Friday, August 9, 2013

TO: Prospective Proposers

RE: Interior Bus Cleaning Consultation
    Small Purchase #11301470

The Greater Cleveland Regional Transit Authority (GCRTA) is seeking the services of a consultant to provide the services as described in Enclosure 1, Scope of Services. Proposals will be evaluated upon the criteria shown in Enclosure 2, Criteria for Proposal Evaluation. Prior to awarding a contract, the selected vendor shall provide certificates of insurance as requested in Enclosure 3, Insurance Requirements. In addition, a “sample contract” has been included for your review. Please review the contract. If your organization takes exception to any of the terms and conditions, please make this known within your original proposal. Finally please complete the attached Required Submittals (Attachment A, C, D, F, G and J).

Electronic (PDF) proposals are the preferred method of submittal and can be emailed to sbecker@gcrta.org prior to the deadline. If unable to submit electronically, One (1) original and six (6) copies, for a total of seven (7) sets, of the proposal documents shall be submitted. Sealed Proposals for this procurement will be received until the deadline at the location noted below.

The Greater Cleveland Regional Transit Authority
Procurement Department – 5th Floor
1240 West Sixth Street
Cleveland, Ohio 44113-1331
Attn: Shawn Becker, Contract Administrator
RE: Interior Bus Cleaning Consultation

The deadline for proposals is 11:00 a.m., Official Time, Monday, August 26, 2013. Proposals received after the designated time or at any other than the designated location or email will not be accepted. All communications regarding this procurement shall be directed to Shawn Becker, Contract Administrator (216) 771-4736, at the address of the Procurement Department noted above or at sbecker@gcrta.org. The deadline for questions/clarifications is at the close of business on Thursday August 15, 2013.

We look forward to receiving your proposal.

Sincerely,

Shawn Becker
Contract Administrator
Introduction & Background

The Greater Cleveland Regional Transit Authority ("GCRTA" or "the Authority") is a political subdivision of the state of Ohio that provides public transportation for the Greater Cleveland area, including Cuyahoga County. Multiple modes of transportation service (bus, paratransit, downtown trolleys, bus rapid transit (BRT), and both heavy and light rail) are provided. The Authority’s service stretches approximately 458 square miles throughout 59 municipalities and services 1.3 million people.

GCRTA currently cleans on average 13% of the bus fleet per day, with each bus taking about 2.5 hours to clean. These type of cleans occur at the two main bus garages: Triskett and Hayden. There are time and equipment restraints that affect the quality of cleanliness of the vehicles. A “Mobile Clean Team” currently conducts cleanings at a main bus stop location and will soon be equipped with a vehicle allowing them to travel to multiple locations to clean buses. These “Mobile” cleans are less intensive, taking an average of 5-10 minutes, depending on the layover time of each bus.

The Authority’s goal is to increase the number of bus cleans per day and to reduce the time spent on cleans without sacrificing cleanliness. With a refined time standard while cleaning buses, it will allow GCRTA to have an increased number of bus cleans per day, which in return will affect the quality and perception of ridership.

Thus far, GCRTA has implemented a new time standard, new Standard Operating Procedure (S.O.P.), and new equipment. GCRTA is seeking services to review RTA’s current processes and further improve on quality, training, culture, and equipment usage.
Scope of Services

The Greater Cleveland Regional Transit Authority is seeking a bus cleaning program and workforce training from vendors with experience in cleaning consultation, cleaning training, and development of cleaning programs. GCRTA desires services from a vendor with demonstrated experience, ideally public transit.

This project will consist of multiple milestones/expectations:

Site Visit
- Visit both bus districts (Hayden and Triskett) and Mobile Clean Team vicinity
- Assess Hayden facility
- Assess Triskett facility
- Assess Mobile Clean Team
- Analyze equipment, supplies, quality, time, supervision
- Provide management team with summary, review, and recommendations

S.O.P. Review
- Update/create S.O.P. for each district
- Update/create S.O.P. for Mobile Clean Team
- Overall review regarding S.O.P. with management team

Training Action Plan
- Train the trainer
- Advise on training program for employees
- Training videos – (can be sent to GCRTA at a later date)
  - Two videos (one for regular cleaning, one for Mobile Clean Team)
  - Minimum of 10 minutes per video

Submitted proposals must include a project schedule. This project schedule does not need to be in order of the milestones/expectations listed above. However, all milestones/expectations must be met. Milestones/expectations are listed as a minimum, the vendor may provide what they feel is needed for this project to be successful. The selected vendor will have a maximum of two weeks from Notice-to-Proceed to complete this project unless there is justification for extended time. Training videos can be sent to GCRTA within two weeks of project completion. Proposals will be evaluated by a panel of GCRTA employees based on the evaluation criteria provided here within.

RTA reserves the right to engage in this project. All new procedures evolving from this project will need the approval of RTA before it is shared with other organizations.
CRITERIA FOR PROPOSAL EVALUATION
Interior Bus Clean Consultation

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

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

Award will also be contingent on acceptance of the Authority’s Contract for Services and compliance with Affirmative Action and other required assurances.

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

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

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<th>CRITERIA</th>
<th>WEIGHT</th>
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<tr>
<td>1. Completeness of proposal – Proposer’s ability to show understanding of, and comply with, GCRTA’s requirements, quality of proposed process used to assess current procedures and to develop or recommend changes.</td>
<td>35%</td>
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<td>2. Cost – Overall cost, cost proposals must include travel and expenses, if applicable. A total not-to-exceed amount must be established.</td>
<td>25%</td>
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<td>3. Training – The ability to assess our training needs, provide the proper training program for the project, and remove redundancies.</td>
<td>15%</td>
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<td>4. Video Production – Demonstrates ability to produce two videos (minimum of 10 minutes per video) specific to our organization, resources, and staff.</td>
<td>15%</td>
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<td>5. Vendor Experience – Includes company profile (size, staffing, references) and experience, especially with the public sector.</td>
<td>10%</td>
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<tr>
<td>TOTAL</td>
<td>100%</td>
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Enclosure #3

