

REQUEST FOR PROPOSALS

RFP 16-08

Fleet Maintenance

for



Opportunity Enterprises

and



Porter County Aging and
Community Services

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1. NOTICE OF REQUEST FOR PROPOSALS

Opportunity Enterprises (OE) and Porter County Aging and Community Services, Inc. (PCACS), (herein referred to as “the Agencies”) are seeking Proposals for a Contractor to institute a Maintenance Operation for Preventive Maintenance and Repair of the Agencies’ fleet of vehicles and equipment (see Exhibit A for subject list of vehicles and equipment) and related responsibilities.

A copy of this Request for Proposal can be obtained from either:

Bruce Lindner Executive Director and Transit Director for PCACS
1005 Campbell Street
Valparaiso, Indiana 46385
(219) 464-9736
bhlindner@portercountyacs.org
or on the PCACS website: www.portercountyacs.org

OR

Claudia Taylor Director of Transit for Opportunity Enterprises
2801 Evans Street
Valparaiso, Indiana 46385
(219) 464-9621
Claudia.Taylor@oppent.org
or on the OE website: www.oppent.org

An optional Pre-Proposal Conference will be conducted at **PCACS, 1005 Campbell Street on Wednesday, February 10, 2016 at 10:00am CST**. A vehicle will be on-hand for potential contractors to view.

Proposals will be accepted until 12:00pm CST on Friday, March 4, 2016 at PCACS Office at 1005 Campbell Street, Valparaiso IN 46385. Please send one (1) signed and executed original of the Proposal and five (5) additional copies.

Solicitation Schedule – all times are local times and subject to change

- Pre-Proposal Conference: Wednesday, February 10, 2016 at PCACS at 10:00am CST
- Deadline for Submitting Questions: Wednesday, February 17, 2016, at 3:00pm CST
- Deadline for Submission of Proposals: Friday, March 4, 2016 at 3:00 pm CST
- Interviews with Proposers during the week of March 14, 2016
- Contract Award: April 2016

- Contract Start Date: May 1, 2016

The Agencies reserve the right to reject any and all Proposals, to waive any and all informalities or irregularities, to negotiate with any qualified Proposers, and to accept or reject all proposals as deemed in the best interest of the Agencies.

2. INSTRUCTION FOR PROPOSERS

Background

PCACS currently operates a fleet of ten (10) buses and OE operates a fleet of eighteen (18) buses (see Exhibit A). Each agency is responsible for their own rolling stock asset and operation management. An electronic spreadsheet of fleet vehicles is included.

Vehicle and equipment repairs and preventative maintenance are currently performed based on manufacturer's specifications.

This Request for Proposals (RFP) is intended to secure the services of an experienced Contractor to provide preventative maintenance services, routine repair work and warranty work as necessary for the Agencies.

Terms

Where the following terms occur herein, the intent and meaning shall be as follows:

Proposal(s): Proposal(s) may refer to a quote, proposal, sealed bid, or set of qualifications that is to be submitted by the Proposer.

Proposer: Proposer(s) shall refer to a firm, agent, company, or person submitting a Proposal(s).

Solicitation: Refers to this document.

Contractor: Contractor shall mean the individual, partnership, or corporation (or legally authorized representative, if the context so requires) who or which agrees, for a stipulated sum, to perform the work or service, or to furnish materials or equipment, or both, as set forth in a contract with the Agencies of the State of Indiana.

Contract: Contract shall mean an agreement executed by the Agencies and the Contractor for the performance of the work and services, and the furnishing of materials or equipment, or both, as set forth in this Request for Proposals. The documents that will form the Contract include this "Request for Proposals," all Exhibits hereto, the winning Proposer's "Proposal," and the subsequent "Contract Agreement."

Contracting Officer(s): Contracting Officer(s) shall mean the designated representative(s) of the Agencies with the authority to direct and modify the Contract Agreement with the Contractor.

Fleet: Fleet shall mean all of the units listed as well as units that may be added to or deleted from the Agencies' fleets, subject to agreement by the Contractor.

Request for Proposal Intent

It is the intent of the Agencies to procure the services of an experienced Contractor who will be responsible for the maintenance and repair of twenty-eight (28) buses.

The goals of this procurement include:

- Reduced overall fleet maintenance cost.
- Improved vehicle and equipment availability.
- Increased overall fleet operating efficiencies including a reduction in capital expenditures for fleet assets.
- Dependable over the road support.

The Agencies intend to conduct a three-step procurement for these fleet management and maintenance services. Step one is the evaluation of the written proposals submitted in response to this RFP. Step two is scheduling interviews and presentations by responsive Proposers, and step three the negotiation of the final Agreement with the awarded Contractor whose proposal is ranked highest.

The Agencies expect the final Agreement to be similar to and include all the work elements of the Scope of Work within this RFP.

Substantial deviations from the minimum requirements of this RFP and the Scope of Work may be considered at the discretion of the Agencies.

Qualifications of Proposers

The Agencies may make such investigation as they deem necessary to determine the ability of a Proposer to furnish the required services, and the Proposer will furnish to the Agencies all information and data for this purpose as the Agencies may reasonably request.

The Agencies reserve the right to request a tour of qualified Proposers' current fleet maintenance and management locations prior to Contract award.

The Agencies reserve the right to reject a Proposal if the evidence submitted by or the investigation of such Proposer fails to satisfy the Agencies that such Proposer is properly qualified to carry out the obligations of the Contract and to deliver the equipment and services described herein.

Method of Award

The Agencies will enter into contract negotiations with the highest-ranked Proposer based on the combined scores of the written proposal, any oral presentation, any site visitations, and evaluations by the agencies.

The Contract will be awarded to the most qualified Proposer whose offer conforms to the Request for Proposals and whose offer is most advantageous to the Agencies. This RFP

specifies the Scope of Work required for this project. The successful Proposer, to whom an award is made, is required to enter into a Contract with the Agencies. The Agencies reserve the right to delete, add to or alter provisions of the Contract prior to execution and any amendments thereafter shall be mutually agreed upon in writing.

Evaluation of Criteria

The Agencies will designate an evaluation and selection Committee who will use the following evaluation criteria to evaluate Submitted proposals, with the general evaluation categories and total possible score per category being as follows:

	Score
<i>Proposal Cost</i>	25
<i>Proposer’s experience measured in terms of Proposer’s performance in fleet management and maintenance for similar fleets. Proposer must possess a minimum of ten (10) years of experience in performing fleet management and maintenance with fleets of comparable size and mix.</i>	20
<i>Responsiveness to RFP Requirements measured in terms of the Proposer’s approach to meeting the requirements of the Scope of Work and satisfying PCACS’s and OE’S goals as outlined in the INTENT section of this RFP.</i>	20
<i>Qualifications measured in terms of relevant experience of key personnel and their ability to execute the project. Included in this evaluation is key management personnel responsible for the oversight of this contract, which will be measured in terms of tenure with the company and years at current position. Proposers should provide address of nearest support office in relationship to this contract</i>	20
<i>Understanding of the project measured as the Proposer’s perception of the issues to be addressed in this project.</i>	15
	100

3. PROPOSAL SUBMISSION REQUIREMENTS

Proposer will submit a Proposal for both Agencies' fleet management and maintenance project to meet the minimum requirements identified. The requirements stated herein do not preclude the Proposer from furnishing additional information as deemed appropriate. Substantial deviation from the minimum requirements stated herein may be cause for rejection from further consideration.

