

## **REQUEST FOR BIDS**

**Installation of CNG Compressors  
#2024-03**

**FOR**

**METRO REGIONAL TRANSIT AUTHORITY**

**416 Kenmore Blvd.  
Akron, Ohio 44301**

**BIDS DUE:**

**March 7, 2024**

**9:00 am**

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## Section 1 - Legal Notice



416 Kenmore Boulevard

Akron, Ohio 44301-1099

(330) 762-7267

(330) 762-0854 FAX

### LEGAL NOTICE

Notice is hereby given that METRO Regional Transit Authority (METRO) is requesting bids for: **Installation of CNG Compressors**

Detailed specifications are available by visiting <https://procurement.opengov.com/portal/akronmetro>. Any questions should be submitted through the Question & Answer section of the project (IFB #2024-03) on METRO's OpenGov Portal.

All bids must be submitted in accordance with requirements set forth in this bid solicitation, and must be received within METRO's OpenGov portal before 9:00 am on Thursday, March 7, 2024. Results will be available online shortly after the submission deadline.

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

All Offerors are certifying that they are not debarred or suspended by the Federal Government by signing the bid page.

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

METRO further advises prospective Offerors that all bids must be filed on the forms provided by the Authority, all required information in the Vendor Questionnaire section of this posting on OpenGov must be completed, and that all bids must be in response to IFB# 2024-03.

Akron Beacon Journal

January 25, 2024 and February 01, 2024

Dawn Distler  
Chief Executive Officer/Secretary-Treasurer

A blue ink signature of Dawn Distler, written in a cursive style.

## Section 2 - Introduction

### 2.1 SUMMARY

METRO Regional Transit Authority is seeking bidders to procure and install two (2) CNG compressors and related equipment.

### 2.2 CONTACT INFORMATION

**Eric Scott**

Director of Asset Management  
416 Kenmore Blvd, Akron 44301  
Akron, OH 44301

Email: [eric.scott@yourmetrobus.org](mailto:eric.scott@yourmetrobus.org)

Phone: [\(330\) 957-0146](tel:(330)957-0146)

**Department:**

Maintenance

**Department Head:**

Eric Scott  
Director

### 2.3 TIMELINE

<b>Bid Post Date</b>	January 25, 2024
<b>Question Submission Deadline</b>	February 26, 2024, 4:00pm
<b>Question Response Date</b>	February 27, 2024
<b>Bid Submission Deadline</b>	March 7, 2024, 9:00am

## Section 3 - General Information

### 3.1 TERMINOLOGY

“Bid” or “Proposal” refers to the document drafted and submitted by the Proposer(s)/Bidder(s) in response to the Information for Bids.

“Bidder” or “Proposer” refers to the entity submitting the Bid or Proposal.

“Akron Metro Regional Transit Authority” (also referred to as “Akron Metro”, “Metro”, “Authority”, “Contractor”, “Buyer” or “Purchaser”) is the government entity who is soliciting proposals and bids with the RFP and/or IFB.

“Request for Proposals” or “Information for Bids” refers to the document prepared by the Contractor/Buyer/Purchaser which outlines the scope of work of the Contractor’s project and is used to solicit for bids for the project.

### 3.2 BID SUBMISSION

Bidders shall submit through METRO's OpenGov portal and no submittals will be recognized if they are not received through OpenGov. Scans or photocopies of all required certifications and attestations are acceptable at the time of bid but originals shall be requested if necessary and provided to METRO upon request. Oversize pages used for drawings or similar purposes are allowed. Bids must set forth full, accurate, and complete information as required by the IFB. Each bid response, complete with affidavits and certifications and all required attachments, shall be submitted through the OpenGov portal.

All bids are due BEFORE 9:00 am on Thursday, March 7, 2024. Bids received by Akron Metro after that date and time will not be opened or considered.

### 3.3 BID REQUIREMENTS

Bids shall be prepared in a clear, concise, and economical manner. Bids should be organized in a simple and straightforward manner. Price page(s) should be submitted either within their own identified section or as a separate file upload following any requirements noted in the Vendor Questionnaire. There is no page limitation or minimum document size, but any information the Bidder submits is expected to be concise and relevant to the IFB.

