



Butler County Regional Transit Authority

Street Address: 3045 Moser Ct. Hamilton, Oh 45011

Phone: (513) 785-5237

Invitation for Bids

for

Commercial Heavy-Duty Tires

BIDS DUE BY: June 13, 2018

Contact: Dee Weidner, Finance Manager
Telephone: (513) 785-5029
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INVITATION FOR BIDS (IFB)

Issue Date: May 11, 2018
Title: Commercial Heavy-Duty Tires
Bid Number: IFB #2018-04

Issuing & Using Agency: Butler County Regional Transit Authority
Attn: Procurement Administrator
3045 Moser Ct
Hamilton, OH 45011

Bids For Furnishing The Products Described Herein Will Be Received Until: **2:00 pm local time on June 13, 2018.**

All Inquiries For Information Should Be Directed To: ISSUING AGENCY, address listed above at Phone: (513) 785-5029

IF BIDS ARE MAILED OR HAND DELIVERED, SEND DIRECTLY TO:

Butler County Regional Transit Authority
Attn: Procurement Administrator
3045 Moser Ct
Hamilton, OH 45011

The date and time of Bid submission deadline, as reflected above, must clearly appear on the face of the returned Bid package.

In Compliance With This Request for Bids And To All Conditions Imposed Therein and Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services Described Herein In Accordance With The Attached Signed Bid Or As Mutually Agreed Upon By Subsequent Negotiation.

Name and Address of Firm:

Date: _____

Zip Code: _____

By: _____
(Signature in Ink)

Telephone: () _____

Name: _____

Title: _____
(Please Print)

Fax Number: () _____

FEI/FIN Number: _____

E-Mail Address:

DISADVANTAGED BUSINESS ENTERPRISE (DBE): () YES () NO

SECTION 1 – Instructions to Bidders

A. General Information

Butler County Regional Transit Authority (BCRTA) is the regional transit authority for Butler County, Ohio. BCRTA is headquartered in Hamilton, Ohio with hubs in Oxford and Middletown, Ohio.

B. Purpose

This solicitation provides for bus tires for use by BCRTA in its daily transit operations. The Contract shall be for a period of five (5) years. Bidders must specify a fixed rate per tire for each of the five (5) years. There will be no other rate adjustments once the Contract has been executed except as specified herein. All tires to be provided must meet the specifications listed in Section 2B of this IFB. The successful bidder shall be solely and completely responsible for furnishing and delivering tires that meet these specifications in every aspect.

BCRTA follows a procurement process that ensures free and open competition and requires that prices be verified as fair and reasonable.

C. Bid Submission

The Bidder will submit one (1) Bid in a sealed envelope with the originals of all required certifications and affidavits along with three (3) hard copies of the Bid and all required certificates and affidavits. Oversize pages used for drawings or similar purposes are allowed. Bids must set forth full, accurate, and complete information as required by the IFB. Each Bid, complete with affidavits and certifications, will be bound together with the required IFB Cover Page and all required attachments. The package containing the Bid must be clearly marked with the words "BCRTA Commercial Heavy-Duty Tires IFB #2018-04" and the time and date Bids are due.

D. Bid Requirements

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

1. Cover Letter, providing the following information:
 - i. Identification of the Bidder(s), including name, address and telephone number of the appropriate contact person at each firm.
 - ii. Signature of a person authorized to bind the proposing firm to the terms of the Bid.
2. IFB Cover Page.
3. Attachments (Attachments A-D)
4. Price Proposal Form (Attachment E)

E. Postponement or Cancellation of Request for Proposals

BCRTA reserves the right to cancel, amend, or re-issue this IFB at any time, or change the date and time for submitting proposals, by announcing same prior to the date and time established for proposal submittal.

F. Bid Signature

Each Bid shall include the IFB Cover Page signed by a person authorized to bind the proposing firm to the terms of the Contract. Bids signed by an agent are to be accompanied by evidence of that person's authority, unless such evidence has been previously furnished to BCRTA.

G. Addenda

Receipt and review of Addenda by each Bidder must be acknowledged on the Addendum Page (Attachment B). All addenda must be signed and returned with each Bid.