Part I - Understanding

Proposer will include in Part I an understanding of the specific fleet management and maintenance issues facing the Agencies and a general statement of the solutions the Proposer plans to offer the Agencies.

Part II - Scope of Services

Proposer will include in Part II their approach to completing the work elements described in the Scope of Work section of this RFP. The Scope of Services will address each task in the Scope of Work, listed numerically to correspond with the RFP.

Part III - Management Approach

The Proposer's approach to management of both the fleets and this assignment are to be included in Part III. This section should include complete staffing and management information, including a listing of full-time equivalent personnel. A reporting structure will be provided along with the specific responsibilities of each delineated position. The Proposer's Management Approach should include Quality Control programs and other Management Control programs deemed necessary by the Proposer for effective fleet management and maintenance.

In addition, Proposers are required to submit a corporate organizational structure with a description of support services provided by other than on-site personnel.

Part IV – Description of Maintenance Management System

Proposers should include in their Proposals to the Agencies a complete description of the Contractor's maintenance management system, including sample reports.

Part V - Transition Plan

Proposers should include in Part V complete details regarding their proposed start-up plan for the Contract with the Agencies, including additional staffing and corporate resources that will be utilized during the transition. Proposers should pay particular attention to the issues the Contractor and the Agencies will face during the transition from their current contracted services.

Proposers should outline any additional costs to the Agencies associated with the transition.

Part VI - Qualifications and Experience

Proposals must include in Part VI a brief summary of applicable past experience to show proven and demonstrated ability to execute the requirements of the RFP. Proposals must include a minimum list of **three (3)** current clients for whom the Contractor provides similar fleet management and maintenance. The listing should contain the following information for each client:

- a. Contact name and title
- b. Address
- c. Phone number
- d. Type and composition of fleet
- e. Number of vehicles and pieces of equipment
- f. Period of performance
- g. Whether Contractor converted the fleet maintenance from the client's former in-house operation or Contractor assumed a previously converted fleet maintenance program
- h. Services provided

Part VII - Cost Proposal

Part VII will include the Proposer's complete cost for the first year, markup on reimbursable items (Non-Target), and regular and overtime labor rates for directed work and emergencies.

Additional costs associated with transition costs from in-house to contracted services should be outlined separately and clearly stated in this section of the Proposer's Proposal.

Any exceptions to the requirements or pricing assumptions of this RFP taken by the Proposer in formulating the Proposer's cost Proposal must be clearly stated and explained in this section.

Cost Methodology/Breakdown:

Labor: The price for actual labor hours expended in servicing the equipment should be stated as a per hour rate.

Parts and Tires: Parts and tire pricing should be stated as an amount that can be quantified by the PCACS. The Proposer should provide its specific prices for the items given below.

Non-Target: Non-target services and parts are reimbursable items. These are items that will be reimbursed monthly by the Agencies to the Contractor at the Contractor's actual incurred cost, plus the Contractors' proposed markup. Reimbursable items include the following cost items:

Parts/Supplies/Outside Services

Capital Expenditures

Directed Items

The actual cost of accident repairs, towing, or transportation for accidents shall not be included as part of the Non-Target rate.

Additional Costs or Fixed Price: Any additional costs that may be affixed to this service. Administrative accident services are to be included in this category. The cost to administer outside repairs shall be included in Additional Costs or Fixed Price.

Adjustments to Price:

Annual Adjustments: *Any fixed Price and the price of labor will be adjusted based upon adjustment in the Consumer Price Index (CPI), as reflected in changes to that index from the date of implementation of this contract and adjusted every year at the anniversary of the start date.*

Part VIII – Exhibits

All Exhibits must be signed and submitted with the Submitter's Proposal.

Part IX - Other Requirements

Proposers will fully inform themselves on conditions, requirements, and specifications before submitting their Proposal. Failure to do so will be at Proposer's own risk and the Proposer cannot secure relief by plea of error.

FAILURE TO INCLUDE ALL REQUIRED SUBMISSION MATERIALS MAY RENDER THE PROPOSAL NON-RESPONSIVE, AS DETERMINED BY THE AGENCIES.

4. GENERAL TERMS AND CONDITIONS

Incurring Costs

All costs incurred in the preparation and submission of Proposal will be borne by the Proposer.

Modification or Withdrawal of Proposals

Proposals may be modified or withdrawn in person by written notice received at any time prior to the closing date and time specified. Proposals may be withdrawn in person by an authorized representative of the Proposer.

Protest Procedures:

Protests based upon restrictive specifications or alleged improprieties in a solicitation that are apparent prior to proposal opening must be received by the Agencies, in writing, three (3) business days prior to the deadline date for submission of proposals.

Protest of a decision concerning a contract award made by the Agencies must be received by the Transit Directors in writing within five (5) business days after the date of the contract award.

A protest shall include the name and address of the protestor, the bid/proposal number, the grounds for the protest, and any supporting documentation. The Transit Directors shall notify the protestor, in writing and in a timely manner, of its receipt of the protest.

If the protest is received prior to the bid/proposal opening, all interested parties may be notified and the opening of bids/proposals may be postponed. If the protest is received after a contract award, the award may be withheld until a local decision is rendered concerning the protest.

The Transit Directors will review the protest with any supporting documents submitted and the FTA Circular 4220.1F. The Transit Directors shall perform an investigation of the protest. The Transit Directors then will present the results of the investigation to the Board of PCACS and the Board of OE.

The Boards will review the results and provide a decision. The Transit Directors shall notify all affected parties of such decision in writing.

Any protest which is not resolved at the local level between the Agencies and the protestor may be filed with the Federal Transit Administration (FTA) in accordance with the Protest Procedures outlined in FTA Circular 4220.1F.

Solicitation of Amendments

In the event an amendment to this RFP is issued, all solicitation terms and conditions will remain in effect unless specifically changed by the amendment. Proposers must remit an acknowledgment of receipt of such amendment(s) to the place designated. The acknowledgment must be remitted prior to the hour and date specified for receipt of Proposals in the amended RFP by:

- a. Returning one signed copy of the amendment.
- b. Acknowledging receipt of the amendment on at least one signed copy of the submitted Proposal.
- c. Submitting a signed letter which acknowledges the amendment(s) and refers to the RFP and amendment number(s).

If a Respondent desires to change a Proposal that already has been submitted, the change may be made by a signed letter that refers to the RFP and amendment number(s). The letter must be received at the designated place, prior to the hour and date specified for receipt of Proposals in the amended RFP.

ALL SIGNATURES ON PROPOSALS, AMENDMENTS, OR RELATED CORRESPONDENCE MUST BE BY PERSONS WHO ARE AUTHORIZED TO CONTRACTUALLY BIND THE PROPOSER.

Mandatory Insurance Requirements

Prior to the commencement of the Agreement, the Contractor shall obtain and keep in full force and effect until the termination of the Agreement, the following insurance with an insurance company licensed and qualified to do business in the State of Indiana, as evidenced by a Certificate of Insurance. Alternatively, Contractor may provide sufficient evidence of self-insurance capabilities.

- **Worker Compensation - Statutory minimum limits**

Employers' Liability with a minimum of \$1,000,000 combined single limit.

