. Is this the location of the establishment the same as that reported last year? 1 ☐ Yes 2 ☐ No 3 ☐ No Report	2. Is the major business activity at this establishment the same as that reported last year? 1 ☐ Yes 2 ☐ No 3 ☐ No Report	Office Use Only
3. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or type of service provided, as well as the principal business or industrial activity.)		

Section F--REMARKS

Use this item to give any identification data appearing on last report which differs from that given above explain major changes in composition or reporting units and other pertinent information

NOTE: The section below must be completed and signed by your company

Section G--CERTIFICATION (See Instructions G)

Check one	1 ☐ All reports are accurate and were prepared in accordance with the instructions (check on consolidated only)
	2 ☐ This report is accurate and was prepared in accordance with the instructions
Name of Certifying Official	Title
Signature	
Date	
Name of person to contact regarding this report (Type or print)	
Address (Number and Street)	
Title	City and State
Zip Code	Telephone Area Code
Number	Extension

All reports and information obtained from individual reports will be kept confidential as required by Section 709(e) of Title VII
WILLFULLY FALSE STATEMENTS IN THIS REPORT ARE PUNISHABLE BY LAW, U S CODE TITLE 18, SECTION 1001

ENCLOSURE A-2
NONDISCRIMINATION AFFIDAVIT

STATE OF _____)
) SS
COUNTY OF _____)

_____, being first duly sworn deposes and says:

1. That he/she is the _____ (President or other authorized official of Company, or Partnership, a Corporation or Partnership organized and existing under and by virtue of the laws of the State of _____ on whose behalf he/she makes this affidavit (hereinafter "Contractor").
2. That Contractor does not and will not discriminate in its employment practices because of race, religion, color, sex, national origin, handicapped persons or Vietnam-Era Veterans.
3. That Contractor further understands this contract, purchase order or agreement is subject to the Urban Mass Transportation Act of 1964, as amended (49 U.S.C. 1601, et seq.) and Exec. Order. 11246, as amended, and the Affirmative Action Policy of GCRTA, and shall be subject to all rules and/or regulations issued pursuant thereto regarding nondiscrimination in federally-assisted programs of the United States Department of Transportation.
4. That Contractor agrees to be bound to the obligations imposed by said act, executive ordinance and policy.
5. That Contractor agrees that during the performance of any contract resulting from this bid/proposal:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the GCRTA setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contact or understanding, a notice to be provided by the GCRTA advising the said labor union or worker's representative of the Contractor's commitments under this Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and with the rules, regulations, and relevant orders of the Secretary of Labor.
 - e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the GCRTA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this agreement or with such rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts of Federally assisted contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 25, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include a citation to 41 CFR 60-1(b) and (c) and the provisions of Paragraphs (a) through (g) herein, in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, so that such provisions shall be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Secretary of Labor 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 vendor as a result of such direction by the Urban Mass Transportation Administration, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Company or Partnership

(President or other official title)

Subscribed and sworn to before me, this _____ day of _____, 20 ____.

Notary Public in and for the County of _____

State of _____.

My commission expires on the _____ day of _____, 20 ____.

(Seal)

(TO BE SUBMITTED WITH BID)

ENCLOSURE A-3
EMPLOYMENT PRACTICES
(FOR NON-CONSTRUCTION CONTRACTORS ONLY)

To Be Prepared By:

Non-construction Prime Contractors and first tier subcontractors or suppliers with a contract greater than \$10,000.

Solicitation No. _____

Name of Project _____

Location of Workforce _____

Prime Contractor _____

Subcontractor _____

In keeping with GCRTA policy of nondiscrimination in employment practices, the _____ has set as a one year goal for the utilization of

(Name of Company)

minorities and females having requisite skills equal to be number and percentage that is in relation to their presence in the labor market area used, which is _____ % for minorities and _____ % for females. The _____, by its _____ assures the GCRTA that good faith efforts will be used to achieve said goals. The good faith efforts proposed are described in the attached narrative. (If more than 50 employees and a contract of \$50,000 or more is contemplated, an Affirmative Action Plan per Enclosure A-4 is supplied in lieu of this narrative and is submitted when called for by the GCRTA.)

Signature and Title of Company Official (Contractor)

Signature and Title of Company Official (Subcontractor)

ENCLOSURE A-4
REQUIREMENTS CONCERNING THE SUBMISSION OF AN
AFFIRMATIVE ACTION PLAN
(FOR NON-CONSTRUCTION CONTRACTORS)

Where the non-construction prime contractor or subcontractor has 50 or more employees and is participating in contracts with the GCRTA which exceed \$50,000, an Affirmative Action Plan must be submitted to the GCRTA Office of Small Business and Employment Opportunity when called for.

At a minimum, in accordance with the RFP the following information must be provided in your Affirmative Action Plan:

- I. Equal employment policy statement for the employment of minorities and women.
 - A. How and to whom was policy statement circulated?
 - 1. Internally (within your company)
 - 2. Externally (all sources used for recruitment).
 - B. Who is or will be responsible for the implementation of these policies?
- II. Goals and Timetables for hiring minorities and women for the next year, or duration of this contract, whichever is greater, including:
 - A. Total employees expected to be employed in each job category (use job categories shown on EEO-1 form).
 - B. Group employees (Blacks, Hispanics, women, etc.) in each job category.
 - C. Labor market availability group information - availability of minority/s and women. With the exception of Construction Contractors, use this information to establish the goals required in Item "e" (contact State employment office to get this information).
 - D. Number of expected job opportunities. If not expected, goals as required in Item "e" must still be established to allow for unexpected hiring.
 - E. Goals number and percent of minorities and women to be reached.
 - F. If goals are not reached within the period specified, when called for you must justify the reasons for not meeting the goals by demonstrating the good faith efforts used to meet the goals.
- III. Development and Execution of Program
 - A. Method to be used for recruiting job applicants.
 - 1. Recruiting efforts should be directed towards schools, colleges, universities, newspapers, radio, state employment offices, churches, social and employment agencies and other sources appropriate for your needs, i.e., labor unions.
 - 2. These efforts when called for, must be substantiated by written documentation.
 - B. Method used for evaluating program.

ENCLOSURE A-5 REQUIREMENTS CONCERNING PRIME AND SUB-CONTRACTORS

Contract No.: _____

Project Name: _____

In accordance with FTA Federal Regulation 49 CFR, Part 26.11, the Office of Business Development is required to create and maintain a bidders lists on all Prime and Sub-Contractors that seek to participate on Greater Cleveland Regional Transit Authority (GCRTA) Federally assisted contracts. Please complete this information in its entirety.