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

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

1. IFB Cover Page, providing the following information:
  - a. Identification of the Bidder(s), including name, address, and phone number of the appropriate contact person at each firm.
  - b. Signature of a person authorized to bind the proposing firm to the terms of the Bid.
2. Bidder Experience (including a brief narrative on capabilities as specifically related to this project)

### 3.4 POSTPONEMENT OR CANCELLATION OF INFORMATION FOR BIDS

Akron Metro RTA reserves the right to cancel, amend, or re-issue this IFB at any time, or change the date and time for submitting bids, by announcing same prior to the date and time established for Bid submittal.

### 3.5 EXAMINATION OF IFB AND CONTRACT DOCUMENTS

Bidders are expected to examine the scope of services required, schedules, instructions, and specifications, if any. Failure to do so will be at the Bidder's risk. It is the intent of these specifications to provide services of first quality, and the workmanship must be the best obtainable in the various trades. The services, which the vendor proposes to furnish, must be high quality in all respects. No advantage will be taken by Contractor or vendor in the omission of any part or detail, which goes to make the services complete. All manner of workmanship and material used in the production of the services and not herein contained or specified shall be of the industry standard and shall conform to the best practices known in the industry. Contractor will assume responsibility for all equipment used in the proposed item, whether the same is manufactured by Contractor or purchased ready made from a

source outside Contractor's company. It is the sole responsibility of Contractor to read the specifications and understand them.

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

## **Section 4 - Bid Information**

### **4.1 LEGAL ADVERTISEMENT FOR BIDS**

Advertisement for bids for Installation of CNG Compressors 2024-03 by the METRO Regional Transit Authority (METRO) appeared in the Akron Beacon Journal on January 25, 2024 and February 01, 2024, and will be posted on our website on Thursday, January 25, 2024.

### **4.2 DURATION OF CONTRACT**

Duration of the proposed contract will be until satisfied completion of work.

### **4.3 BID**

Sealed bids for the above will be received online at METRO's OpenGov portal, all bids are due before 9:00 am on Thursday, March 7, 2024, and thereafter will be publicly available online.

### **4.4 AMENDMENTS**

No responses will be issued for requests for clarification or amendments ten (10) calendar days or less before the bid due date. If you find ambiguity in the contract it must be brought up prior to bid closing date.

### **4.5 BID BOND**

FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts as follows:

1. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
2. A performance bond on the part to the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

3. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows:
  - a. 50% of the contract price if the contract price is not more than \$1 million;
  - b. 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
  - c. \$2.5 million if the contract price is more than \$5 million.
4. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

#### **Bid Bond Requirements (construction)**

1. Bid Security - A Bid Bond must be issued by a fully qualified surety company acceptable to (Recipient) and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.
2. Rights Reserved - In submitting this Bid, it is understood and agreed by bidder that the right is reserved by (Recipient) to reject any and all bids, or part of any bid, and 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 (Recipient). 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 (Recipient), shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of (Recipient's) damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby) which has been retained by (Recipient) shall prove inadequate to fully recompense (Recipient) for the damages occasioned by default, then the undersigned bidder agrees to indemnify (Recipient) and pay over to (Recipient) the

difference between the bid security and (Recipient's) total damages, so as to make (Recipient) whole.

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.

### **Performance and Payment Bonding Requirements (Construction)**

The Contractor shall be required to obtain performance and payment bonds as follows:

1. Performance bonds
  - a. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).
  - b. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.
2. Payment bonds
  - a. The penal amount of the payment bonds shall equal:
    - i. Fifty percent of the contract price if the contract price is not more than \$1 million.
    - ii. Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
    - iii. Two and one half million if the contract price is more than \$5 million.
  - b. If the original contract price is \$5 million or less, the (Recipient) may require additional protection as required by subparagraph 1 if the contract price is increased.

### **Performance and Payment Bonding Requirements (Non-Construction)**

The Contractor may be required to obtain performance and payment bonds when necessary to protect the (Recipient's) interest.

1. The following situations may warrant a performance bond:
  - a. (Recipient) property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).

