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## REQUEST FOR PROPOSALS

SUBJECT: Strategic Public Relations

RFP No: **47-2017**

DATE: August 11, 2017

PROPOSALS DUE: September 7, 2017 TIME: **2:00 P.M. EST**

The Southwest Ohio Regional Transit Authority (SORTA) requests proposals to provide strategic public relations services to SORTA's executive team.

Proposals must be received in SORTA's Procurement Department by the date and time set forth above, in accordance with the instructions contained in the RFP. The envelope or package in which the proposal is submitted should be addressed and marked as follows:

Southwest Ohio Regional Transit Authority  
Attention: Procurement Department, Lyndi Whiteker  
1401-B Bank Street  
Cincinnati, Ohio 45214-1782  
RE: RFP No. 47-2017

All requests for clarifications or exceptions to this RFP must be submitted in writing no later than 5:00 p.m. EDT on August 18, 2017 to Lyndi Whiteker at the above address or via email at [lwhiteker@go-metro.com](mailto:lwhiteker@go-metro.com). Each request should be specific and should refer to a particular section or paragraph (and page number) of this RFP. Oral requests will not be accepted.

Sincerely,

*Lyndi Whiteker*

Lyndi Whiteker  
Buyer

**go\*METRO**  
[www.go-metro.com](http://www.go-metro.com)

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## **1.0 INTRODUCTION**

The Southwest Ohio Regional Transit Authority ("SORTA") is a regional transit authority organized and operating under Section 306.30 et seq. of the Ohio Revised Code. As such, it is a political subdivision of the State of Ohio.

SORTA provides both fixed-route mass transportation services through approximately 350 city-type transit buses, and contracted paratransit services. SORTA is also the designated operator for the City of Cincinnati Streetcar, which began service in 2016.

### **1.1 Background Information**

SORTA is seeking proposals for a one (1) year contract with a second year option with a consulting and service organization (hereinafter referred to as "Contractor") specializing in strategic public relations.

- 1.2** For the purpose of this proposal, strategic public relations includes planning, research and consultation related to SORTA's efforts to explore an expanded role in providing regional public transit services. It is estimated that this work will average about 60 hours per month.

## **END OF INTRODUCTION**

## **2.0 SCOPE OF SERVICES**

SORTA seeks assistance with overall public relations strategy, public affairs, and community relations activities related to SORTA's strategic plan, including coordination with outside agencies and firms, research, production of resulting collateral materials, and recommendations for dissemination and implementation.

### **2.1 The consultant services required by SORTA include, but are not limited to:**

- 2.1.1** Developing the strategic public relations plan and counseling SORTA on specific actions that need to occur to accomplish SORTA's initiatives.
- 2.1.2** Identifying key messages for SORTA to maximize support for its initiatives and working closely with SORTA's External Affairs staff to communicate these messages effectively.
- 2.1.3** Maximizing the use of social media to support strategic objectives
- 2.1.4** Creating reports, collateral materials, audio-visual presentations, social media campaigns, and other vehicles to support SORTA's objectives.
- 2.1.5** Identifying and monitoring attitudes of special interest and community groups, and developing strategies to address specific interests and concerns identified.
- 2.1.6** Recommending appropriate research methods, conducting the research, and analyzing the results to track public opinion on issues related to regional transit development and to measure the effectiveness of SORTA's efforts.
- 2.1.7** Assisting with SORTA's State of Metro annual meeting or other public relations initiatives, as needed

### **2.2 Price Proposal**

- 2.2.1** The Agency blended hourly rate shall be the basis for contract price. If key or specialized agency expertise is available at a charge not included in the blended rate, please provide the cost per hour for these services and designate the person(s) providing these additional services. Please provide a rate for senior level/ executive counsel along with any other specialized services your firm may offer.
- 2.2.2** The cost of outside services (design, video production, research, etc.) should not be estimated at this time.

### **2.3 Contract Term**

- 2.3.1** This contract is for one year, with an optional second year. The term for the first year of the contract shall be Feb. 1, 2018 through Jan. 31, 2019. The option year shall be Feb. 1, 2019 through Jan. 31, 2020.

The option year will only be executed if it is deemed in the best interest of SORTA

## **END OF SCOPE OF SERVICES**

### **3.0 INSTRUCTIONS TO PROPOSERS**

#### **3.1 Proposal Preparation Cost**

SORTA will not reimburse proposers for any costs incurred in the preparation and submittal of proposals or participation in the evaluation and negotiation process.

#### **3.2 Proposal Format**

Proposals should be submitted in two (2) volumes, each including one (1) original and four (4) copies, plus a CD containing the volume in PDF format, in a sealed envelope. No price or price-related information shall appear in Volume 1, the Technical Proposal. Electronic proposals will not be accepted. Proposals shall be delivered to:

**Southwest Ohio Regional Transit Authority  
Attn: Lyndi Whiteker, Procurement Department  
1401-B Bank Street  
Cincinnati, Ohio 45214-1782  
RE: RFP No. 47-2017**

Proposals must be received no later than 2:00 p.m. Eastern Daylight Time, on September 7, 2017. Late proposals will not be accepted, except as described below.

#### **3.3 Proposal Clarity And Conciseness**

SORTA requests that proposers submit concise proposals, clearly addressing the evaluation criteria and information requested herein. Overly elaborate proposals and proposals containing only generalized marketing information are discouraged and may result in a lower evaluation score. Proposals should be submitted on 8.5" x 11" sheets, bound in a fashion which will permit easy disassembly by SORTA.

#### **3.4 Proposal Format And Contents**

The proposal should be prepared using the following format:

##### **3.4.1 Technical Proposal (Volume 1):**

##### **A. Cover Letter**

Cover letter should identify the prime contractor and all subcontractors, if any. The letter should also include the officer or other responsible executive of the proposer authorized to negotiate and agree to a contract. This individual shall serve as SORTA's point of contact for all communications regarding this solicitation. The cover letter should identify this individual by name, title, address, telephone, facsimile and email contact information. The letter should also contain a commitment that the proposed pricing will be valid for not less than 120 days.

##### **B. Project Approach**

This section shall describe the proposer's approach to providing the services requested, reflecting its experience in performing similar contracts for other clients. Please include your interpretation of SORTA's public relations needs.

##### **C. Firm Qualifications and Experience**

This section should contain a description of the proposing company's background and references. Detail the agency structure, size, scope of services and how long the agency has been in business. Include a list of at least 3 clients for which you have provided similar services within the past 2 years. The client references should be companies of comparable size to SORTA. Contact

information (name, title, mailing address, email, telephone and fax numbers) for each agency should be included.

**D. Staffing**

This section should include a narrative description of the resources available through the proposer or subcontractor, including their certification(s) and experience. Please include specific background information on key individuals who will be assigned to SORTA's account. Please include a resume of the primary account executive.

**3.4.2 Business Proposal (Volume 2):**

**A. Cover Letter**

A copy of the cover letter from Volume 1 should be included.

**B. Insurance Certificates**

This section should include copies of the proposer's worker's compensation, general liability, and automobile insurance certificates.

**C. Certifications**

This section should contain the following certifications which must be fully completed and executed by the proposer:

**Attachment B:**

Certification of Contractor Regarding Debarment and Suspension  
Personal Property Tax Affidavit  
Certification of Restrictions on Lobbying

**Attachment C: (Optional)**

Disadvantaged Business Enterprise Participation Plan

**D. Exceptions to Contractual Terms**

The proposer may identify any proposed exceptions to SORTA's Terms and Conditions as contained in this RFP, or to propose any additional terms it considers appropriate. Such proposed exceptions or additional terms must be specific, and include a clear explanation of the reasons for the exception or addition. Please note that certain of the terms contained herein are required by law or regulation and cannot be modified. This contract will be funded in part through grants from the U.S. Department of Transportation, Federal Transit Administration, and is subject to all requirements related thereto.