- **Commercial General Liability**

Minimum \$1,000,000 combined single limit of Bodily Injury and Property Damage per occurrence including the following coverage:

- Contractual Liability
- Premises and Operations
- Independent Contractors
- Completed Operations and Product Liability
- Personal Injury

- **Automobile Liability**

Minimum \$1,000,000 combined single limit of Bodily Injury and Property Damage per occurrence including the following:

- Owned automobiles
- Hired automobiles
- Non-owned automobiles

- **Garage Keeper's Legal Liability**

Minimum Limits - \$1,000,000 per occurrence

Indemnification

The Agencies will protect, defend, indemnify and hold harmless the Contractor and its partners and their respective agents, servants and employees from any and all claims, suits, costs, damages, expenses and liabilities arising from: (i) the Agencies' failure to comply with its obligations to governmental bodies having jurisdiction over the Agencies and the vehicles or its failure to comply with the terms of this Agreement, or the Agencies, condition, use, maintenance and/or operation of the vehicles; (ii) any liability imposed upon or assumed by the Agencies under any Worker's Compensation Act, plan or contract and any and all injuries (including death) or property damage sustained by the Agencies or any driver, agent, servant or employee of the Agencies.

Contractor shall protect, defend, indemnify, and hold harmless the Agencies and its agents, servants, and employees from any and all claims, suits, costs, damages, expenses, liabilities caused (i) by Contractor's negligence in performing its maintenance obligations under this lease, and (ii) without error, intent, or omission of the Agencies while a vehicle is within Contractor's sole care, custody and control.

It is the intention of the parties to this Agreement that neither party shall be required to indemnify the other for any claims, suits, costs, damages, or liabilities to the extent the same are caused by the other party's negligence. Because a dispute may arise between the Agencies and Contractor as to the legal cause of an occurrence, the parties agree that the handling and disposition of third party claims should not await the determination of legal cause as between the Agencies and Contractor; the parties therefore agree as follows:

- (i) It shall be the primary obligation of the Agencies and its insurance carrier to investigate, defend, settle, or litigate third party claims as the merits of the third party claims indicate. All rights of the Agencies and its insurance carrier against Contractor are preserved and are not to be considered waived by such action.
- (ii) Promptly after the Agencies learn of the happening of an occurrence in which the Agencies or its insurance carrier finds there is probable cause to believe that the Contractor may have been negligent, the Agencies shall notify the Contractor of the

happening of such occurrence to allow the Contractor and its insurance carrier to investigate such occurrence. Contractor may then decide to take no action pursuant to subparagraph (i) above or join in the defense or settlement of the claims arising out of such occurrence, as Contractor deems proper under the circumstances. No such action by the Contractor shall be deemed an admission of liability for such occurrence, and all rights of Contractor against the Agencies are preserved and are not to be considered waived by Contractor taking any action pursuant to this subparagraph (ii).

(iii) After the disposition of a third party claim, each party to this lease may pursue its legal remedies against the other pursuant to the indemnification provisions contained in this Paragraph.

Working Conditions

In the performance of the Agreement, the Contractor shall adopt working conditions, and other employment policies which meet the approval of the Agencies, provided however, that such policies comply with applicable federal or state laws.

Job Safety Compliance

It shall be the responsibility of the Contractor to comply with all the provisions applicable to the Occupational Safety and Health Act as enforced by the U.S. Department of labor and to require all employees to comply with this law and all regulatory State or local laws affecting job safety.

At a minimum, Contractor will provide a written Safety Program and a safety-training program for maintenance facility employees.

It shall be the Contractor's responsibility to maintain throughout the contract period a safety and accident prevention program that meets requirements of federal, state and local codes and all other authorities having jurisdiction over this work.

Equal Opportunity Compliance

The Proposer must comply with the Agencies' EEO and Affirmative Action programs that meet or exceeds all federal, state and agency regulations and policies. The attached Exhibit C and D relate to Equal Opportunity Employment and Disadvantaged Business Enterprises and are hereby incorporated into this Agreement by reference.

The Contractor understands that this Exhibit is a condition of this Agreement and agrees to comply with the provisions contained herein.

Contractor as Independent Contractor

It is expressly agreed and understood that the Contractor is in all respects an Independent Contractor as to the work, and that the Contractor is in no respect an agent, servant or employee

of the Agencies. This Contract specifies the work to be done by the Contractor, but the method utilized to accomplish the work shall be the responsibility of the Contractor.

Subcontracting

Contractor may subcontract services to be performed hereunder with the prior approval of the Agencies, which shall not unreasonably withhold approval. No such approval will be construed as making the Agencies party of, or to, such subcontract, nor shall approval be construed as subjecting the Agencies to liability of any kind to any Subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of its liability and obligation under this Contract; and despite such subcontracting the Agencies shall deal through the Contractor.

PCACS and OE Representative(s)

Unless provided otherwise elsewhere in the Contract, the Agencies may authorize representatives to act on behalf of the Agencies on all matters relating to this Contract and/or services being performed hereunder. The representatives shall decide all questions that may arise as to the quantity, character and quality of services performed or to be performed pursuant to this contract.

Inspection of Work

The Contractor shall furnish the Agencies or authorized representatives with every reasonable opportunity to determine whether or not the work is performed in accordance with the requirements of the Contract. The Agencies may appoint qualified persons to inspect the Contractor's operations and equipment, and Contractor shall permit these authorized representatives to make such inspections at a reasonable time and place.

The Contractor shall provide read-only access to the Agencies-related FMIS data as an additional means for the Agencies to inspect the Contractor's work.

5. SCOPE OF WORK

5.1 CONTRACT TERM

The duration of the Contract will be from **May 1, 2016 to April 30, 2021**, not to exceed five years, per FTA C 4220.1F, Chapter IV, Section 2.e.

5.2 SERVICE REQUIREMENTS

The scope of services required by the Agencies in connection with this Request for Proposals covers the entire spectrum of vehicle maintenance & repair services required to keep the transit fleet in a state of good repair and service readiness consistent with generally accepted fleet maintenance and operational practices. The Vehicle Maintenance Contractor selected by the Agencies to provide services pursuant to this RFP will be required to:

- Provide preventive maintenance services in accordance with the manufacturers' recommended schedule and warranty requirements for each vehicle in the transit fleet. Preventive maintenance activities shall include servicing all vehicle systems, including wheelchair lifts, if so equipped. The Preventive Maintenance documentation shall be completed and submitted to the either PCACS or OE, whichever owns the vehicle, following each preventive maintenance servicing. Vehicle Maintenance Contractor shall ensure that all components of each vehicle, including but not limited to its body, frame, mechanical, electrical, hydraulic or other operating systems are maintained in proper working condition, free from damage and malfunction.
- Provide responsive unscheduled repairs, as needed, in order to ensure that a sufficient number of transit vehicles are available to meet the daily service needs. This includes providing emergency roadside service in response to unplanned mechanical breakdowns and coordinating vehicle towing activities, as required. Unscheduled repairs shall be considered a high priority and be completed in a timely manner.
- Provide adequate staffing necessary to maintain the fleet. The Vehicle Maintenance Contractor shall have certified mechanics on duty or on-call at all times when transit vehicles are in service to respond to maintenance needs and road calls.
- Coordinate outsourced repairs, which cannot be performed by the Vehicle Maintenance Contractor, such as repairs to upholstery, body & paint, glass replacement, tire replacement, etc.
- Complete annual vehicle safety inspections on each vehicle in the transit fleet. Annual safety inspections shall be completed by an ASE, or equivalent, certified mechanic, and will include all safety components and all ADA-related equipment.