- b. A contractor sells assets to or merges with another concern, and the (Recipient), after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.
    - c. Substantial progress payments are made before delivery of end items starts.
    - d. Contracts are for dismantling, demolition, or removal of improvements.
2. When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:
  - a. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).
  - b. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.
3. A payment bond is required only when a performance bond is required, and if the use of payment bond is in the (Recipient's) interest.
4. When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:
  - a. The penal amount of payment bonds shall equal:
    - i. Fifty percent of the contract price if the contract price is not more than \$1 million.
    - ii. Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
    - iii. Two and one half million if the contract price is increased.

### **Advance Payment Bonding Requirements**

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision, and a performance bond is not furnished. The (recipient) shall determine the amount of the advance payment bond necessary to protect the (Recipient).

### **Patent Infringement Bonding Requirements (Patent Indemnity)**

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not

furnished, and the financial responsibility of the Contractor is unknown or doubtful. The (recipient) shall determine the amount of the patent indemnity to protect the (Recipient).

#### Warranty of the Work and Maintenance Bonds

1. The Contractor warrants to (Recipient), the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by (Recipient), free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the Project Manager, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by (Recipient) and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to (Recipient). As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment, furnish separate Maintenance (or Guarantee) Bonds in form acceptable to (Recipient) written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

#### 4.6 DISPOSITION OF CERTIFIED OR CASHIERS CHECK

Said certified or cashiers check to be forfeited to METRO 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 bid is rejected.

In case the bid 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 hereof, the check shall be forfeited to METRO as liquidated damages.

#### 4.7 FORM OF BID

Every bid must be made within METRO's OpenGov portal and must contain the full name of every person, firm, or corporation interested in the bid, 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.

#### 4.8 NAME OF BIDDER

Each bid must contain a page that is 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.

#### 4.9 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 bid 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."

#### 4.10 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 bid.

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.

#### 4.11 SPECIFICATIONS TO BE PART OF THE CONTRACT

Specifications, statements, and the bid, 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.

#### 4.12 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 to the Director of Finance.

#### 4.13 WITHDRAWAL OF BID

A submitted bid may be withdrawn prior to the deadline for submission by clicking the "unsubmit" button. Once the bid is unsubmitted/withdrawn, METRO has no response from the bidder. Any resubmission must be resubmitted prior to the bid submission deadline. If a bidder wishes to withdraw their bid after the submission deadline, but prior to award of the contract, they should contact METRO's Procurement Officer immediately.

#### 4.14 CONSIDERATION OF BID

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

#### 4.15 REJECTION OF ACCEPTANCE OF BIDS

The Executive Director reserves the right to accept or reject any or all bids, and any parts of any bid. In awarding a contract, the Executive Director 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.

#### 4.16 UNACCEPTABLE BIDS

No bid will be accepted from or contract awarded to any person, firm, or corporation that is in arrears or is in default to METRO upon any debt or contract, or that is a defaulter as surety or otherwise upon any obligation to said Authority or has failed to perform faithfully any previous contract with the Authority.

## Section 5 - Contractor Employment Requirements

### 5.1 WORKERS' COMPENSATION ACT

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

### 5.2 SOCIAL SECURITIES ACT

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

### 5.3 EQUAL EMPLOYMENT OPPORTUNITY

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

### 5.4 DISADVANTAGED BUSINESS ENTERPRISE

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

- a. Policy - It is the policy of the Department of Transportation and METRO that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of Contract financed in whole

or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 applies to this Contract.

It is further the policy of METRO to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of METRO procurement activities is encouraged.

- b. DBE obligation - The Contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.
- c. Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, METRO may declare the Contractor noncompliant and in breach of contract.
- d. The Contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with METRO's DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of METRO and will be submitted to METRO upon request.
- e. METRO will provide affirmative assistance as may be reasonable and necessary to assist the prime Contractor in implementing their programs for DBE participation. The assistance may include the following upon request:
  - Identification of qualified DBEs
  - Available listing of Minority Assistance Agencies
  - Holding bid conferences to emphasize requirements
- f. Disadvantaged business "means a small business concern":
  - i. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
  - or

- ii. Whose management and daily business operations are controlled by one or more women individuals who own it.
- g. "Small business concern" means a small business as defined by Section 3 of the Small Business Act and Appendix B - (Section 106(c)) Determinations of Business Size.
- h. "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and States (or lawfully admitted permanent residents) and who are black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or women, and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.
  - i. "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;
  - ii. "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
  - iii. "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
  - iv. "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of Pacific, and the Northern Marianas;
  - v. "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh.