INSURANCE
Interior Bus Clean Consultation

The Contractor shall obtain and maintain for the life of this contract the following minimum insurance coverage. The contractor shall also be responsible for assuring that each of its subcontractors and anyone employed directly or indirectly by any contractor or subcontractor provide adequate insurance for the work performed or products supplied by it.

a. Commercial General Liability Insurance in the amount of $2,000,000 combined single limit each occurrence for bodily injury and or property damage. Policy to include:
   - Contractual liability coverage insuring the “hold harmless” provision.
   - Said policy shall be written on an “occurrence” basis.
   - Owner will accept any combination of primary CGL and Excess or Umbrella policies to meet the minimum coverage requirements above.

b. Automobile Liability Insurance in the amount of $1,000,000.00 combined single limit each accident for bodily injury and/or property damage. Said policy shall apply to all owned, leased, hired and non-owned vehicles used in connection with the work.

c. Statutory Workers' Compensation coverage in compliance with all applicable state workers’ compensation laws to cover all employees furnishing labor under the terms of this contract and under the control of the Contractor. Employers’ Liability coverage in the amount of $1,000,000 per accident / $1,000,000 per employee for disease will also be included, either under the Workers' Compensation policy or under the Commercial General Liability policy (Stop Gap) referenced under a. above. In Ohio, a copy of a certificate of premium payment from the Industrial commission and Bureau of Workers Compensation, or a copy of the Certificate of Employer's Right to Pay Compensation Directly.

d. If the Contract involves the provision of any professional services to GCRTA (e.g. design, professional consulting, analysis): Professional Liability / Errors & Omissions Insurance in the amount of $2 million per claim. The definition of wrongful acts must be applicable to the work performed hereunder. As this insurance is written on a claims-made basis, the policy must be maintained for a minimum of two years following completion of the work. To the extent that any subcontractor will perform services of a personal or professional nature, Contractor agrees to assure that these same insurance requirements will be imposed upon subcontractors, in amounts
agreed upon between the Contractor and GCRTA prior to retaining the subcontractor.

e. If the Contract involves work within 50 feet of the GCRTA (or any other Railroad) tracks: Railroad Protective Liability insurance naming GCRTA (or the other railroad, as applicable) as an insured and having limits of no less than $2 million per occurrence and $6 million in the aggregate to cover bodily injury liability, property damage liability and physical damage to property.

f. With written permission from the GCRTA Contract Administrator ONLY: Alternative to Railroad Protective Insurance: In many instances, it is possible for an organization to address this exposure by an endorsement to its commercial general liability policy if it is not in the construction business per se or if it does not customarily work in proximity of a railroad right-of-way. The applicable endorsement is CG 24 17 – Contractual Liability – Railroads. A copy of the endorsement must be attached to the required Certificate of Insurance.

General Requirements: The contractor shall not commence work herein until it has obtained the required insurance and has received written approval of such insurance by the Authority. It shall furnish evidence of such insurance in the form of a certificate (Accord or similar form). The certificate shall provide the following:

- In the event the insurance should be changed or cancelled, such change or cancellation shall not be effective until 15 days after the Authority has received written notice of such change or cancellation from the Contractor. Such notice shall be mailed by certified mail, return receipt requested, to the Authority in care of the Director of Procurement.

- Name the Authority as an additional insured for all liability coverage under a. and b. above for claims arising out of operations in conjunction with the contract.

- Contain a waiver of subrogation in favor of the Authority.

- Specify that the insurance is primary and non-contributory as respects any insurance or self-insurance programs maintained by GCRTA.

- Specific reference to the subject contract.

- Specific reference to all deductibles & Self-Insured Retentions (SIR).

- An insurance company having less than an A-X rating by The A. M. Best Company will not be considered acceptable. All certificates are subject to acceptance by the Authority. The Authority shall be entitled to receive a full copy of the insurance policy(ies) upon request and reserves the right to review financial statements and approve any deductibles or SIR.
g. Approval by the Authority: Approval of the insurance by the Authority shall not relieve or decrease the liability of the contractor hereunder. It is to be understood that the Authority does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect the Contractor’s interests or liabilities.

h. In the event the Contractor neglects, refuses or fails to provide the insurance required under the contract documents, or as such insurance is cancelled for any reason, the owner shall have right but not the duty to procure the same, and costs thereof shall be deducted from monies then due or thereafter to become due to the Contractor.

Copies of policies or certificates evidencing the above coverage as may be required shall be provided to the Authority prior to the commencement of work or services.
SAMPLE FOR REFERENCE ONLY

CONTRACT BETWEEN
THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY AND
“__________________________________” FOR

“________________________________”

THIS AGREEMENT, entered into as of this ________ day of ____________, _________, by and between the Greater Cleveland Regional Transit Authority (hereinafter the "Authority" or "GCRTA"), having an Office located at 1240 W. 6th St., Cleveland, Ohio 4413 and __________________________________ (hereinafter the "Contractor") whose business address is __________________________________________.

WITNESSETH: THAT

WHEREAS, the Authority desires to contract with the Contractor to render certain product and services as hereinafter described in Enclosure A, attached hereto and incorporated herein.

WHEREAS, the Contractor is willing to provide such product and services on the basis of compensation set forth in Enclosure B, attached hereto and incorporated herein.

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

1. Contract with Contractor. The Authority hereby agrees to engage the Contractor and the Contractor agrees to provide the product and services hereinafter set forth in conformity with all applicable Federal, State, and Local laws to which the Authority and the Contractor and their respective employees are subject.