H. Procurement Schedule

Invitation for Bids available:	May 11, 2018
Deadline for clarifications/changes to the IFB and requests for approved equals:	May 23, 2018
Deadline for responses to questions and approved equals:	June 6, 2018
Proposals due by 2:00 pm:	June 13, 2018
Evaluation of Bids:	June 14, 2018
Recommend Award at Board Meeting:	June 20, 2018
Contract Award/Contract signing:	June 27, 2018

I. Inquiries

The proposer is required to show on all correspondence with BCRTA the following: "BCRTA Commercial Heavy-Duty Tires IFB #2018-04". Any communication with BCRTA should be written and directed to: Procurement Administrator, BCRTA, 3045 Moser Ct, Hamilton, OH 45011. Written communication may also be forwarded via facsimile to (513) 844-1361 or email to weidnerd@butlercountyrta.com. Correspondence will not be accepted by any other party.

J. Interpretation of IFB and Contract Documents

No oral interpretations as to the meaning of the IFB will be made to any Bidder. Any explanation desired by a Bidder regarding the meaning or interpretation of the IFB, scope of work, etc., must be requested in writing and with sufficient time allowed (a minimum of fifteen (15) calendar days before date set to receive Bids) for a reply to reach Bidders before the submission of their Bids. Any interpretation or change made will be in the form of an addendum to the IFB, scope of work, etc., as appropriate, and will be furnished as promptly as is practicable to all parties to whom the IFB has been issued, but at least seven (7) calendar days prior to the Bid due date. All Addenda will become part of the IFB and any subsequently awarded Contract. Oral explanations, statements, or instructions given by BCRTA before the award of the Contract will not be binding upon BCRTA.

K. Approved Equal

In all cases, services and materials must be furnished as specified. Where brand names or specific items are used in the specifications, consider the term "or approved equal" to follow. Any unapproved deviations, exceptions, substitutions, alternates or conditional qualifications contained in a Bid may be cause for its rejection.

If potential Bidders believe that their product is equal to the product specified, they must submit a written request to BCRTA on the provided form (Attachment D) and this request will be approved or rejected by BCRTA at least seven (7) calendar days prior to the due date of Bids. Requests for approved equals and clarification of specifications must be received by BCRTA in writing a minimum of fifteen (15) days before the Bid opening to allow analysis of the request.

Any request for an approved equal must be fully supported with catalog information, specifications and illustrations, or other pertinent information, as evidence that the substitute offered is equal to

or better than the specification. Where an approved equal is requested, the Bidder must demonstrate the equality of this product to BCRTA to determine whether the Bidder's product is or is not equal to that specified.

L. Examination of IFB and Contract Documents

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

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

M. Cost of Bids

BCRTA is not liable for any costs incurred by Bidders in the preparation, presentation, testing, or negotiation of Bids submitted in response to this solicitation.

N. Modification or Withdrawal of Bids Prior to Submittal Date and Late Bids

Not later than twenty-four (24) hours before the time set for bid opening, a Bidder may request to withdraw or modify its Bid. Such a request must be made in writing by a person with authority as identified on the IFB Cover Page, provided their identity is made known and a receipt is signed for the Bid. All Bid modifications shall be made in writing executed and submitted in the same form and manner as the original Bid. Any Bid or modification of Bid received at BCRTA's office designated in the solicitation after the exact time specified for Bid receipt will not be considered.

O. Errors and Administrative Corrections

BCRTA will not be responsible for any errors in Bids. Bidders will only be allowed to alter Bids after the submittal deadline in response to requests for clarifications by BCRTA. BCRTA reserves the right to request an extension of the procurement period from Bidders.

BCRTA reserves the right to allow corrections or amendments to be made that are due to minor administrative errors or irregularities, such as errors in typing, transposition or similar administrative errors. Erasures or other changes or entries made by the Bidder must be initialed by the person signing the Bid.

P. Compliance with IFB Terms and Attachments

BCRTA intends to award a Contract based on the terms, conditions, and attachments contained in this IFB. Bidders are strongly advised to not take any exceptions. Bidders shall submit Bids which respond to the requirements of the IFB. An exception is not a response to an IFB requirement. If an exception is taken, a “Notice of Exception” must be submitted with the Bid. The “Notice of Exception” must identify the specific point or points of exception and provide an alternative.

Bidders are cautioned that exceptions to the terms, conditions, and attachments may result in rejection of the Bid.

Q. Collusion

The Bidder guarantees that the Bid submitted is not a product of collusion with any other Bidder, and no effort has been made to fix the Bid price of any Bidder or to fix any overhead, profit, or cost element of any Bid price.

If BCRTA determines that collusion has occurred among Bidders, none of the Bids from the participants in such collusion shall be considered. BCRTA’s determination shall be final.

R. Pricing, Taxes, and Effective Date

The price to be quoted in any Bid will include all items of labor, materials, tools, equipment, delivery and other costs necessary to fully meet the requirements of BCRTA. Any items omitted, which are clearly necessary for the completion of this project, will be considered a portion of such specifications, although not directly specified.