### 5.5 DBE PARTICIPATION REQUIREMENTS

All prime or general Contractors are hereby notified that they must show that all reasonable good faith efforts were made to meet the minimum DBE participation goals on this contract.

If a bidder or proposer finds it impossible to fully meet the DBE goal of this contract, the bidder must complete Schedule D: Certification of Contractor Regarding Unavailability of a Disadvantaged (Minority) Business Enterprise (DBE) accompanied by documentation showing that all reasonable good faith efforts were made toward fulfilling the goal.

All bidders or proposers are hereby notified to be responsive that they must submit with their bids or bid, the DBE Affidavit, the Letter of Intent, and the Certificate of DBE Assurance.

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

## Section 6 - Contract Award and Regulations

### 6.1 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. METRO will pay no interest, finance, or carrying charges on our unpaid balance. There will be no down payment or prepayment made as part of this award.

### 6.2 INELIGIBLE CONTRACTORS / DEBARMENT AND SUSPENSION

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are not excluded, or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

### 6.3 BUY AMERICA

Bidders/Contractors shall submit with the bid a completed Buy America Certificate indicating that the Bidder/Contractor will comply with the requirements of 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 the FTA or the product is subject to a general waiver. 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 70% domestic content.

On November 15, 2021, President Biden signed into law the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. No. 117-58, which includes the Build America, Buy America Act (“the Act”). Pub. L. No. 117-58, §§ 70901-52. IIJA provides instruction to recipients of an award of Federal financial assistance from a program for infrastructure that none of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials<sup>1</sup> are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before

the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

<sup>1</sup>Excludes cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

The Bidder/Contractor shall submit the appropriate Buy America certification with all bids on FTA-funded contracts except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification shall be rejected as non-responsive. This requirement applies to lower tier subcontractors.

Upon written request, Akron Metro may request a waiver of the above provisions. Such waiver may be granted if the Secretary determines;

1. That their application would be inconsistent with the public interest;
2. That materials for which a waiver is requested are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;
3. The inclusion of a domestic item or domestic material will increase the cost of the overall project contract by more than 25 per percent.

#### 6.4 AUDIT AND INSPECTION OF RECORDS

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 CFR 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 CFR 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.

3. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
4. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
5. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).
6. FTA does not require the inclusion of these requirements in subcontracts.

#### 6.5 SUBCONTRACT APPROVAL

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

#### 6.6 OWNERSHIP OF DOCUMENTS

METRO and FTA will become owners of all documents prepared by the bidder upon payment for same by METRO, except any documents which may be protected by patent, lease or other written documents which provides proof of ownership.

#### 6.7 AMENDMENTS TO THE CONTRACT

This agreement may be amended at any time, providing any amendment by staff is approved by resolution of METRO's Board of Trustees.

#### 6.8 CARGO PREFERENCE (WHERE APPLICABLE)

The Contractor 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 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.
- c. requires Contractors 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.

## 6.9 ENVIRONMENTAL, RESOURCE CONSERVATION, AND ENERGY REQUIREMENTS

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

### **Energy Requirements**

The contractor agrees to comply with the Energy Policy and Conservation requirements and are applicable to all contracts. The Recipient agrees to, and assures that its subrecipients, if any, will comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6201 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance as required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

### **Clean Water**

The Clean Air and Clean Water Act requirements apply to each contract and subcontract exceeding \$150,000. Each contract and subcontract must contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251– 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

### **Clean Air**

FTA-funded projects must meet the requirements of the Clean Air Act. (42 U.S.C. § 7401 et seq.)

### **Recovered Materials**

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

## 6.10 SEISMIC SAFETY REQUIREMENTS

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this

contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

## **Section 7 - Termination or Breach of Contract**

### **7.1 TERMINATION FOR CONVENIENCE (GENERAL PROVISION)**

METRO may terminate this contract, in whole or in part, at any time with 30 days' prior written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to METRO to be paid the Contractor. If the Contractor has any property in its possession belonging to METRO, the Contractor will account for the same, and dispose of it in the manner the METRO directs.