2. Scope of Services.

   a) The Contractor shall do, perform, and carry out in a satisfactory, proper, and timely manner the rendering of product and services (hereinafter called the "Services") set forth in the attached Scope of Services (Enclosure A attached hereto), Compensation Schedule (Enclosure B), and Insurance Requirements (Enclosure C attached hereto), all of which are attached hereto and incorporated herein by this reference.

   b) The Contractor shall report not less than monthly, if requested, the progress of the Services. The Contractor shall, at the request of the Authority, be available to report to the Authority's staff, Board of Trustees, or any committee thereof, progress reports, recommendations and any other information prepared, developed, obtained or related to the Services or the subject matter thereof.

   c) It is specifically understood and agreed that time is of the essence and goes to the heart of this contract and each and every element thereof; a breach of the time of performance is a breach of this Contract.

   d) The Contractor shall perform its Services under the direction of the Authority's "_____ Director_____" - or his/her designee, to whom it shall address all reports and submittals.
3. **Data to be Furnished to Contractor.** The Authority shall provide the Contractor with such access to its records, files, facilities, and personnel as may be reasonably necessary for the performance of the Services.

4. **Personnel.**

   a) The Contractor shall utilize personnel suitable and appropriate to the subject matter of the Contract and the specific portion of the Services involved. Personnel so employed shall be considered employees of the Contractor; under no circumstances shall any such personnel be considered employees of the Authority or as having any contractual relationship therewith.

   b) None of the Services hereunder shall be subcontracted without the prior written consent of the Authority. In each instance, the Authority must approve any subcontractor and its contract with the Contractor; absent such approval, the Authority shall not compensate Contractor for Services performed by a subcontractor.

   c) Contractor represents and warrants that neither it nor its personnel to be employed hereunder are under obligation to any other individual, firm, or other entity, which would conflict with or impair their ability to fully perform their services and other obligations hereunder. Contractor further represents and warrants that, if it or any of its personnel to be employed hereunder possess trade secrets or other confidential information of any other individual, firm or other entity under obligation of non-disclosure, they shall perform their services and other obligations hereunder in full compliance with the terms of such obligation.

5. **Time of Performance.** The term of this contract shall be identified in the Notice To Proceed. Any extension of this Contract or Services performed after the end of such term may be authorized in writing only by the General Manager of the Authority.

6. **Compensation and Method of Payment.**

   a) The Authority agrees to pay the Contractor an amount not to exceed ___________________ & 00/100 dollars ($ ___________________ .00) as full compensation for performance of the contract, on the basis set forth in Enclosure B hereto. The Authority is exempt from all State, excise, and transportation taxes, except the State of Ohio gasoline tax. All prices and rates hereunder shall be exclusive of all such taxes and shall be so construed. All other taxes and governmental impositions upon the product and services, labor and material furnished hereunder shall be paid by the Contractor.

   b) Payments hereunder will only be made upon invoices properly submitted in accordance with this Contract. Invoices shall be submitted monthly for Services performed or costs incurred during the preceding month.

   c) Each invoice submitted shall identify the purchase order issued for this contract. Each invoice shall be supported by a statement of services rendered by the Contractor, identifying the specific services performed, the time involved, the classification of the individual or group performing the Services, and the rate associated therewith.

   d) Final payment shall be made by the Authority only upon satisfactory completion of each and every obligation of the Contractor hereunder and the submittal of all necessary and appropriate documentation required hereunder.
e) Payments will generally be made within thirty (30) days following approval of the invoice. Such approval or payment shall not constitute acceptance or approval of the product and/or services invoiced. Late payments shall accrue no interest.

f) Payment will only be made for goods and services accepted. For goods and services accepted which acceptance is later revoked prior to payment, the payment will be withheld until defects in the nonconforming goods or services are cured and accepted. In the case of serial deliveries and serial invoicing, GCRTA reserves the right to deduct overpayments from current invoice amounts.

g) The Contractor agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than ten (10) calendar days from receipt of each payment the prime receives from the Authority. The Contractor agrees further to release retainage payments (if applicable) to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the referenced time frame may occur only for good cause following written approval from the Contracting Officer.

(h) Where a contractor is found by the Authority to have failed to comply with the requirements of the DBE Program, of the prompt payment provisions of this contract, the contractor will be required to take corrective action. If corrective action is not promptly taken by the offending contractor, the following sanctions may be imposed (singly, in any combination, and in addition to any other remedies by law or equity):

1. The Authority may withhold all further payments under the contract.
2. The contractor may be ordered to stop work.
3. The contractor may be terminated for breach.
4. Suspension or debarment proceedings may be commenced in accordance with 49 CFR, Part 29.
5. The Director of Procurement may find the defaulting contractor non-responsible in respect to other solicitations for a stated period of time.
6. Any relevant performance bond(s) may be enforced.

7. Limitation of Costs. The parties agree that the services hereunder, as presently contemplated, will not cost the Authority more than the amount specified in Paragraph 6(a) above. The Contractor shall notify the Authority in writing whenever the total billings reach eighty-five percent (85%) of the total estimated costs; or the total cost for the performance of this contract, exclusive of any fee, will be either greater or substantially less than had been previously estimated. As part of the notification, the Contractor shall provide the Authority with a revised estimate of the total cost of performing this contract.

8. Indemnification and Insurance.

a) To the fullest extent permitted by law, the Contractor shall, at its sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the Authority and its agents, representatives, and employees from and against all claims, actions, judgments, costs, penalties, liabilities, damages, losses and expenses, including but not limited to attorney's fees and worker's compensation benefits arising out of or resulting from the performance of this contract, providing that any such claim, action, judgment, cost, penalty, liability, damage, loss or expense is caused in whole or in part by the negligence or professional errors or omission of the Contractor or any person or entity directly or indirectly employed by it. Such obligation shall not be construed to negate, abridge, or otherwise diminish any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.
b) The Contractor shall obtain at its own expense the insurance specified in Enclosure C hereto, and shall maintain said insurance in full force and effect at all times during the term of this Contract, including any extensions thereof.

c) The Contractor shall comply in all respects with the State law known as the Workers Compensation Act, and shall pay into the State Insurance Fund necessary premiums required to cover all employees furnishing labor under this Contract and under control of the Contractor. The Contractor shall relieve the Authority from any costs due to accidents or other liabilities under this Act.

d) The Contractor shall not commence performance hereunder until it has obtained all required insurances and furnished satisfactory evidence thereof to the Authority. Contractor shall provide the Authority's Director of Procurement with no less than fifteen (15) days written notice prior to any cancellation or alteration of such policy or coverage. All such policies shall be obtained from companies duly licensed to provide such insurance in the State of Ohio, and having a A-X or better policy holders rating by the A.M. Best and Company, Incorporated.

e) Approval of such insurance by the Authority shall not relieve or decrease the liability of the Contractor hereunder. The Authority does not in any manner represent that the coverages or limits provided hereunder are sufficient or adequate to protect the Contractor's interests or liabilities.