Bids shall include all freight charges, FOB to the designated delivery points.

BCRTA is exempt from payment of Federal Sales, Excise and Transportation Tax, and the Ohio Sales, Excise and Use Tax. Bidders will not include these taxes in their price(s). All other government taxes, duties, fees, licenses, permits, royalties, assessments, and charges shall be included in the proposed price.

In the event of a discrepancy between the unit price and the extended amount for a required item, the unit price will govern.

The price quoted by the proposing firms will not change for a period of ninety (90) days, beginning from the date the Bid is opened.

S. Rejection of Bids

Any bid failing to conform to the essential requirements of the IFB, such that it materially affects price, quantity, quality, or delivery of the items offered, or in which the bidder imposes conditions modifying the requirements of the IFB or limiting its liability to BCRTA in a way that gives the bidder an advantage over others, will be rejected as non-responsive. Minor informalities, errors that don't go to the substance of a bid, may be waived. A low bidder may be requested to delete certain conditions from its bid, provided they don't go to the substance of the bid. If the bidder fails to furnish a bid guarantee required as a condition of the bid, the bid must be rejected.

T. Rejection of All Bids

When it is determined to reject all bids, all bidders will be notified that all bids were rejected stating the reasons for rejection.

U. Additional Information, Rejection

BCRTA reserves the right to request additional information from any Proposer, or none. It also reserves the right to reject any and all proposals without prior notice; to waive informalities and technicalities; to extend deadlines without notice; to negotiate directly with only those respondents deemed to be qualified according to the criteria on this IFB; and to enter into one, more than one, or no contracts as it shall deem to be in its best interests.

V. Terminology

The terms "proposal", "Invitation for Bids", "IFB", "proposal", "bidder", "proposer", "contractor" and the like are used interchangeably throughout this IFB. Similarly, the terms "BCRTA", "RTA", "buyer", "purchaser" and "Authority" are used interchangeably.

W. Protests

1. General

Protests may be made by prospective contractors, vendors or proposers whose direct economic interest would be affected by award of a contract or by failure to award a contract. BCRTA will consider all protests requested in a timely manner regarding the award of a contract, whether submitted before or after an award.

All protests are to be submitted in writing to:
Butler County RTA
3045 Moser Court
Hamilton, Ohio 45011

Protest submissions should be concise, logically arranged, and clearly state the grounds for protest. A protest must include at least the following information:

- i. name, address, and telephone number of protestor,
- ii. identification of contract solicitation number,
- iii. a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents,
and
- iv. a statement as to what relief is requested.

Protests must be submitted to BCRTA in accordance with these procedures and time requirements, must be complete and contain all issues that the protestor believes relevant.

2. Protests Before Bid Opening

Protests alleging restrictive specifications or improprieties which are apparent prior to bid opening or receipt of proposals must be submitted in writing at the address above and must be received at least seven (7) days prior to bid opening or closing date for receipt of bids or proposals. If the written protest is not received by the time specified, bids or proposals may be received and award made in the normal manner unless BCRTA determines that remedial action is required. Oral protests not followed up by a written protest will be disregarded. BCRTA may request additional information from the appealing party and information or response from other bidders, which shall be submitted to BCRTA not less

than ten (10) days after the date of BCRTA's request. So far as practicable, appeals will be decided based on the written appeal, information and written response submitted by the appealing party and other bidders. In failure of any party to timely respond to a request for information, it may be deemed by BCRTA that such party does not desire to participate in the proceeding, does not contest the matter, or does not desire to submit a response, and in such a case, the protest will proceed and will not be delayed due to the lack of a response. Upon receipt and review of written submissions and any independent evaluation that BCRTA deems appropriate, BCRTA shall either:

- i. Render a final decision, or
 - ii. At the sole election of BCRTA, conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions and facts, documents, justification, and technical information in support thereof. Parties may, but are not required to, be represented by counsel at the informal hearing, which will not be subject to formal rules of evidence or procedures. Following the informal hearing, if one is held, the BCRTA will render a decision, which shall be final, and notify all interested parties thereof in writing but no later than ten (10) days from the date of informal hearing.
3. **Protests After Bid/Proposal Opening/Prior to Award**