### **7.2 TERMINATION FOR DEFAULT [BREACH OR CAUSE] (GENERAL PROVISION)**

If the Contractor does not deliver supplies in accordance with the contract delivery schedule. If the contract is for services, the Contractor fails to perform in the manner called for in the contract. If the Contractor fails to comply with any other provisions of the contract, METRO may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

### **7.3 OPPORTUNITY TO CURE (GENERAL PROVISIONS)**

METRO in its sole discretion may, in the case of a termination for breach or default, allow the Contractor thirty (30) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

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

### **7.4 WAIVER OF REMEDIES FOR ANY BREACH**

In the event that METRO elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by METRO shall not limit METRO's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

#### 7.5 TERMINATION FOR CONVENIENCE (PROFESSIONAL OR TRANSIT SERVICE CONTRACTS)

METRO, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, METRO shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

#### 7.6 TERMINATION FOR DEFAULT (SUPPLIES AND SERVICE)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, METRO may terminate this contract for default. METRO shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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

#### 7.7 TERMINATION FOR DEFAULT (TRANSPORTATION SERVICES)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, METRO may terminate this contract for default. METRO shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of METRO's goods, the Contractor shall, upon direction of METRO, protect and preserve the goods until surrendered to the METRO or its agent. The Contractor and METRO shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

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

#### 7.8 TERMINATION FOR DEFAULT (CONSTRUCTION)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, METRO may terminate this contract for default. METRO shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, METRO may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to METRO resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by METRO in completing the work.

The Contractor's right to proceed shall not be terminated nor will the Contractor be charged with damages under this clause if:

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of METRO.

#### 7.9 TERMINATION FOR CONVENIENCE OR DEFAULT (ARCHITECT AND ENGINEERING)

METRO may terminate this contract in whole or in part, for METRO's convenience or because of the failure of the Contractor to fulfill the contract obligations. METRO shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of METRO, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, METRO may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by METRO.

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

#### 7.10 TERMINATION FOR CONVENIENCE OF DEFAULT (COST-TYPE CONTRACTS)

METRO may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of METRO or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from METRO, or property supplied to the Contractor by the METRO. If the termination is for default, METRO may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to METRO and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of METRO, the Contractor shall be paid its contract closeout costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, METRO determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the Contractor, METRO, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

## Section 8 - Contract Rights

### 8.1 TIE-BREAKING

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

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

### 8.2 RIGHT TO PERFORM PRE-AWARD SURVEY

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

### 8.3 RIGHT TO VERIFY BID - SINGLE BID

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

### 8.4 RIGHT TO AUDIT

METRO retains the right to audit the Contractor/bidder's bid to determine that prices proposed are fair and equitable.

### 8.5 RIGHT TO ADJUST COST

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

### 8.6 CONTRACT CHANGE ORDERS

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

### 8.7 DEVIATION FROM SPECIFICATIONS (IFB ONLY)

All bids shall be based upon strict adherence to the specifications contained herein. Any bidder finding it necessary or desirable to deviate from the specifications in any manner (including requests for approved equals) or simply desiring an interpretation of the Contract Documents, shall submit a written request to METRO to be received no later than ten (10) days prior to the due date for bids detailing the desired deviation or interpretation. Bidders must identify those relevant physical, functional, or other characteristics of the requested change from specified services, materials or equipment that would enable the change to satisfy the specification. Minor differences in design, construction, or features, which do not effect reliability of the product from its intended use, may be accepted. METRO will render a prompt decision upon each request and will notify Bidders within five (5) days of the due date for bids. Only written communications will be authorized and binding. Any approved equal or deviation allowed, and all interpretations will be published to all prospective Bidders in the form of amendments to the

specifications, to be issued as part of the contract. All Bidders must acknowledge receipt of all amendments.

## 8.8 PROTESTS

It is the policy of METRO to prepare specifications for information for bid or for requests for proposals that are not discriminatory in nature. All solicitations are to be open and free to all competing vendors whereby all have a reasonable chance to be successful and be awarded a contract.

If a vendor feels that a particular solicitation is unfair for whatever reasons, the following procedure must be followed to register a proper protest and said procedure shall be part of all solicitations:

### Pre-Bid Protest

A pre-bid or solicitation phase protest is received prior to the bid opening or bid due date.

It is the policy of METRO to prepare specifications for information for bid or for requests for proposals that are not discriminatory in nature. All solicitations are to be open and free to all competing vendors whereby all have a reasonable chance to be successful and be awarded a contract.