**E. Price Proposal**

The enclosed Attachment A – Price Proposal, completed and signed on behalf of the proposer, shall be included in this section.

**3.5 Proposal Validity Period**

Proposals, including any modification thereof, shall remain valid for not less than 120 days from the date of receipt by SORTA.

**3.6 Late Submissions, Modifications and Withdrawals of Offers**

Any proposal, modification, or revision, that is received at the designated SORTA office after the exact time specified for receipt of proposals is "late" and will not be considered, unless it is received before award is made, the contracting officer determines that accepting the late proposal would not unduly delay the acquisition; and

- If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the SORTA infrastructure not later than 5:00 p.m. one (1) working day prior to the date specified for receipt of proposals; or
  - There is acceptable evidence to establish that it was received at the SORTA office designated for receipt of proposals and was under SORTA's control prior to the time set for receipt of proposals; or
  - It was the only proposal received. However, a late modification of an otherwise successful proposal, that makes its terms more favorable to SORTA, will be considered at any time it is received and may be accepted.
- 3.6.1** Acceptable evidence to establish the time of receipt at the SORTA office includes a time/date stamp or handwritten notation of personnel in that office on the proposal wrapper, other documentary evidence of receipt maintained by the office, or oral testimony or statements by SORTA personnel.
- 3.6.2** If an emergency or unanticipated event interrupts normal SORTA processes, so that proposals cannot be received at the SORTA office designated for receipt of proposals by the exact time specified in the solicitation and urgent SORTA requirements preclude amendment of the solicitation closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which the SORTA office is open to the public.
- 3.6.3** Proposers may withdraw a proposal or modification thereof by written notice to the Director of Procurement at any time prior to the time specified for receipt of proposals or modifications. Notice may be electronic, provided a hard copy of the notice is delivered within 24 hours of the electronic transmission. A proposal or modification may be resubmitted prior to the time specified for receipt.

### **3.7 Questions Concerning This Solicitation**

Any questions regarding this solicitation shall be submitted to Lyndi Whiteker, Buyer, at [lwhiteker@go-metro.com](mailto:lwhiteker@go-metro.com) no later than 5:00 p.m. EST on August 18, 2017. Telephoned questions will not be accepted. Proposers shall not contact any other SORTA personnel regarding any aspect of this solicitation. Any proposer found to have had such contact shall be barred from participation in this solicitation and any subsequent contract, either as a prime contractor or subcontractor.

SORTA anticipates that responses to questions submitted will be provided to all known proposers by the close of business on August 23, 2017. If the responses materially alter the terms of this solicitation, they will be incorporated in an amendment to the solicitation. No communication by SORTA or any of its Commissioners, officers, employees, agents or representatives shall alter the terms of this solicitation or bind SORTA in any manner, unless incorporated in such an amendment.

### **3.8 Disadvantaged Business Enterprise Participation**

SORTA has not established a goal for Disadvantaged Business Enterprise (DBE) participation for this solicitation. SORTA encourages DBE participation, but it is not required for this solicitation. If you are a DBE or will utilize a DBE for completion of this contract, please complete Attachment M and submit it as part of the Business Proposal.

### **3.9 Evaluation Process and Criteria**

Proposals timely received by SORTA will be evaluated by an evaluation team established by SORTA in accordance with the criteria set forth below. Following an initial evaluation SORTA may eliminate firms it determines do not have a reasonable chance of obtaining the award.

The evaluation team may elect to interview the remaining proposers, in order to clarify their proposals and/or request that the proposers give an oral/visual presentation. Such interviews may be conducted in person and/or telephone or video conference. If such interviews are held, the evaluation team will re-evaluate the proposals of those firms interviewed.

SORTA may also negotiate with proposers in the competitive range. Following such negotiations, SORTA may request one or more of the remaining firms to submit a Best and Final Offer, which will be evaluated by the evaluation team, and a firm selected to be recommended for award.

SORTA reserves the right to accept proposals other than the lowest cost offered, reject any and all proposals, or to negotiate separately with any proposer or proposers as deemed to be in SORTA's best interest. SORTA also reserves the right to waive informalities, make an award on the basis of initial proposals received, without discussions or negotiations. Initial proposals, therefore, should represent the proposers' best effort to meet SORTA's needs at a reasonable price.

Proposals will be reviewed and evaluated at each step of the process based upon the following criteria in relative order of importance:

**3.9.1** Staffing (include under 3.4.1.D)

**3.9.2** Firm Qualifications and Experience (include under 3.4.1.C)

**3.9.3** Project Approach (include under 3.4.1.B)

**3.9.4** Price (Attachment A - Section 3.4.2.E)

### **3.10 Verification of Proposer Responsibility**

SORTA may undertake such investigations as it deems necessary to determine the ability of each Proposer to perform the work, and the Proposer shall furnish to SORTA all such information and data as SORTA may request for this purpose. SORTA reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy SORTA that such proposer is properly qualified to carry out the obligations of the contract and to complete the work required, hereunder. SORTA may require the proposer to submit any of the following information as part of the evaluation process: (1) proposer's performance record; (2) proposer's certified, audited financial statements for up the three (3) prior years; and (3) such additional information as will satisfy SORTA that the Proposer is adequately prepared to fulfill the contract. SORTA also reserves the right to verify a proposer's indirect cost rates, such as provisional overhead (burden) and General & Administrative (G&A) rates, before or after award of a contract. In this connection, SORTA may request the proposer to provide copies of undisputed audits of the proposed by (1) other FTA grantees; (2) the federal government; or (3) state governments.

### **3.11 Contract Award**

SORTA may award contract to one or more firms. Award will be made to the firm(s) whose proposal, in SORTA's sole judgment, is considered to be most advantageous to SORTA, cost and all other factors considered. SORTA reserves the right to reject any and all proposals and to permit or waive minor informalities, irregularities and errors in



proposals. SORTA may elect to make an award on the basis of initial proposals or to proceed with the evaluation process defined below.

### **3.12 Protests**

SORTA's policy and procedure for the administrative resolution of protests is set forth in §3.10 of SORTA's Procurement Procedures Manual (PPM). The PPM contains rules for the filing and administration of protests. SORTA shall furnish a copy of §3.10 upon request.

An interested party wishing to protest a matter involving a proposed procurement or contract award, shall file a written submission with the Director of Procurement by certified mail or other delivery method by which receipt can be verified. Electronic submission of protests is not acceptable unless an original signed copy of the protest is received by the Director within 24 hours (not including weekends and holidays) after receipt of the electronic copy. The Director may, however, permit the electronic provision of supplemental information after the initial protest submittal. The protest shall include, at a minimum:

- 3.12.1** The name and address of the protesting party and its relationship to the procurement sufficient to establish that the protest is being filed by an interested party;
- 3.12.2** Identity of the contact person for the protestor, including name, title, address, telephone, fax and e-mail addresses. If the contact point is a third party representing the protester, the same information must be provided, plus a statement defining the relationship between the protester and the third party;
- 3.12.3** Identification of the procurement;
- 3.12.4** A description of the nature of the protest, referencing the portion(s) of the solicitation involved;
- 3.12.5** Identification of the provision(s) of any law, regulation, or other governance upon which the protest is based;
- 3.12.6** A complete discussion of the basis for the protest, including all supporting facts, documents or data;
- 3.12.7** A statement of the specific relief requested; and
- 3.12.8** A notarized affirmation by the protestor (if an individual) or by an owner or officer of the protestor (if not an individual) as to the truth and accuracy of the statements made in the protest submittal.