PRIME CONTRACTOR

(This information must be provided on the Prime bidder on this Project)

Name of Firm: _____ ☐ Certified DBE ☐ Non-DBE

Mailing Address: _____

City/State/Zip Code: _____

Contact: _____ Phone No. _____ Fax No. _____

Date Business Established (Month, Day and Year): _____

Gross Sales in Dollars Last FY: ☐ Less than \$500,000 ☐ \$500,000 - \$1 million
 ☐ \$1 million - \$2 million ☐ \$2 million - \$5 million
 ☐ Over \$5 million

SUB-CONTRACTOR(S)

(This information must be provided for all sub-contractor(s) proposed to work on this Project)

Name of Firm	Certified DBE		Year Firm	Approximate Annual
	Yes	No	Established	Gross Sales

I certify the above information contained in this document is true and accurate as of the stated date. I understand FALSE or misleading statements may disqualify the firm from participation on GCRTA's Federally assisted contracts.

Title of Person Authorized to Sign

Signature

Date

ATTACHMENT B

DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION

DEPARTMENT OF TRANSPORTATION POLICY

It is the policy of the Department of Transportation that socially and economically disadvantaged and women's business enterprises (*DBEs*), as defined at Title 49, Code of Federal Regulations, Part 23 and 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR, Part 23 and 26, shall apply to any agreement resulting from this procurement.

Participants in this procurement agree to ensure that DBEs, as defined at 49 CFR, Part 23 and 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. In this regard, the Proposers shall take all necessary and reasonable steps in accordance with 49 CFR, Part 23 and 26, and GCRTA's DBE Program to ensure that DBEs have the maximum opportunity to compete for the performance of contracts. Neither the Proposers nor the selected contractor shall discriminate on the basis of race, color, national origin or sex in the performance of a resulting DOT-assisted contract.

I. OVERALL GOALS

The term "**disadvantaged business**" means a small business concern, which is at least 51 percent owned by one or more socially and economically disadvantaged persons or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals and whose management and daily business operation are controlled by one or more of the socially and economically disadvantaged individuals who own it.

"socially and economically disadvantaged individuals" means a citizen of the United States (or lawfully admitted permanent resident) who meets the criteria set forth in 49 C.F.R. Section 26.5. The GCRTA annually sets overall DBE goals for work to be performed under GCRTA contracts, including construction activity procurement of common goods and services, and personal service contracts. While the expected percentage of certified DBE utilization may vary from contract to contract due to the availability of DBEs in any given line of work, the GCRTA believes that overall goals to be realistically obtainable over time with the assistance of the federal government, the business community and DBE organizations.

In order to meet Federal requirements and to provide for maximum participation of certified DBEs, the GCRTA specifies a percentage of participation goal in contracts with subcontracting opportunities (the percentage may be zero).

The transit vehicle manufacturers are exempt from the requirements, Terms and Conditions of this Attachment B, but must, as a condition for bidding, show evidence of FTA certification.

II. CONTRACT GOALS

The GCRTA has specified a DBE goal of twenty (20%) percent for the work to be performed under this contract.

- A. When a DBE participates in a contract, you count only the value of the work actually performed by the DBE toward DBE goals.
 - 1. Count the entire amount of that portion of a construction contract (or other contract not covered by Paragraph (A)(2) of this section) that is performed by the DBE's own forces. Include the cost of supplies and materials

obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).

2. Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided you determine the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.
3. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
 - a) When a DBE performs as a participant in a joint venture, count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.
 - b) Count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract.
4. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (when applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, you must evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and of the relevant factors DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to :
 - a) To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
 - b) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business; if the person both owns and operates distribution equipment for long-term lease agreement and not on an ad hoc or contract by contract basis.

- c) Packagers, brokers, manufacturers', representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph.
- d) With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for the delivery of materials or supplies required on a job site, toward DBE goals, provided you determine the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the materials and supplies themselves toward DBE goals.

Sixty percent of the total dollar value will be counted in the case of a DBE supplier that is not a manufacturer, provided that the DBE supplier performs a commercially useful function in the supply process to include brokers etc in accordance with 49 CFR 26.55 Paragraph 2b.

III. **BIDDING REQUIREMENTS, TERMS AND CONDITIONS**

- A. In addition to any other requirements contained in this Invitation to Bid or Request for Proposal, the following DBE Program requirements must be satisfied, bid must include a representation that:

- 1. The Proposer has met the goal established by the Authority for this procurement, or
- 2. The Proposer has made a good faith effort to attain the level of DBE participation sought by the Authority for this procurement

Each Proposer must include a statement in attachment B-1 of the level of DBE participation attained through such effort. This submittal is regarded as a matter of bid responsiveness. Failure to make these submittals will serve to disqualify the bid as non-responsive to this Invitation to Bid.

- B. Each Proposer should also prepare a complete DBE Participation Plan that sets forth the extent of DBE involvement in this procurement, these materials are to be provided upon request, and will be considered in determining Proposer responsibility.

- B. DBE participation plans shall include the following minimum information:

- 1. DBE Participation Schedule, (Attachment B-3) which includes:
 - a) Names and addresses of the DBE entities that will participate in the contract;
 - b) The dollar amount of the participation of each named DBE;
 - c) A description of the work each named DBE will perform;
 - d) Verification of Certification attachment B-2 and Letter of Intent (Attachment B-4) from each DBE whose participation is proposed for the performance of this contract as a subcontractor or joint venture partner.
- 2. If the DBE goal is not met, the Proposer must document in attachment B-5 entitled Greater Cleveland RTA Office of Small Business Evaluation Form Good Faith Effort Documentation the good faith efforts it made to include DBE participation in the contract. . The documentation of the efforts is discussed in greater detail in paragraph 6 of this Section.

3. The following standards shall be applied in assessing the responsibility of the DBE plan submitted:
 - a) Whether the participation plan contains capable currently certified DBE firms.
 - b) Whether the firms listed in the plan are performing a commercially useful function
 - c) Whether the listed firms are sharing monetary benefit in proportion to their share of the work of the project.
 - d) Whether the plan exhibits a likelihood of goal attainment.
 - e) Whether the prime/sub relationships are firm, i.e., whether conditional subcontractors have been entered.

- D. The contractor must receive the approval of GCRTA Office of Small Business before termination or making substitution for any subcontractors listed in its DBE plan.

Authority certified DBE entities are eligible for inclusion in a plan. Consult the DBE Directory, which is available upon request from the Procurement Department or the Office of Small Business (OSB) of the Authority for assistance in ascertaining certified status of some DBEs. All DBE entities are eligible for certification. Applications for certification must be made on the GCRTA Office of Small Business Disadvantaged Business Enterprise Certification Application (available on request of OSB) and submitted in advance of bid date.