If a Bidder that has submitted a bid 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 Secretary Treasurer of METRO'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 Secretary Treasurer shall make all reasonable attempts to resolve the protest prior to the award of a contract, and may reschedule the bid opening date solely at their discretion if deemed necessary. The Secretary Treasurer 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

A post-award protest is a protest received after award of a contract.

### Post-Bid Protest

- STEP 1. Protest must be made in writing and addressed to the Secretary Treasurer 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 Secretary Treasurer shall make all reasonable attempts to resolve the protest prior to the award of a contract. The Secretary Treasurer 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 METRO. With METRO'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 the Transit Authority, 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.

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 submit 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.

## Section 9 - Payments

### 9.1 INVOICING

All requests for payment shall be mailed to:

Accounts Payable  
 METRO Regional Transit Authority  
 416 Kenmore Blvd.  
 Akron, Ohio 44301

Invoice can also be emailed to [accountspayable@akronmetro.org](mailto:accountspayable@akronmetro.org)

**NOTE:** No finance charges shall be paid by METRO, and payment will be made in a reasonable length of time after approval of the METRO Board of Trustees and receipt of funds from FTA or the State of Ohio, where applicable. There will be no prepayments or down payments made on this procurement.

Payment will be made by METRO via ACH when possible, please complete the ACH payment form.

### 9.2 PROMPT PAYMENT

The Contractor agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than twenty (20) days from receipt of each payment the Contractor receives from

METRO. The Contractor agrees further to return retainage withheld to ensure satisfactory completion of the work, to each subcontractor within 30 days after subcontractor completes the specified work as verified by payment from METRO.

### 9.3 DELINQUENT PERSONAL PROPERTY STATEMENT

Each Contractor is required to submit with its bid 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.

## Section 10 - Federal Transit Administration (FTA) Requirements

### 10.1 DISCLOSURE OF LOBBYING ACTIVITIES

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

### 10.2 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

### 10.3 USE OF FEDERAL FUNDS

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

### 10.4 DRUGS AND ALCOHOL TESTING

The Recipient agrees to:

1. Comply with the Drug-Free Workplace Act of 1988 as amended, 41 U.S.C. §8103, et,seq.;
2. Comply with U.S. DOT regulations, "Government Requirements for Drug-Free Workplace (Financial Assistance)," 49 CFR Part 32; and

3. Follow and facilitate compliance with U.S. OMB regulatory , “Government Requirements for Drug-Free Workplace (Financial Assistance) ,” 2 CFR Part 182, particularly where the U.S. OMB regulatory guidance supersedes comparable provisions of 49 CFR Part 32.

### 10.5 RECORD RETENTION

METRO requires the successful bidder to retain in its files of business activity its records METRO for a period of three (3) years per 49 CFR § 18.36 (i) (11).

### 10.6 CIVIL RIGHTS COMPLIANCE

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

1. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying Contract:
  - a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
2. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason

of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

#### 10.7 NOTICE OF FEDERAL REQUIREMENTS

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

#### 10.8 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

### 10.9 NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL INFORMATION RELATED TO FRAUD WASTE, ABUSE OR OTHER LEGAL MATTERS

Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The recipient must include similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction".

### 10.10 PRIVACY

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

### 10.11 LABOR PROVISIONS

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

- a. **Overtime Requirements.** No Contractor or subcontractor, contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic, in any work week in which he or she is employed on such work, to work in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such work week, unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1 1/2) the basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such work week, whichever is greater.
- b. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in Subparagraph (b) (1), 29 CFR, Section 5.5, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and
- c. 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.

- d. **Withholding for Unpaid for Unpaid Wage and Liquid Damages.** DOT or the recipient shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same price Contractor, or any other Federally assisted contract subject to the contract work hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Subparagraph (b) (2) of 29 CFR, Section 5.5.
- e. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subsections A through D of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subsections A through D of this Section.
- f. **Non-Construction Contracts.** In addition to the clauses contained in 29 CFR, Section 5.5 (b) or subsections A-D of this Section, in any contract subject only to the contract work hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR, Section 5.1, THE AUTHORITY shall insert a clause requiring that the Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, Social Security Number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, THE AUTHORITY shall require the Contracting Officer to insert in any such contract a clause providing that the records to be maintained under this subsection shall be made available by the Contractor or subcontractor for inspection, copying or transcription by authorized representatives of DOT and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

#### 10.12 INSURANCE AND TAXES

The Proposer 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 Proposer 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 Proposer

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.