The protestor is solely responsible for the completeness and validity of the information provided. Any documents relevant to the protest should be attached to the written submission. Documents which are readily available on the Internet may be referenced to an appropriate link.

Chapter VII, Sec. 1.b. of the Federal Transit Administration (FTA) Circular 4220.1F addresses protests where federal funds are involved. The FTA will only review protests regarding the alleged failure of the grantee to have a written protest procedure; an alleged failure to follow such procedure; or violations of Federal law or regulation. The FTA is not obligated to review every protest appealed to it, but will only address appeals involving issues important to the FTA's overall public transportation program. A protestor must exhaust all administrative remedies with SORTA before pursuing a protest with the FTA.

### **3.13 Confidential Information**

All proposals and documents submitted in response to this RFP are subject to the disclosure provisions of the Ohio Public Records provisions of Ohio Revised Code

Chapter 149.43. Information that a proposer believes is exempted from disclosure under the Ohio Public Records Laws, i.e., trade secrets, copyrighted material, infrastructure record, or security record, should be set apart within the Proposal on separate pages with a heading that identifies the information and the reason the proposer believes it is exempt from disclosure. Any such separate pages designated for exempt information should not contain material that is subject to disclosure under the Ohio Public Records Laws. All information believed to be exempt under the Ohio Public Records Laws should be placed at the end of the designated section of the Proposal for easy reference and removal. Any page limits defined herein will be adjusted if the exempt information creates extra pagination. Any blanket claim of exemption from disclosure or inclusion in a claim for disclosure of information, which is patently subject to disclosure, or any other such claim which may constitute an abuse of the right of exemption may, at SORTA's sole discretion, render the entire proposal subject to disclosure.

SORTA shall have no duty to defend the rights of the proposer, or any of its agents or affiliates, in any records requested to be disclosed. Upon receipt of a public records request, SORTA will notify the proposer of its intent to release records to the requestor. The proposer shall have a maximum of five (5) business days beginning with the date it receives notification to respond to in writing, by either accommodating the requestor, providing redacted copies of the documents, or pursuing legal remedies to stop SORTA's release of requested information. By submitting a proposal, the proposer agrees that said notification shall relieve SORTA of any further obligation under any claim of proposer, or any of its agents or affiliates, in any jurisdiction in connection with the disclosure of such records. Proposer and its agents and affiliates shall have the right to pursue legal and/or equitable remedies to stop or limit disclosure at its sole expense. Proposer agrees to defend SORTA against any third party claim related to Proposer's designation of certain records as exempt from public disclosure (Claim), and will hold SORTA, its officers, employees and agents harmless for any award to a plaintiff for damages, costs and reasonable attorney's fees, incurred by SORTA by reason of such Claim. SORTA will promptly notify the proposer of the Claim, and will allow the proposer to control the defense and settlement, thereof.

### **3.14 Organizational Conflicts of Interest**

Unless specifically exempted by SORTA, any contractor, subcontractor, subsidiary, or other entity which experiences an organizational or personal conflict of interest (Conflict") is precluded from participation in any procurement affected by the Conflict. This prohibition also applies to any contractor, subcontractor, subsidiary, or other entity which is legally related to such entity or party.

If a bidder or proposer is uncertain whether or not a conflict exists, it should promptly contact SORTA's Director of Procurement for a determination. Such inquiries and responses will not be published to other potential bidders. FTA Circular 4220.1F ¶VI.2a(4)(h) defines prohibitions on personal and organizational conflicts of interest, which are further discussed in §2.4.2.2.2 and Appendix B.10 of FTA's Best Practices Procurement Manual. In general, a personal conflict of interest reflects an individual's ability to influence the award of a contract and to profit from the result of that award. An organizational conflict exists when any of the following exist: (1) a firm has access to non-public information as the result of performing a government contract and can use that information to advantage in competing for another government contract; (2) a firm influences the ground rules (specification or contractual terms) for a government solicitation, potentially biasing those ground rules in its own favor; or (3) a firm's work under one government contract requires it to evaluate itself or its work product under another contract, impairing its objectivity.

Should a potential bidder or proposer be aware of a potential Conflict, it shall identify the potential Conflict in its proposal, together with measures it proposes to remove or mitigate the Conflict. Should any person or entity planning to submit a bid or proposal hereunder be aware of any situation which may fall under the above prohibitions, it shall, no later than the time of submittal of its offer, identify in writing to SORTA's Director of Procurement (1) the nature of the potential conflict; (2) steps it may take to mitigate the conflict; and (3) request a waiver of the conflict. The decision of the Director of Procurement regarding such potential conflicts and possible mitigation measures shall be final. Failure to submit such as statement before or with an offer shall be deemed a certification by the bidder or proposer that, to the best of its knowledge and belief, no such Conflict exists. In the event that a bidder or proposer fails to disclose such Conflict as required herein, its offer may be rejected. Should a bidder or proposer become aware of a potential Conflict after the submittal of an offer, it shall promptly notify the Director of Procurement in writing, providing the information required above together with a statement of why the Conflict could not have been identified prior to submittal of the offer.

#### **END OF INSTRUCTIONS TO PROPOSERS**

## **4.0 GENERAL TERMS AND CONDITIONS FOR SERVICE CONTRACTS**

The following General Terms and Conditions are hereby incorporated into and made a part of this Contract, except as they may be modified by the Special Provisions included, herein.

### **4.1 GENERAL INFORMATION**

The Southwest Ohio Regional Transit Authority ("SORTA"), with its administrative offices located at 602 Main Street, Suite 1100, Cincinnati, Ohio 45202, is a regional transit authority and a political subdivision of the State of Ohio organized and operating under Ohio Revised Code Sections 306.30 et seq., and funded in part by grants from the Federal Transit Administration ("FTA") of the United States Department of Transportation.

The term "Contractor" as used herein, shall mean the firm or individual entering into a contract with SORTA for the work defined in the contract, and specifically shall include the term "Consultant." Contractor acknowledges and agrees that it is an independent contractor and neither it nor any of its employees shall be considered employees of SORTA. The term "Subcontractor" as used herein shall refer to firms or individuals which directly or indirectly enter into a contract with the Contractor for performance of a portion of the work defined in the Contractor's contract with SORTA, and shall include sub-consultants, vendors, suppliers, but not the employees of the Contractor or any Subcontractor.

By entering into this contract, Contractor represents and warrants that it is fully qualified to perform the services required hereunder and possesses any necessary licenses or permits and shall maintain such licenses and permits during the term of this contract and any warranty period.

### **4.2 FTA APPROVAL**

In the event that SORTA is required to obtain Federal Transit Administration (FTA) approval prior to entering into this Contract, the Contract shall be deemed subject to the condition precedent of FTA approval, and the failure to obtain such approval, where required, shall terminate all the Contractor's right hereunder and bar it from the right to any mortgage, lien or other security interest in any way arising out of or relating to the project.

### **4.3 PAYMENT**

Unless otherwise specified herein, SORTA shall pay Contractor the Contract price upon completion and acceptance of the Work hereunder, and submission and approval of an appropriate invoice. Completion of the Work shall include the provision of any documents relating to warranties, releases of liability, and operating and parts manuals as appropriate. Payment to Contractor will generally be made within thirty (30) calendar days following approval by SORTA of an invoice. Such approval or payment shall not constitute acceptance or approval of the services and/or materials invoiced. Late payments shall accrue no interest.

Within ten (10) working days after receiving payment from SORTA, Contractor shall pay each sub-consultant, subcontractor, or material supplier (collectively "Subcontractors") all amounts due and invoiced by the subcontractor and paid to the Contractor by SORTA.