- Provide estimates and obtain work order authorization from the Agencies' authorized representative prior to completing work.
- Notify the appropriate Agencies authorized representative within 30 minutes of completing work that the vehicle is ready to be placed back into service.
- Provide the appropriate Agency with detailed work orders upon completion of all repairs, to include time of repair, part costs, diagnosis, trouble shooting, and corrective actions taken.
- Provide timely itemized billing to the appropriate Agency following the completion of services.

Expectations

Many people in Porter County rely on the services of PCACS and OE as their sole means of transportation. Reliability of service is critical. CONTRACTOR shall respond to service requests in a timely manner and make every reasonable effort to get the vehicles maintained and repaired so that the Agencies can maintain normal service. The Agencies expect a turn-around time of 24 hours for maintenance unless additional or emergency repairs are required.

1. **Work Guaranteed:** CONTRACTOR shall guarantee all work performed on the vehicle, including parts and labor, for 2 months or 10,000 miles, whichever is longer.
2. The Agencies will be responsible for routine cleaning of the interior and exterior of all vehicles.
3. The Agencies will submit service requests to CONTRACTOR as needed. This will be delivered in paper form.
4. **Interface with the Agencies:** Effective communication between the Agencies and CONTRACTOR is critical to the Agencies service quality.
5. **Compliance with Regulatory Agency Requirements:** All services provided under contract shall conform to all requirements of all Federal, State, and/or local regulatory Agencies.
6. **Changes in Subsidiary Duties:** The Agencies may request changes in CONTRACTOR's reporting requirements, training and safety programs, and inventory requirements that do not result in changes to the service level. If CONTRACTOR declines such requests, or such request would result in a material increase in CONTRACTOR's costs or in the time required for performance, CONTRACTOR shall notify the Agencies within seven (7) days after receipt of such request and shall submit a claim detailing such objections and/or increases. The parties shall negotiate an equitable settlement of CONTRACTOR's claim, which reflects actual increases or decreases in CONTRACTOR's total costs to perform contract caused by the change in question.
7. **Mechanic Qualifications & Training:** CONTRACTOR shall have only ASE Certified mechanics working on the Agencies' vehicles. CONTRACTOR shall provide for adequate wheelchair lift

training to its mechanics so that the CONTRACTOR can both maintain and repair the Agencies' wheelchair lifts.

8. **Mechanic Appearance:** CONTRACTOR employees shall have a professional appearance and manner when working on and test driving the Agencies' property
9. **CONTRACTOR Work Rules on the Agencies property:** The following rules shall be enforced by the Agencies:
 - i. No employee of the contractor will be permitted to smoke, eat, or drink within the Agencies' transit vehicles.
 - ii. Boisterous language, profanity, or incivility to anyone shall not be permitted, on the Agencies' property.
 - iii. No employee of the contractor shall purchase, consume, or be under the influence of any narcotic, intoxicant, or harmful drug while on the Agencies' property or inside the Agencies' vehicles.
 - iv. Contractor shall be responsible for keeping the Agencies' vehicles clean while in their possession.

The Agencies reserve the right to determine the suitability of any CONTRACTOR employee to work on transit vehicles. Such a determination may be related to performance of service, complaints, on time performance, reporting, communication, or other work related performance issues. The Agencies may direct the CONTRACTOR to stop using an employee for the maintenance and/or repairs transit vehicles. CONTRACTOR will be notified in writing of any such determination. CONTRACTOR employee reassignment can be for any reason the Agencies deems sufficient enough to maintain its fleet readiness. Compensation for any employee reassigned will be solely the CONTRACTOR'S responsibility.

The Contractor will provide written response for the Agencies' use regarding issues raised in public meetings pertaining to services provided by the contractor and/or the actions of its employee.

Confidentiality: All reports and documents prepared by CONTRACTOR in connection with the performance of this Agreement shall be considered as confidential by CONTRACTOR until they are released by the Agencies to the public. CONTRACTOR shall not make any such documents or information available to any individual or organization not employed by CONTRACTOR or the Agencies without the written consent of the Agencies before any such release.

The Contractor shall provide scheduled preventive maintenance, including tire replacement, remedial repairs, towing, and other associated fleet management services required to ensure the continuity of effective and economical operation of the Agencies' vehicles and equipment.

The Contractor will furnish all necessary supervision, labor, parts, supplies and sub-contract work required to maintain the fleet in a state-of-good repair and service consistent with

generally accepted industry fleet practices, and as more specifically defined in this RFP. The Contractor will effectively adhere to the life-cycle standard in fleet repairs/replacement.

In addition, the Contractor will provide and maintain a permanent, detailed, electronic record for each vehicle in order to provide a database for detailed maintenance and operating information for the Agencies.

Hours of Service

The Proposer's shop shall normally be open from at least 7:00 am to 5:00 pm, Monday through Friday. Vehicles and equipment shall be accepted for service during these hours of operation. Proposer may recommend alternate hours of operation and staffing plans that are beneficial to the Agencies.

5.3 PREVENTIVE MAINTENANCE

A preventive maintenance (PM) program will be established for all vehicles and equipment that are the responsibility of the Contractor. The PM program will be designed in accordance with recognized industry standard fleet management practices and will meet the terms and conditions necessary to comply with the original equipment manufacturer's (OEM) specifications, or other specific warranties and recommendations.

At a minimum, the Contractor must perform a preventive maintenance inspection on each vehicle and piece of equipment on an established schedule according to manufacturer's specifications.

Routine Maintenance and Repairs

Perform repairs as required within the limitations set in this RFP, road test and correct deficiencies.

Scheduling

PM activities should interfere minimally with the operator's normal work schedule. Therefore, vehicle and equipment PMs should be scheduled at times mutually agreed to by the Contractor and the Agencies. The Contractor shall develop and provide an automated PM schedule to the Agencies with sufficient lead time that the Agencies can give five (5) working days notice to the vehicle user. PM schedule notification, referencing both the department and unit number, shall be provided by email to the designated representative. The Agencies, the designated representatives, and the vehicle and equipment operators will be responsible for keeping scheduled appointments for preventive maintenance.

Proposers are asked to include in their proposals policies regarding PM appointments missed by PCACS and OE and vehicle operators.

Performance

The timely performance of preventive maintenance is the responsibility of the Contractor for the fleet vehicles listed in Exhibit A. It is the Contractor's responsibility to schedule and perform the scheduled preventive maintenance.

It is the responsibility of the Contractor to pick up the vehicles at the end of the service day and deliver vehicles for PMs as scheduled.

It is also the responsibility of the Contractor to return the vehicles to the Agencies as quickly as possible so as not to disrupt the daily transportation schedule.

5.4 REPAIRS

The Contractor shall make specific repairs to vehicles and equipment that malfunctions or breaks down, are identified during a PM inspection, or reported by users. Repairs shall be made as required, limiting the nature and extent of repairs to those that are consistent with the age, mileage, and cost-to-repair criteria of good fleet maintenance.

Repair Limitations

The Contractor shall not be held responsible for repair to a vehicle that is the result of an accident, natural disaster or driver misuse.

Road Calls

The Contractor shall provide emergency road service calls, including towing service, for vehicles in the Agencies' fleets. The Contractor shall have persons on call to expeditiously handle vehicle breakdowns. The Agencies shall not provide service vehicles from its fleet.

The Contractor shall provide emergency road service for vehicles outside of normal shop hours. This service must be available at all times that buses are operational and during declared emergencies and natural disasters.