Proposer shall provide Certificates of Insurance evidencing such coverage to METRO before the commencement of any work under any Contract resulting from this bid.

- 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.

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

- B. Workers' Compensation Statutory coverage, if and as required according to the State Labor Code, including Employers' Liability limits of \$1,000,000 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against METRO.

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

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

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 bid depending on the final Scope of Work agreed on by METRO and the awarded Proposer. Insurance questions may be directed to METRO's Executive Director for response.

### 10.13 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 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any METRO requests which would cause METRO to be in violation of the FTA terms and conditions.

### 10.14 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 bids (the “documents”) become a public record upon submission to METRO, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law.

#### 10.15 GRATUITIES

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

#### 10.16 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.

#### 10.17 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.

#### 10.18 "RESPONSIBILITY" REQUIREMENTS

In addition to the Common Grant Rules that require contract awards be made only to responsible contractors, Federal transit law at 49 U. S. C. Section 5325(j) limits third party contractor awards to those contractors capable of successfully performing under the terms and conditions of the proposed contract. Before selecting a contractor for award, the recipient must consider such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. METRO may require prior to the award of a contract documentation of the apparent lowest responsive bidders financial stability.

### 10.19 DAVIS BACON ACT AND COPELAND ANTI-KICKBACKS ACT

Under the Davis-Bacon and Related Acts and Reorganization Plan No. 14 of 1950, the U.S. Department of Labor is responsible for determining prevailing wages, issuing regulations and standards to be observed by federal agencies that award or fund projects subject to Davis-Bacon labor standards, and overseeing consistent enforcement of the Davis-Bacon labor standards.

The Davis-Bacon and Related Acts apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.

The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act applies to contractors and subcontractors performing work on federal or District of Columbia contracts. The Davis-Bacon Act prevailing wage provisions apply to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.

For prime contracts in excess of \$100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The overtime provisions of the Fair Labor Standards Act may also apply to DBA-covered contracts.

### 10.20 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

METRO is prohibited from obligating or expending loan or grant funds to:

- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

### 10.21 TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- a. Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;

- b. Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- c. Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

## 10.22 CHANGES TO FEDERAL REQUIREMENTS

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

## 10.23 SAFE OPERATION OF MOTOR VEHICLES

**Seat Belt Use:** The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company owned" and "company leased" refer to vehicles owned or leased either by the Contractor or Agency. **Distracted Driving:** The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

## Section 11 - Scope of Work

### 11.1 INSTALLATION OF CNG COMPRESSORS

#### **Prime Contractor Responsibilities**

**The intent of this project is for a mechanical contractor to serve as the prime contractor for METRO. The prime contractor is responsible for any subcontractors needed for this work.**

The project scope shall include but is not limited to the following:

- Visit the site for a thorough examination of existing conditions.
- Review existing construction documents and as built drawings as necessary.
- Obtain all necessary permits for the project.
- Procure two (2) CNG compressor packages and all necessary installation components that are size comparable and compatible with the current system. (NG-300-S-4-Q)
- Provide to METRO for review and approval, a detailed and dimensioned site plan including exact location of duplex compressors. Coordinate with the existing conduits, unit clearances, and access prior to unloading and setting the units.
- Provide METRO with detailed piping shop drawings including isometric views; bill of materials for all piping, valves, fittings, and connection types.

- Receive, take ownership, inspect, unload, and install CNG compressor packages and make operational to match and coordinate with the duplex compressors that are existing on site.
- Coordinate directly with compressor manufacturer if any discrepancies are discovered with the units.
- Inspect all welded fittings, flanges, or joints after installation, following specifications from the existing project.
- Furnish and install all conductors, cables, and terminations in existing conduits as shown on existing construction documents/as builds.
- Furnish and install all seal-offs, and liquid-tight conduit connections as needed.
- Install electrical grounding as necessary, refer to existing documents and match as builds.
- Coordinate and/or perform all functional testing and start up in conjunction with subcontractors and the compressor manufacturer. Schedule in advance to ensure compressor manufacturer attendance.
- Provide all finish painting on site to match existing as needed.
- Provide progress reports and regular updates to METRO as needed to keep the project on track.
- Supply METRO with all close out documents as specified in the existing construction documents.
- Provide a timeline for project completion.
- All construction documents and as built drawings will be available upon request through a Dropbox or other form of bulk document transfer.