1. The Authority will attempt to certify proposed DBE entities prior to bid; however it will not consider request for certification not completed prior to submittal of bids.
2. Proposer should not rely upon the approval of the certification applications submitted by its proposed DBEs will be approved for participation credit for this procurement. Certification for participation credit for this procurement will not be made after bids/proposals are opened).
3. However, substitution of DBE entities appearing in a plan may be permitted where the Disadvantaged Business Enterprise Officer (DBEO) determines that such substitution will not result in an abuse of the DBE Program. The burden of demonstrating the propriety of such substitution lies with the Proposer seeking such substitution. Denial of certification is final for the pending contract. Any person denied certification may appeal such decision in accordance with the provisions of 49 CFR, Part 26, Section 28.89, which is reproduced as part of the Joint Certification Application.

- E. The Authority may at any time prior to award seek clarification or additional information bearing upon Proposer responsibility in respect of DBE involvement with this procurement. If sought, such
- F. Information will be strictly confined to matters of Proposer responsibility and should be received by the Authority within three (3) business days of the date request thereof is made.

The Proposer's commitment to a specific goal for DBE utilization as detailed in its DBE Plan shall constitute a presumption that good faith efforts to meet the

DBE goal by subcontracting to or undertaking to joint venture with DBE firms have been made. If the Proposer fails to meet the goal, it will carry the burden of furnishing sufficient documentation, demonstrating its good faith efforts, by utilization.

The standard by which the Authority will determine whether the efforts made by a Proposer were good faith efforts is whether such efforts could be reasonably be expected to produce sufficient DBE participation to meet the goals set for this procurement in reaching this decision, the Authority may consider all efforts advanced by the Proposer as well as the following:

1. Did the contractor attend any scheduled pre-solicitation or pre-bid meetings to inform DBEs of contracting and subcontracting opportunities?
 2. Did the contractor advertise in general circulation, trade association and minority-focus media concerning the subcontracting opportunities?
 3. Did the contractor provide written notice to a reasonable number of specific DBEs that their interest in the contract was being solicited, in sufficient time to allow the DBEs to participate effectively?
 4. Did the contractor/supplier follow up with the DBE firms interested in participating.
 5. Did the contractor/supplier select portions of work to be done by DBEs (including dividing contracts into economically feasible units to facilitate participation)?
 6. Did the contractor provide adequate information about plans, specifications, and/or contracting requirements?
 7. Did the contractor negotiate in good faith with interested DBEs, not rejecting DBEs as unqualified without sound reasons?
 8. Did the contractor make efforts to provide assistance to obtain bonding, lines of credit, or insurance?
 9. Did the contractor effectively use the services of available minority and female organizations, contractors' groups, state and local offices, etc., that have knowledge of available DBE firms or the names or organizations to locate such firms?
- H. In the event a contract is awarded as a result of this procurement, the DBE Participation Plan submitted by the successful Proposer and the terms, conditions and requirements contained in this notice shall become an integral part of the contract, binding said Proposer to full and faithful performance in accordance with said plan.
- I. Any award resulting from the procurement shall be and is conditioned upon the attainment of the aforesaid goals or the satisfactory showing of good faith efforts to attain said goals.
- J. During the performance of any resulting contract and for a period of up to three (3) years following completion of the contract work the Authority may initiate reviews for compliance with the requirements of the Authority's DBE Program

and the successful Proposer's (hereinafter "*Contractor*") DBE Participation Plan such reviews may involve review of monthly statements, desk audits and/or onsite reviews. Where a Contractor is found by the Authority to have failed to comply with the requirements of the DBE Program or the Contractor's DBE Participation Plan, the Contractor will be required to take corrective action. If corrective action is not promptly taken by the offending Contractor, the following sanctions may be imposed (singly, in any combination, and in addition to any other remedies provided by law or equity):

1. The Authority may withhold all further payments under the contract.
 2. The Contractor may be ordered to stop work
 3. The contract may be terminated for breach.
 4. Suspension or debarment proceedings may be commenced in accordance with 49 CFR, Part 29.
 5. The Director of Procurement may find the defaulting contractor non-responsible in respect to other solicitations for a stated period of time.
 6. The contract payments may be reduced by an amount equal to that designated in the DBE plan for DBE participation.
 7. The relevant performance bond(s) may be enforced.
- K. Agreements between a supplier/contractor and a DBE in which the latter promises not to provide subcontracting quotations to other suppliers/contractors are prohibited.
- L. The Contractor will keep records and documents for three (3) years following performance of this contract to indicate compliance with this notice. Such records and, or copies thereof, will be made available at reasonable times and places for inspection by any authorized representative of the Authority and will be submitted to Authority upon request with any other compliance information which such representative may require.
- M. If, at any time, the Department of Transportation or RTA has reason to believe that any person or firm has willfully or knowingly provided incorrect information or made a false statement, it may refer the matter to the General Counsel of the Department of Transportation. They may initiate debarment proceedings in accordance with 41 CFR 1-1.604 and 12-1.602 and/or refer the matter to the Department of Justice under 18 U.S.C. 1001, as they deem appropriate.
- N. Proposers and Contractors agree to be bound by all the requirements, terms and conditions of this notice.
- O. Nothing in this notice shall be interpreted to diminish the present contract compliance review.

ENCLOSURE B-1

DECLARATION OF PROPOSED DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION

THIS PAGE MUST BE COMPLETED BY PRIME PROPOSER TO INDICATE THE AMOUNT (PERCENTAGE) OF DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION.

The undersigned, as a representative of the entity, _____, submitting a bid/proposal for the _____ project, hereby acknowledges that the DBE goal established for this project is 0 %.

Note: Proposer shall make one of the two certifications noted below:

1. ☐ The Proposer further represents that the proposed level of DBE participation as set forth in the enclosed Schedule of DBE participation for this project is _____ % and represents attainment of the DBE participation goal Letters of Intent confirming the proposed participation of the DBEs set forth on the Schedule of DBE Participation are attached.
2. ☐ The Proposer further represents that the proposed level of DBE participation as set forth in the enclosed Schedule of DBE participation for this project is _____ %. However, this level of DBE participation is less than the goal established for this project. The Proposer has attached:
 - a. the Schedule of DBE participation showing the level of DBE participation the Proposer has been able to obtain, supplemented with Letters of Intent confirming the proposed participation of the DBEs set forth on the Schedule of DBE Participation; and,
 - b. documentation of the Proposer's good faith efforts to achieve the goal established for this project. This documentation shall include Certificates of DBE Unavailability for each contacted by the prime Proposer which will not be participating in performance of the contract). The documentation of the these efforts is discussed in greater detail in Section III. G of Attachment D.