Protests against the making of an award by the BCRTA must be submitted in writing to BCRTA and received within seven (7) days of the award by the BCRTA. Notice of the protest and the basis therefore will be given to all bidders or proposers. In addition, when a protest against the making of an award by the BCRTA is received and it is determined to withhold the award pending disposition of the protest, the bidders or proposers whose bids or proposals might become eligible for award shall be requested, before expiration of the time for acceptance, to extend or to withdraw the bid. Where a written protest against the making of an award is received in the time period specified, award will not be made prior to seven (7) days after resolution of the protest unless BCRTA determines that:

 - i. The items to be purchased are urgently required.
 - ii. Delivery or performance will be unduly delayed by failure to make award promptly.
 - iii. Failure to make award will otherwise cause undue harm to BCRTA or the federal government.
4. **Protests After Award**

In instances where the award has been made, the Contractor shall be furnished with the notice of protest and the basis therefore. If the contractor has not executed the contract as of the date the protest is received by BCRTA, the execution of the contract will not be made prior to seven (7) days after resolution of the protest unless BCRTA determines that:

 - i. The items to be purchased are urgently required,
 - ii. Delivery or performance will be unduly delayed by failure to make award promptly, or
 - iii. Failure to make award will otherwise cause undue harm to BCRTA or the federal government.
5. **Decision**

Any decision pertaining to a protest following the guidelines contained in this section is final.
6. **Protests to Federal Transit Administration (FTA)**

Under certain limited circumstances, an interested party may protest to the FTA the award

of a contract pursuant to an FTA grant. FTA's review of any such protest will be limited to:

- i. Alleged failure by BCRTA to have written protest procedures or alleged failure to follow such procedures, or
 - ii. Alleged violations of specific federal requirement that provides an applicable complaint procedure shall be submitted and processed in accordance with that federal regulation.
 - iii. Protestors shall file a protest with FTA not later than five (5) working days after BCRTA renders a final decision under the BCRTA protest procedure. In instances where the protestor alleges that BCRTA failed to make a final determination on the protest, the protestor shall file a complaint with FTA no later than five (5) Federal working days after the protestor knew or should have known of BCRTA's failure to render a final determination in the protest.
7. Submission of Protest to FTA
- Protests submitted to FTA should be submitted to the FTA Region 5 Office in Chicago, Illinois with a concurrent copy to BCRTA. The protest filed with FTA shall:
- i. Include the name and address of the protestor
 - ii. Identify the BCRTA project number and the number of the contract solicitation
 - iii. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to follow BCRTA's protest procedures, or the alleged failure to have procedures, and be fully supported to the extent possible
 - iv. Include a copy of the local protest filed with BCRTA and a copy of the BCRTA decision, if any.

SECTION 2 – STATEMENT OF WORK

A. Prices of Tires

Prices are requested on one option and will include mounting, balancing, and disposal of tires and related materials delivered to BCRTA. Any items omitted from the specifications, which are clearly necessary for the furnishing and maintenance of such tires, shall be considered a portion of such equipment although not directly specified or called for in these specifications, i.e. valve stems, caps, cores, grommets and all necessary repair materials

B. Material Furnished

Tires furnished shall be new commercial heavy-duty tires – 16 ply rating, size 12R22.5 or equivalent. The bidder may present to BCRTA any other recommended tire size that is reasonable within the scope of the agreement. All tires furnished shall meet all federal, state, and local laws, ordinances and regulations.

C. Delivery

All tires furnished under this agreement shall be delivered directly to BCRTA's service garage located at 3045 Moser Ct, Hamilton, OH at the Contractors expense.

D. Work Space and Storage of Tires

BCRTA will furnish adequate storage space and workspace for the storage and maintenance of tires used on its vehicles. The storage of a nominal number of tires will be the responsibility of the Contractor.

E. Description of Transit Vehicles

The following is a description of BCRTA transit vehicles presently in service and the bidder must furnish written certification that the tires furnished under the contract will comply with all federal, state, and local laws for said vehicles. All tires supplied under this agreement shall be a Transit Bus tire with a minimum 55 M.P.H. mile per hour rating that meets or exceeds ISO and GVW requirements.

No. Of Units	Model	No. Of Wheels	Length	Description
15	GILLIG	6	35 - Foot	Low Floor

BCRTA expects to make purchases of additional buses within the next few years to add to and/or replace various buses currently within its fleet. In anticipation of this, the successful bidder shall be required to provide proper replacement tires for these buses when needed.

F. Quantities

BCRTA shall not be required to purchase any minimum number of items during the contract period. Quantities ordered will be based upon the needs of the Authority and will be priced per the Bidder’s Price Proposal Form.

