

**REQUEST FOR PROPOSAL**

**Mobile Fare Collection System**

**FOR**

**NEORide**

**Wadsworth, Ohio**

**Proposals are due:**

**4:00 PM**

**April 6, 2018**

**RFP#2018-01**



1 Park Centre Drive  
Wadsworth, Ohio 44281  
(330) 334-6877 (330) 336-7130 FAX

#### NOTICE

Notice is hereby given that NEORide is requesting proposals for:

Mobile Fare Collection System (RFP 2018-01)

A copy of the RFP is available by contacting Dean J. Harris at (330) 334-6877 or emailing [deanh@otr.org](mailto:deanh@otr.org).

All bids must be submitted in accordance with requirements set forth in this bid documentation and must be received in the offices of NEORide on or before April 6, 2018 by 11:00 AM. There will be NO public bid opening.

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

All Bidders are certifying that they are not on the Comptroller General's list of ineligible contractors by signing the proposal page.

A five (\$500.00) hundred dollar bid bond or cashier check is required at the time of bid submission. Bid security furnished in bond form, shall be issued by a surety company or corporation licensed in the State of Ohio to provide said surety.

NEORide reserves the right to reject any and/or all proposals, to re-advertise for proposals and to waive any informality in any proposal and to determine the most responsive proposal by its own criteria, as described within the specification.

All bids must be clearly marked on the lower left side of the outermost envelope with the words, ATTN: RFP#2018-01.



REQUEST FOR PROPOSAL (RFP)

SUBJECT: PURCHASE OF MOBILE FARE COLLECTION SYSTEM

DATE: March 2, 2018

PROPOSALS DUE: April 6, 2018 TIME 4:00 PM (EST TIME)

NEORide is requesting proposals for the purchase of Mobile Fare Collection System in accordance with specifications, terms, and conditions enclosed herewith.

The Bidder must submit one (1) original of the proposal with all required forms signed, one (1) copy of the proposal and a copy on a CD or Thumb drive. The proposal **MUST** be received at NEORide's administrative office by the date and time set forth above. The "original" must be clearly marked.

The envelope or package in which the proposal is submitted shall be addressed and marked as follows:

NEORide  
1 Park Center, Suite 300  
Wadsworth, OH 44281  
ATTN: RFP #2018-01

# PART 1

## INSTRUCTIONS TO PROPOSERS

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### 1.1 INTRODUCTION

It is the intent of this Request for Proposal (RFP) to solicit competitive proposals for the purchase of a mobile fare collection system with various options under a contract that will remain in effect for up to 5 years. The bid will be issued to a single qualified supplier.

### 1.2 REQUEST FOR PROPOSAL DEADLINE

The proposal, and all attachments, must be received in NEORide's Administrative Office by time and date stated in the legal notice. The proposal must be in a sealed envelope, box, or appropriate package with the name and address of the Bidder, the RFP number, and closing date clearly marked on the outside. Any proposal received after the deadline may not be opened and considered for award.

Proposal must be mailed or delivered to:

NEORide  
1 Park Center, Suite 300  
Wadsworth, OH 44281  
ATTN: RFP #2018-01

Without law or policy to the contrary, if the Bidder took reasonable steps to submit the proposal in due time, and failure of the proposal to be on hand at the time of closing was not the result of negligence or other fault of the Bidder, but was the result of negligence by NEORide, NEORide reserves the right to accept such proposal.

### 1.3 INTERPRETATION OF REQUEST FOR PROPOSAL

The Bidder must carefully examine the specifications, terms and conditions expressed in the Request for Proposal (RFP) and become fully informed as to the requirements set forth therein. If anyone planning to submit a proposal finds discrepancies or omissions in the proposal, or has any doubts as to the true meaning, they may request in writing, an interpretation or correction thereof, ten (10) weekdays prior to the bid due date.

Any change in the Request for Proposal will be made only by written addendum, duly issued by NEORide to each firm in receipt of the Request for Proposal. NEORide will not be responsible for any other explanations or interpretations.

#### 1.4 FALSE OR MISLEADING STATEMENTS

Proposals which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Bidder, may be rejected. If, in the opinion of NEORide, such information was intended to mislead NEORide in its evaluation of the proposal, and the attribute, condition or capability is a requirement of this proposal, it will be the basis for rejection of the proposal.

#### 1.5 SUBCONTRACTING

Any Bidder using a subcontractor(s) must clearly explain the use of the subcontractor(s) and list the name(s) of the subcontractor(s) providing work under this proposal. The selected Bidder will be fully responsible for all work performed under this proposal and will be considered as the Prime Contractor. Any subcontracting, or other legal arrangements made by the Bidder are the sole responsibility of the Bidder. Any contract that is entered into between the selected Bidder and the subcontractor(s) shall contain all required contract provisions as stated in the RFP and shall in no respect obligate NEORide to the subcontracting party.

## PART 2

### Procurement Process

#### 2.1 METHOD OF PROCUREMENT: COMPETITIVE NEGOTIATION

- A. Procurement will be made on a "competitive negotiated" basis. The competitive negotiation method of procurement is an acknowledgment that, in addition to price and responsiveness to technical specifications, there are other factors which should be considered in the procurement process in order to determine which offer is in the best interest of NEORide and allows the most efficient and economical use of public funds. It should also be understood that the competitive negotiation process is designed to ensure, to the maximum extent possible, that award will be made on a competitive basis.
- B. The contract will be awarded to the Bidder whose proposal will be the most advantageous to NEORide in terms of all evaluation criteria stated elsewhere in the RFP.
- C. Proposals will not be publicly opened.
- D. The basic steps in the competitive negotiation process are as follows:
  - 1. NEORide determines the relative importance of all the evaluation factors pertinent to the RFP and lists them in order of priority.
  - 2. NEORide issues a Request for Proposals (RFP) containing specifications that describe the actual minimum needs and advising prospective offerors of the criteria upon which the proposals will be evaluated.
  - 3. By the date specified in the RFP, qualified offerors submit sealed proposals.
  - 4. NEORide reviews the proposals to determine proposal compliance.
  - 5. NEORide evaluates all compliant proposals in accordance with the pre-established evaluation criteria.
  - 6. NEORide will determine the "Competitive Range". The Competitive Range includes all proposals which have a reasonable chance of being selected for award, based upon a preliminary screening against the previously established evaluation criteria. When there is a doubt as to whether a proposal is within the competitive range, that doubt shall be resolved by the proposal's inclusion. Where the bid price is below the competitive range and clearly demonstrates a lack of understanding on the part of the bidder, NEORide may disqualify this Bidder from further consideration.
  - 7. NEORide determines whether or not to carry out discussions with those offerors whose proposals are within the competitive range or to recommend an award of the contract without further discussion.
  - 8. NEORide may determine that it is in their best interest to conduct individual interviews with Bidders determined to be within a competitive price, technical management and experience range to verify any unclear areas, discuss any bid options and, through questions and answers, assure that the Bidder has a clear

understanding of NEORide's requirements and expectations. After the presentations NEORide may request a best and final or proceed into negotiations with the highest ranked Bidder, based on NEORide's developed, evaluation criteria. Furthermore, NEORide may elect to award a contract without further discussions or negotiations if NEORide determines that the best technically acceptable proposal has been received and that acceptance of this initial proposal would result in a fair and reasonable price.