Date

Representative of Proposer

Title

(TO BE SUBMITTED WITH BID)

ENCLOSURE B-2
DBE AFFIDAVIT

THIS PAGE TO BE COMPLETED BY DISADVANTAGED BUSINESS ENTERPRISE CONTRACTOR.

I hereby declare and affirm that I am the _____ and duly authorized representative of
the (firm of) _____
_____(name of corporation or joint
venture) whose
address is

_____.
(Telephone Number)

I HEREBY DECLARE AND AFFIRM THAT I AM A DISADVANTAGED BUSINESS
ENTERPRISE (DBE) AS DEFINED BY THE GREATER CLEVELAND REGIONAL
TRANSIT AUTHORITY IN THE SPECIFICATIONS FOR

(IFB number and name)

AND THAT I WILL PROVIDE INFORMATION AND/OR THE CERTIFICATION TO
DOCUMENT THIS FACT.

I DO SOLEMNLY SWEAR OR DECLARE AND AFFIRM THAT THE CONTENTS OF THE
FOREGOING STATEMENT ARE TRUE AND CORRECT, AND THAT I AM
AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

(Affiant) *(Date)*

State of _____)
_____))
City and County of _____)

On this _____ day of _____, _____, before me, the
undersigned officer personally appeared.

_____, known to me to be the person described in the foregoing Affidavit, and acknowledged that he (she) executed the same in the capacity therein stated and for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal.

My Commission Expires:_____

(Notary Public)

(SEAL)

ENCLOSURE B-3
DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION PLAN

Name of Prime Contractor				
Name of Project				
Project/Contract No		Total Bid Amount		

Name of DBE	Address	Contact Person	Scope of Work	Dollar Value of Work
1.				
2.				
3.				
4.				
5.				
6.				
7.				
			Total DBE Dollars/%	

The undersigned will enter into formal agreement with the DBEs listed above for work in this schedule conditioned upon the award of a contract by the Greater Cleveland Regional Transit Authority (GCRTA).

Signature of Prime Contractor Representative

Phone Number

Date

The standard by which the Authority will determine whether the efforts made by a competitor were good faith efforts is whether such efforts could be reasonably be expected to produce sufficient DBE participation to meet the goals set for this procurement in reaching this decision, the Authority may consider all efforts advanced by the competitor as well as the following:

1. Whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by the recipient to inform DBEs of contracting and subcontracting opportunities;
2. Whether the contractor advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;
3. Whether the contractor provided written notice to a reasonable number of specific DBEs, that their interest in the contract was being solicited in sufficient time to allow the DBEs to participate effectively;
4. Whether the contractor followed up initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested;
5. Whether the contractor selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);
6. Whether the contractor provided interested DBEs with adequate information about the plans, specifications and requirements of the contract;
7. Whether the contractor negotiated in good faith with interested DBEs, not rejecting DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.
8. Whether the contractor made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance required by the recipient or contractor; and
9. Whether the contractor effectively used the services of available minority community organizations; disadvantaged contractors' groups; local, state and Federal disadvantaged business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBEs.

The following standards shall be applied in assessing the responsibility of the DBE plan submitted:

1. Whether the participation plan contains capable certified DBE firms.
2. Whether the firms listed in the plan are performing a commercially useful function.
3. Whether the listed firms are sharing monetary benefit in proportion to their share of the work of the project.
4. Whether the plan exhibits a likelihood of goal attainment.
5. Whether the prime/sub relationships are firm, i.e., whether conditional subcontractors have been entered.

ENCLOSURE B-4

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

Project: _____

No.: _____

Location: _____

To: _____ Prime or General
Proposer

_____ Address

_____ City/State

I am the _____ and duly authorized representative of the (firm of) _____ which intends to perform work for the above project operating as *(strike out conditions that do not apply)* an individual, a Company, a Corporation, organized and existing under the law of the State of _____, or a Proprietorship, a Partnership, or Joint Venture consisting of:

The firm that I represent is a Disadvantaged Business Enterprise (DBE) as defined by the Greater Cleveland Regional Transit Authority in the specifications for:

(IFB Name and Number)

I further represent that the firm is a Disadvantaged Business Enterprise which: is currently certified by the Greater Cleveland Regional Transit as a disadvantaged business enterprise with a certification date of _____.

I will provide information and/or the certification to document the representation noted above upon your request.

The undersigned is prepared to perform the following described work in connection with the above project, (specify in appropriate detail particular work items or parts thereof to be performed):

at the following price: _____.

You have projected the following commencement date for such work, and the undersigned is projecting completion of such work as follows:

<u>Type of Work and Items</u>	<u>Work Hours Involved</u>	<u>Projected Commencement Date</u>	<u>Projected Completion Date</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____

6. _____

I further represent that _____ percent (____%) of the dollar value of my subcontract will be performed by contractors and/or suppliers, which are not certified by the Authority as a Disadvantaged Business Enterprise.

The undersigned will enter into a formal agreement for the above work with you conditioned upon your execution of a contract with the Authority.

Respectfully submitted, this

_____ day _____,

200_____

(DBE Firm Name)

(Address)

(Signature)

(Name Typed)

(Title)

(SEAL IF PROPOSER IS A CORPORATION)

Partnership only: Affiant further says that the following is a complete and accurate list of the names and addresses of the members of said partnership:

_____.

Affiant further says that the partnership is represented by the following attorneys:

_____ and is also represented and
is also represented by the following resident agents in the City of Cleveland:

_____.

Corporation only

Affiant further says that the following is a complete and accurate list of the
officers, directors and attorneys of said corporation:

President

Directors:

Vice President

Secretary

Local Manager or Agent

Attorneys

And that the following officers are duly authorized to execute contracts on behalf
of said corporation _____

_____.

Affiant further says that the proposal or bid filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said Proposer has not, directly or indirectly, induced or solicited any other Proposer to put in a false or sham bid, and has not directly or indirectly, colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said Proposer has not in any manner, directly or indirectly sought by agreement, communication or conference with anyone to fix the bid price of said Proposer or of any other Proposer, or to fix any overhead, profit, or cost element of such bid price or that of any other Proposer, or to secure any advantage against the Greater Cleveland Regional Transit Authority, the Board, or anyone interested in the proposed contract; that all statements contained in such bid are true, that said Proposer has not, directly or indirectly, submitted his bid price or any breakdown thereof or the contents thereof or the contents thereof, or divulged information or data relative thereto, or paid or agreed to pay , directly or indirectly, any money, or other valuable consideration for assistance or aid rendered or to be rendered in procuring or attempting to procure the contract above referred to, to a corporation, partnership, company, association, organization, or to any member or agent thereof, or to any other individual, except to such person or persons as herein above disclosed to have a partnership or other financial interest with said Proposer in his general business; and further that said Proposer will not pay or agree to pay, directly or indirectly, any money or other valuable consideration to any corporation, partnership, company, association, organization or to any member or agent thereof, or to any other individual, for aid or assistance in securing contract above referred to in the

event the same is awarded to _____

(name of individual, partnership or corporation)

Further affiant saith not.