If this Contract (or a Task Order) specifies that SORTA will withhold from Contractor a specific percentage or specific dollar amount of the work as a retainer, and/or if

Contractor withholds, through agreement with any Subcontractor, a specific percentage or specific dollar amount of the subcontracted work or materials from any Subcontractor, Contractor shall release any and all retainage due to each such Subcontractor within ten (10) working days following the completion of that Subcontractor's work hereunder.

Payments hereunder shall only be made upon invoices properly submitted hereunder. Unless otherwise specified herein, invoices shall be submitted monthly for goods or services accepted by SORTA during the preceding month. Contractor shall include in each invoice all amounts properly due to Subcontractors that are properly and timely submitted by them. Each invoice submitted shall identify the funding authorization (purchase order) number assigned to this contract. Each invoice shall be supported by satisfactory documentation as to the time expended and the Services performed during that time. Unless otherwise directed by SORTA, all invoices shall be mailed to: SORTA, Attn: Accounts Payable Department, 602 Main Street, Suite 1100, Cincinnati, Ohio 45202.

#### **4.4 ESTABLISHMENT AND MAINTENANCE OF ACCOUNTS**

The Contractor shall establish and maintain a separate set of accounts, or within the framework of an established accounting system, accounts for the Contract in a manner consistent with Office of Management and Budget Circular A-87, as amended.

#### **4.5 DOCUMENTATION OF COSTS AND EXPENSES**

All costs charged to the Contract, including any approved services contributed by the Contractor or others, shall be supported by properly executed payrolls, time records, invoices, contracts, and/or vouchers evidencing in detail the nature and propriety of the charges.

All checks, payrolls, invoices, contracts, vouchers, others, or other accounting documents pertaining in whole or in part to the Contract, shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of the final payment, and other pending matters are closed under this contract.

#### **4.6 TAXES**

SORTA is exempt from payment of the State of Ohio sales tax and Federal excise taxes, and all pricing and invoicing under this contract shall exclude such items. Contractor shall be solely responsible for payment of all taxes accruing from its activities under this contract, including, but not by way of limitation, income taxes, payroll taxes, or other federal, state or local taxes relating to the generation of income or the employment of individuals.

#### **4.7 AUDITS AND INSPECTIONS**

The Contractor shall permit, and shall require its subcontractors to permit, the Secretary of the U.S. Department of Transportation and the Comptroller General of the United States, SORTA, or any of their duly authorized representatives to have access to all work, materials, payrolls, books, documents, papers, and other data and records directly pertinent to this contract, for the purpose of making audit, examination, excerpts, and transcriptions. The Contractor shall maintain all required records for three (3) years after final payment and other pending matters are closed under this contract.

#### **4.8 INSURANCE**

Contractor shall procure and maintain at its own cost and expense, during the entire period of the performance under this Agreement, sufficient types and amounts of insurance to protect the interest of SORTA and the Federal Transit Administration with

insurance companies authorized to operate in the State of Ohio, possessing not less than an A- rating from A.M. Best Company and otherwise acceptable to SORTA. The following represents SORTA's minimum insurance requirements, which shall apply unless modified in the Special Provisions of this Agreement:

**4.8.1 Workers Compensation**

Statutory for each state in which work is to be performed hereunder.

**4.8.2 Employer's Liability**

\$1,000,000 per occurrence.

**4.8.3 Comprehensive General Liability**

Not less than \$1,000,000 of combined bodily injury and property damage coverage per occurrence, including contingent liability coverage.

**4.8.4 Automobile**

Not less than \$1,000,000 per occurrence, covering all owned, non-owned and hired vehicles used in connection with the work.

**4.8.5 Owner's Protective Liability Insurance**

To be issued in the name of SORTA, in an amount not less than \$1,000,000 per occurrence. The Contractor shall furnish a policy of Owner's Protective Liability Insurance, as set forth herein. This policy must be endorsed to indicate that any premium, whether deposit or final, will be the sole obligation of the Contractor.

**4.8.6 Contractual Liability Insurance**

In an amount not less than \$1,000,000 covering all liability arising out of the terms of the contract documents.

With respect to coverage other than Workers' Compensation and, if required, Professional Liability Insurance, SORTA shall be named as an additional insured. Within ten (10) working days of Notice of Award of this Contract, Contractor shall provide SORTA with Certificates of Insurance reflecting the coverages and limits of liability provided. SORTA reserves the right to require the Contractor to furnish copies of the policies represented by the Certificates. No such insurance coverage may be cancelled or altered in a manner affecting SORTA's rights thereunder, without 30 days' advance written notice to SORTA.

Contractor shall not commence its work hereunder, until all such coverages have been obtained and are in full force and effect. Failure to obtain and maintain all such coverages throughout the course of this contract shall be deemed an act of default on the part of the Contractor.

**4.9 COMMUNICATIONS**

Communications between the parties in connection with this contract shall be in writing and, unless otherwise stated, shall be effective on receipt. However, communications by registered mail addressed to the employees of SORTA and of the Contractor designated to receive communications shall be effective on mailing. Telephone calls may be used to expedite communications but shall not be official communication unless confirmed in writing. Electronic communications shall be effective upon documented receipt by the non-sending party but must be confirmed by hard copy within 24 hours of transmission.

**4.10 ASSIGNMENT OF CONTRACT**

Contractor shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Contract without the prior approval of SORTA.

Contractor shall not voluntarily assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), except as provided herein, without the prior written consent of SORTA; provided, however, that claims for money due or to become due to Contractor from SORTA under this Contract may be

assigned to a bank, trust company, or other financial institution without such approval, but subject to any claims SORTA may have against Contractor. Notice of any such assignment or transfer shall be furnished promptly to SORTA. Any involuntary assignment or transfer of any portion of Contractor's interest in this contract to a third party as the result of bankruptcy, insolvency, by judicial order, or by operation of law shall be grounds for the termination of this contract for default.

SORTA specifically reserves the right to assign part or all of the base or any option contract rights, supplies, equipment, or services (collectively "Rights") to any other public transportation agency or governmental entity. Such assignment shall be in accordance with FTA Circular 4220.1F, §V7(a)(2). The assignment shall be in writing, signed by SORTA and the assignee and acknowledged by the contractor. Any Rights so assigned shall be subject to a separate contract between the Contractor and SORTA's assignee, and SORTA shall have no further obligations to the Contractor with respect to such assigned Rights.

#### **4.11 PERSONNEL**

**4.11.1** The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under the contract.

**4.11.2** All of the services required by the Contract will be performed by the Contractor or under its competent supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

**4.11.3** Work or services covered by the Contract may not be subcontracted without the prior written approval of SORTA. To the extent such subcontracted Work is included in the Contractor's bid or final proposal as accepted by SORTA, it is deemed to be approved.

#### **4.12 SUBCONTRACTORS**

Contractor may employ subcontractors, sub-consultants and material men (collectively "Subcontractors") to perform work hereunder only with the prior approval of SORTA, which approval shall not be unreasonably withheld. Any Subcontractors identified in Contractor's final bid or proposal, as accepted by SORTA, shall be deemed to be so approved. SORTA shall promptly notify the Contractor in writing if SORTA, after due investigation, has reasonable objection to and does not approve any subcontractor.

The Contractor shall be fully responsible to SORTA for the acts and omissions of all Subcontractors, and of persons either directly or indirectly employed by Subcontractors, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.

The Contractor shall flow down all appropriate provisions of this Contract to subcontractors of all tiers relative to compliance by each Subcontractor with the applicable provisions of this Contract.