9. Notice to Proceed. The Authority shall furnish the Contractor with written direction to commence performance hereunder entitled "Notice to Proceed" within ten (10) days after receipt of the required evidence of insurance and such other documentation as the Contractor may be required to provide prior to commencement of performance. The Authority shall not be responsible for any services performed or costs incurred prior to issuance of such Notice to Proceed.

10. Contract Changes. The Contract shall not be amended or modified except by written agreement of the parties.

11. Termination.

 a) Should the Contractor through negligent action or inaction fail to perform its Services hereunder in accordance with accepted professional standards or in any manner imperil the Authority's right and ability to successfully pursue the subject matter of this Contract through negligent action or actions, or breach any duty hereunder, and fail to remedy such failure or breach in a timely manner as directed by the Authority, the Authority may terminate this Contract and hold the Contractor responsible for any and all costs and liabilities arising as a direct or proximate result of such failure.

 b) The performance of the services hereunder may be terminated in whole or, from the time, in part by the Authority whenever the Authority determines it is in the best interest of the Authority to do so. Such termination shall be written notice to the Contractor specifying the extent and the effective date of the termination.

 c) Any damages assessed to the Contractor as a result of termination pursuant to Paragraph 11(a) above, or any claim by the Contractor for costs resulting from a termination pursuant to Paragraph 11(b) above will be computed and allowed in accordance with federal regulations in effect at the time of termination.
12. **Confidentiality.** The Contractor shall hold as confidential all information and data transmitted to it by, through or on behalf of the Authority, and shall not disclose such information or data in whole or in part to any third party except as may be specifically directed or approved by the Authority’s General Manager or his designee.

13. **Prohibited Interests.** No officer, member, or employee of the GCRTA and no members of its governing body, and no other public official or employee of the governing body of the locality or localities included within the Authority, during his or her tenure, shall have any interest, direct or indirect, in this RFP, any contract negotiated subsequently, or the proceeds thereof. Furthermore, no member of or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising therefrom.

14. **Covenant Against Contingent Fees and Gratuities.** The Contractor warrants that no person or selling agencies has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission or bonafide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Authority shall have the right to annul this Contract without liability or at its discretion, to deduct from the Contract price, or otherwise recover the full amount or such commission, percentage, brokerage, or contingent fees. Contractor further warrants that it, its agent, and/or its subcontractor, have not and will not accept a gratuity in relation to this agreement.

15. **Restrictions on Lobbying.** This contract is subject to the provisions of Section 319, Public Law 101-121 (31 U.S.C.) 1352.

16. **Debarment & Suspension.** For any transaction of $25,000 and above, Contractor must disclose to GCRTA any debarment and/or suspension.

17. **Assignment.** The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or its right, title, or interest in or to the same or any part thereof without prior written consent of the Authority endorsed thereon or attached thereto.

18. **Social Security Act.** The Contractor shall be and remain an independent Contractor with respect to all Services performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions, or annuities now hereafter imposed under any State or federal law which are measured by the wages, salaries or other remuneration paid to persons employed by the Contractor for work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are not or hereafter may be issued or promulgated under said respective laws by all duly authorized State or federal law officials, and said Contractor agrees to indemnify and save harmless the Authority from any such contributions or taxes or liability therefore.

19. **Federal Assistance.** The Services under this contract may be supported in part by Federal assistance under grants made by the Department of Federal Transit Administration, pursuant to the Urban Mass Transportation Act of 1984 and amendments (49 U.S.C. et seq.) and Surface Transportation Assistance Acts of 1982 and 1987, as amended. When so funded, this Contract shall be subject to all rules and regulations promulgated pursuant thereto.

Contractor and GCRTA 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 of 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 GCRTA, the Contractor or any other party pertaining to any matter resulting from the underlying Contract;
Contractor further agrees to include this clause, without modification, in any subcontract issued hereunder.

20. **Non-Discrimination.** Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability in accordance with the following Federal Statutes and regulations, and any other implementing regulations issued pursuant to the: Civil Rights Act as amended, Titles VI (42 U.S.C. 2000d) and VII (42 U.S.C. 2000e); Age Discrimination Act of 1975, as amended (42 U.S.C. 6102); Age Discrimination in Employment Act of 1967 as amended, (29 U.S.C. 623); Americans with Disabilities Act of 1990, as amended, (42 U.S.C. 12132 and 42 U.S.C. Sec. 12112) and implementing regulations (29 C.F.R. Part 1630), Federal transit law (49 U.S.C. 5332); Executive Order 11246, as amended by Executive Order 11375 (42 U.S.C. 2000e note) and implementing regulations (41 C.F.R. Parts 60 et seq.). Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by the Federal Transit Administration.

21. **Wage and Hour.** All contractors and subcontractors must compute wages based on a standard workweek of 40 hours. Work in excess of 40 hours must be paid at a rate not less than one and one-half times the basic rate of pay. Compliance with 40 USC Sec. 3702, 29 C.F.R Part 5, and 40 USC Sec 3701(B)(3)(A)(iii) is required of all contractors and subcontractors.

22. **Program Fraud and False or Fraudulent Statements or Related Acts.** Contractor agrees that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Sec 3801 et seq. and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. Part 31 apply to its actions and those of its subcontractor(s) pertaining to this Contract; Contractor further agrees to include this clause without modification, in any subcontract issued hereunder.