Company or Partnership

(President other official title)

Sworn to before me and subscribed in my presence this _____ day of _____, _____.

Notary Public

ATTACHMENT D

DELINQUENT PERSONAL PROPERTY TAX STATEMENT

_____, hereby affirms under oath, pursuant to Ohio Revised Code Section 5719.042, that at the time the bid was submitted, my company **(was) (was not)** charged with delinquent Personal property taxes on the General Tax List of Personal Property for Cuyahoga County, Ohio.

If such charge for delinquent personal property tax exists on the General Tax List of Personal Property for Cuyahoga, County, Ohio, the amount due and penalties and interest shall be set forth below.

A copy of this statement shall be transmitted to the Cuyahoga County Treasurer within thirty (30) days of the date it is submitted. A copy of this statement shall also be incorporated into the contract between the Greater Cleveland Regional Transit Authority and _____ and no payment shall be made with respect to any contract unless such statement has been so incorporated as a part thereof.

Delinquent Personal Property Tax	\$ _____ <i>(If none insert "0")</i>
Penalties	\$ _____
Interest	\$ _____

By: _____

Title: _____

Subscribed in my presence, and sworn to before me this _____ day of _____, _____.

Notary Public

My Commission Expires:

ATTACHMENT F
CERTIFICATION REGARDING DEBARMENT
PROPOSED DEBARMENT AND OTHER RESPONSIBILITY MATTERS

(TO BE SUBMITTED ON BEHALF OF THE PRINCIPAL PROPOSER/OFFEROR AND ALL SUBCONTRACTORS WHOSE
SUBCONTRACTS ARE REASONABLY ANTICIPATED TO EXCEED \$25,000.00 IN VALUE.)

1. The undersigned Proposer/Offeror/Subcontractor ("Attester") certifies, to the best of its knowledge and belief that:
 - a) The Attester and/or any of its principals or subcontractors:
 - i) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for award of contracts by any federal agency.
 - ii) Have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - iii) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in Paragraph 2 above.
 - iv) The Attester has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal agency.
 - b) "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
 - c) This certification concerns a matter which may be within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code.
2. The Attester shall provide immediate written notice to the Authority's Procurement Department if, at any time the Attester learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. A certification that any of the items in Paragraph A exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Attester's responsibility. Failure of the Attester to furnish a certification or provide such additional information as requested by the GCRTA may render the Attester non-responsible.
4. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by Paragraph 1. The knowledge and information of an Attester is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The certification in Paragraph 2 is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Attester knowingly rendered an erroneous certification, in addition to other remedies available to the GCRTA, the Authority may terminate the contract resulting from this solicitation for default.

(IF THE ATTESTER IS UNABLE TO CERTIFY TO ANY OF THE STATEMENTS IN THIS CERTIFICATION, SUCH ATTESTER SHALL ATTACH AN EXPLANATION TO THIS CERTIFICATION.)

GCRTA IFB/No.

Signature and Title of Authorized Official

Company Name

ATTACHMENT G

CERTIFICATE OF PROCUREMENT INTEGRITY

I, _____ am the officer or employee responsible for the
(Name of Certifier)
preparation of this offer or bid and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certificate, I have no information concerning a violation or possible violation of Subsection 27(a), (b), (c), or (e) of the Office of Federal Procurement Policy Act * (41 U.S.C. 423) (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement _____ .
(IFB Number)

As required by Subsection 27(d)(1)(B) of the Act, I further certify that each officer, employee, agent representative, and consultant of _____ who has participated personally and

(Name of Offeror)

substantially in the preparation or submission of this offer has certified that he or she is familiar with, and will comply with, the requirements of Subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning any violation or possible violation of the Act, as implemented in the FAR, pertaining to this procurement.

Violations or possible violations; *(Continue on plain bond paper if necessary and label Certificate of Procurement integrity Continuation Sheet. Enter "NONE" IF NONE EXISTS)*

Signature of the Officer/ Employee Responsible for the Bid

Date

Type Name of the Officer or Employee for the Offer/Bid

* Section 27 became effective on July 16, 1989.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE SECTION 1001.

END OF SECTION

ATTACHMENT H
CERTIFICATION OF RESTRICTIONS ON LOBBYING
(To be Submitted with Each Bid or Offer Exceeding \$100,000)

The undersigned hereby certifies on behalf of _____
(Proposer)
that to the best of his/her knowledge and belief:

- (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 any 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 (1-19-16).
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers and that all subawardees shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is 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 41 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 Proposer, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature of Proposer's Authorized Official

Date

Printed Name and Title

SECURITY CERTIFICATION

The Greater Cleveland Regional Transit Authority (GCRTA) requires that all contractors and vendors who do work for or on behalf of the GCRTA and have access to "secured areas" conduct security checks on all of their employees. "Secured areas" are defined by the GCRTA's Chief of Police/Director of Security and include areas such as the Root-McBride Building, bus garages, rail stations and rail right-of-way.

The Authority requires that all contractors/vendors have a Security Policy that includes, but is not limited to, a criminal background check for all employees in all positions doing work for or on behalf of GCRTA and having access to GCRTA secured areas. The guidelines and standards for the Security Policy are to be determined by the contractor/vendor considering such factors as, but not limited to, contact with the public, contact with public funds, use of public materials, and access to confidential records. The contractor's/vendor's Security Policy should consider these factors in light of the employee's job duties and work to be conducted for the GCRTA on a case-by-case basis.

The GCRTA reserves the right to request copies of a contractor's/vendor's Security Policy at any time. Additionally, the GCRTA reserves the right to audit the contractor's/vendor's employees' files to ensure that a security check has been conducted according to the contractor's/vendor's policy. Any contractor/vendor found not complying with the above requirements may be subject to having its employees removed from the GCRTA's property until such time as a security check can be conducted. Any delay or suspension of work required under this paragraph shall not entitle the contractor/vendor to any claims for additional compensation under this contract.