9. If an award is to be made pending further discussion or negotiation, all offerors whose proposals are within the competitive range will be formally notified in writing, of NEORide's intentions to hold discussions with them and the required steps leading to a "Best and Final Offer" (BAFO). A meeting will be held with each such offeror to discuss their proposed solutions to amend requirements. NEORide reserves the right to amend requirements after discussions to clarify any requirement issues. Bidders will then be requested to submit any final changes to their price and technical proposal. Bidders may then modify their proposals, accordingly, and may submit their BAFO after all meetings and discussions have been completed. No evaluation and/or price comparisons are allowed between proposals. Discussions with Bidders will not include disclosure of the strengths and weaknesses of competing proposals.
10. The sealed BAFO's are submitted by a common closing time, of which all offerors within the competitive range will be formally notified.
11. NEORide will evaluate final submissions and will either reject all bids or select the bid that offers the best compliance and benefits to NEORide at a competitive cost.
12. The award recommendation by NEORide selection committee requires the approval of NEORide's Board of Trustees. The selected Bidder will be notified only after approval by all parties.

## PART 3

### INSTRUCTIONS FOR SUBMISSION OF PROPOSAL AND PROPOSAL CONTENT REQUIREMENTS

#### 3.1 GENERAL INFORMATION

This section describes the required proposal format and content. The proposal should contain the requested information organized by the prescribed sections and subsections numbers and titles. Any information provided beyond that required in the proposal should be contained in a section entitled "Optional Exhibits and Attachments".

Each Bidder shall submit a complete proposal, along with requested copies, providing all information requested and a complete description of the equipment delivery schedule and quality assurance program proposed. Failure to follow the prescribed format may result in rejection of the proposal.

Proposals must be complete in all respects. A proposal may be rejected if it is conditional or incomplete, or if it contains any alteration of form or other irregularities of any kind not authorized by this RFP. A proposal may be rejected if any such defect or irregularity constitutes a material deviation from the proposal requirements. The proposal must contain all costs required by the proposal.

Proposals must be clearly marked as stated herein and must be received by the date and time specified. Proposals submitted under improperly marked covers might be rejected. If discrepancies are found between two or more copies of the proposal, the proposal may be rejected. However, if not so rejected, the "original" copy will provide the basis for resolving such discrepancies.

The proposal must be typed. Every part of the proposal must be legible and of sufficient print clarity to allow copying of the document. Errors may be crossed out and corrections printed in ink or typed adjacent and must be initialed in ink by the person signing the proposal. Special bindings, colored displays, etc., are not necessary. A single "D" ring binder divided into sections by labeled tab index sheets is sufficient. Attachments that are not included in the binder should be clearly labeled according to the sections and titles provided therein. The proposal should be as clear, complete and consistent with the proposal content requirements as possible.

#### 3.2 NUMBER OF COPIES TO BE SUBMITTED

Please submit one (1) original proposal, one (1) copy and one (1) electronic copy on a CD or Thumb Drive of the proposal.



### 3.3 PROPOSAL FORMAT

The proposal must be developed on the forms provided in this package and must follow the proposal content requirements in the order in which they appear in the proposal. Proposals must be typewritten and submitted on standard 8-1/2"x11" paper. Each page must be clearly and consecutively numbered.

The content and sequence of the proposal will be as follows:

#### A. COVER LETTER.

A maximum of a one (1) page cover letter and introduction including the Bidder's name and address, name, address, and telephone number of the person(s) who will be the contact person(s) and who will be authorized to represent the Bidder. The proposal must be signed by a duly authorized officer of a company.

#### B PROPOSAL FORMAT AND CONTENT

##### Part I - Bidder Information

In this section, the Bidder should provide basic company information and a short narrative about the history of the Bidder and other valuable information.

This should include but not limited to how long the Bidder has been in business, organizational chart with resumes of key personal, description of project team members, etc.

##### Part II - Product/Service Information

In this section, the Bidder should provide information about their product and/or services that they feel would showcase how their product/service would best meet the goals outlined in scope of service. The Bidder can also provide information about additional features that could be provided through their product/service that goes above and beyond the requested items in the scope of services. This section should include any technology, equipment and back office requirements as well as a flow chart of milestone dates.

This section should include the responses to items listed in the scope of services.

##### Part III - References

In this section, the Bidder should include a minimum of three transit agencies (or other related companies) where their product/service was put into use and a summary of any results or outcomes from using the technology. If possible, references should include deployment of your product/services similar to those in this RFP.

#### Part IV – Cost

In this section the Bidder will provide cost for the base option. The cost should be reflective of any one-time (upfront/setup) costs, annual fixed cost/maintenance cost, usage cost and any other cost that would be required to fully implement the system being proposed. The cost should be based on a one-year base contract term with the option to renew for up to four more years (for a total of five years).

If optional addition/upgrades to the system are proposed those cost should follow the same layout as above.

The base and optional costs should be presented as if there were only one customer. There should not be any cost difference between the individual members of NEORide on a unit cost basis.

The Bidder will also address how much it would cost to add additional members to this contract. (i.e. one-time fees, etc). Also, the Bidder should address whether adding members would affect the on-going costs.

## PART 4

### Basis of Award, Selection Process and Evaluation Criteria

#### 4.1 BASIS OF AWARD

An Evaluation Committee consisting of selected personnel will be established to evaluate the proposals and to recommend the apparent successful Bidder.

#### 4.2 SELECTION OF REQUEST FOR PROPOSAL

It is the intent of the Evaluation Committee to select an apparent successful Bidder with a recommendation to be forwarded to the NEORide Board of Trustees based on the evaluation criteria set forth herein. Selection will not be made on cost alone but will be based upon the most advantageous proposal or combination of proposals.

#### 4.3 EVALUATION CRITERIA

##### A. Evaluation Criteria

The following evaluation criteria have been established by NEORide for this procurement, the criteria are presented to allow NEORide to analyze proposals received on an equal basis and to afford all Bidders the opportunity to know the basis upon which their proposals will be evaluated.

Award will be made to the Bidder whose final offer is most beneficial to NEORide after evaluation in accordance with these criteria.

#### EVALUATION CRITERIA

1. TECHNICAL/FUNCTIONAL RESPONSE – 50 points
2. PROJECT MANAGEMENT TEAM – 15 points
3. EXPERIENCE AND REFERENCES – 10 points
4. COST PROPOSAL – 25 points

Total points – 100

## PART 5

### STANDARD FORM OF BID FOR THE PURCHASE OF MOBILE FARE COLLECTION SYSTEM

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#### 1) ADVERTISEMENT FOR PROPOSALS

Advertisement for proposals for the purchase of Mobile Fare Collection System by NEORide were issued on March 2, 2018.

#### 2) DURATION OF CONTRACT

Duration of the proposed contract shall be for one (1) year starting on the date of successful installation/activation of the product as requested under the scope of work. There will also be four (4) additional one (1) year options that may be renewed by NEORide within thirty (30) days at the end of each year.