23. **Audits and Inspection.** The Contractor shall maintain books, records, documents, and other evidence directly pertinent to the performance of the Work under this Contract in accordance with generally accepted accounting principles and practices consistently applied and Federal Acquisition Regulations, Parts and 31. The Contractor shall also maintain the financial information and data used by it in the preparation or support of the cost submissions required for this Contract, or any change order or claim, and a copy of the cost summary submitted to the Authority. The Authority, the U.S. government, and the State government or their authorized representative shall have access, at all times during normal business hours, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Contractor will provide facilities or such access and inspection. The rights granted the Authority and the government under this provision shall remain in full force and effect for three (3) years after termination of this Contract for whatever reasons, and shall extend to any subcontractors performing work valued in excess of ten thousand & 00/100 dollars ($10,000.00).

24. **Approval of Contract.** This contract is subject to the written approval of the General Manager of the Authority and shall not be binding until so approved.

25. **Integrated Agreement.** This Contract, including the attachments referenced herein, constitutes the entire agreement of the parties. No prior agreements or understandings, or oral modifications or representations are enforceable hereunder unless reduced to written form, signed by both parties, and incorporated herein by amendment prior to performance of the affected Services.

26. **Governing Law.** This Contract shall be governed by and interpreted pursuant to the laws of the United States and of the State of Ohio, as appropriate, notwithstanding any provisions of such laws relating to jurisdiction. Should any part or parts of this Contract be held
unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder thereof and the balance of this Contract shall remain in full force and effect.

27. **Warranties.** Seller warrants that for a period of one (1) year (or for such longer period prescribed by the specifications) following acceptance of goods and services delivered hereunder, the goods and services are free of defects in materials and workmanship and further warrants that such goods and service are suited for the purposes intended and are of merchantable quality. Seller further warrants that it holds good and marketable title in the goods delivered, and that such goods are free of all liens, security interests or other encumbrances. Seller agrees that in the event the goods or services are not as warranted, it will promptly cure defect at its sole cost and expense. Seller further warrants that, to the extent products furnished hereunder involve electronic data processing hardware or software such hardware or software shall be able to process dates, utilizing a four-digit year format, between the twentieth and twenty-first centuries, and between the years 1999 and 2000, and all leap year data, without human intervention. Seller further agrees to indemnify GCRTA for all costs and damages, both incidental and consequential, resulting from the delivery of good sand services, which fail to meet the aforesaid warranties. It is agreed that the goods and services provided hereunder are regarded as consumer goods and services.

28. **Recycled Products/Energy Conservation.** Contractor agrees to comply with the requirements of Section 6002 of the Resource Conservation and Recovery Act, 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 subject matter of this Contract. Seller further agrees to comply with applicable mandatory energy efficiency standards and policies of applicable state energy conservation plans issued in accordance with 42 USC Sections 6321 et seq.

29. **Clean Air Act and Clean Water Act.** Where the price of this procurement exceeds one hundred thousand dollars ($100,000.00), Contractor agrees to comply with the requirements of the *Clean Water Act* and the *Clean Air Act*, 33 U.S.C. 1251 et seq. and 42 U.S.C. 7401 seq., respectively. Contractor agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any implementation activity of a subcontractor or itself to FTA and the appropriate U.S. EPA Regional Office.

30. **Hazardous Materials.** Where the goods or services procured involve the use or storage of hazardous materials on RTA premises in Cleveland, Contractor agrees to meet the requirements of Cleveland Codified Ordinance Section 394. Contractor shall:

   Label the containers of hazardous or toxic substances that it delivers in accordance with the requirements of Federal and State4.06 (A).

   Provide labels and placards for use by GCRTA when deliveries are made in bulk and are to be stored by GCRTA in stationary containers pursuant to C.O.C. Section 394.06(B).

   Provide the hazard warnings applicable to the delivered goods that are required C.O.C., Section 394.06(d).

   Provide all material safety data sheets required C.O.C., Section 394.09.

31. **Environmental Indemnity.** Contractor agrees for itself, its officers, employees and agents that it will hold harmless, indemnify and defend GCRTA, its Board, Officers, and employees from and against all claims, demands, findings, judgments, orders, or actions arising out of or in any way connected with the services provided to GCRTA under this contract, including without limitation, all activities associated with the loading, transport, unloading and disposal of any and all substances under the purview of any law, rule, order or ordinance, promulgated for the protection of the environment such as and without limiting the foregoing,
CERCLA, SARA, RCRA, TSCA, SDNA, Clean Air Act, Clean Water Act, Right to Know Laws, and the state equivalents of each of the foregoing. Contractor further agrees that the defense guaranteed hereby shall be provided by a lawyer or firm or firms selected by GCRTA.

32. Notification of Proceedings. The GCRTA will give the Contractor prompt notice in writing of the institution of any suit or proceeding and permit the Contractor to defend same and will give all needed information, assistance, and authority to enable the Contractor to do so. The Contractor will similarly give the GCRTA immediate notice of any suit or action filed or prompt notice of any claims made against the Contractor arising out of the performance of this contract. The Contractor shall furnish immediately to the GCRTA copies of all pertinent papers received by the Contractor.

33. Safety Belt Use. Pursuant to Federal Executive Order No. 13043, Contractor is encouraged to adopt and promote on-the-job seat belt use for its employees and other personnel operating vehicles involved in the project.

34. Buy America. For contracts over one hundred thousand dollars ($100,000.00), Contractors must comply with “Buy America Requirements.” 49 CFR Part 661.

35. Compliance with Laws and Regulations. All materials and supplies furnished pursuant to the specifications shall be in compliance with the laws and regulations of the State of Ohio. Contractor shall, if requested by the GCRTA, supply certification and evidence of such compliance. The contract shall be construed pursuant to the laws of the State of Ohio.

36. Reporting of Fraudulent/Improper Acts. If Contractor suspects or has knowledge of unethical, improper and/or fraudulent acts by GCRTA personnel, including but not limited to conflicts of interest, bribery, fraud, waste, abuse, extortion, and kickbacks, the Contractor shall contact the GCRTA Executive Director of Internal Audit on the GCRTA Fraud Hotline (216-781-4080).