Warranty

The Contractor shall administer all warranties, both for vehicles and parts, associated with management of this fleet. The equipment manufacturer will reimburse such warranty work directly to the Contractor where possible. Payments and adjustments received by the Contractor for warranty work shall be credited to the Agencies.

Re-work

The Contractor shall track and identify multiple repairs for the same deficiency on the same vehicle (re-work).

These minimum standards may be adjusted by the Contractor to reflect the Agencies' fleet composition. Any adjustments should be clearly stated in the Contractor's proposal to the Agencies.

Outside Repairs

The Contractor shall be responsible for arranging and managing the conduct of outside repairs that cannot be performed economically in-house; and shall be responsible for continued review of the need for specific outside repairs as opposed to performing in-house repairs. These outside repairs may include body work and painting, glass replacement, transmission sealing and repair, and such other work that cannot be reasonably performed at Contractor's repair facility. The Contractor's plan for outside repairs shall be stated in the proposal.

The plan shall be periodically and informally reviewed by the Agencies and the Contractor to ensure that the outside repair versus in-house repair decision remains justified. The cost to administer outside repairs shall be included in Additional Costs or Fixed Price. The Contractor's administrative responsibilities for outside repair shall include paperwork, invoicing, quality control, vehicle movement, vehicle security, etc. Subcontractor invoices will be accepted solely by the Contractor.

Accidents

The Contractor is responsible for administering accident repairs, which at a minimum, shall include processing accident repairs including appraisals, obtaining repair bids, transportation of vehicle to/from repair site, repair quality and timeliness, and shall be responsible for the payment of invoices.

5.5 PARTS SUPPLY

The Contractor shall furnish all parts and supplies necessary to maintain and repair vehicles and equipment. Parts installed by the Contractor shall meet OEM specifications.

Inventory

The Contractor shall maintain an adequate parts inventory. An automated parts management information system shall be used to monitor the parts inventory and track parts usage on the Agencies' fleets. At a minimum, the electronic system shall be capable of generating a complete inventory, part cost, and a usage rate history for each part normally stocked.

Proposers shall describe their program for inventory control, ability to provide volume-purchasing programs, and plans to utilize local vendors and suppliers, as appropriate, in their Proposals to the Agencies. Sample parts/inventory reports are to be included as part of your Proposal.

In addition, throughout the contract term, the Agencies will coordinate with the Contractor all impending vehicle and equipment retirements, so that arrangements can be made in sufficient time to dispose of parts in inventory that are unique to such vehicles prior to their removal from the fleet. The Agencies will further allow the Contractor to dispose of parts through the Agencies' vehicles and equipment auctions.

Parts costs, outside of routine preventative maintenance, such as belts, hoses and tires will be invoiced at a mutually agreed upon rate as used in servicing the vehicles and are not included in the additional costs or fixed rate.

5.6 REPORTING

The following minimum requirements for reporting and record keeping will be in effect for the term of the contract. Proposers are asked to submit, as part of their Proposals to the Agencies, any additional reporting methodologies they would recommend enacting in the best interest of the Agencies and the management of the Agencies' fleets.

Records

Upon prior notice to the Contract Project Manager, the Contractor shall provide the Agencies authorized representative(s) access at all reasonable times to electronic and hard data (**Reference Section 5.6: Fleet Management Information System**), books, records, correspondence, instructions, plans, drawings, receipts, vouchers, and memoranda related to the Contractor's fleet management and maintenance services for the Agencies.

Files

The Contractor shall maintain a complete file of service manuals, service bulletins, lubrication charts and other information needed to properly service and repair the Agencies' fleets.

An electronic history file shall be maintained by the Contractor for each vehicle. This file will contain all work orders generated for the vehicle. The file shall also contain the vehicle's make, model, year and serial number along with invoice information. Vehicle history will be supplied to the Agencies by the Contractor upon request.

All relevant electronic data (stored in the Contractor's system) shall be made available to the Agencies' authorized representatives at any time during the contract. The software and the hardware used to operate the maintenance management system shall be owned and maintained by the Contractor.

Weekly Report

The Contractor shall generate a weekly report for delivery. The weekly report shall be in memo format and shall include from the previous week's activity:

- a. A listing of vehicles not delivered for a scheduled PM.
- b. Repair activity on each vehicle.
- c. A status report on vehicles out of service for more than seven (7) days.
- d. Summary Work Order with detailed cost figures for each vehicle repaired.

Monthly Report

The Contractor shall provide a consolidated monthly management report. This report shall include, but not be limited to:

- a. General activity within the project for the month
- b. Costs for accidents.
- c. Discovery or indication of abuse by the vehicle user in excess of normal wear and tear.
- d. Number of vehicle PMs scheduled/completed.
- e. Problem/accident summary.

Annual Customer Review (ACR)

The Contractor shall provide the Agencies with a written annual performance report, which summarizes the year's activity, within thirty (30) days following the end of the contract year. The annual performance report should include yearly data for those categories presented in the monthly reports, as well as any additional performance information the Contractor believes should be included.

Invoices

Parts and other non-included items will be invoiced as used. **The amounts charged for these items are to be specified in the Proposal response by the Proposer.**

The Contractor shall prepare verification data of any items questioned for the amount claimed and provide complete cooperation during the investigation of any items in the invoice subject to question. The Agencies will be responsible for paying the undisputed amount of each month's invoice when individual invoice line items are awaiting dispute resolution.

5.7 FLEET MANAGEMENT INFORMATION SYSTEM

The Contractor will own, install, implement and maintain all hardware and software necessary for an electronic recordkeeping and reporting system for fleet services under this contract. The information system shall provide records of all repairs and servicing activities performed for each vehicle or piece of equipment manage PM scheduling and shop performance.

The Contractor's fleet maintenance management system must be a multi-user system capable of integrating all information pertaining to inventory, maintenance, repair, personnel, asset management, etc.

Proposers should include in their Proposals to the Agencies a complete description of the Contractor's maintenance management system, including sample reports. The Agencies may, at its discretion, request a real-time demonstration of the Contractor's system, as part of the oral presentations or visits to another of the Contractor's shops.

All costs associated with Section 5 of the RFP is included in the Additional Costs or Fixed Price.

5.8 OTHER SERVICES

Emergencies

The Contractor shall mobilize the shop and provide repair and maintenance services for the duration of emergency situations. Such service shall include adequate staffing up to the Contractor's maximum staffing level to ensure continued vehicle operations at a level determined to be required by the Agencies.

Labor costs are outside of normal hours of operation. Proposers are required to describe the emergency support that they can provide during declared emergencies that affect shop operations at the Agencies' facilities. Include backup systems and management support, other Contractor locations where equipment can be serviced and the availability of mobile repair units.

5.9 VALUE ADDED SERVICES

Purchases

The Contractor shall assist the Agencies in preparing purchase specifications for additional or replacement vehicles and service equipment as needed. In addition, the Contractor shall assist the Agencies with inspections and assessments of used vehicles and equipment under consideration for purchase or lease. The Contractor shall identify and nominate for the Agencies' purchase, other equipment that will reduce the cost of maintenance and/or improve the quality of vehicular services.

Other Services

Proposers may include in the Proposals other services that may improve the Agencies' efficiency, lower operating costs, and/or lower capital costs.

5.10 STAFFING PROVISIONS

The Contractor shall have the responsibility for selecting personnel to perform the services to be provided hereunder. The Contractor shall be required to perform pre-employment drug testing and background checks for all proposed Contractor employees.