Historic purchasing figures for 2016 and 2017

2016: 65 @ \$373.48 (tire price only) for a total of \$24,276.62

2017: 23 @ \$366.19 (tire price only) for a total of \$8,422.37

G. Description of Facilities

BCRTA operates Maintenance and Operations facilities located within Butler County, Ohio. All service and maintenance to tires will be provided by BCRTA.

H. Removal of Buses From Service

The BCRTA anticipates that it will be operating all of the present number of buses; however, no assurance will be made at this time.

I. Incorporation of Specifications

These specifications shall be incorporated into and made a part of any contract or leasing agreement entered into between the lessor and BCRTA.

In the event of any conflict between the terms and conditions of said contract or leasing agreement and those of the specifications, the terms and conditions of the specifications shall prevail.

SECTION 3 - BID EVALUATION & CONTRACT AWARD

A. General

BCRTA shall evaluate price information and award the contract to the lowest responsive and responsible bidder based on the total cost per tire for the five (5) year contract and that is in the best interest of BCRTA.

B. Eligibility for Award

1. In order to be eligible for award, Bidders must be responsive and responsible.
2. Responsive Bids are those complying in all material aspects of the solicitation, both as to the method and timeliness of submission and as to the substance of the resulting Contract. Bids that do not comply with all the terms and conditions of the solicitation may be rejected as non-responsive.
3. Responsible Bidders are those prospective Contractors who, at a minimum, must:
 - i. Have adequate financial resources, as required during performance of the Contract.
 - ii. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments.
 - iii. Have a satisfactory record of past performance.
 - iv. Have necessary technical capability to perform.
 - v. Certify that they are not on the U.S. Comptroller General's list of ineligible Contractors.
 - vi. Are qualified as a manufacturer or regular provider of the equipment being offered.
 - vii. Are otherwise qualified and eligible to receive an award under applicable laws and regulations.

C. Single Bid Response

BCRTA may award a contract to a single bidder provided that an analysis can be completed which documents the price is fair and reasonable. Price analysis will be used when price reasonableness cannot be established based on catalog or market price of a commercial product sold in quantity or set by law or regulation. A cost analysis is required in all other cases of single bid evaluation.

FTA Circular 4220.1F specifies that single bids must be considered as non-competitive negotiations, and negotiated procurement procedures must be followed.

D. Cost or Price Analysis

BCRTA reserves the right to conduct a cost or price analysis for any purchase. BCRTA may be required to perform a cost analysis when competition is lacking for any purchase. Sole source procurements which result in a single Bid being received will be subject to a cost analysis which will include the appropriate verification of cost data, the evaluation of specific elements of costs and the projection of data to determine the effect on Bid prices. BCRTA may require a Pre-Award Audit and potential Contractors shall be prepared to submit data relevant to the proposed work which will allow BCRTA to sufficiently determine that the proposed price is fair, reasonable, and in accordance with Federal, State and local regulations. Procurements resulting in a single Bid will be treated as a negotiated procurement and BCRTA reserves the right to negotiate with the single Bidder to achieve a fair and reasonable price. If a negotiated price cannot be agreed upon by both parties, BCRTA reserves the right to reject the single Bid. Contract change orders or modifications will be subject to a cost analysis.

E. Contract Award

Selection of a contractor must be supported and documented, justifying why the contractor was selected. Award of a bid will be made by written notice within the time period specified for acceptance (or extension). Award will be made to the responsible bidder whose bid, conforming to the IFB, will be most advantageous to BCRTA, price and other factors affecting price considered. Award will not be made until all required approvals to contract are obtained. BCRTA shall have no obligations until a Contract is signed between the Bidder and BCRTA.

Contract award will occur when BCRTA signs the Contract and issues a purchase order. No other act of BCRTA shall constitute Contract award. The Contract will establish the Contract value and incorporate the terms of this document, but will not be the authorization for Contractor to proceed.

SECTION 4 – GENERAL TERMS & CONDITIONS

A. Assignability

BCRTA reserves the right to assign all or any portion of the award under this contract including option quantities. BCRTA's right of assignment will remain in force over the 5-year period or until completion of the contract to include options, whichever occurs first. BCRTA expects to assign a portion of the award under this contract to the City of Middletown, One Dunham Plaza, Middletown, Ohio, 45042 to maintain its MTS Transit fleet vehicles.

The terms and provisions of the Contract Documents shall be binding upon BCRTA and the Contractor and their respective partners, successors, heirs, executors, administrators, assigns and representatives. The rights and obligations of the Contractor under the Contract may not be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way. The Contractor may subcontract a portion of its obligations to other firms or parties but only after having obtained the written approval by BCRTA of the subcontractor, which approval shall not be unreasonably withheld. BCRTA may assign its rights and obligations under the Contract to any successor to the rights and functions of BCRTA or to any governmental agency to the extent required by applicable laws and governmental regulations or to the extent BCRTA deems necessary or advisable under the circumstances.