37. Documents and Records (Paper and Electronic). Documents and records, including electronic records, created and maintained by the Contractor under this Contract may be subject to the Ohio Public Records Act, Ohio Rev. Code § 149.43 et seq. The Contractor shall maintain all documents and records related to this Contract, including electronic records, in accordance with GCRTA’s records retention policy and schedule. Under that policy, contracts are retained for fifteen (15) years. Prior to destruction of any documents or records related to this Contract, the Contractor shall comply with the provisions of GCRTA’s records retention policy relating to destruction of records.

   To the extent that the Contractor becomes aware of actual or potential litigation related to this Contract, the Contractor shall immediately notify the Authority’s Deputy General Manager for Legal Affairs. The Contractor shall preserve any and all records, including electronic records, created or maintained under this contract until advised by the GCRTA’s Legal Department, in writing, that they are no longer needed. Any suspension issued under this paragraph shall supersede any previously or subsequently established destruction schedule for such records.

38. Required Provisions Deemed Inserted. Each and every clause required by Federal or State statute or regulation to be inserted into this Contract is deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or it not correctly inserted, then upon the application of either party the Agreement shall forthwith be amended to make such insertion or correction.
IN WITNESS WHEREOF, The Contractor and the Authority have executed this Contract at Cleveland, Ohio, as of the date first written above:

ATTEST: 

__________________________________
CONTRACTOR

__________________________________
Authorized Signature

__________________________________
Title

ATTEST: 

__________________________________
GREATER CLEVELAND REGIONAL
TRANSIT AUTHORITY

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

APPROVED AS TO LEGAL FORM:

By ________________________________
Sheryl King Benford, General Counsel
Deputy General Manager for Legal Affairs
ATTACHMENT A

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

The GCRTA Office of Small Business and Employment Opportunity is eager to assist you in fully completing the requirements of this Notice and the Authority’s Equal Employment Opportunity Program. If you have any questions, please call the Office of Small Business and Employment Opportunity 216-566-5044.

Please read carefully all of the information attached.

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

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

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

I. Form EEO-1 - Enclosure A-1
   Equal Employment Data Forms showing the current utilization of minorities and women by job category within your organization.

II. Non-discrimination - Enclosure A-2
   Affidavit assuring non-discrimination in employment practices.

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

IV. Requirements Concerning the Submission of an Affirmative Action Plan
   Enclosure A-4 (For Non-Construction Contractors)
   If requested, provide an Affirmative Action Plan(s) in accordance with the guidelines set forth on Enclosure A-4.

V. Requirements on Prime and Sub-Contractors – Enclosure A-5
   All Contractors and their subcontractors bidding on a contract must complete Enclosure A-5.
ENCLOSURE A-1

EQUAL EMPLOYMENT OPPORTUNITY
EMPLOYER INFORMATION REPORT EEO - 1
FOR
THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY

Section A--TYPE OF REPORT
Refer to instructions for number and types of reports to be filed.

1. Indicate by marking in the appropriate box the type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX)
   1. [ ] Single Establishment Employer Report 2. [ ] Consolidated Report (Required)
   2. [ ] Multi-establishment Employer 3. [ ] Headquarters Unit Report (Required)
   3. [ ] Individual Establishment Report (submit one for each establishment with 50 or more employees).
   4. [ ] Special Report

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

---

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

1. Parent Company
   a. Name of parent company (owns or controls establishment in item 2) omit if same as label
   b. Employee Identification No.

<table>
<thead>
<tr>
<th>Name of Receiving Office</th>
<th>Address (Number and Street)</th>
<th>City or Town</th>
<th>County</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Establishment for which this report is filed (Omit if same as label)
   a. Name of establishment
   c. 

<table>
<thead>
<tr>
<th>Address (Number and street)</th>
<th>City or Town</th>
<th>County</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

b. Employer Identification No. Omit if same as label

---

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

[ ] Yes  [ ] No 1. Does the entire company have at least 100 employees in the payroll period for which you are reporting?
[ ] Yes  [ ] No 2. Is your company affiliated through common ownership and/or centralized management with other entities in an enterprise with a total employment of 100 or more?
[ ] Yes  [ ] No 3. Does the company or any of its establishments (a) have 50 or more, employees AND (b) is not exempt as provided by 41 CFR 60-1.5 AND either (1) is a prime government contractor or first tier subcontractor, and has a contract subcontract, or purchase order amounting to $50,000 or more or (2) serves as a depository of Government funds in any amount or is a financial institution which is an issuing and paying agent for U.S. Savings Bonds and Savings Notes?

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

[ ] Yes  [ ] No 4 Does the company receive financial assistance from the Small Business Administration (SBA)?
### Section D - EMPLOYMENT DATA

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

<table>
<thead>
<tr>
<th>JOB CATEGORIES</th>
<th>NUMBER OF EMPLOYEES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Overall Totals Sum Of Col B Thru K</td>
</tr>
<tr>
<td>Officials and Managers</td>
<td>1</td>
</tr>
<tr>
<td>Professionals</td>
<td>2</td>
</tr>
<tr>
<td>Technicians</td>
<td>3</td>
</tr>
<tr>
<td>Sales Workers</td>
<td>4</td>
</tr>
<tr>
<td>Office and Clerical</td>
<td>5</td>
</tr>
<tr>
<td>Craft Workers (Skilled)</td>
<td>6</td>
</tr>
<tr>
<td>Operatives (Semi Skilled)</td>
<td>7</td>
</tr>
<tr>
<td>Laborers (Unskilled)</td>
<td>8</td>
</tr>
<tr>
<td>Service Workers</td>
<td>9</td>
</tr>
<tr>
<td>TOTAL</td>
<td>10</td>
</tr>
<tr>
<td>Total employment reported in previous EE0-1 report</td>
<td>11</td>
</tr>
</tbody>
</table>

(The trainees below should also be included in the figures for the appropriate occupational categories above)

| Formal on-the-job trainees | White collar | 12 | | | | | | | | | |
| Production | 13 | | | | | | | | | |

**NOTE:** Omit questions 1 and 2 on the Consolidated Report

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

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

1. Is this the location of the establishment the same as that reported last year?  
2. Is the major business activity at this establishment the same as that reported last year?  
3. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or type of service provided, as well as the principal business or industrial activity.)