#### 3) PROPOSAL

Request for proposals for the above will be received at NEORide's general office until 11:00 AM on April 6, 2018, and thereafter will be opened. There will be no public opening.

#### 4) BID BOND

Each bid shall be accompanied by a certified or cashier's check on a solvent bank in an amount of five (\$500.00) hundred dollars, as assurance that a contract will be entered into. Said check shall be made in favor of the NEORide.

#### Bid Bond Requirements

##### (a) Bid Security

A Bid Bond must be issued by a fully qualified surety company acceptable to NEORide and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

##### (b) Rights Reserved

In submitting this Bid, it is understood and agreed by bidder that the right is reserved by NEORide to reject any and all bids, or part of any bid. It is agreed that the Bid may not be

withdrawn for a period of ninety (90) days subsequent to the opening of bids, without the written consent of NEORide.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within ninety (90) days after the bid opening without the written consent of NEORide, or if the bidder shall refuse or be unable to enter into this contract, as provided above, or unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, or adequate and acceptable insurance, he shall forfeit his bid security to the extent of NEORide damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested will render the bid unresponsive.

5) DISPOSITION OF CERTIFIED OR CASHIERS CHECK

Said certified or cashier's check to be forfeited to NEORide as agreed amount of liquidated damages in case of failure to enter into a contract as above described. The check will be released or returned to the bidder in the case his proposal is rejected.

In case the proposal is accepted, the check will be returned after the contract has been signed. The check of the next lowest bidder will be retained until the lowest responsible bidder has signed. If he fails to do so, said check shall be further retained until the second lowest responsible bidder shall have signed; and in default thereof, the check shall be forfeited to NEORide as liquidated damages.

6) PERFORMANCE/PAYMENT BOND (Not Required)

7) FORM OF PROPOSAL

Every proposal must be made upon the blank proposal form attached hereto and must contain the full name of every person, firm, or corporation interested in the proposal, and the address of the person, firm, or the president and secretary of the corporation bidding; and if a corporation, the name of the State in which it is incorporated.

8) NAME OF BIDDER

Each proposal must be clearly signed with the full name and address of each person interested in it. In case of a partnership, the firm name and address of each individual party must be given.

9) SIGNATURE OF BIDDER

Firm, corporate, or individual name of the bidder must be signed by the bidder in the space provided for the signature on the proposal blank. In case of a corporation, the title of the officer signing must be stated and each officer must be thereunto duly authorized. In the case of a partnership, the signature of at least one of the partners must follow the firm name, using the

term "member of firm." In case of an individual, use the term "doing business as" or "sole owner."

#### 10) BIDDER AFFIDAVITS

Bidder is required to submit with his bid an affidavit stating that neither he nor his agents, nor any other party for him has paid or agreed to pay, directly or indirectly, any persons, firm, or corporation any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to and further agreeing that no such money or reward will be hereafter paid. This affidavit must be on the form attached hereto and made part of this proposal.

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

#### 11) SPECIFICATIONS TO BE PART OF THE CONTRACT

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

#### 12) EXPLANATIONS (WRITTEN AND/OR ORAL)

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

#### 13) WITHDRAWAL OF PROPOSAL

No bid will be allowed to be withdrawn for one hundred and eighty (180) days after it has been deposited with NEORide.

#### 14) CONSIDERATION OF BID

All proposals received in conformity with these specifications shall, as soon as possible be tabulated.

#### 15) REJECTION OR ACCEPTANCE OF BIDS

NEORide reserves the right to accept or reject any or all bids, and any parts of any bid. In awarding a contract, NEORide reserves the right to consider all elements entering into the question of determining the responsibility of the Bidder. Any bid which is incomplete, conditional, obscure, or which contains additions not called for, or irregularities of any kind, may

be cause for rejection of the bid. In case of any discrepancy between the price written in the bid and that given in figures for any item, the price in writing will be considered as the bid.

16) UNACCEPTABLE BIDS

No bid will be accepted from or contract awarded to any person, firm, or corporation that is in arrears or is in default to NEORide of one NEORide's member agencies upon any debt or contract, or that is a defaulter as surety or otherwise upon any obligation or has failed to perform faithfully any previous contract.

17) WORKERS' COMPENSATION ACT

The Bidder shall comply with the State Law known as the Workers' Compensation Act and shall pay into the State insurance fund the necessary premiums required by the Act or elect and maintain status as a Qualified Self Insured as allowed by the Act to cover all employees furnishing said services to NEORide, and under the control of the Bidder, and shall relieve NEORide from any costs due to accidents and other liabilities mentioned in said Act.

18) SOCIAL SECURITIES ACT

The Bidder shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance, and old age retirement benefits or annuities now or hereafter imposed under any State and Federal law which are measured by the wages, salaries, or other remunerations paid to persons by the Bidder on work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or may be issued or promulgated under said respective laws by any duly authorized State or Federal officials; and said Bidder also agrees to indemnify and save harmless the Board of Trustees from any contributions or liability therefor.

19) EQUAL EMPLOYMENT OPPORTUNITY

In implementing the Project/Contract, the Bidder may not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age or national origin. The Recipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, sex, disability, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

20) DISADVANTAGED BUSINESS ENTERPRISE

A goal has been set for this Federal Fiscal Year by each member agency in an attempt to match projected procurements with available qualified disadvantaged businesses. Goals for budgeted

service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established by each member agency as set forth by the Department of Transportation Regulations 49 CFR Part 26.

If a specific DBE goal is assigned to this contract, it will be clearly stated in the Specifications. If the Bidder is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBE's in the work provided, NEORide may declare the Bidder noncompliant and in breach of contract. If a goal is not stated in the Special Specifications, it will be understood that no specific goal is assigned to this contract, but DBE participation is still a requirement.

(a) Policy - It is the policy of the Department of Transportation that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of a contract financed in whole or in part with federal funds under this Agreement.

The Bidder agrees to ensure that DBEs as defined in 49 CFR Part 26, have the maximum opportunity to participate in the whole or in part with federal funds provided under this Agreement. In this regard, the Bidder shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The Bidder shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts.

(b) The Bidder will keep records and documents for a reasonable time following performance of this contract to indicate compliance with the DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of NEORide and will be submitted to NEORide upon request.

## 21) DBE PARTICIPATION REQUIREMENTS

All prime or general Bidders are hereby notified that they must show that all reasonable good faith efforts were made to have DBE participation.

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

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

## 22) AWARD OF CONTRACT

The contract shall be awarded to the lowest and best overall bid meeting the minimum requirements as set forth in the specifications. NEORide will pay no interest, finance, or carrying charges on our unpaid balance. There will be no down payment or prepayment made as part of this award.