#### **4.13 EQUAL EMPLOYMENT OPPORTUNITY**

The Contractor shall take affirmative action to insure that persons employed by or seeking employment from the Contractor's firm are treated without bias regarding their race, religion, color, sex, or national origin. The Contractor shall post a notice to this effect in conspicuous locations within its offices, plant production facilities or work site. The Contractor and all Subcontractors will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended; and of the rules, regulations and relevant orders of the Secretary of Labor or any other Federal agencies responsible for enforcement of equal opportunity laws and regulations where applicable; and will

likewise comply with the provisions of Sections 4112.02, 4112.07, and 153.59 of the Ohio Revised Code, and any other applicable laws or regulatory orders of the State of Ohio. Failure of the Contractor to comply with these laws and regulations may cause the Contractor to become ineligible for additional SORTA contracts. The Contractor or any of its subcontractors shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the requirements set forth herein.

#### **4.14 COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

**4.14.1** Title VI Civil Rights Act of 1964: The Contractor shall comply with all provisions of Executive Order 11246, as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations 41 C.F.R. Part 60 and of the rules, regulations, and relevant orders of the Secretary of Labor.

**4.14.2** Nondiscrimination: During the performance of the Contract, the Contractor agrees as follows:

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

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

**4.14.2.3** The Contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and order.

**4.14.2.4** In the event of the Contractor's noncompliance with the nondiscrimination clauses of the 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 the Contractor may be declared ineligible for further Government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11375 and such other sanctions may be imposed and remedies invoked, as provided in Executive Order 11375 by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

**4.14.2.5** The Contractor shall include the portion of the sentence immediately preceding Paragraph (i) and the provisions of Paragraphs \*i) through \*vi) in every subcontract or purchase order unless exempt by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11375, so that such provisions shall be



binding upon each subcontractor. The Contractor shall take such action with respect to any subcontract or purchase order as the administering agency 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 as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

**4.14.2.6** If, as a condition of assistance, the Contractor has submitted, and the Government has approved, an equal employment opportunity program that the Contractor agrees to carry out, such program is incorporated into this agreement by reference. Such program shall be treated as a contractual obligation; and failure to carry out the terms of that equal employment opportunity program shall be treated as a violation to the Contract. Upon notification to the Contractor of its failure to carry out the approved program, the Government will impose such remedies as it may deem appropriate, which remedies may include termination for the contract or other measures that may affect the ability of the Contractor to obtain further financial assistance under the Urban Mass Transportation Act of 1964, as amended, or the Federal-Aid Highway Act of 1973, as amended.

**4.14.3** The Contractor or any of its subcontractors shall insert in any subcontracts the clauses set forth in subsections (a) and (b) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the requirements set forth, herein.

#### **4.15 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

The Contractor agrees to comply with, and assure that any subcontractor under this Contract complies with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. Sections 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:

**4.15.1** U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;

**4.15.2** 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;

**4.15.3** U.S. DOT regulations, "Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 38;

**4.15.4** U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

**4.15.5** DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

**4.15.6** General Services Administration regulations, "Construction and Alteration of Public Buildings," "Accommodations for the Physically Handicapped," 41 C.F.R. Part 101-19;

**4.15.7** Equal Employment Opportunity Commission (EEOC) Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;

- 4.15.8** Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Sub part F; and
- 4.15.9** FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609.

**4.16 SMALL AND DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION**

- 4.16.1** If a DBE goal has been established for this Contract and Contractor has, committed to achieve a level of DBE participation, Contractor has a continuing obligation hereunder to attain the promised level of participation. If the Contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to attain this commitment, SORTA may declare the Contractor noncompliant and in breach of contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. 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 SORTA deems appropriate. The Contractor or any of its subcontractors shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the requirements set forth herein.
- 4.16.2** If no DBE goal has been established for this Contract, the Contractor shall make diligent efforts to maximize the participation of DBE firms and other small and disadvantaged businesses, as subcontractors and suppliers, and shall report its participation so obtained through race-neutral means and participation by other small and disadvantaged businesses throughout the period of performance, utilizing Attachment M, as contained in the solicitation.
- 4.16.3** The Contractor will keep records and documents for a reasonable time following performance of this contract to verify compliance with this requirement. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of SORTA or the U.S. Department of Transportation and will be submitted to SORTA upon request.

**4.17 ACCESS TO PROPERTY**

SORTA shall assist Contractor, as required, in gaining access to property necessary in the performance of the services, hereunder. If the work hereunder, requires the Contractor to enter SORTA's property, Contractor's personnel (including those of any Subcontractor) shall comply with all SORTA policies and regulations regarding activity on its property, as applied to SORTA's own personnel including, but not by way of limitation, those addressing safety and security issues. Any violation of this requirement shall be grounds for removal of the violating individual from SORTA's property.

**4.18 DATA TO BE FURNISHED TO CONTRACTOR**

If the services to be performed hereunder are dependent upon SORTA furnishing data and information to the Contractor, all information, data reports records, etc. that are existing, available, and necessary for the carrying out of the work shall, unless otherwise specified, be furnished to the Contractor without charge and in timely fashion by SORTA. Contractor shall use such data and information only in the performance of this contract and shall not, without SORTA's prior written permission, furnish any such data and information to third parties except as required for the performance of services, hereunder.

**4.19 REPORTS AND INFORMATION**

The Contractor shall, at such times and in such manner as SORTA may require, furnish SORTA with periodic reports and statements pertaining to the approved activities and annual work program and other related matters covered, hereunder.

#### **4.20 OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS**

All work products produced by, for or on behalf of Contractor pursuant to this Agreement, shall become the sole property of SORTA in perpetuity, and Contractor hereby forever assigns to SORTA and its successors and assigns and hereby agrees to cause any third parties producing any such work products for or on behalf of Contractor to forever assign to SORTA and its successors and assigns, all of such assignor's worldwide right, title and interest in and to such work products and any related intellectual property rights related thereto, and in and to any and all renewals and extensions thereof, all of which shall be held and enjoyed by SORTA, its successors and assigns as fully and entirely as the same would have been held and enjoyed by such assignor had the foregoing assignment or contemplated assignment not been made.

Work products include such items as documents, field notes, records, computations, calculations, work sheets, sketches, drawings, specifications, cost estimates, laboratory data, test results, correspondence and all other products resulting from the work performed by the Contractor under this Agreement. Final payment by SORTA to Contractor shall be withheld until such work products are transferred to SORTA by Contractor. All tangible personal property purchased by Contractor and paid for by SORTA as a direct contract expense shall immediately become the property of SORTA. Contractor shall be authorized to use said tangible personal property for SORTA's benefit until termination or expiration of the Contract or such earlier time that SORTA requests that Contractor return such property to SORTA.

#### **4.21 COPYRIGHTS, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL**

No written material, in any medium or format produced in whole or in part under the Contract shall be subject to copyright in the United States or in any other country. SORTA and the Federal Transit Administration shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, drawings, designs, data, or other copyrightable materials prepared under this Contract.

No reports, information, data, etc., given to, or prepared or assembled by, Contractor under this Agreement shall be made available to any individual or organization by Contractor without prior written approval by SORTA.

#### **4.22 PUBLIC RECORDS ACT**

Contractor acknowledges that SORTA is a public entity subject to the requirements of the Ohio Public Records Act (Ch. 149.43, Ohio Revised Code) and that documents prepared by Contractor may be subject to public disclosure thereunder. Contractor shall clearly identify any documents prepared by it in connection with this contract which it believes to be excluded from disclosure under the Act. SORTA will not recognize or withhold from disclosure any documents so marked in a general or indiscriminate fashion or containing information which is patently subject to disclosure under the Act. Should Contractor request SORTA to exclude documents from disclosure, and should the failure to disclose be challenged, Contractor shall be solely responsible for defending such withholding, and shall indemnify SORTA and hold it harmless for any costs incurred thereby, including but not limited to any penalties imposed on SORTA as the result of such non-disclosure.