5.11 PERFORMANCE

Right to Require Performance

The Agencies' failure at any time to require performance of any provisions thereof by the Contractor shall in no way affect the right of the Agencies thereafter to enforce same. Nor shall any waiver by the Agencies of any breach of any provision hereof be taken or held to be waiver of any succeeding breach of such provision or as a waiver of any provision itself

5.12 VEHICLE INSPECTION

The Agencies shall require the Proposer to bring all revenue vehicles to an Agency designated facility for an annual inspection. In addition to the annual inspection, the agencies shall require the Proposer to bring all revenue vehicles to the Agencies designated faculty "without notice" for additional inspections. The Proposer shall repair all safety-related deficiencies identified in the inspections before placing the vehicle back in revenue service. All non-safety deficiencies shall be repaired within seven (7) calendar days. Vehicles with deficiencies are subject to re-inspection by the Agencies to ensure that corrective repairs are properly made. All costs associated with the Proposer's personnel in getting vehicles to/from and during inspections shall be the Proposer's expense. All costs associated with correcting identified vehicle deficiencies shall be at the Proposer's expense.

6. GENERAL TERMS AND CONDITIONS ASSOCIATED WITH FTA CONTRACTS

1. FINANCIAL ASSISTANCE:

The work provided for in this Contract (Agreement) is financed, in part, through financial assistance received from the Federal Transit Administration (FTA) of the U.S. Department of Transportation under the authority provided by the Surface Transportation Act of 1982, as amended, the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991, the Transportation Efficiency Act for the 21st Century (TEA-21), and the Safe, Accountable, Flexible, and Efficient Transportation Equity Act - A Legacy for Users (SAFETEA-LU). As such it is subject to a grant agreement between FTA and the Agencies, which will be furnished to Contractor upon request. The Contractor is required to comply with all terms and conditions prescribed for third party contracts in the grant agreement between FTA and the Agencies.

2. CONTRACTS ADMENDMENTS:

Any proposed change in this Agreement shall be submitted to the Agencies for its prior approval, and when approved the Agencies will make the change by a written contract modification. The Agencies may at any time by written order, and without notice to the sureties, make changes, within the general scope of this contract in one or more of the following: (1) drawings, designs, or specifications; (2) methods of shipment or packing; and (3) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both; and the contract shall be modified in writing accordingly. The Contractor must request an adjustment under this clause within 15 days from the date of receipt of the notification change. The Agencies may decide to act upon the Contractor's request for adjustment at any time prior to final payment under the contract, provided the facts warrant such action.

Change Order Procedures: Within 15 days after receipt of the written change order to modify the contract, the Contractor shall submit to the Contracting Officer a detailed price and schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiations between the Proposer and Contracting Officer. At that time, both parties shall execute a detailed contract modification in writing. All changes in the contract that either increase or decrease the cost of, or the time required for the performance of any part of the work under this contract, thereby affecting the contract price or delivery schedule, shall be resolved by mutual agreement between the Proposer and the Agencies. Disagreements that cannot be resolved through negotiations shall be resolved in accordance with the contract disputes provisions of FTA Guidelines. Regardless of any disputes, the Contractor shall proceed with the work ordered, provided the Agencies have obtained the prior concurrence of FTA.

Notice of the acceptance of the change order will be made by the issuance of the Agencies, change order form to the Contractor. The Contractor will be required to evidence its acceptance of the change order by endorsing and returning to the Agencies the change order form within 10 days of its receipt thereof. The acceptance of the change order will bind the Contractor on his part to finish and deliver at his adjusted proposal price in accordance with conditions of said accepted proposal and specifications. The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, and specification or other change not properly ordered by written modification to the contract.

Price Adjustment for Regulatory Changes: If a price adjustment is indicated, either upward or downward, it shall be negotiated between the Agencies, and the Contractor for changes that are mandatory as a result of legislation or regulations that are promulgated and become effective between the date of proposal acceptance and the date of manufacture. Such price adjustment may be audited, where required.

3. ACCESS TO RECORDS AND REPORTS:

The following access to records requirements apply to this Agreement:

Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C. F. R. 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. The Contractor also agrees, pursuant to 49 C. F. R. 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.

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.

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 Agencies, 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).

4. FEDERAL CHANGES:

Proposer 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 Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Proposer's failure to so comply shall constitute a material breach of this contract.

5. NO GOVERNMENT OBLIGATION TO THIRD PARTIES:

The Agencies 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 to the Agencies, the Contractor, or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from the Agreement. 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 Sub-Contractor who will be subject to its provisions.

6. 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 Sub-Contractor who will be subject to the provisions.

The Proposer 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 sub-Proposer who will be subject to its provisions.

7. TERMINATION PROVISIONS

Termination for Convenience (General Provision): The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Proposer when it is in the Government's best interest. The Proposer shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Proposer shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Proposer has any property in its possession belonging to the (Recipient), the Proposer will account for the same, and dispose of it in the manner the (Recipient) directs.

Termination for Default [Breach or Cause] (General Provision): If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Proposer fails to perform in the manner called for in the contract, or if the Proposer fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Proposer setting forth the manner in which the Proposer is in default. The Proposer 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 the (Recipient) that the Proposer 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, the (Recipient), after setting up a new delivery of performance schedule, may allow the Proposer to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure (General Provision): The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Proposer [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Proposer fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Proposer of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) 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 (Recipient) from also pursuing all available remedies against Proposer and its sureties for said breach or default.

Waiver of Remedies for any Breach: In the event that (Recipient) elects to waive its remedies for any breach by Proposer of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

Termination for Convenience: The (Recipient), 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, the

Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Transportation Services): If the Proposer 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 Proposer fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Proposer a Notice of Termination specifying the nature of default. The Proposer 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 Proposer has possession of Recipient goods, the Proposer shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Proposer and (Recipient) 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 Proposer 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 the (Recipient).

8. SUSPENSION AND DEBARMENT PROVISIONS:

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to Executive Order 12549, as implemented by 49CFR Part 29, regarding government-wide debarment and suspension of Contractors. The Contractor agrees to sign required certifications. The Contractor agrees to pass this requirement on to sub-Contractors seeking subcontracts over \$25,000.

By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, (Recipient) may pursue available remedies, including suspension and/or debarment.

The prospective lower tier participant shall provide immediate written notice to (Recipient) if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact (Recipient) for assistance in obtaining a copy of those regulations.

The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by (Recipient).

The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.

Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, (Recipient) may pursue available remedies including suspension and/or debarment.

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

The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

9. CONTRACTS INVOLVING FEDERAL PRIVACY ACT REQUIREMENTS:

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

The Proposer agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Proposer agrees to obtain the express consent of the Federal Government before the Proposer or its employees operate a system of records on behalf of the Federal Government. The Proposer understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

10. CIVIL RIGHTS REQUIREMENTS:

Civil Rights - Pursuant to 29 U.S.C. § 623, 42 U.S.C. § 2000; 42 U.S.C. § 6102, 42 U.S.C. § 12112; 42 U.S.C. § 12132, 49 U.S.C. § 5332; 29 CFR Part 1630, 41 CFR Parts 60 et seq.; the following requirements apply to the underlying contract:

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 applicable Federal implementing regulations and other implementing requirements FTA may issue.

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.

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.

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.

11. BREACHES AND DISPUTE RESOLUTION:

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

Performance during Dispute: Unless otherwise directed by the Agencies, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages: Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing

to such other party within a reasonable time after the first observance of such injury of damage.

Remedies: Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between the Agencies and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Indiana.