B. Laws of Ohio

The rights and duties of the parties hereto shall be determined by the laws of the State of Ohio, and to that end the contract shall be construed and considered as a contract made and to be performed in the County of Butler, Ohio.

C. Defective Work, Materials or Services

When and as often as BCRTA determines that the work, materials, or services furnished under the Contract are not fully and completely in accordance with any requirement of the Contract, it may give notice and description of such non-compliance to Contractor. Within seven (7) calendar days of receiving such written notification, Contractor must supply BCRTA with a written detailed plan which indicates the time and methods needed to bring the work, materials, or services within acceptable limits of the Contract. BCRTA may reject or accept this plan at its discretion. In the event this plan is rejected, the work, materials, or services will be deemed not accepted and returned to Contractor at Contractor's expense. This procedure to remedy defects is not intended to limit or preclude any other remedies available to BCRTA by law, including those available under the Uniform Commercial Code.

D. Contract Term

The term of any Contract arising from this IFB shall be for five (5) years.

E. Payment Procedures

Payments for products delivered shall be made after presentation of Contractor's invoices to BCRTA. Such invoices shall be computed in accordance with the fee schedule agreed to by BCRTA and Contractor, and incorporated into the final contract, and are due and payable within

thirty (30) calendar days of receipt of a correct invoice as agreed upon by BCRTA. Each invoice shall contain Contractor's list of products delivered. Contractor agrees to supply with each invoice, additional information as may be requested by BCRTA.

Invoices should clearly identify the BCRTA purchase order number and any prompt payment discount offered to BCRTA for paying within ten (10) days of receipt. BCRTA may, at any time, conduct an audit of any and/or all records kept by the Contractor for this project. Any overpayment uncovered in such an audit may be charged against the Contractor's future invoices. BCRTA may withhold payment for services it believes were improper, failed to meet with project specifications, or are otherwise questionable.

Invoices should be submitted to: BCRTA
Attn: Accounts Payable
3045 Moser Ct
Hamilton, OH 45011

F. Advance Payment Prohibited

No advance payment shall be made for products furnished by Contractor pursuant to this Contract.

G. Shipping Charges

All prices shall include freight FOB to the designated delivery point. BCRTA shall reject requests for additional compensation for freight charges.

H. Delivery Points

This Contract requires all goods and/or services and supervision necessary to furnish the goods and services as set forth herein to be made to the BCRTA Maintenance facility.

SECTION 5 – FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS

A. No Obligation by Federal Government

The Purchaser 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 of this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

B. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F. R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being

performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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

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

C. Audit and Inspection of Records

Contractor shall permit the authorized representatives of RTA, its member entities, the Ohio Auditor of State, the U.S. Department of Transportation, and the Comptroller General of the United States access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract, for the purpose of making audit, examination, excerpts and transcriptions until the expiration of three (3) years after final payment under this contract. Contractor further agrees to include all its subcontracts hereunder, a provision to the effect that the subcontractor agrees that RTA, its member entities, the City of Kettering, Ohio, the Ohio Auditor of State, the U.S. Department of Transportation and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to books, documents, papers and records of such subcontractor involving transactions, related to the subcontractor for the purpose of making audit, examination, excerpts and transcriptions. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$10,000 and (2) subcontractor or purchase orders for public utility services at rates established for uniform applicability to the general public.

The periods of access and examination described above, for records which relate to (1) appeals under the "Disputes" clause of this contract, (2) litigation of the settlement of claims arising out of the performance of this contract, or (3) costs and expense of this contract as to which exception has been taken by the Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed.

D. Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (7) dated October 2000) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

E. Nondiscrimination (EEO)

During the performance of this contract, Contractor agrees as follows:

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

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

Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of Contractor's commitments under this section, and shall post copies of the notice in accessible places available to employees and applicants for employment. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by FTA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further RTA contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

Contractor will include the foregoing provisions of this paragraph in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as RTA may direct as a means of enforcing such provisions, including sanctions for noncompliance, providing, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by RTA, Contractor may request the United States to enter into such litigation to protect the interest of the United States.

F. Title VI, Civil Rights Act of 1964, Compliance

The Butler County Regional Transit Authority (BCRTA), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be

discriminated against on the grounds of race, color, or national origin in consideration for an award.