#### **4.23 PATENT INFRINGEMENT**

SORTA will notify the Contractor of any impending claim or suit alleging in violation of one or more patents. The Contractor shall defend any such suit or proceeding brought against SORTA based on a claim that any equipment, process or other item or any part thereof (collectively "Item") furnished under this contract constitutes an infringement of any patent, and the Contractor shall pay all damages and cost awarded therein, excluding incidental and consequential damages, against SORTA. SORTA shall fully cooperate in the defense of any such suit, and provide any readily available information relating thereto. SORTA specifically reserves the right to employ its own legal counsel in connection with any matter addressed herein. Should said Item or any part thereof be held to constitute infringement and use of said Item in whole or in part is enjoined, the Contractor shall, at its own expense and at its option, either procure for SORTA the right to continue using said item, or replace same with a non-infringing Item, or modify the existing Item so it becomes no infringing. No delay to completion of Contractor's services hereunder shall be waived due to the existence of such suit or claim

#### **4.24 INDEMNIFICATION**

Contractor shall indemnify SORTA and SORTA's trustees, officers, employees or agents against and hold them harmless from all losses, damages, costs, expenses, claims, suits and judgments in law and equity, that may at any time arise, or may be set up, by any breach of any express or implied warranties arising out of the furnishing of the equipment, materials, and/or supplies; or any infringement of the patent rights of any person or persons in consequence of the use by SORTA or by any of its employees or agents of the equipment, materials, and/or supplies under this agreement; or arising out of any other failure of Contractor to meet the obligations of the contract. SORTA will give Contractor prompt notice in writing of the institution of any suit or proceeding and permit the Contractor, through its counsel, to defend same and will give all needed information, assistance and authority to enable the Contractor to do so. The Contractor also assumes the risk of liability for and shall indemnify, defend, protect and save harmless SORTA, its trustees, officers, agents and employees from and against any and all claims, damages, suits, judgments, liabilities, losses, court costs and expenses including attorney's fees for all injury, sickness, disease, destruction including damages for death of any person or persons whosoever and to any property whatsoever arising out of or in the course of performance of this Agreement by the Contractor's employees, agents, representatives, and subcontractors of any tier.

#### **4.25 WARRANTY**

Unless otherwise specified herein, all services, supplies and equipment furnished by the Contractor hereunder shall be warranted against any defects in material or workmanship for a period of one year from the date of final payment to the Contractor under this Contract. Upon notice by SORTA of any such defect, the Contractor shall promptly correct, repair or replace the defective items at no additional cost to SORTA. Should SORTA, in its sole judgment, direct the Contractor not to correct, repair or replace such defect, the Contract price shall be equitably adjusted.

#### **4.26 CONTRACT MODIFICATIONS**

SORTA may at any time, by a written order, and without notice to sureties, if any, make changes within the general scope of this Contract. Such change shall serve to modify this Contract to the extent necessary to execute the change as directed. 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 the order, SORTA shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract accordingly. The Contractor must assert its right to an adjustment under this article within three working days from

the date of receipt of the written order. Failure by contractor to give timely notice of the change could constitute waiver of a claim for an equitable adjustment. However, if SORTA decides that the facts justify it, SORTA may receive and act upon a proposal submitted at any time before final payment of the contract. If the Contractor's proposal includes the cost of equipment or materials made obsolete or excess by the change, SORTA shall have the right to prescribe the manner of the disposition of such equipment or materials. Failure to agree to any adjustment shall be a dispute under the Disputes article. However, nothing in this provision shall excuse the Contractor from proceeding with the contract as changed.

#### **4.27 DISPUTES AND REMEDIES**

It is the intent of the parties to resolve disputes in the most efficient and amicable way possible. If a dispute cannot be resolved at the project manager level in a reasonable amount of time, the project managers may agree to refer it to their immediate supervisors. This referral must be in writing. Within thirty (30) calendar days of such notice, the supervisors will, if agreement is not reached, refer the dispute to SORTA's CEO and General Manager (CEO) who shall issue a written decision within thirty (30) calendar days and mail or otherwise furnish a copy thereof to the Contractor. Prior to the decision of the CEO, the Contractor shall be afforded an opportunity to appear before the CEO, and to offer documentary evidence in support of its position. The decisions of the CEO shall be final and conclusive, unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith. Pending final resolution of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract in accord with SORTA's position in the dispute; such continued performance will not in any manner imply that the Contractor accepts or agrees with SORTA's position nor does it prejudice the Contractor's rights hereunder.

Granting or acceptance of extensions of time to complete the Work or furnish the labor, supplies, materials, or equipment required under the Contract will not release the Contractor or its surety from their obligations hereunder.

#### **4.28 TERMINATION**

##### **4.28.1 Termination for Convenience**

**4.28.1.1** SORTA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in SORTA's best interest to do so. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to SORTA. Upon approval by SORTA, the amount claimed or any other amount as may be agreed by the parties shall be paid to the Contractor. If the parties cannot agree upon the amount to be paid, SORTA shall pay the amount it agrees to be due, and the Contractor may pursue the remainder of the amount claimed under the Disputes clause on this contract. If the Contractor has any property in its possession belonging to SORTA, the Contractor will account for the same, and dispose of it in the manner SORTA directs. The value of any property retained by the Contractor, with or without SORTA's approval, and any net proceeds from the sale of such property shall be credited against the Contractor's claim.

**4.28.1.2** After receipt of a notice of termination, except as otherwise directed by SORTA, the Contractor shall: stop work under the contract on the date and to the extent specified in the notice of termination; place no further orders or subcontracts for equipment, materials, supplies, and/or services, except as may be necessary for completion of such portion of

the work under the contract as is not terminated; terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; assign to SORTA in manner, at the times, and to the extent directed by SORTA, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, which case SORTA shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts to the extent SORTA may require; transfer title to SORTA and deliver in the manner, at the times, and to the extent, if any, directed by SORTA the fabricated or unfabricated parts, work in process, completed work, supplies, and other materials produced as a part of, or acquired in connection with their performance of, the work terminated, and the completed; or partially completed plans, drawings, information and other property which, if the contract had been completed, would have been required to be furnished to SORTA; use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by SORTA, any property of the types referred to above, provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed and at a price(s) approved by SORTA; complete performance of such part of the work as shall not have been terminated by the notice of termination; and take such action as may be necessary, or as SORTA may direct, for the protection or preservation of the property related to this contract, which is in the possession of the Contractor and in which SORTA has or may acquire an interest.

**4.28.1.3** Settlement of claims by the Contractor or recoveries by SORTA under this termination for convenience clause shall be in accordance with the legal rights and liabilities of the parties to this agreement.

#### **4.28.2 Termination for Default**

**4.28.2.1** If the Contractor fails to perform its services in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, SORTA may terminate this contract for default. Termination shall be effected by serving a written notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

**4.28.2.3** SORTA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriate 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.

**4.28.2.4** If the Contractor fails to remedy, to SORTA's satisfaction, the breach or default within the period specified in the written termination notice, SORTA shall have the right to terminate the Contract without any further

obligation to the Contractor. Any such termination for default shall not in any way operate to preclude SORTA from also pursuing all available remedies against the Contractor and its sureties for said breach or default. Specifically, but not by way of limitation, SORTA may complete the work itself or through other contractors, and any excess cost incurred by SORTA above the unpaid portion of contract price shall be charged to the Contractor.

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

#### **4.29 COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, & POLICIES**

**4.29.1** This Contract is subject to the applicable terms and conditions of SORTA's financial assistance grant contract with the Federal Transit Administration (FTA), United States Department of Transportation (DOT) which reflects the requirements of the FTA Master Agreement (Currently MA-19) issued annually on October 1. The Contractor understands and shall comply with all applicable Federal laws, regulations, policies, and related administrative practices applicable to this contract, as well as any changes to these Federal requirements, which may be modified from time to time during the term of this Contract. The changed requirements will apply to the contract, as required.