By: _____

Position: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

CONTRACT BETWEEN
THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY &
“ _____ ”
FOR
Pedestrian Alert System

THIS AGREEMENT, entered into as of this ____ day of _____, 2009, by and between the **Greater Cleveland Regional Transit Authority** (hereinafter called the "Authority") and _____ (hereinafter called the "Contractor").

WITNESSETH: THAT

WHEREAS, the Authority desires to contract with the Contractor to render certain product and services as hereinafter described in Attachment A.

WHEREAS, the Contractor is willing to provide such product and services on the basis of compensation set forth in Attachment B

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Contract with Contractor. The Authority hereby agrees to engage the Contractor and the Contractor agrees to provide the product and services hereinafter set forth in conformity with all applicable Federal, State, and Local laws to which the Authority and the Contractor and their respective employees are subject.
2. Scope of Services.
 - a) The Contractor shall do, perform, and carry out in a satisfactory, proper, and timely manner the rendering of product and services (hereinafter called the "Services") set forth in the attached Scope of Services (Attachment A), Compensation Schedule (Attachment B), and Insurance Requirements (Attachment C), all of which are attached hereto and incorporated herein by this reference.
 - b) The Contractor shall report not less than monthly, if requested, the progress of the Services. The Contractor shall, at the request of the Authority, be available to report to the Authority's staff, Board of Trustees, or any committee thereof, progress reports, recommendations and any other information prepared, developed, obtained or related to the Services or the subject matter thereof.
 - c) It is specifically understood and agreed that time is of the essence and goes to the heart of this contract and each and every element thereof; a breach of the time of performance is a breach of this Contract.
 - d) The Contractor shall perform its Services under the direction of the Authority's "____ Director_____" - or his/her designee, to whom it shall address all reports and submittals.
3. Data to be Furnished to Contractor. The Authority shall provide the Contractor with such access to its records, files, facilities, and personnel as may be reasonably necessary for the performance of the Services.
4. Personnel.

- a) The Contractor shall utilize personnel suitable and appropriate to the subject matter of the Contract and the specific portion of the Services involved. Personnel so employed shall be considered employees of the Contractor; under no circumstances shall any such personnel be considered employees of the Authority or as having any contractual relationship therewith.
 - b) None of the Services hereunder shall be subcontracted without the prior written consent of the Authority. In each instance, the Authority must approve any subcontractor and its contract with the Contractor; absent such approval, the Authority shall not compensate Contractor for Services performed by a subcontractor.
 - c) Contractor represents and warrants that neither it nor its personnel to be employed hereunder are under obligation to any other individual, firm, or other entity, which would conflict with or impair their ability to fully perform their services and other obligations hereunder. Contractor further represents and warrants that, if it or any of its personnel to be employed hereunder possess trade secrets or other confidential information of any other individual, firm or other entity under obligation of non-disclosure, they shall perform their services and other obligations hereunder in full compliance with the terms of such obligation.
5. Time of Performance. The term of this contract shall be identified in the Notice To Proceed. Any extension of this Contract or Services performed after the end of such term may be authorized in writing only by the General Manager of the Authority.
6. Compensation and Method of Payment.
- a) The Authority agrees to pay the Contractor an amount not to exceed _____ & 00/100 dollars (\$ _____ .00) as full compensation for performance of the contract, on the basis set forth in Attachment B hereto. The Authority is exempt from all State, excise, and transportation taxes, except the State of Ohio gasoline tax. All prices and rates hereunder shall be exclusive of all such taxes and shall be so construed. All other taxes and governmental impositions upon the product and services, labor and material furnished hereunder shall be paid by the Contractor.
 - b) Payments hereunder will only be made upon invoices properly submitted in accordance with this Contract. Invoices shall be submitted bi-monthly for Services performed or costs incurred during the preceding month.
 - c) Each invoice submitted shall identify the purchase order issued for this contract. Each invoice shall be supported by a statement of services rendered by the Contractor, identifying the specific services performed, the time involved, the classification of the individual or group performing the Services, and the rate associated therewith.
 - d) Final payment shall be made by the Authority only upon satisfactory completion of each and every obligation of the Contractor hereunder and the submittal of all necessary and appropriate documentation required hereunder.
 - e) Payments will generally be made within thirty (30) days following approval of the invoice. Such approval or payment shall not constitute acceptance or approval of the product and/or services invoiced. Late payments shall accrue no interest.

- f) Payment will only be made for goods and services accepted. For goods and services accepted which acceptance is later revoked prior to payment, the payment will be withheld until defects in the nonconforming goods or services are cured and accepted. In the case of serial deliveries and serial invoicing, GCRTA reserves the right to deduct overpayments from current invoice amounts.
 - g) The Contractor agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than ten (10) calendar days from receipt of each payment the prime receives from the Authority. The Contractor agrees further to release retainage payments (if applicable) to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval from the Contracting Officer.
 - (h) Where a contractor is found by the Authority to have failed to comply with the requirements of the DBE Program, of the prompt payment provisions of this contract, the contractor will be required to take corrective action. If corrective action is not promptly taken by the offending contractor, the following sanctions may be imposed (singly, in any combination, and in addition to any other remedies by law or equity):
 - 1. The Authority may withhold all further payments under the contract.
 - 2. The contractor may be ordered to stop work.
 - 3. The contractor may be terminated for breach.
 - 4. Suspension or debarment proceedings may be commenced in accordance with 49 CFR, Part 29.
 - 5. The Director of Procurement may find the defaulting contractor non-responsible in respect to other solicitations for a stated period of time.
 - 6. Any relevant performance bond(s) may be enforced.
7. Limitation of Costs. The parties agree that the services hereunder, as presently contemplated, will not cost the Authority more than the amount specified in Paragraph 6(a) above. The Contractor shall notify the Authority in writing whenever the total billings reach eighty-five percent (85%) of the total estimated costs; or the total cost for the performance of this contract, exclusive of any fee, will be either greater or substantially less than had been previously estimated. As part of the notification, the Contractor shall provide the Authority with a revised estimate of the total cost of performing this contract.
8. Indemnification and Insurance.
- a) To the fullest extent permitted by law, the Contractor shall, at its sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the Authority and its agents, representatives, and employees from and against all claims, actions, judgments, costs, penalties, liabilities, damages, losses and expenses, including but not limited to attorney's fees and worker's compensation benefits arising out of or resulting from the performance of this contract, providing that any such claim, action, judgment, cost, penalty, liability, damage, loss or expense is caused in whole or in part by the negligence or professional errors or omission of the Contractor or any person or entity directly or indirectly employed by it. Such obligation shall not be construed to negate, abridge, or otherwise diminish any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