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the RTA or the Federal Transit Administration (hereinafter, "FTA") to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the RTA, or the FTA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with nondiscrimination provisions of this contract, the RTA shall impose contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies; and/or
 - ii. Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (E) through (F) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the RTA or the FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such

direction, the Contractor may request the RTA to enter into such litigation to protect the interests of the RTA, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

G. Americans with Disabilities Act (ADA)

The Contractor agrees to comply with, and assure that any subcontractor under this Project complies with all applicable requirements for the American with Disabilities Act of 1990 (ADA), 42 U.S.C. Section 12101 et seq. and 49 U.S.C. Section 322; Section 504 of the Rehabilitation Act of 1973, as amended., 29 U.S.C. Section 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. app. Section 1612, and the following regulations and any amendments thereto:

1. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
2. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
3. U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 38;
4. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
5. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
6. General Services Administration, "Construction and Alteration of Public Building." Accommodations of the Physically Handicapped," 41 C.F.R. Part 10119;
7. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
8. Federal Communications regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
9. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49
10. C.F.R. Part 609

H. Termination of Contract for Default

If, through any cause, the Contractor shall fail to perform fully, timely and in proper manner its obligations under this contract, or if the Contractor shall breach any of the covenants, conditions or agreements contained in the contract, the RTA shall thereafter have the right to terminate this contract by giving notice in writing which shall specify the effective date thereof, to the Contractor of such termination. In such event, any goods delivered and/or installed by the Contractor under this contract shall, at the option of the RTA, become the RTA's property and the Contractor shall be entitled to receive just and equitable compensation therefor, not to exceed the maximum aggregate compensation payable by RTA to contractor as stated in Blanket Purchase Order. In the event of a termination pursuant to this Article, the RTA may elect instead to remove any goods delivered and/or installed and redeliver the same to the Contractor, all at the Contractor's sole expense, including reasonable charges for any time and/or labor expended by the RTA's employees.

Notwithstanding the above, the Contractor shall not be relieved of any liability to the RTA for damages sustained by the RTA by virtue of any breach of contract or warrants, or of both, by the Contractor for the purpose of setoff and/or recoupment until such time as the exact amount of

damages due the RTA from the Contractor is determined.

I. Termination for Convenience of the RTA

The RTA may terminate this contract any time by a notice in writing that shall specify the effective date thereof, from the RTA to the Contractor, at least thirty (30) days before the effective date of such termination. In that event, any goods accepted by the RTA prior to the effective date of the termination shall become the RTA's property and the Contractor shall be entitled to receive just and equitable compensation therefor and for any services accepted by the RTA prior to the effective date; provided, nevertheless, that the amount of such compensation shall not, in any event, exceed the maximum aggregate compensation payable by RTA to contractor as stated in Blanket Purchase Order, properly attributable to the goods and/or services so accepted.

Neither the acceptance, by the RTA, of any goods and/or services; the payment, by the RTA, for any goods and/or services; nor both acceptance and payment, shall be deemed to waive, to compromise, or to affect in any manner the liability of the Contractor for any breach of contract, of warranty, or both of contract and of warranty.

J. Disadvantaged Business Enterprise Participation

It is the policy of the Department of Transportation (DOT) that DBE's, as defined in 49 CFR, Parts 23 and 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement.

K. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Butler County RTA requests which would cause RTA to be in violation of the FTA terms and conditions.

L. Environmental Violations

Contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, 42 USC (1857(h)); Section 508 of the Clean Water Act, 33 USC 1368; Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15) which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. Contractor shall report violations to FTA and to the U.S. EPA Assistant Administrator. 25

M. Debarment and Suspension

The Contractor agrees to comply with U.S. Department of Transportation regulations, "Government Debarment and Suspension (Nonprocurement)", 49 CFR Part 29, and otherwise comply with the requirements of those regulations. This includes the requirement of the proposer to submit the Certification of Primary Contractor Regarding Debarment, Suspension, and Other Responsibility Matter for all projects when the total aggregate value of the Contract exceeds \$100,000 and to submit a Certification of Lower Tier Participation Regarding Debarment, Suspension and Other Ineligibility and Voluntary Exclusions for each subcontractor which will

have a financial interest in this Project which exceeds \$25,000 or will have a critical influence on or a substantive control over the Project.

BCRTA will not make payment to the Contractor or subcontractor which 1) does not comply with this contract provision or 2) is not in compliance with the above-cited federal requirements.

N. Buy America

The contractor agrees to comply with 49 USC 5323(j) and 49 CFR part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR §661.7. Separate requirements for rolling stock are set out at 49 USC 5323(j)(2)(C) and 49 CFR §661.11.