**4.29.2** The provisions set forth or incorporated into this Contract include, in part, certain standard terms and conditions required by DOT, whether or not expressly set forth herein. All contractual provisions required by DOT, as set forth in FTA Circular C4220.1F, as it may be amended from time to time, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all DOT mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any SORTA requests which would cause SORTA to be in violation of the DOT terms and conditions.

#### **4.30 NO FEDERAL OBLIGATION TO THIRD PARTIES**

**4.30.1** SORTA 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 SORTA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

#### **4.31 THIRD PARTY LIABILITY**

Nothing contained in this Agreement is intended to or shall have the effect of creating any rights in any third party against SORTA. The inclusion of the Agreement or any part thereof in any other document shall not be deemed to be creating or incorporating any obligation, duty, or liability on the part of SORTA. The Contractor shall indemnify SORTA in accordance with the provisions of this paragraph against any claim made by any third party claiming rights under the Agreement.

#### **4.32 JOINT AND SEVERAL LIABILITY**

If the Contractor is a joint venture or partnership, each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of the Contractor that are assumed under or arise out of this Agreement. Each of such venturers or partners waives notice of the breach or non-performance of any undertaking or obligation of the Contractor contained in, resulting from or assumed under the Agreement, and the failure to give any such notice shall not affect or impair such venturer's or partner's joint and several liability hereunder

#### **4.33 TIME IS OF THE ESSENCE**

Time is of the essence for the work described in this contract. It is anticipated by the parties that all work described herein will be completed within the schedule established hereunder, and that any delay in the completion of the work described herein shall constitute a material breach of this contract.

In the event that the services hereunder, are not performed in accordance with the schedule established herein, including any modifications thereto, SORTA may terminate this Contract or the affected portion thereof for default; procure substitute services elsewhere; and recover from the Contractor any increased costs thereby incurred together with all resulting incidental and consequential damages.

The Contractor shall be entitled to a reasonable extension of time from SORTA for any delays beyond the reasonable anticipation and control of the Contractor and its subcontractors.

#### **4.34 INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS**

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising therefrom.

#### **4.35 INTEREST OF PUBLIC OFFICIALS**

No member, officer, employee or agent of SORTA shall have any interest, direct or indirect, in this Contract or the proceeds, thereof.

#### **4.36 COVENANT AGAINST GRATUITIES**

The Contractor shall not offer or provide gifts, favors, entertainment or any other gratuities of more than nominal value to any trustee, officer, employee or agent of SORTA during the period of this contract or for a period of one (1) year, thereafter.

#### **4.37 DEBARMENT AND SUSPENSION**

The Contractor, including any of its officers or holders of a controlling interest, has certified during the solicitation process that it is not or has not been on the Excluded Parties List System maintained by the United States General Services Administration. Should the Contractor be included in this System during the performance of this contract, it shall so inform SORTA. The Contractor shall also ensure compliance with this requirement on the part of its subcontractors of any tier.

#### **4.38 NEW RESTRICTIONS ON LOBBYING**

Prior to contract award, Contractor has certified its compliance with the requirements of 31 U.S.C. 1352, 49 CFR Part 19, and 49 CFR Part 20 regarding the "New Restrictions on Lobbying". This requirement is a continuing obligation of the Contractor and its subcontractors of any tier throughout the performance of this contract. This certification



is a material representation of fact upon which reliance was placed when this Contract was entered into.

#### **4.39 BUY AMERICA**

The Contractor shall comply with the applicable Buy America requirements set forth under the requirements of Section 165(a) of the Surface Transportation Assistance act of 1982 and the applicable regulations in 49 C.F.R. Part 661, in accordance with its certification, as submitted prior to contract award.

#### **4.40 USE OF UNITED STATES FLAG VESSELS**

**4.40.1** Contractor agrees to utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carries, 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; and

**4.40.2** Contractor agrees 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 of shipments originating outside the United States, a legible copy of a rate, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a) above to SORTA (through the prime Contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC, 20230, marked with appropriate identification of the Project.

#### **4.41 FLY AMERICA**

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 provide 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 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.

#### **4.42 SEVERABILITY**

In the event any provision of this Contract is declared or determined by judicial decision to be unlawful, invalid or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provisions of the Contract unaffected by such determination, and each provision of the Contract will be and is deemed to be separate and severable from each other provision.

#### **4.43 ENERGY CONSERVATION**

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.

#### **4.44 ENVIRONMENTAL STANDARDS**

Contractor shall be responsible for its compliance with all applicable environmental standards, orders or requirements issued pursuant to Federal, State or local statute, regulation or ordinance.

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 prohibits the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Contractor shall report violations to the FTA and to the USEPA Assistant Administrator for Enforcement (EN0329).

#### **4.45 ENVIRONMENTAL & SUSTAINABILITY MANAGEMENT SYSTEM**

The Southwest Ohio Regional Transit Authority (SORTA) has adopted an Environmental Policy Statement, which may be found on its website at <http://www.go-metro.com/about-metro/about2/going-green>, and is a signatory to the American Public Transportation Association's Sustainability Commitment. Accordingly, SORTA encourages its suppliers and contractors to perform its contracts in accordance with the highest level of environmental responsibility and sustainability.

#### **4.46 WORK HOURS AND SAFETY STANDARDS**

The Contractor shall comply with 29 CFR, Section 5.5(b) relating to contract work hours and safety standards, if applicable.

**4.46.1 Overtime Requirements** - No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty (40) hours in such work week unless such laborer or mechanic receives compensation at a rate no less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such work week.

**4.46.2 Violation; Liability for unpaid Wages; Liquidated Damages** - In the event of any violation of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5, the Contractor and any subcontractor responsible therefore, shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5 in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week or forty (40) hours without payment of the overtime wages required by the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5.

**4.46.3 Withholding for Unpaid Wages and Liquidated Damages** - DOT, FTA, or SORTA shall upon their own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal Contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages, as provided in the clause set forth in subparagraph (b) (2) of 29 CFR Section 5.5.

**4.46.4 Records** - The Contractor and its subcontractor(s) shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of or hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of DOT, Department of Labor, FTA, and/or SORTA. The Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

**4.46.5 Subcontracts** - The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subsections (a) through (e) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subsections (a) through (e) of this section.

#### **4.47 WAIVERS**

Any waiver by SORTA of any condition to the Contract shall apply only to the specific item addressed, and shall not imply that SORTA will waive that condition or any other condition of the Contract in the future.

#### **4.48 BINDING AGREEMENT**

This Agreement is binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns but shall not inure to the benefit of any third party or other person.

#### **4.49 APPLICABLE GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Any suit or proceeding arising out of, relating to or mentioning this Agreement shall be commenced only in a state or Federal court located in Hamilton County, Ohio, and each party to this Agreement hereby consents to the jurisdiction and venue of such court.

#### **4.50 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

**4.50.1** 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 Contract.** By execution of this 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 Contract. 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, 31 USC §3801 et. seq. on the Contractor to the extent the Federal Government deems appropriate.

**4.50.2** 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.

**4.50.3** 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.

**4.51 RECOVERED MATERIALS**

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

**4.52 EMPLOYEE DIVERSITY**

Contractor hereby represents and certifies that it will, in the performance of its obligations hereunder, utilize its best efforts to utilize competent individuals including minorities and women at all levels. Contractor shall seek to provide opportunities for the professional growth of such individuals through such utilization. Contractor shall, to the greatest extent consistent with laws and regulations, maintain records of the employment, training and mentoring efforts extended to such individuals in connection with this contract, and make such records available to SORTA upon request.