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

12. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

The Contractor or Sub-Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

The (prime) Contractor shall not terminate a DBE Sub-Contractor for convenience and then perform that work with its own forces or its affiliate.

Prime Contractors must make payment to Sub-Contractors for satisfactory performance of their contracts no later than 30 days from the receipt of each payment made by the Agencies to the prime Contractor.

If retainage is withheld by from the Sub-Contractor, prompt and full payment must be made by the prime Contractor to the Sub-Contractor within 30 days after the Sub-Contractor's work is satisfactorily completed.

A Sub-Contractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Agencies. When the Agencies have made an incremental acceptance of a portion of a prime contract or a progress payment, the work of a Sub-Contractor covered by that acceptance is deemed to be satisfactorily completed.

Any delay or postponement of payment to Sub-Contractors may only take place for good cause. Any such delay or postponement requires the prior written approval of the Agencies.

If any of these conditions are not met, the Agencies reserve the right to withhold payment until the Agencies are satisfied that these conditions are met.

The Contractor agrees to place this clause in all subcontracts.

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 4220.1E, 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 Proposer shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

14. LOBBYING:

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]:

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. Such disclosures are forwarded from tier to tier up to the recipient.

15. STATE AND LOCAL LAW DISCLAIMER:

State and Local Law Disclaimer – The Contractor hereby agrees to comply with all applicable statutes, ordinances, and regulations of the United States, the U.S. Department of Transportation, the State of Indiana and local governments.

16. ENERGY CONSERVATION REQUIREMENTS:

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with

the Energy Policy and Conservation Act. These requirements are set forth in 42 U.S.C. 6321 et . seq. and 49 CFR Part 18.

17. CARGO PREFERENCE:

If awarded a contract, the Contractor shall agree to comply with cargo preference requirements on the shipment of foreign made goods, as provided for in 46 USC 12241 (b) (1) and 46 CFR Part 381.

As required by 46 C.F.R. Part 381, the Contractor agrees:

(1) To utilize 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, materials, or commodities pursuant to this contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the FTA recipient (through the prime Contractor in the case of Sub-Contractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20590.

18. FLY AMERICA REQUIREMENTS:

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

19. INTELLIGENT TRANSPORTATIONS SYSTEM REQUIREMENTS:

The Contractor agrees that in the course of implementing any project involving any aspects of an intelligent transportation system it will be compliant with Section VII of the FTA Notice “FTA National ITS Architecture Policy on Transit Projects” at 66 Fed. Reg. 1459, January 8, 2001

20. DRUG AND ALCOHOL TESTING REQUIREMENTS

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish it compliance with Part655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of the State of Indiana, the Northwestern Indiana Regional Planning Commission or the Consortium to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR 655, and to review the testing process. The Contractor further agrees to certify annually it compliance with before August 1st of each year and to submit the Management Information System (MIS) reports prior to March 15th of each year to the Consortium. To certify compliance, the Contractor shall use the “Substance Abuse Certifications” in the “Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements,” which is published annually in the Federal Register.

7. EXHIBITS

7.1 EXHIBIT A: VEHICLE AND EQUIPMENT LIST

The attached vehicle and equipment list should be used by all Proposers to determine their proposed costs to provide comprehensive fleet management and maintenance services as described in the requirements of this RFP.

OPPORTUNITY ENTERPRISES

MAKE/BODY	YEAR	MOBILE	SERIAL NUMBER	LIFT	CURRENT
TYPE		RADIO		EQUIP.	1/1/2016
Ford BOC	2006	Yes	1FDWE35LX6DA44620	Yes	120,156
Ford BOC	2006	Yes	1FDWE35L16DA44621	Yes	109,718
Ford BOC	2009	Yes	1FDFE45S59DA32716	Yes	140,109
Ford BOC	2009	Yes	1FDFE45S99DA32718	Yes	151,124
Ford BOC	2009	Yes	1FDFE45S09DA32719	Yes	167,886
Ford BOC	2010	Yes	1FDFE4FS1ADA21067	Yes	146,587
Ford BOC	2010	Yes	1FDFE4FS3ADA21068	Yes	142,857
Ford BOC	2010	Yes	1FDFE4FS1ADA21070	Yes	163,134
Ford BOC	2010	Yes	1FDFE4FS5ADA21069	Yes	156,704
Ford BOC	2010	Yes	1FDFE4FS3ADA21071	Yes	119,305
Ford BOC	2011	Yes	1FDFE4FSXBDB05339	Yes	146,515
Ford BOC	2011	Yes	1FDFE4FS8BDB05341	Yes	124,655
Ford BOC	2012	Yes	1FDFE4FS4CDA29165	Yes	87,171
Ford BOC	2012	Yes	1FDFE4FS6CDA29166	Yes	115,763
Ford ECLL	2013	Yes	1FDFE4FS1DDA40013	Yes	82,813
Ford ECLL	2013	Yes	1FDFE4FS1DDA40002	Yes	86,862
Ford ECLL	2015	Yes	1FDFE4FS1FDA02963	Yes	20,946
Ford ECLL	2015	Yes	1FDFE4FS2EDA00686	Yes	33,806
Ford ECLL	2016	Yes	1FDFE4FS2GDC04194	Yes	2,788
Ford ECLL	2016	Yes	1FDFE4FS0GDC04193	Yes	2,877

PORTER COUNTY AGING AND COMMUNITY SERVICES. INC.

MAKE/BODY	YEAR	MOBILE	SERIAL NUMBER	LIFT	CURRENT
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TYPE		RADIO		EQUIP.	12/16/2015
Ford BOC	2011	No	29751	Yes	148,000
Ford BOC	2012	No	26864	Yes	119,000
Ford BOC	2012	No	26863	Yes	119,000
Ford BOC	2013	No	40011	Yes	77,000
Ford BOC	2013	No	40012	Yes	79,000
Ford BOC	2015	No	17558	Yes	38,000
Ford BOC	2015	No	17560	Yes	33,000
Ford BOC	2016	No	04190	Yes	6,600
Ford BOC	2016	No	04191	Yes	1,400
Ford BOC	2016	No	04192	Yes	800

7.2 EXHIBIT B: PROPOSAL TRANSMITTAL LETTER MINIMUM REQUIREMENTS

PROPOSAL TRANSMITTAL LETTER MINIMUM REQUIREMENTS

TO: _____

SUBJECT: PROPOSAL TO PROVIDE FLEET MAINTENANCE AND REPAIR SERVICES TO Porter County Aging and Community Services, Inc. and Opportunity Enterprises.

The attached Proposal is submitted by _____ in response to the Agencies' Request for Proposal for Fleet Maintenance Contractor. All terms and conditions of the RFP have been acknowledged by the undersigned, an authorized, binding representative of

_____.

Authorized Signature and Title

Date

7.3 EXHIBIT C: DISADVANTAGED BUSINESS ENTERPRISE (DBE) SMALL BUSINESS UTILIZATION

The following information must be included in every contract that is signed by a prime contractor, and every contract the prime contractors sign with subcontractors.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) SMALL BUSINESS UTILIZATION

The undersigned Proposer has satisfied the requirements of the Proposal specification in the following manner (please check the appropriate space):

_____ The proposer is committed to a minimum of 0.695% DBE utilization on this contract.

_____ The proposer (if unable to meet the DBE goal of 0.695%) is committed to a minimum percent of ____% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

Name of bidder's firm: _____

State Registration No. _____

By: _____

Signature

Title

7.4 EXHIBIT D: DBE PROGRAM COMPLIANCE

DBE PROGRAM COMPLIANCE

49 CFR PART 26

The following Proposal conditions apply to this United States Department of Transportation assisted contract. Submission of a proposal by a prospective Contractor shall constitute full acceptance of these Proposal conditions.