- b) The Contractor shall obtain at its own expense the insurance specified in Attachment C hereto, and shall maintain said insurance in full force and effect at all times during the term of this Contract, including any extensions thereof.
 - c) The Contractor shall comply in all respects with the State law known as the Workers Compensation Act, and shall pay into the State Insurance Fund necessary premiums required to cover all employees furnishing labor under this Contract and under control of the Contractor. The Contractor shall relieve the Authority from any costs due to accidents or other liabilities under this Act.
 - d) The Contractor shall not commence performance hereunder until it has obtained all required insurances and furnished satisfactory evidence thereof to the Authority. All such policies shall provide that the Authority's Director of Procurement shall receive not less than thirty (30) days written notice prior to any cancellation or alteration of such policy or coverage. All such policies shall be obtained from companies duly licensed to provide such insurance in the State of Ohio, and having a A-X or better policy holders rating by the A.M. Best and Company, Incorporated.
 - e) Approval of such insurance by the Authority shall not relieve or decrease the liability of the Contractor hereunder. The Authority does not in any manner represent that the coverages or limits provided hereunder are sufficient or adequate to protect the Contractor's interests or liabilities.
9. Notice to Proceed. The Authority shall furnish the Contractor with written direction to commence performance hereunder entitled "Notice to Proceed" within ten (10) days after receipt of the required evidence of insurance and such other documentation as the Contractor may be required to provide prior to commencement of performance. The Authority shall not be responsible for any services performed or costs incurred prior to issuance of such Notice to Proceed.
10. Contract Changes. The Contract shall not be amended or modified except by written agreement of the parties.
11. Termination.
- a) Should the Contractor through negligent action or inaction fail to perform its Services hereunder in accordance with accepted professional standards or in any manner imperil the Authority's right and ability to successfully pursue the subject matter of this Contract through negligent action or actions, or breach any duty hereunder, and fail to remedy such failure or breach in a timely manner as directed by the Authority, the Authority may terminate this Contract and hold the Contractor responsible for any and all costs and liabilities arising as a direct or proximate result of such failure.
 - b) The performance of the services hereunder may be terminated in whole or, from the time, in part by the Authority whenever the Authority determines it is in the best interest of the Authority to do so. Such termination shall be written notice to the Contractor specifying the extent and the effective date of the termination.
 - c) Any damages assessed to the Contractor as a result of termination pursuant to Paragraph 11(a) above, or any claim by the Contractor for costs resulting from a termination pursuant to Paragraph 11(b) above will be computed and allowed in accordance with federal regulations in effect at the time of termination.

12. Confidentiality. The Contractor shall hold as confidential all information and data transmitted to it by, through or on behalf of the Authority, and shall not disclose such information or data in whole or in part to any third party except as may be specifically directed or approved by the Authority's General Manager or his designee.
13. Prohibited Interests. No officer, member, or employee of the GCRTA and no members of its governing body, and no other public official or employee of the governing body of the locality or localities included within the Authority, during his or her tenure, shall have any interest, direct or indirect, in this RFP, any contract negotiated subsequently, or the proceeds thereof.
14. Covenant Against Contingent Fees. The Contractor warrants that no person or selling agencies has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission or bonafide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Authority shall have the right to annul this Contract without liability or at its discretion, to deduct from the Contract price, or otherwise recover the full amount or such commission, percentage, brokerage, or contingent fees.
15. Gratuities. This agreement may be terminated by written notice if, after notice and hearing, the Authority determines that the Contractor, its agent, or another representative:
- (1) a Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Authority; and
 - (1) b Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.
 - 2. The facts supporting this determination maybe reviewed by any court having lawful jurisdiction.
 - 3. If this contract is terminated under Paragraph (a) above, the Authority is entitled to pursue the same remedies as in a breach of the Contract. The rights and remedies of the Authority provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
16. Assignment. The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or its right, title, or interest in or to the same or any part thereof without prior written consent of the Authority endorsed thereon or attached thereto.
17. Social Security 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 the payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions, or annuities now hereafter imposed under any State or federal law which are measured by the wages, salaries or other remuneration paid to persons employed by the Contractor for 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 not or hereafter may be issued or promulgated under said respective laws by all duly authorized State or federal law officials, and said Contractor agrees to indemnify and save harmless the Authority from any such contributions or taxes or liability therefore.
18. Federal Assistance. The Services under this contract may be supported in part by Federal assistance under grants made by the Department of Federal Transit Administration, pursuant to the Urban Mass Transportation Act of 1984 and amendments (49 U.S.C. et seq.) and Surface Transportation Assistance Acts of 1982 and 1987, as amended. When so funded, this Contract shall be subject to all rules and regulations promulgated pursuant thereto.

19. Title VI Civil Rights Act of 1964. The Contractor and any subcontractors under this contract shall comply with all the requirements imposed by Title VI of the Civil Rights of 1964 (49 2000d) and the regulations of the Department of Transportation issued thereunder, 49 CFR, Part 21. In the event of the Contractor's non-compliance, the Authority shall impose such sanctions as it may be determined to be appropriate, including, but not limited to:
- (1) Withholding of payments under the contract until the Contractor complies, and/or
 - (2) Cancellation, termination or suspension of the contract, in whole or in part,
 - (3) Suspension from participation in future Authority contracts.
20. Restrictions on Lobbying. This contract is subject to the provisions of Section 319, Public Law 101-121 (31 U.S.C.) 1352.
21. Non-Discrimination. Each subcontract the prime contractor signs with, a subcontractor must include the following assurance:
- The contractor, sub recipient or subcontractor 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 DOT assisted contracts. 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.
22. Audits and Inspection. The Contractor shall maintain books, records, documents, and other evidence directly pertinent to the performance of the Work under this Contract in accordance with generally accepted accounting principles and practices consistently applied and Federal Acquisition Regulations, Parts and 31. The Contractor shall also maintain the financial information and data used by it in the preparation or support of the cost submissions required for this Contract, or any change order or claim, and a copy of the cost summary submitted to the Authority. The Authority, the U.S. government, and the State government or their authorized representative shall have access, at all times during normal business hours, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Contractor will provide facilities or such access and inspection. The rights granted the Authority and the government under this provision shall remain in full force and effect for three (3) years after termination of this Contract for whatever reasons, and shall extend to any subcontractors performing work valued in excess of ten thousand & 00/100 dollars (\$10,000.00).
23. Approval of Contract. This contract is subject to the written approval of the General Manager of the Authority and shall not be binding until so approved.
24. Integrated Agreement. This Contract, including the attachments referenced herein, constitutes the entire agreement of the parties. No prior agreements or understandings, or oral modifications or representations are enforceable hereunder unless reduced to written form, signed by both parties, and incorporated herein by amendment prior to performance of the affected Services.
25. Governing Law. This Contract shall be governed by and interpreted pursuant to the laws of the United States and of the State of Ohio, as appropriate, notwithstanding any provisions of such laws relating to jurisdiction. Should any part or parts of this Contract be held unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder thereof and the balance of this Contract shall remain in full force and effect.
26. Warranties. Seller warrants that for a period of one (1) year (or for such longer period prescribed by the specifications) following acceptance of goods and services delivered