**4.53 VETERANS HIRING PREFERENCE**

SORTA and its sub recipients are recipients of federal financial assistance in this contract. The contractor shall give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5 CFR) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed, or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee."

**END OF GENERAL TERMS AND CONDITIONS**

## **5.0 SPECIAL PROVISIONS**

The following Special Provisions modify the General Terms and Conditions contained herein. Each modification is numbered in accordance with the numbering of the General Terms and Conditions. Omitted numbers indicate that the General Term and Condition has not been modified. Additional clauses, addressing matters specific to this Contract and not included in the General Terms and Conditions, are at the end of this section.

### **4.3 PAYMENT**

The first paragraph of this section is modified to read:

SORTA shall pay Contractor on a monthly basis, generally within thirty (30) days following receipt and approval of an appropriate invoice including supporting documentation. Such approval or payment shall not constitute acceptance or approval of the services and/or materials invoiced. Late payments shall accrue no interest.

### **4.8 INSURANCE**

#### **4.8.5 Owner's Protective Liability Insurance**

Not applicable to this contract.

#### **4.8.6 Contractual Liability Insurance**

Not applicable to this contract.

### **4.36 BUY AMERICA**

Not applicable to this contract.

### **4.37 USE OF UNITED STATES FLAG VESSELS**

Not applicable to this contract.

### **4.38 FLY AMERICA**

Not applicable to this contract.

## **END OF SPECIAL PROVISIONS**

## ATTACHMENT A – PRICE PROPOSAL

FIRM NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

	Year 1 Feb. 1, 2018 - Jan. 31, 2019	Year 2 Option Feb. 1, 2019 - Jan. 31, 2020
Description	Hourly Rate	Hourly Rate
Agency Blended Hourly Rate	\$ / Hour	\$ / Hour
Senior Level/ Executive Counsel	\$ / Hour	\$ / Hour
Additional Hourly Rates for Specialized Expertise		
	\$ / Hour	\$ / Hour
	\$ / Hour	\$ / Hour
	\$ / Hour	\$ / Hour
	\$ / Hour	\$ / Hour
	\$ / Hour	\$ / Hour

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

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

**NO OFFER FORM**

Your feedback regarding this solicitation is very much appreciated. If you do not plan to submit a response to this solicitation, please complete this form with a brief explanation of the reason(s) and return it to us. Your response will assist SORTA improve its procurement process.

Methods of submission of a "no-offer":

1. E-Mail is the preferred method. Please Email to: lWhiteker@go-metro.com
2. Fax to (513) 632-7505
3. Mail to:

Southwest Ohio Regional Transit Authority

Procurement Department

1401- B Bank Street

Cincinnati, OH 45214-1782

Attn: Lyndi Whiteker

Mark outside envelope "RFP NO. 47-2017" Submittal Date: 9/7/17

RFP NO. 47-2017

**STRATEGIC PUBLIC RELATIONS**

Date: \_\_\_\_\_

Bidder or Proposer: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Contact: \_\_\_\_\_

**REASON FOR NO OFFER:**

- ☐ Insufficient time:
- ☐ Do not handle product/service
- ☐ Other: \_\_\_\_\_

☐ We are not interested in future solicitations from SORTA. Please remove us from your vendor list.

## ACKNOWLEDGEMENT OF ADDENDA

The proposer acknowledges receipt of addenda to the solicitation numbered and dated as follows:

Addendum Number	Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2015

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
Signature Print Name

Title: \_\_\_\_\_

**END OF FORM**



## **CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

**This Certification is required to be submitted to SORTA on behalf of the principal bidder/proposer and all subcontractors whose subcontracts are reasonably anticipated to exceed \$25,000 in value.**

- A. The undersigned Bidder/Proposer/Subcontractor ("Attester") certifies to the best of its knowledge and belief that the Attester and/or any of its principals or subcontractors:
1. Are not presently included in the Excluded Parties List System maintained by the U.S. General Services Administration or otherwise debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State of Ohio department or agency;
  2. Have not, within a three-year period preceding this bid/proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract or subcontract; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph 2 above; and
  4. Have not within a three-year period preceding this bid/proposal had one or more public transactions (Federal, State or local) terminated for cause or default by any federal agency.

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

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

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

## **CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

- C. A certification that any of the items in Paragraph A exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Attester's responsibility. Failure of the Attester to furnish a certification or provide such additional information as requested by SORTA may render the Attester nonresponsible.
- D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by Paragraph A. The knowledge and information of an Attester is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- E. The certification in Paragraph A is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Attester knowingly rendered an erroneous certification, in addition to other remedies available to SORTA, SORTA may terminate the contract resulting from this solicitation for default.
- F. If the Attester is unable to certify to any of the statements in this certification, it shall attach an explanation to this certification.

**THE UNDERSIGNED CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.**

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

Name of Bidder/Proposer: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_

Printed Name of Official: \_\_\_\_\_

Title of Official: \_\_\_\_\_

## PERSONAL PROPERTY TAX AFFIDAVIT

Ohio Revised Code Section 5719.042 requires the bidder (or proposer) to submit a statement affirmed under oath that the bidder (or proposer) was or was not charged with delinquent personal property taxes on the general tax list of personal property for Hamilton County, Ohio, at the time the bidder's bid (or proposer's proposal) was submitted. THE FOLLOWING INFORMATION IS TO BE COMPLETED AND SUBMITTED WITH THE BIDDER'S BID (or PROPOSER'S PROPOSAL):

The undersigned being first duly sworn, hereby affirms under oath, pursuant to the above-referenced Invitation for Bid/Request for Proposal Number ("RFP/IFB/Rfq NUMBER"), that at the time the bidder's bid (or proposer's proposal) was submitted, my company/organization (check one below and complete the following):

- ☐ **WAS NOT** charged with any delinquent personal property taxes on the general tax list of personal property for Hamilton County, Ohio.
- ☐ **WAS** charged with delinquent personal property taxes on the general tax list of personal property for Hamilton County, Ohio as follows:

\$\_\_\_\_\_ is due and unpaid delinquent taxes, and/or

\$\_\_\_\_\_ is due and unpaid penalties and interest thereon.

If the taxpayer was charged with any such taxes, SORTA will transmit a copy of this affidavit to the Hamilton County (Ohio) Treasurer within thirty (30) days of the date it is submitted.

**NAME OF BIDDER/PROPOSER:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY, STATE, ZIP:** \_\_\_\_\_

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

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

Sworn to before me and subscribed in my presence this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Seal)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Commission Expiration Date

# CERTIFICATION OF RESTRICTIONS ON LOBBYING

(Required When the Total Extended Price/Cost is \$100,000 or Greater)

The undersigned hereby certifies on behalf of Bidder/Proposer named below 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 any 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 is 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.*

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

Name of Bidder/Proposer \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Signature of Authorized Official \_\_\_\_\_

Printed Name of Official \_\_\_\_\_ Title of Official \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-Mail \_\_\_\_\_

## ATTACHMENT C

### DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION PLAN

<b>Name of Prime Contractor</b>	
<b>Title of Solicitation</b>	Strategic Public Relations
<b>IFB/RFP No 47-2017</b>	<b>Total Bid/Proposal Amount</b> \$

Name of DBE	Address	Contact Person & Telephone	Scope of Work	Dollar Value of Work
1.				
2.				
3.				
4.				
5.				
6.				
7.				
<b>Total DBE Dollars/% of Total Bid/Proposal Amount</b>				<b>\$</b> _____ _____ %

The undersigned will enter into formal agreements with the DBEs listed above for work in this schedule condition upon the award of a contract by the Southwest Ohio Regional Transit Authority (SORTA).

\_\_\_\_\_  
**Signature of Prime Bidder/Proposer Representative**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Phone #**

\_\_\_\_\_  
**Date**