## 23) PATENT AND DATA RIGHTS

A. Rights in Data - these following requirements apply to each contract involving experimental, developmental or research work:



- (1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.
- (2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:
  - (a) Except for its own internal use, the Bidder may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Bidder authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.
  - (b) In accordance with 49 CFR § 18.34 and 49 CFR § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
    1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
    2. Any rights of copyright purchased by the Bidder using Federal assistance in whole or in part provided by FTA.
  - (c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Bidder performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the

experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Bidder's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

- (d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Bidder agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Bidder of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Bidder shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- (e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- (f) Data developed by the Bidder and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Bidder identifies that data in writing at the time of delivery of the contract work.
- (g) Unless FTA determines otherwise, the Bidder agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
- (h) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Bidder's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Bidder agrees to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in

U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

- (i) The Bidder also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - These following requirements apply to each contract involving experimental, developmental, or research work:

- (1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Bidder agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.
- (2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Bidder's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Bidder agrees to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.
- (3) The Bidder also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

24) INELIGIBLE CONTRACTORS/DEBARMENT AND SUSPENSION

Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, NEORide may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to NEORide if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction", "participant", "persons", "lower tier covered transaction", "principal", "proposal" and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29].
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into. It shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by NEORide.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction. In addition to all remedies available to the Federal Government, NEORide may pursue available remedies including suspension and/or debarment.

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

## 25) BUY AMERICA

The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000).

The Bidder agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and

include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A Bidder must submit to NEORide the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

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

## 26) AUDIT AND INSPECTION OF RECORDS

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 CFR 18.36(i), the Bidder agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Bidder which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Bidder also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Bidder's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 CFR 633.17, Bidder agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Bidder's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Bidder shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
4. The Bidder agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
5. The Bidder agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Bidder agrees to maintain same until the

Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

6. FTA does not require the inclusion of these requirements in subcontracts.

#### 27) SUBCONTRACT APPROVAL

Any subcontract the Bidder may wish to enter into must be approved by NEORide prior to the execution of the subcontract, and all the requirements of the FTA third party contracts must be included within said subcontracts to gain approval of NEORide.

#### 28) OWNERSHIP OF DOCUMENTS

NEORide and FTA (if funded by federal funds) will become owners of all documents prepared by the Bidder upon payment for same by NEORide, except any documents which may be protected by patent, lease or other written documents which provides proof of ownership.

#### 29) AMENDMENTS TO THE CONTRACT

This agreement may be amended at any time, providing any amendment is in writing and approved by NEORide and the Bidder.

#### 30) CARGO PREFERENCE (WHERE APPLICABLE)

The Bidder agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Bidder in the case of a subcontractor's bill-of-lading.)
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.
- d. requires Bidders and subcontractors at every tier to use United States flag air carriers, to the extent service by these carriers is available. When the contract may involve the

international transportation of goods, equipment, or personnel by air, the contract must. 49 U.S.C. 40118 and 4 CFR Part 52.

31) ENVIRONMENTAL, RESOURCE CONSERVATION, AND ENERGY REQUIREMENTS

The Bidder and all of its subcontractors shall recognize mandatory standards and policies relating to the following requirements:

Energy Requirements

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

Clean Water

- (1) The Bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Bidder agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Bidder also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Clean Air

- (1) The Bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Bidder agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Bidder also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Recovered Materials

The Bidder agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

32) SEISMIC SAFETY REQUIREMENTS (Not Applicable)

33) TERMINATE/BREACH OF CONTRACT

- a. Termination for Convenience (General Provision) NEORide may terminate this contract, in whole or in part, at any time with thirty (30) days prior written notice to the Bidder when it is in the Government's best interest. The Bidder shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Bidder shall promptly submit its termination claim to NEORide. If the Bidder has any property in its possession belonging to NEORide, the Bidder will account for the same, and dispose of it in the manner the NEORide directs.
- b. Termination for Default [Breach or Cause] (General Provision) If the Bidder does not deliver supplies in accordance with the contract delivery schedule. If the contract is for services, the Bidder fails to perform in the manner called for in the contract. If the Bidder fails to comply with any other provisions of the contract, NEORide may terminate this contract for default. Termination shall be affected by serving a notice of termination on the Bidder setting forth the manner in which the Bidder is in default. The Bidder will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by NEORide that the Bidder had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Bidder. NEORide, after setting up a new delivery of performance schedule, may allow the Bidder to continue work, or treat the termination as a termination for convenience.

- c. Opportunity to Cure (General Provision) NEORide in its sole discretion may, in the case of a termination for breach or default, allow the Bidder [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Bidder fails to remedy to NEORide's satisfaction the breach or default or any of the terms, covenants, or conditions of this contract within ten (10) days after receipt by Bidder or written notice from NEORide setting forth the nature of said breach or default, shall have the right to terminate the contract without any further obligation to Bidder. Any such termination for default shall not in any way operate to preclude NEORide from also pursuing all available remedies against Bidder and its sureties for said breach or default.

- d. Waiver of Remedies for any breach in the event that NEORide elects to waive its remedies for any breach by Bidder of any covenant, term or condition of this contract, such waiver by NEORide not limit NEORide's remedies for any succeeding breach of that or of any other term, covenant, or condition of this contract.



- e. Termination for Convenience (Professional or Transit Service Contracts) NEORide, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, NEORide shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- f. Termination for Default (Supplies and Service) If the Bidder fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Bidder fails to comply with any other provisions of this contract, NEORide may terminate this contract for default. NEORide shall terminate by delivering to the Bidder a Notice of Termination specifying the nature of the default. The Bidder will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the NEORide was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of NEORide.

#### 34) TIE BREAKING

In the event of a tie, NEORide shall award to the firm: 1) with the largest labor surplus in its metropolitan area; 2) the highest DBE participant; or 3) a business registered as a small business with the Small Business Administration.

In the event of a tie and after the aforementioned the Bidder that submitted their bid first shall be awarded the contract.

#### 35) RIGHT TO PERFORM PRE-AWARD SURVEY

NEORide retains the right to review the apparent low Bidder's production schedule and past delivery performance to determine responsibility.

#### 36) RIGHT TO VERIFY PROPOSAL - SINGLE BID

NEORide shall verify proposals in the event of a single bid response, which shall automatically convert this solicitation to a negotiated purchase, which shall require the Bidder to negotiate a fair and equitable price. NEORide retains the right to request certifiable/cost analysis data, which the bidder must provide.

#### 37) RIGHT TO AUDIT

NEORide retains the right to audit the Bidder's proposal to determine that prices proposed are fair and equitable.

#### 38) RIGHT TO ADJUST COST

If NEORide determines during the life of the contract that data submitted by the Bidder is not current, incomplete, or is inaccurate, NEORide and Bidder shall negotiate a mutually agreeable adjustment in cost.

#### 39) CONTRACT CHANGE ORDERS

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

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

#### 40) DEVIATION FROM SPECIFICATIONS

Any Bidder finding it necessary for an interpretation of the RFP Documents, shall submit a written request to NEORide to be received no later than ten (10) weekdays prior to the due date for proposals detailing the desired interpretation. NEORide will render a prompt decision upon each request and will notify Bidders within five (5) weekdays of the due date for proposals. Only written communications will be authorized and binding. Any interpretations will be published to all prospective Bidders in the form of amendments to the specifications, to be issued as part of the RFP. All Bidders must acknowledge receipt of all amendments.

#### 41) PROTESTS

It is the policy of NEORide to prepare specifications for Invitation to Bid or for Requests for Proposals that are not discriminatory in nature. All solicitations are to be open and free to all competing vendors whereby all have a reasonable chance to be successful and be awarded a contract.