hereunder, the goods and services are free of defects in materials and workmanship and further warrants that such goods and service are suited for the purposes intended and are of merchantable quality. Seller further warrants that it holds good and marketable title in the goods delivered, and that such goods are free of all liens, security interests or other encumbrances. Seller agrees that in the event the goods or services are not as warranted, it will promptly cure defect at its sole cost and expense. Seller further warrants that, to the extent products furnished hereunder involve electronic data processing hardware or software such hardware or software shall be able to process dates, utilizing a four-digit year format, between the twentieth and twenty-first centuries, and between the years 1999 and 2000, and all leap year data, without human intervention. Seller further agrees to indemnify GCRTA for all costs and damages, both incidental and consequential, resulting from the delivery of good sand services, which fail to meet the aforesaid warranties. It is agreed that the goods and services provided hereunder are regarded as consumer goods and services.

27. Conservation. Contractor shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the State's Energy Conservation Plan issued in compliance with the *Energy Policy and Conservation Act* (42.U.S.C. Section 6321 et seq.).
28. Environmental Indemnity. Contractor agrees for itself, its officers, employees and agents that it will hold harmless, indemnify and defend GCRTA, its Board, Officers, and employees from and against all claims, demands, findings, judgments, orders, or actions arising out of or in any way connected with the services provided to GCRTA under this contract, including without limitation, all activities associated with the loading, transport, unloading and disposal of any and all substances under the purview of any law, rule, order or ordinance, promulgated for the protection of the environment such as and without limiting the foregoing, CERCLA, SARA, RCRA, TSCA, SDNA, Clean Air Act, Clean Water Act, Right to Know Laws, and the state equivalents of each of the foregoing. Contractor further agrees that the defense guaranteed hereby shall be provided by a lawyer or firm or firms selected by GCRTA.
29. Patents. Seller shall pay all royalties and license fees attributable to the use of goods, materials, equipment or processes used to perform its obligations hereunder. Seller agrees to defend against and hold harmless the GCRTA from all claims of infringement.
30. Quantity and Quality. Seller agrees to deliver goods and services of the kind and quality specified and in the quantities specified. In the case of a requirements contract, the solicitation specifies estimates of the Authority's needs for the contract duration. It is agreed that such estimates are presented for bid evaluation purposes only and are not to be considered firm requirements. Actual requirements may exceed or be less than these estimates.
31. Notification of Proceedings. The GCRTA will give the Contractor prompt notice in writing of the institution of any suit or proceeding and permit the Contractor to defend same and will give all needed information, assistance, and authority to enable the Contractor to do so. The Contractor will similarly give the GCRTA immediate notice of any suit or action filed or prompt notice of any claims made against the Contractor arising out of the performance of this contract. The Contractor shall furnish immediately to the GCRTA copies of all pertinent papers received by the Contractor.
32. Compliance with Laws and Regulations. All materials and supplies furnished pursuant to the specifications shall be in compliance with the laws and regulations of the State of Ohio. Contractor shall, if requested by the GCRTA, supply certification and evidence of such compliance. The contract shall be construed pursuant to the laws of the State of Ohio.

IN WITNESS WHEREOF, The Contractor and the Authority have executed this Contract at Cleveland, Ohio, as of the date first written above:

ATTEST:

CONTRACTOR

Authorized Signature

Title

ATTEST:

GREATER CLEVELAND REGIONAL
TRANSIT AUTHORITY

Joseph A. Calabrese, CEO
General Manager/Secretary-Treasurer

APPROVED AS TO LEGAL FORM:

By _____
Sheryl King Benford, General Counsel
Deputy General Manager for Legal Affairs

CONTRACT PRICING PROPOSAL				PAGE NO.	NO. OF PAGES
NAME OF OFFEROR		SUPPLIES AND /OR SERVICES TO BE FURNISHED			
HOME OFFICE ADDRESS					
DIVISION(S) AND LOCATION(S) WHERE WORK IS TO BE PERFORMED		TOTAL AMOUNT OF PROPOSAL		RTA SOLICITATION NO.	
DETAIL DESCRIPTION OF COST ELEMENTS					
1. DIRECT MATERIAL (Itemize on attached schedule)			Est Cost(s)	Total Est Cost	Reference
a. Purchased Parts					
b. Subcontracted items					
c. Other-(i) Raw Material					
TOTAL DIRECT MATERIAL					
2. MATERIAL OVERHEAD (RATE %X BASE =) THIS RATE MUST BE SUPPORTED					
3. DIRECT LABOR (Specify)		Estimated Hours	Rate / Hour	Est Cost (s)	Total Est Cost
TOTAL DIRECT LABOR					
4. LABOR OVERHEAD (Specify Department or Cost Center)		O. H. RATE	X BASE =	Est Cost (s)	Total Est Cost
TOTAL LABOR OVERHEAD					
5. SPECIAL TESTING (Including field work at Government Installations)			Est Cost (s)	Total Est Cost	Reference
TOTAL SPECIAL TESTING					
6. SPECIAL EQUIPMENT (If direct charge)					
7. TRAVEL (If direct charge)			Est Cost (s)		
a. Transportation					
b. Per Diem or Subsistence					
TOTAL TRAVEL					
7. TRAVEL (If direct charge)					
8. CONSULTANTS (Identify-purpose-rate)			Est Cost (s)		
TOTAL CONSULTANT COST					
9. OTHER DIRECT COST (Itemize on attached schedule)			Est Cost (s)	Total Est Cost	Reference
10. INDIRECT OVERHEAD COST ALLOCATION (Itemize on attached sheet)					
11. SELLING GENERAL AND ADMINISTRATIVE COST ALLOCATION					
12. FEE OR PROFIT					
TOTAL ESIMATED COST AND FEE OR PROFIT					