REQUIRED CONTRACT CLAUSES (49 CFR 26.13)

UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES

Porter County Aging and Community Services, Inc. and Opportunity Enterprises ensure that the following clauses are included in each DOT assisted contract and subcontract:

- I) Policy - It is the policy of the Porter County Aging and Community Services, Inc. and Opportunity Enterprises that Disadvantaged Business Enterprises shall have the maximum practicable opportunity to participate in the performance of contracts. Consequently, the DBE requirements of 49 CFR Part 26, do apply to this agreement. Proposers shall use sufficient and reasonably good faith efforts to carry out this policy in the award of their subcontracts to the fullest extent, consistent with the efficient performance of this contract.
- II) DBE Obligation - The contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, Subpart D, have the maximum opportunity to participate in the performance of contracts and subcontracts. In this regard, all contractors shall take necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin or sex.
- III) Contract Goal - If the contractor is not a DBE, then the Proposer/proposer agrees that the DBE goal for this Contract will be met by subcontracts or by joint ventures with DBE's. The goal set forth for this Contract is .0695% of the final Contract price, including amendments and modifications. The amount of DBE participation will be determined by the dollar value of the work performed and/or supplies furnished by DBE firms as compared to the total value of all work performed and/or supplies furnished under this Contract. The contractor shall have met this goal if the contractor's DBE participation meets or exceeds this goal.

In cases where work is added to the contract by modification such that additional DBE participation is necessary to meet this goal, the Contractor shall increase the participation of one or more firms listed on the —Schedule of DBE Participation or submit additional DBE firms to meet the goal. In cases where work is deleted from the Contract, the goal shall be applicable to the new Contract amount. The Contractor shall be permitted to meet the goal by revising its DBE participation, provided, however, that the revision shall not result in DBE participation that is less than the original goal.

- IV) Compliance - All Proposers, potential contractors, or sub-contractors for this contract are hereby notified that failure to carry out the policy and the DBE obligation, as set forth above, shall constitute a breach of contract which may result in non-selection; termination of the contract; or such other remedy as deemed appropriate by Northwestern Indiana Regional Planning Commission. Agreements

between a Proposer/proposer and a DBE, in which the DBE promises not to provide sub-contracting quotations to other PROPOSERS/PROPOSERS, are prohibited.

- V) Sub-contract Clauses - All Proposers and potential contractors hereby assure that they will include the above clauses in all sub-contracts which offer further sub-contracting opportunities.
- VI) Acceptable Good Faith Efforts - "Good faith efforts" means efforts to achieve a DBE goal or other requirements of the Northwestern Indiana Regional Planning Commission's DBE Program Plan which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the goal program requirement. If any Proposer fails to meet the DBE goals for this solicitation, the Proposer shall submit, with the Proposal, proof of good faith efforts, using the guideline listed in Appendix A of 49 CFR 26, along with a written statement of efforts made and reasons for not meeting said goals.

General Instructions

IMPORTANT! READ CAREFULLY!

All Proposers/contractors shall complete and submit, with their Proposals, DBE Forms 1, 2, and 3.

Each subcontractor listed on DBE Form 1 shall complete and sign DBE Form 2 and DBE Form 3 as a DBE Subcontractor.

Business Contractors seeking to participate as DBEs must be certified at the time of Proposal submittal. Northwestern Indiana Regional Planning Commission does not certify DBEs. Please check with your state's DBE office.

Proposers who fail to achieve the contract goal(s) stated in the Proposal document must provide (with the Proposal) an explanation as to why the goal was not achieved and documentation demonstrating that a "Good Faith Effort" was made by the Proposer as outlined in DBE Form 4.

Contractors may duplicate as many forms as needed. All DBE Program questions should be directed to the Northwestern Indiana Regional Planning Commission, the DBE Officer, Allen Hammond, 6100 Southport Road, Portage, Indiana 46368, 219-763-6060 x141.

DBE Forms 1, 2, and 3 must be submitted with the Proposal in order to be eligible to receive a contract award. If there are sub-contractors listed, the sub-contractor must fill out DBE Form 3.

The Proposer must provide documentation and explanation as to why the DBE goal as was not achieved by filling out DBE Form 4.

Form P104-2

DBE FORM 1 - SCHEDULE OF DBE PARTICIPATION

SCHEDULE OF DBE PARTICIPATION

Name of Proposer: _____

Project: Fleet Maintenance

Project No.: _____

Proposal No: 16-08

Total Proposal Amount: _____

NAME OF DBE SUBCONTRACTOR	ADDRESS (COUNTY, STATE)	TYPE OF WORK SUBCONTRACTED	DBE	SUBCONTRACT VALUE
				\$
				\$
				\$
				\$
				\$
				\$
				\$

DBE PARTICIPATION TOTAL VALUE _____ \$

The attainment of DBE participation goals for this contract will be measured as a percentage of the total dollar value of the contract.

The undersigned will enter into a formal agreement with the DBE Subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with

Form P104-3

DBE FORM 2 - DBE SUBCONTRACTOR IDENTIFICATION

DBE SUBCONTRACTOR IDENTIFICATION

(Reproduce as necessary)

I HEREBY DECLARE AND AFFIRM THAT I AM THE _____ (Title - Owner,
President, etc.) and duly authorized representative of _____

(Name of Firm) and I hereby declare and affirm that I am a certified DBE.

(signed)

(printed)

This firm has current DBE certification from the following Agencies and/or state(s):

A copy of the current certification letter notifying the firm that it has been DBE certified must be attached to this form.

Form P104-5

DBE FORM 4 - DBE UNAVAILABILITY CERTIFICATION

DBE UNAVAILABILITY CERTIFICATION

I, _____,

of _____, certify that on the dates below,

I invited the following DBE Subcontractor(s) to Proposal work items to be performed on Bikes on Trains

<u>DATE OF REQUEST</u>	<u>DBE</u>	<u>NAME OF SUBCONTRACTOR</u>	<u>ITEMS SOUGHT</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The following Subcontractors submitted Proposals, which were not the low responsible Proposal:

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

7.5 EXHIBIT E: CERTIFICATE REGARDING LOBBYING

CERTIFICATION REGARDING LOBBYING

49 CFR Part 20 - Appendix A

Certification For Contracts, Grants, Loans, And Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

_____ **Signature of Contractor's Authorized Official**

_____ **Name and Title of Contractor's Authorized Official**

_____ **Date**

7.6 EXHIBIT F: NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

The undersigned Proposer, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person from Proposing not to induce anyone to refrain from Proposing, and that this Proposal is made without reference to any other Proposal and without any agreement, understanding or combination with any other person in reference to such Proposing. He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Proposer

Signature of Proposer

7.7 EXHIBIT G: GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

49 CFR Part 29 - Executive Order 12549

Instructions for Certification

1. **By signing and submitting this Proposal or proposal, the prospective lower tier participant is providing the signed certification set out below.**
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, NIRPC may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to NIRPC if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact NIRPC for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by NIRPC.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, NIRPC may pursue available remedies including suspension and/or debarment.

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

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

_____ Signature of Proposer's Authorized Official

_____ Name and Title of Proposer's Authorized Official

_____ Date