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

Pre-Bid Protest

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

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

Continue to Step 3 under Post-Bid procedures below

#### Post-Bid Protest

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

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

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

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

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

#### 42) INVOICING

All invoices that include payment for labor shall include proper affidavits for payments of prevailing wages.

No finance charges shall be paid by NEORide or any of its member agencies, and payment will be made in a reasonable length of time. There will be no prepayments or down payments made on this procurement.

NEORide and its member agencies are sales tax exempt. A sales tax exemption form will be provided upon request. No sales tax invoiced by Bidder will be paid.

## Prompt Payment

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

### 43) DELINQUENT PERSONAL PROPERTY STATEMENT

Each Bidder is required to submit with its proposal a statement affirmed under oath that they are not charged at the time of bid was submitted with any delinquent personal property taxes on the general tax list of personal property in Summit County, Ohio. Bidder shall indicate if applicable, the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, copy of the statement shall be transmitted to the county treasurer within thirty (30) calendar days of the date it is reviewed.

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

### 44) DISCLOSURE OF LOBBYING ACTIVITIES

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

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

### 45) NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

46) USE OF FEDERAL FUNDS

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

47) DRUG AND ALCOHOL TESTING (Not Applicable)

48) TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS (Not Applicable)

49) SCHOOL BUS REQUIREMENTS (Not Applicable)

50) RECORD RETENTION

The successful Bidder must retain in its files of business activity records for a period of three (3) years per 49 CFR § 18.36 (i) (11).

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

52) CIVIL RIGHTS

The following requirements apply to the underlying contract:

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

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

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

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

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

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

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

#### 53) NOTICE OF FEDERAL REQUIREMENTS

Bidder shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (20) dated October 2013), as they may be amended or promulgated from time to time during the term of this contract. Bidder's failure to so comply shall constitute a material breach of this contract.

#### 54) AMERICANS WITH DISABILITIES ACT

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

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

- (1) The Bidder acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Bidder certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Bidder further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Bidder to the extent the Federal Government deems appropriate.
- (2) The Bidder also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Bidder, to the extent the Federal Government deems appropriate.
- (3) The Bidder agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### 56) PRIVACY

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

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

#### 57) LABOR PROVISIONS

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

- a. **Overtime Requirements.** No Bidder or subcontractor, contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic, in any work week in which he or she is employed on such work, to work in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such work week, unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1 1/2) the basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such work week, whichever is greater.
- b. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in Subparagraph (b) (1), 29 CFR, Section 5.5, the Bidder and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Bidder and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a Territory, to such District or to such Territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Subparagraph (b) (1) of 29 CFR, Section 5.5, in the sum of ten (\$10) dollars for each calendar day in which such individual was required or permitted to work in excess of eight (8) hours or in excess of the standard work week of forty (40) hours without payment of the overtime wages required by the clause set forth in Subparagraph (b) (1) of 29 CFR, Section 5.5.
- c. **Withholding for Unpaid for Unpaid Wage and Liquid Damages.** DOT or the recipient shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the Bidder or subcontractor under any such contract or any other Federal contract with the same price Bidder, or any other Federally assisted contract subject to the contract work hours and Safety Standards Act, which is held by the same prime Bidder, such sums as may be determined to be necessary to satisfy any liabilities of such Bidder or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Subparagraph (b) (2) of 29 CFR, Section 5.5.
- d. **Subcontracts.** The Bidder or subcontractor shall insert in any subcontracts the clauses set forth in subsections A through D of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Bidder shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subsections A through D of this Section.



- e. Non-Construction Contracts. In addition to the clauses contained in 29 CFR, Section 5.5 (b) or subsections A-D of this Section, in any contract subject only to the contract work hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR, Section 5.1, NEORide shall insert a clause requiring that the Bidder or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, Social Security Number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, NEORide shall require the Bidding Officer to insert in any such contract a clause providing that the records to be maintained under this subsection shall be made available by the Bidder or subcontractor for inspection, copying or transcription by authorized representatives of DOT and the Department of Labor, and the Bidder or subcontractor will permit such representatives to interview employees during working hours on the job.

58) LIQUIDATED DAMAGES (Not Applicable)

59) FLY AMERICA (WHERE APPLICABLE)

The Bidder agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Bidder shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Bidder agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

60) CHARTER BUS (Not Applicable)

61) BUS TESTING (Not Applicable)

62) ASSIGNMENT OF OPTIONS (Not Applicable)

63) INSURANCE AND TAXES

The Bidder shall obtain and maintain in full force and effect throughout the term of the contract, such insurance and Workers Compensation Insurance as set forth herein. The Bidder shall assume full financial responsibility for its personnel, including all deductions of Social Security and withholding taxes and required contributions to state and federal unemployment compensation funds. Awarded Bidder shall include all subcontractors as insured under its

policies or shall furnish separate certificates or endorsements for each subcontractor. All subcontractors shall be subject to all of the requirements stated herein.

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

Bidder shall provide Certificates of Insurance evidencing such coverage to NEORide before the commencement of any work under any contract resulting from this proposal.

A. Comprehensive General Broad Form or Commercial General Liability: \$1,000,000 combined single limits per occurrence and \$1,000,000 annual aggregate covering bodily injury, personal injury and property damage.

B. Automotive Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage, or split limits of \$500,000 per person/\$1,000,000 per accident for bodily injury and \$250,000 per accident for property damage.

NEORide and its officers, employees and agents shall be endorsed to above policies as Additional Insured for such liability as may be incurred on the performance of any contract resulting from this proposal.

C. Workers' Compensation Statutory coverage, if and as required according to the State Labor Code. The policy shall be endorsed to waive the insurer's subrogation rights against NEORide.

Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by NEORide.

Each of the above-required policies shall be endorsed to provide NEORide with thirty (30) days prior written notice of cancellation. NEORide is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of the awarded Bidder to furnish insurance during the term of any contract resulting from this proposal.

These requirements assume that standard insurance policy forms, terms, and conditions will apply to cover the expected risk exposures for the intended Scope of Work. Additional qualifying policy conditions or special endorsements may be specified in a Contract resulting from this proposal depending on the final Scope of Work agreed on by NEORide and the awarded Bidder.

64) INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Bidder shall not perform any act, fail to perform any act, or refuse to comply with any NEORide requests which would cause NEORide or its member agencies to be in violation of the FTA terms and conditions.

65) PUBLIC RECORDS

Under State of Ohio law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this request for proposals (the "documents") become a public record after the procurement process has been completed, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law.

66) GRATUITIES

Neither the Bidder nor any person, firm, or corporation employed by the Bidder shall give, directly or indirectly, to any employee or agent of NEORide, any gift, money, or anything of value, or any promise, obligation, or contract for future reward or compensation, during the proposal process or during the performance of any contract period resulting from this proposal.