The bidder or offeror must submit to BCRTA the appropriate Buy America certification with its bid or offer. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

O. Lobbying

During the term of this Contract, the Contractor agrees to comply with the provisions of 31 USC Section 1352, which prohibits the use of federal funds for lobbying by any official or employee of any federal agency, or member or employee of Congress; and requires the Contractor to disclose any lobbying of any official or employee of any federal agency, or member or employee of Congress in connection with federal assistance. The Contractor agrees to comply with U.S. DOT regulations, "New Restrictions on Lobbying," 49 CFR Part 20 and include these requirements in any subcontract which exceeds \$25,000.

BCRTA will not make any payment to the Contractor or subcontractor which 1) does not comply with the contract provisions or 2) is not in compliance with the above-cited federal requirements.

P. Energy Conservation

Contractor shall recognize 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 (P.L. 94-163).

Q. Prompt Payment

We will include the following clause in each DOT-assisted prime contract:

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 15 days from the receipt of each payment the prime contractor receives from RTA. The prime contractor agrees further to return retainage payments to each subcontractor within 15 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the RTA. This clause applies to both DBE and non-DBE subcontractors.

When applicable, the RTA may use the following mechanisms to ensure prompt payment.

1. Language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes.
2. Language providing that prime contractors will not be reimbursed for work performed by subcontractors until the prime contractor ensures that the subcontractors are paid promptly for work they have performed.

3. Enforcement of public funds liens law and use of a similar mechanism for nonpublic improvement projects.
4. Other applicable mechanisms as necessary.

R. 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 BCRTA's Executive Director. 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 Executive Director. 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 Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by BCRTA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract 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 therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the BCRTA 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 in which the BCRTA is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents 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 BCRTA, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, 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.

ATTACHMENT A - VENDOR CHECKLIST

(to verify that all necessary documents are included)

This form must be completed and returned with the Bid. Failure to return this form may be cause for considering your Bid non-responsive.

	Vendor Check-Off	BCRTA Check-Off
Cover Letter	_____	_____
IFB Cover Page	_____	_____
Attachment A: Vendor Checklist	_____	_____
Attachment B: Receipt of Addendums	_____	_____
Attachment C: Federal Clauses	_____	_____
Attachment D: Request for Clarification	_____	_____
Attachment E: Price Proposal Form (Bid Form)	_____	_____

ATTACHMENT B – RECEIPT OF ADDENDUMS

The undersigned acknowledges receipt of the following addenda to the Documents.

(Give number and date of each)

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Failure to acknowledge receipt of all addenda may cause the Bid to be considered non-responsive to this Request for Bid, which will require rejection of the Bid.

Signature

Title

ATTACHMENT C – FEDERAL CLAUSES

Please sign and date each clause as required

BUY AMERICA REQUIREMENTS

**49 U.S.C. 5323(j)
49 CFR Part 661**

Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

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

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

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date _____

Signature _____

Company Name _____

Title _____

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

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

LOBBYING

31 U.S.C. 1352

49 CFR Part 19

49 CFR Part 20

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]

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

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

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

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

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

2 CFR part 180
2 CFR part 1200
2 CFR § 200.213
2 CFR part 200 Appendix II (I)
Executive Order 12549
Executive Order 12689

Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:
The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Date: _____

Signature: _____

Company Name: _____

Title: _____

ATTACHMENT D - REQUEST FOR CLARIFICATIONS/APPROVED EQUAL

DATE: _____

BIDDER: _____

SECTION: _____ PAGE: _____

BIDDERS REQUEST:

BCRTA RESPONSE:

APPROVED: _____

DENIED: _____

COMMENTS: _____

SIGNATURE _____ DATE _____

ATTACHMENT E – PRICE PROPOSAL FORM (BID FORM)

Bidder

Name

Name of Authorized Representative

Signature of Authorized Representative

Title

Address, including Zip Code

Telephone Number _____ Fax Number _____

Item	Year 1 Annual per Tire Rate	Year 2 Annual per Tire Rate	Year 3 Annual per Tire Rate	Year 4 Annual per Tire Rate	Year 5 Annual per Tire Rate
Tire Size:					
*Additional Item/Fee:					
*Additional Item/Fee:					
*Additional Item/Fee:					
*Additional Item/Fee:					

*Please include and list separately the balancing, mounting, disposal, and any other items or fees omitted from the specifications, which are clearly necessary for the furnishing and maintenance of such tires.

Please note: Proprietary pricing sheets will not be evaluated.