## Section 12 - Bid Line Items

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	CNG Compressor Packages	2	each		
1	Install of CNG packages	2	each		
<b>TOTAL</b>					

## Section 13 - Vendor Questionnaire

### 13.1 YEARS OF EXPERIENCE\*

Does your company have at least 1 year of experience at performing services and providing products of a similar size and scope of that noted for this IFB?

- Yes  
 No

\*Response required

### 13.2 EXPERIENCE NARRATIVE\*

Including a brief narrative on capabilities as specifically related to the scope of this IFB.

\*Response required

### 13.3 SUBCONTRACTOR INFORMATION\*

Please provide your subcontractor information (if applicable) in the following format for each individual subcontractor: (if no subcontractors, please simply state "no subcontractors")

- Subcontractor Company Name
- Brief Description of Work To be Performed by Subcontractor
- Subcontractor License Number and Type

\*Response required

### 13.4 SAM.GOV CONFIRMATION\*

Please upload a printout from SAM.gov to confirm that your company currently has no active exclusions. The printout must be no greater than seven (7) calendar days prior to the due date of this bid.

\*Response required

### 13.5 BID DOC UPLOAD\*

Upload your complete bid here as specified in this IFB, including any supplemental pricing information. This does not include any of the required forms that are also requested here in this submittal section.

\*Response required

### 13.6 FEDERAL CLAUSES FOR SIGNATURE\*

Please download the below documents, complete, and upload.

- [Federal Clauses for Signatu...](#)

\*Response required

### 13.7 DELINQUENT PERSONAL PROPERTY STATEMENT\*

Please download the below documents, complete, and upload.

- [Delinquent Personal Propert...](#)

\*Response required

### 13.8 BUY AMERICA\*

Please download the below documents, complete, and upload.

- [Buy America.pdf](#)

\*Response required

### 13.9 DISCLOSURE OF LOBBYING ACTIVITIES\*

Please download the below documents, complete, and upload.

- [Disclosure of Lobbying Acti...](#)

\*Response required

### 13.10 AUTHORITY TO REJECT AND OFFICER SIGNATURE\*

Please download the below documents, complete, and upload.

- [Authority to Reject and Off...](#)

\*Response required

### 13.11 NON-COLLUSION AFFIDAVIT\*

Please download the below documents, complete, and upload.

- [Non-Collusion Affidavit.pdf](#)

\*Response required

### 13.12 DBE AFFIDAVIT\*

Please download the below documents, complete, and upload.

- [DBE Unavailability Certific...](#)
- [Affidavit of DBE.pdf](#)
- [Affidavit of Intended DBE.pdf](#)

\*Response required

### 13.13 WORKERS COMPENSATION CERTIFICATE\*

Please upload the applicable document(s) here as part of your bid response.

\*Response required

### 13.14 EMPLOYER LIABILITY INSURANCE CERTIFICATE\*

Please upload the applicable document(s) here as part of your bid response.

\*Response required

### 13.15 GENERAL LIABILITY COVERAGE\*

Please upload the Commercial General Liability Insurance Certificate with Declaration(s) page here as part of your bid response.

\*Response required

### 13.16 AUTO LIABILITY COVERAGE\*

Please upload the Commercial Auto Liability Insurance Certificate and applicable document(s) here as part of your bid response.

\*Response required

### 13.17 WARRANTY INFORMATION\*

If warranty information has been requested with this bid, please upload the applicable information here.

\*Response required

### 13.18 ADDITIONAL INFORMATION

If any section required you to provide additional information, you would upload it to this section here. If you wish to provide any additional information about your bid that has not already been addressed then you would do so here.

### 13.19 SUBMITTAL OF BID BY CERTIFIED PERSONNEL\*

By submitting a bid to the County, the individual submitting is confirming that they are authorized to do so on behalf of the Company named in the Bid.

Please confirm

\*Response required