67) GOVERNING LAW

The Agreement, which may ensue under this solicitation, shall be governed exclusively by the federal laws of the United States of America and the laws of the State. **THIS AGREEMENT WILL NOT BE GOVERNED BY THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS OR BY THE PROVISIONS OF ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE, THE APPLICATION OF WHICH IS EXPRESSLY EXCLUDED.**

The laws of the State shall govern the rights, obligations, and remedies of the parties. Whenever there is no applicable state statute or decisional precedent governing the interpretation of, or disputes arising under or related to, this contract, then Federal common law, including the law developed by Federal boards of contract appeals, the United States Claims court (formerly the Court of Claims), and the Comptroller General of the United States, shall govern. Venue of any action shall lie exclusively in the County of Summit, Ohio. This is the complete agreement between the parties. If any provision of the contract is found to be invalid or unenforceable, the remaining provisions shall not be impaired.

Should either party institute any action to enforce this Agreement, or any provision hereof, the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including reasonable attorney's fees.

68) VETERANS' PREFERENCE

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

Part 5

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

# Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction

- (1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 CFR § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The bidder respondent and all subcontractors hereby certify that he/she has not been debarred or suspended from participation in Federal contracts. Please note - separate certification may be photocopied and submitted by each subcontractor. (Pursuant to 49 CFR, Part 29)

CERTIFIED (Contractor)

Company

Signed By

Name & Title

Date

CERTIFIED (Sub-Contractor(s))

Company

Signed By

Name & Title

Date

# DELINQUENT PERSONAL PROPERTY STATEMENT

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

If such charge for delinquent personal property tax exists on the General Tax List of Personal Property for Summit County, Ohio, the amount of such due and unpaid delinquent taxes, including due and unpaid penalties and interest shall be set forth below. A copy of this statement shall be transmitted to the Summit County Treasurer within thirty (30) days of the date it is submitted. If a contract is entered into, a copy of this statement shall also be incorporated into the contract between NEORide and the Bidder and no payment shall be made with respect to any contract unless such statement has been so incorporated as a part thereof.

\$  Delinquent Personal Property Tax \*

\$  Penalties \*

\$  Interest \*

\$  Total \*

Company

Signed By

Name & Title

Date

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

County of \_\_\_\_\_

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

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

SEAL

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

\* Mark "N/A" if not applicable

# Certification requirement for procurement of steel, iron, or manufactured products.

*(To be submitted with a bid or offer exceeding the small purchase threshold for Federal assistance programs, currently set at \$100,000.)*

## *Certificate of Compliance with 49 U.S.C. 5323(j)(1)*

The Bidder or Offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Company

Signed By

Name & Title

Date

## *Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)*

The Bidder or Offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Company

Signed By

Name & Title

Date



# DISCLOSURE OF LOBBYING ACTIVITIES

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Bidder certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Name of Bidder

Address

City/State/Zip

Name of Contractor's Authorized Official

Signature of Contractor's Authorized Official

Title of Contractor's Authorized Official

MUST BE COMPLETED BY BIDDER

# NOTE

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

NAME OF BUSINESS

ADDRESS

CITY, STATE, ZIP CODE

SIGNATURE OF OFFICER, PARTNER, OR OWNER

NAME AND TITLE

MUST BE COMPLETED BY BIDDER

# NON-COLLUSION AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

SEAL

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

# NOTE:

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

The bidder is to fill out the following forms:

- 1) AFFIDAVIT OF COMPLIANCE (only if the bidder is a DBE firm)
- 2) CERTIFICATE OF DBE ASSURANCE
- 3) SCHEDULE D (if there are no DBE firms available)
- 4) BIDDERS LIST

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

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

TO BE FILLED OUT ONLY BY GENERAL BIDDERS THAT ARE  
DISADVANTAGED BUSINESS ENTERPRISE  
OR SUBCONTRACTORS WHO ARE DBE.

## AFFIDAVIT OF COMPLIANCE DISADVANTAGED BUSINESS ENTERPRISE

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

County of \_\_\_\_\_

I hereby declare and affirm, that I am the \_\_\_\_\_  
(State Title)

and duly authorized representative of \_\_\_\_\_  
(State Name of Firm)

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

I hereby declare and affirm that I am a Disadvantaged Business Enterprise (DBE) as defined by the specifications and that I will provide information requested NEORide to document this fact.

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

DATE \_\_\_\_\_  
SIGNATURE OF AFFIANT

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the above named officer appeared, known

to me to be \_\_\_\_\_ and the person described in the foregoing Affidavit and

that he/she did execute the same in the capacity therein stated and for the purpose stated.

IN WITNESS THEREOF, I hereunto set my hand and official seal,

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

(SEAL)

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

The following must be executed by the DBE who is being used as a sub-contractor:

## LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

From: \_\_\_\_\_ (Name of DBE Firm)

To: \_\_\_\_\_ (Name of Prime Contractor)

The undersigned is prepared to provide the following described services or supply the following described goods in connection with RFP/IFB number 2018-01 :

Description of Work	Total Value

Sub (or Grand) Total: \$ \_\_\_\_\_

### Sub-Contracting Levels:

\_\_\_\_\_ % of the dollar value of the DBE's subcontract will be sublet to non-DBE contractors.

\_\_\_\_\_ % of the dollar value of the DBE's subcontract will be sublet to DBE contractors.

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

Disadvantaged Contractor Business Name

Address

City/State/Zip

Name of Officer for DBE firm

Signature of Authorized Official

Title of Officer for DBE firm

Date

Phone Number

Fax Number

Email Address

# CERTIFICATE OF DBE ASSURANCE

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

I hereby certify that I am the \_\_\_\_\_ (title) and  
duly authorized representative of \_\_\_\_\_ (name of firm)  
whose address is \_\_\_\_\_  
\_\_\_\_\_

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

I understand that NEORide has not established a goal for Disadvantaged Business Enterprise participating on this contract. I further understand that percentages are based on the total dollar value of the awarded contract.

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

NAME OF PRIME CONTRACTOR

SIGNED BY

NAME AND TITLE

# SCHEDULE D:

## CERTIFICATION OF CONTRACTOR REGARDING UNAVAILABILITY OF A DISADVANTAGED BUSINESS ENTERPRISE

NAME OF PROJECT Mobile Fare Technology

PROJECT NUMBER 2018-01

NOTE: The bidder must prepare one of these forms for each DBE contract made where the DBE was found not to be ready, willing, or able to perform the work solicited. If the bidder was unable to obtain the DBE signature, the form must be completed to the best of the bidder's ability, indicating the reason for the absence of DBE signature.

I, \_\_\_\_\_ of  
(TITLE)

\_\_\_\_\_, certify that on \_\_\_\_\_  
(PRIME OR GENERAL BIDDER) (DATE)

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

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

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

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

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

\_\_\_\_\_ was offered an opportunity to bid on the  
above-identified work on \_\_\_\_\_ by \_\_\_\_\_  
(DATE) (SOURCE)

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

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



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

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

- (1) Attendance at the pre-bid conference if scheduled.
- (2) The Contractor's general affirmative action policies regarding the utilization of DBEs.
- (3) The advertisement in trade association newsletters and DBE-oriented and general circulation media, for specific sub-bids that would be at least equal to the percentage contract goal for DBE utilization.
- (4) Notification of DBE Contractor Assistance agencies in writing before bids are due.
- (5) Direction negotiation with DBE for specific sub-bids; the actions taken must be reported in such a fashion as to include all the following items:
  - (a) A detailed statement of the efforts to negotiate with DBEs including name, address, and telephone numbers of DBEs who were contacted; a description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed; a detailed statement of the reasons why additional prospective agreements with DBEs, if needed to meet the stated goal, were not reached.
  - (b) A detailed statement of the efforts made to selected portions of the work proposed to be performed by DBEs in order to increase the likelihood of achieving the stated goal.
  - (c) As to each DBE contracted but which the bidder considers to be not qualified, a detailed statement of the reasons for the bidder conclusion.
  - (d) As to each DBE contacted which the bidder considers to be unavailable, an Unavailability Certificate (Schedule D) signed by the DBE; or a statement from the bidder that the DBE refused to give such written certification after reasonable request and a statement from the bidder of the reasons for the bidder's conclusion.
- (6) Efforts made by the Contractor to expand its search for DBEs beyond usual geographical boundaries to a reasonable area.  