### Section F--REMARKS

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

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

### Section G--CERTIFICATION (See Instructions G)

Check one  
1. ☐ All reports are accurate and were prepared in accordance with the instructions (check on consolidated only)  
2. ☐ This report is accurate and was prepared in accordance with the instructions

<table>
<thead>
<tr>
<th>Name of Certifying Official</th>
<th>Title</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of person to contact regarding this report (Type or print)</td>
<td>Address (Number and Street)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Title | City and State | Zip Code | Telephone Area Code | Number | Extension |

All reports and information obtained from individual reports will be kept confidential as required by Section 709(e) of Title VII  
WILLFULLY FALSE STATEMENTS IN THIS REPORT ARE PUNISHABLE BY LAW, U S CODE TITLE 18, SECTION 1001
ENCLOSURE A-2
NONDISCRIMINATION AFFIDAVIT

STATE OF ____________________) ) SS
COUNTY OF ____________________) )

______________________________________, being first duly sworn deposes and says:

1. That he/she is the _________________(President or other authorized official of Company, or Partnership, a Corporation or Partnership organized and existing under and by virtue of the laws of the State of _____________________ on whose behalf he/she makes this affidavit (hereinafter "Contractor").

2. That Contractor does not and will not discriminate in its employment practices because of race, religion, color, sex, national origin, handicapped persons or Vietnam-Era Veterans.

3. That Contractor further understands this contract, purchase order or agreement is subject to the Urban Mass Transportation Act of 1964, as amended (49 U.S.C. 1601, et seq.) and Exec. Order. 11246, as amended, and the Affirmative Action Policy of GCRTA, and shall be subject to all rules and/or regulations issued pursuant thereto regarding nondiscrimination in federally-assisted programs of the United States Department of Transportation.

4. That Contractor agrees to be bound to the obligations imposed by said act, executive ordinance and policy.

5. That Contractor agrees that during the performance of any contract resulting from this bid/proposal:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the GCRTA setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contact or understanding, a notice to be provided by the GCRTA advising the said labor union or worker's representative of the Contractor's commitments under this Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and with the rules, regulations, and relevant orders of the Secretary of Labor.
e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the GCRTA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor’s noncompliance with the nondiscrimination clauses of this agreement or with such rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts of Federally assisted contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 25, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Contractor will include a citation to 41 CFR 60-1(b) and (c) and the provisions of Paragraphs (a) through (g) herein, in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, so that such provisions shall be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Urban Mass Transportation Administration, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Company or Partnership

__________________________________________
(President or other official title)

Subscribed and sworn to before me, this ______ day of ____________________ , 20__.

_________________________________________ Notary Public in and for the County of _________________________

State of ____________________.

My commission expires on the __________ day of ____________________ , 20____.

(Seal)

(TO BE SUBMITTED WITH BID)
ENCLOSURE A-3

EMPLOYMENT PRACTICES
(FOR NON-CONSTRUCTION CONTRACTORS ONLY)

To Be Prepared By:

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

<table>
<thead>
<tr>
<th>Solicitation No.</th>
<th>Name of Project</th>
<th>Location of Workforce</th>
<th>Prime Contractor</th>
<th>Subcontractor</th>
</tr>
</thead>
</table>

In keeping with GCRTA policy of nondiscrimination in employment practices, the ______________________ has set as a one year goal for the utilization of (Name of Company) minorities and females having requisite skills equal to be number and percentage that is in relation to their presence in the labor market area used, which is _____ % for minorities and _____ % for females. The ______________________, by its __________________ assures the GCRTA that good faith efforts will be used to achieve said goals. The good faith efforts proposed are described in the attached narrative. (If more than 50 employees and a contract of $50,000 or more is contemplated, an Affirmative Action Plan per Enclosure A-4 is supplied in lieu of this narrative and is submitted when called for by the GCRTA.)

________________________
Signature and Title of Company Official (Contractor)

________________________
Signature and Title of Company Official (Subcontractor)
ENCLOSURE A-4

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

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

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

I. Equal employment policy statement for the employment of minorities and women.
   A. How and to whom was policy statement circulated?
      1. Internally (within your company)
      2. Externally (all sources used for recruitment).
   B. Who is or will be responsible for the implementation of these policies?

II. Goals and Timetables for hiring minorities and women for the next year, or duration of this contract, whichever is greater, including:
   A. Total employees expected to be employed in each job category (use job categories shown on EEO-1 form).
   B. Group employees (Blacks, Hispanics, women, etc.) in each job category.
   C. Labor market availability group information - availability of minorities and women. With the exception of Construction Contractors, use this information to establish the goals required in Item "e" (contact State employment office to get this information).
   D. Number of expected job opportunities. If not expected, goals as required in Item "e" must still be established to allow for unexpected hiring.
   E. Goals number and percent of minorities and women to be reached.
   F. If goals are not reached within the period specified, when called for you must justify the reasons for not meeting the goals by demonstrating the good faith efforts used to meet the goals.