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- (7) If the Contractor is a distributor or manufacturer where it can be shown that the opportunity for DBE participation does not exist in work under this contract efforts must include an exhaustive research into the DBEs potential in the roles of sub-supplier, transport, engineering, distribution, or any other roles contributing to production and delivery as specified in the contract.

Information must be submitted, in affidavit form, stating the reasons, based on research, why DBE's participation will not be practically impossible to the extent of this contract.

# BIDDERS LIST

In order to comply with 49 CFR Part 26, the DOT DBE rule. Bidders are required to complete the following information for **ALL** Contractors and Sub-contractors (including Sub-contractors contacted but not part of the Primes final proposal).

Name Address	DBE status (Y/N)	Age of firm	Annual gross receipts of firm(s) (Circle letter)
<b>Bidder:</b>			
_____	_____	___	(A) (B) (C) (D) (E)
_____			
_____			
<b>Subs:</b>			
_____	_____	___	(A) (B) (C) (D) (E)
_____			
_____			
_____	_____	___	(A) (B) (C) (D) (E)
_____			
_____			
_____	_____	___	(A) (B) (C) (D) (E)
_____			
_____			
_____	_____	___	(A) (B) (C) (D) (E)
_____			
_____			

Annual gross receipts legend: (A) less than \$500,000 (B) \$500,000 to \$1,000,000 (C) \$1,000,000 to \$5,000,000  
 (D) \$5,000,000 to \$100,000,000 (E) Over \$100,000,000

## PART 6

### INTRODUCTION

This is a Request for Proposal (RFP) by NEORide, a Council of Governments made up of four local Transit Authorities; METRO Regional Transit Authority (METRO), Stark Area Regional Transit Authority (SARTA), Portage Area Regional Transportation Authority (PARTA) and Laketran located in northeast Ohio. This RFP is being issued to obtain a proposal to implement a mobile fare collection (MFC) system to be used by the transit systems on a local and regional basis.

Each Transit Authority currently operate their own separate (non-mobile) fare collection system. METRO, SARTA and Laketran use Odyssey fareboxes from GFI Genfare, while PARTA uses Trapeze fareboxes.

As part of this RFP, NEORide is looking for a MFC system that will complement existing fare collection by adding a comprehensive, secured end-to-end mobile ticketing system as stated in the scope of services.

NEORide members believe that the benefits of MFC are significant and could be critical to each Transit Authority's ability to maintain current customers and grow ridership in the future.

## SCOPE OF SERVICE

NEORide is seeking a proposal from Bidders who have proven capabilities to develop, implement, support, operate and maintain a comprehensive and secured end-to-end Mobile Fare Collection (MFC) System via a mobile application-based system.

Please see section 3.3 for additional information on formatting and requested information to be in the proposal.

The Bidder as part of their proposal shall provide a time line on implementation. The time line should list any major milestones along with what requirements would be expected of the Transit Authorities as well as what the Bidder will be doing at each milestone.

Below are the minimum requirements for the Mobile Fare Collection System that uses a cloud-based solution. The Bidder shall present a detailed proposal that addresses each numbered item (if necessary the Bidder should repeat information for each numbered item listed even if it was answered previously). If a Bidder's proposed system doesn't provide a way to meet the numbered item, the Bidder should still address it. Not meeting all of the requirements should not hinder the bidder from submitting a proposal. The proposals will be reviewed based on their overall response to all of the items listed. For ease in reviewing the proposals please respond to each numbered item in the proposal in the same order as listed below (and reference the number). The list is not in any order of priority, all are important.

1. A NEORide specific branding with the ability to show each Transit Authority individual branding for the actual pass/ticket.
2. Visual validation with a clear active display that allows quick and easy boarding.
3. The ability for the Mobile App to work when not connected to the internet.
4. Describe user log in requirements. Provide information on personal identifiable information (PII) compliance.
5. Institute a robust and flexible platform to support single and multi-agency fare transactions (ticket types, prices, validity, expiration, history). With the user being able to select the fare media they would like to use for any given trip.
6. Support inter and intra system transfers (i.e. transfer between Transit Authorities) using standard verification information.
7. Ability by the individual Transit Authorities to modify existing and add future pass products, special event, single trip tickets or other type of tickets/passes.
8. A back-end system that can be used by each Transit Authority to administer their report and information.
  - a. Please provide the number of administrative license that can be provided and if there is a cost per license.
  - b. Describe how the licenses are counted. (by the number of individual users, concurrent users, etc)
9. A back-end/admin section that would allow a 3<sup>rd</sup> party to administer a group of users (i.e. a local college could authorize/de-authorize students based on registration) while not having access to the whole back-end system.

10. A back-end system that will provide accurate revenue management and accountability of all fare transactions at the Transit Authority level.
11. A quick payment process designed for repeat users. Including a payment system (Mobile and website) that is handled by vendor and accepts all major credit/debit cards. The system should also handle other payment options. (i.e. Checking/savings, PayPal, Apple Pay, etc) The payment system should be Certified PCI compliant solution. (provide documentation). Provide detail on how the funds are transferred to the Transit Authority.
12. Provide built-in feature so Mobile/Web user can view, e-mail and print receipt of any purchase without the Transit Authorities intervention.
13. Provide accurate and timely ridership and revenue data that can support detailed analysis and reporting of transit trends among riders.
14. A web portal for customer access and Administrator access.
15. Provide Push Notifications to the app. (i.e. if the system is down, route detours)
16. Ability to integrate with existing AVL systems to provide real time information and trip planning.
17. Mobile App should be usable on all major operating systems and a large variety of phone (not just the most recent models)
18. The use of one Mobile App that features all the Transit Authorities under this contract (including future members). (seamless/transparent use of the App between the Transit Authorities)
19. The use of Geofencing to provide an additional level functionality. (i.e. notification of stops that have been moved, detours, pop-up ads, etc)
20. Vendor will provide 24/7 customer support.
  - a. Provide detailed information on the cost, if any, if separate from any other cost.
21. A list of training to be provided to the Transit Authorities and details on on-going training.
22. Capability to add additional Transit Authorities for future growth.

#### Optional/Future features:

These items are not required for the base proposal but will be given bonus “review” points if the Bidder proposed system includes as part of the base system and is available now but can be added in the future. Any optional items that requires equipment or extra cost should be a “stand alone” option so that each NEORide member can implement the option as they are able to and should not affect the base system.

1. Integration for the payment of other systems (parking, bike rental, car rental, etc) with the same app.
2. NTD compliant and customizable reporting
3. The use of a physical validation. (i.e. tags, NFC, QR codes readers, etc)

Ultimately, NEORide would like to implement a MFC system that provides mobile-fare payments but is robust enough to provide a one stop mobile application that provides the customer a positive experience so that using public transportation is the customer’s first choice by providing them information that makes the trip work for them.

## COST

The Bidder shall provide a detailed description on how their pricing model works for their product.

The breakdown of cost should include all initial startup costs, any annual fixed cost, any per-transaction cost, etc. Show the cost per year for five years. There should only be one rate for any fee/cost. The fee/cost should not be broken down by member agency.

This is only a very basic example. The Bidder may develop their own cost proposal presentation based on their pricing method.

Year	2019	2020	2021	2022	2023
Startup cost	\$500	\$0	\$0	\$0	\$0
Maintenance (annual)	\$100	\$110	\$115	\$120	\$125
Per-transaction cost	\$0.25	\$0.25	\$0.25	\$0.25	\$0.30

In addition to the cost for the current NEORide members. The Bidder should include a cost to add additional members. (Setup fee) Once a new member is added they will have the same “yearly” cost as the original members based on the current rate.

If the Bidder can offer discounts as additional members are added or if there is a per-transaction fee that can be reduced based on additional volume this should be addressed in the cost section.

## ADDITIONAL INFORMATION

All data that is generated by the use of the MFC system will be the sole property of NEORide and its members. The Bidder can not use or distribute the information collected to any third parties without the written consent of NEORide.

When responding to the RFP keep in mind that the Bidder as part of their proposal can provide any and all ideas that will show how their system can address the base requirements. The Bidder may provide additional features in their proposal that are not included in the scope of service.

PART 7

# Background Information on NEORide Members



Exhibit - 1  
METRO Background

METRO provides fixed-route, commuter service, call-a-bus, SCAT and ADA bus services to residents and visitors of Summit county.

The following information highlights METRO's bus operations:

- Service area:
  - 419 square miles
  - Population is 541,847
  - METRO's commuter service provides trips to downtown Cleveland (with connections to GCRTA).
- Bus Terminals:
  - RKP Transit Center
  - Rolling Acres Transfer Center
  - Independence Turnaround
  - James Fisher Park n' Ride lot
  - Creekside Park n' Ride lot
- Total Active Fleet:
  - 144 fixed-route buses.
  - 93 paratransit buses
- Ridership information:
  - Fixed-Route (annual)
    - Passengers trips: 4.9 million
    - Vehicle miles: 4.0 million
    - Vehicle hours: 316 thousand
  - Demand Response (annual)
    - Passengers trips: 286 thousand
    - Vehicle miles: 1.6 million
    - Vehicle hours: 118 thousand
- Financial information:
  - Fixed-Route (annual)
    - Operating expense: \$41.5 million
    - Capital expenditure: \$11.4 million
  - Demand Response (annual)
    - Operating expense: \$6.0 million
    - Capital expenditure: \$3.2 million

Exhibit – 2  
SARTA Background

SARTA provides fixed-route, commuter service, dial-a-ride and ADA bus services to residents and visitors of Stark county.

The following information highlights SARTA’s bus operations:

- Service area:
  - 567 square miles.
  - Population is 375,000
  - SARTA commuter service provides trips to downtown Akron (with connections to METRO) and trips to Cleveland (with connections to GCRTA).
- Bus Terminals:
  - Phyllis Beyers Alliance Transit Center
  - Belden Village Transit Center
  - Cornerstone Transit Center
  - Massillon Transit Center
- Total Active Fleet:
  - 39 fixed-route buses.
  - 52 paratransit buses
- Ridership information:
  - Fixed-Route (annual)
    - Passengers trips: 2.5 million
    - Vehicle miles: 2.2 million
    - Vehicle hours: 135 thousand
  - Demand Response (annual)
    - Passengers trips: 138 thousand
    - Vehicle miles: 1.2 million
    - Vehicle hours: 70 thousand
- Financial information:
  - Fixed-Route (annual)
    - Operating expense: \$11.3 million
    - Capital expenditure: \$3.0 million
  - Demand Response (annual)
    - Operating expense: \$5.8 million
    - Capital expenditure: \$1.6 million

Exhibit – 3  
PARTA Background

PARTA provides fixed-route, commuter service, dial-a-ride and ADA bus services to residents and visitors of Portage county.

The following information highlights PARTA’s bus operations:

- Service area:
  - 492 square miles.
  - Population is 155,000
  - PARTA commuter service provides trips to downtown Akron (with connections to METRO) and trips to Cleveland (with connections to GCRTA).
- Bus Terminals:
  - 348 Space Parking Garage equipped with SkiDATA’s parking and revenue collection system.
- Total Active Fleet:
  - 23 fixed-route buses.
  - 51 paratransit buses
- Ridership information:
  - Fixed-Route (annual)
    - Passengers trips: 1.4 million
    - Vehicle miles: 898 thousand
    - Vehicle hours: 66 thousand
  - Demand Response (annual)
    - Passengers trips: 112 thousand
    - Vehicle miles: 762 thousand
    - Vehicle hours: 40 thousand
- Financial information:
  - Fixed-Route (annual)
    - Operating expense: \$4.5 million
    - Capital expenditure: \$8.1 million
  - Demand Response (annual)
    - Operating expense: \$3.8 million
    - Capital expenditure: \$0.5 million

Exhibit – 4  
Laketran Background

Laketran provides fixed-route, commuter service, dial-a-ride and ADA bus services to residents and visitors of Lake county.

The following information highlights Laketran’s bus operations:

- Service area:
  - 228 square miles.
  - Population is 230,000
  - Commuter Express service provides trips to downtown Cleveland (with connections to GCRTA bus and rapid lines).
  - In-county fixed route system provides service within Lake County with heavily used transfers between LAKETRAN & GCRTA fixed routes.
  - County-wide public demand response service, also serving portions of Cuyahoga County.
  
- Bus Terminals:
  - Judy Cunningham Painesville Transfer Center
  - Madison Park-n-Ride
  - Mentor Park-n-Ride
  - Eastlake Stadium Transit Center and Park-n-Ride
  - Wickliffe Park-n-Ride
  - Laketran Headquarters Painesville Park-n-Ride
  
- Total Active Fleet:
  - 38 fixed-route buses.
  - 85 paratransit buses
  
- Ridership information:
  - Fixed-Route (annual)
    - Passengers trips: 502 thousand
    - Vehicle miles: 778 thousand
    - Vehicle hours: 44 thousand
  - Demand Response (annual)
    - Passengers trips: 183 thousand
    - Vehicle miles: 1.6 million
    - Vehicle hours: 86 thousand
  
- Financial information:
  - Fixed-Route (annual)
    - Operating expense: \$4.3 million

- Capital expenditure: \$1.2 million
- Demand Response (annual)
  - Operating expense: \$7.8 million
  - Capital expenditure: \$2.0 million