III. Development and Execution of Program
   A. Method to be used for recruiting job applicants.
      1. Recruiting efforts should be directed towards schools, colleges, universities, newspapers, radio, state employment offices, churches, social and employment agencies and other sources appropriate for your needs, i.e., labor unions.
      2. These efforts when called for, must be substantiated by written documentation.
   B. Method used for evaluating program.
ENCLOSURE A-5

REQUIREMENTS CONCERNING PRIME AND SUB-CONTRACTORS

Contract No.: ___________   Project Name: ________________________________

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

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

Name of Firm: ___________________________________________ □ Certified DBE   □ Non-DBE

Mailing Address: ______________________________________________________________

City/State/Zip Code: ____________________________________________________________

Contact: ___________________________ Phone No. ______________Fax No. ____________

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

Gross Sales in Dollars Last FY:

□ Less than $500,000  □ $500,000 - $1 million
□ $1 million - $2 million  □ $2 million - $5 million
□ Over $5 million

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

<table>
<thead>
<tr>
<th>Name of Firm</th>
<th>Certified DBE</th>
<th>Year Firm Established</th>
<th>Approximate Annual Gross Sales</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Yes</td>
<td>No</td>
<td></td>
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</tbody>
</table>

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

____________________________   ____________________________     _______________
Title of Person Authorized to Sign   Signature                  Date
ATTACHMENT C

PROPOSER’S AFFIDAVIT

NOTE: Each Proposer shall furnish this affidavit, properly executed and containing all required information, with his bid. If you fail to comply, your bid may not be considered.

State of Ohio )
 ) SS
 )
____________________________, being first duly sworn deposes and says:

Individual only: That he is an individual doing business under the name of ________ at
__________________________, in City of
________________________, State of _________.

Partnership only: That he is the duly authorized representative of a partnership doing business under
the name of __________________ at
__________________________, in the
City of __________________, State of ____________.

Corporation only: That he is the duly authorized, qualified and acting ______________ of
__________________________, a corporation organized and existing under the laws of the State of ______ with its principal place of
business ____________________________, and that he, said partnership or said corporation, is filing herewith a proposal or bid to
the Greater Cleveland Regional Transit Authority in conformity with the foregoing specifications;

Individual only: Affiant further says that the following is a complete and accurate list of names of
and addresses of all persons interested in said proposal/contract:

________________________________________________________________
________________________________________________________________
________________________________________________________________

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

________________________________________________________________

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

________________________________________________________________

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

________________________________________________________________
________________________________________________________________
________________________________________________________________
_________________________________________ and is also represented and
is also represented by the following resident agents in the City of Cleveland:
________________________________________________________________
________________________________________________________________
________________________________________________________________
Corporation only

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

President

Directors:

Vice President

Secretary

Local Manager or Agent

Attorneys

And that the following officers are duly authorized to execute contracts on behalf
of said corporation _________________________________________________
________________________________________________________________
________________________________________________________________
__________________________________________.

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

____________________________________________________ (name of individual, partnership or corporation)

Further affiant saith not.

____________________________________________________ Company or Partnership

____________________________________________________ (President other official title)

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

____________________________________________________________________________________

Notary Public
ATTACHMENT D
DELINQUENT PERSONAL PROPERTY TAX STATEMENT

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

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

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

Delinquent Personal Property Tax $ ___________________________ (If none insert "0")
Penalties $ ___________________________
Interest $ ___________________________

By: _____________________________________
Title: _____________________________________

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

__________________________________________
Notary Public

My Commission Expires:
ATTACHMENT F
CERTIFICATION REGARDING DEBARMENT
PROPOSED DEBARMENT AND OTHER RESPONSIBILITY MATTERS

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

1. The undersigned Bidder/Offeror/Subcontractor ("Attester") certifies, to the best of its
knowledge and belief that:

a) The Attester and/or any of its principals or subcontractors:
   i) Are not presently debarred, suspended, proposed for debarment, or
      declared ineligible for award of contracts by any federal agency.
   ii) Have not within a three-year period preceding this offer, been convicted of
      or had a civil judgment rendered against them for commission of fraud or a
      criminal offense in connection with obtaining, attempting to obtain, or
      performing a public (federal, state, or local) contract or subcontract;
      violation of federal or state antitrust statutes relating to the submission of
      offers; or commission of embezzlement, theft, forgery, bribery, falsification
      or destruction of records, making false statements, or receiving stolen
      property; violations of tax, labor and employment, environmental, antitrust,
      or consumer protection laws and
   iii) Are not presently indicted for, or otherwise criminally or civilly charged by a
      governmental entity with commission of any of the offenses enumerated in
      Paragraph 2 above.
   iv) The Attester has not, within a three-year period preceding this offer, had
      one or more contracts terminated for default by any federal agency.

b) "Principals," for the purposes of this certification, means officers, directors, owners,
   partners, and persons having primary management or supervisory responsibilities
   within a business entity (e.g., general manager, plant manager, head of a
   subsidiary, division, or business segment, and similar positions).

c) This certification concerns a matter which may be within the jurisdiction of an
   agency of the United States and the making of a false, fictitious, or fraudulent
   certification may render the maker subject to prosecution under Section 1001, Title
   18, United States Code.

2. The Attester shall provide immediate written notice to the Authority's Procurement
   Department if, at any time the Attester learns that its certification was erroneous when
   submitted or has become erroneous by reason of changed circumstances.

3. A certification that any of the items in Paragraph A exists will not necessarily result in
   withholding of an award under this solicitation. However, the certification will be
   considered in connection with a determination of the Attester's responsibility. Failure of the
   Attester to furnish a certification or provide such additional information as requested by the
   GCRTA may render the Attester non-responsible.

4. Nothing contained in the foregoing shall be construed to require establishment of a system
   of records in order to render, in good faith, the certification required by Paragraph 1 The
   knowledge and information of an Attester is not required to exceed that which is normally
   possessed by a prudent person in the ordinary course of business dealings.
The certification in Paragraph 2 is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Attester knowingly rendered an erroneous certification, in addition to other remedies available to the GCRTA, the Authority may terminate the contract resulting from this solicitation for default.

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

GCRTA IFB/No.

________________________________
Signature and Title of Authorized Official

________________________________
Company Name
CERTIFICATE OF PROCUREMENT INTEGRITY

I, _____________________________________________ am the officer or employee responsible for the 
(Name of Certifier)

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

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

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

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

____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

__________________________________________________  _______________________
Signature of the Officer/ Employee Responsible for the Bid   Date

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

* Section 27 became effective on July 16, 1989.

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

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

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

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

By: ________________________________

Position: ______________________________

Company: ______________________________

Address: ______________________________

City:______________________________ State: __________________ Zip:________