

**Request for Proposals (“RFP”) for
Revenue Vehicle Exterior Advertising Management**

I. SUMMARY INFORMATION

Project Title: Revenue Vehicle Exterior Advertising Management
 (“Vehicle Advertising”)

Issuing Agency: Delaware County Transit Board (“DCTB”)

Proposal Due: 11:00 AM EST on August 9, 2017

Submit Proposals to: Ginny Berry, Public Information Officer
 119 Henderson Ct
 Delaware, Ohio 43015
 One (1) digital pdf copy emailed to Ginny Berry, at: GinnyBerry@ridedata.com.

In accordance with its powers and duties set forth in R.C. 306.04, DCTB is hereby accepting proposals responsive to this RFP from qualified Bidders (“Bidder(s)”). Proposals received after the stated time will be returned unopened and will not be considered. Any questions regarding the RFB must be emailed to GinnyBerry@ridedata.com by 1:00 PM EST on July 28, 2017. Written responses to all questions will be posted by 1:00 PM August 2, 2017 on the DCTB website located at <http://www.ridedata.com/VehicleAdvertising.html>. Bidders should review the website for daily updates. A proposal Review Team comprised of DCTB members and Administration staff will review all proposals from Bidders (“Review Team”). After conducting the proposal evaluation contained herein, DCTB will select a qualified Bidder that submits the most responsive and advantageous proposal. The review team may interview for this project. The Review Team will make recommendations to the DCTB at their August 16, 2017 regular board meeting. Proposals remain valid for at least 90 days after the deadline of August 9, 2017.

Schedule:

Request for Proposal advertised and posted on website at www.ridedata.com –July 12, 2017
 Pre-Proposal Meeting –July 25, 2017 at 1:30 PM
 Deadlines for Questions –July 28, 2017 at 1:00 PM EST
 Questions/Answers provided to all Bidders –August 2, 2017 at 1:00 PM
 Proposals due – August 9, 2017 at 11:00 AM EST
 Proposal selection –August 16, 2017

Oral Interviews:

Upon review, the Review Team may choose finalists for oral interviews or the Review Team may decide to select the most qualified Bidder that submits the most responsive and advantageous proposal directly from the submitted proposals.

Term:

The contract will commence on September 1, 2017 and shall continue for an initial three (3) year term unless otherwise terminated in accordance with the terms and conditions of this RFP. The Parties shall have the option, upon mutual written agreement, to extend the Contract term with two additional one-year extensions.

II. INTRODUCTION

The DCTB, operating the Delaware Area Transit Agency, (“DATA” or “DATA Bus”), is soliciting proposals from qualified Bidders with experience in the marketing, service, and maintenance of county transit advertising.

DATA Bus has been serving Delaware County, Ohio with transit services since 1998. DATA operates as a Public Transit Agency under the 5307 Urban Transit designation. DATA Bus currently operates four (4) Delaware City bus routes and 1 route in the U.S. Route 23 corridor, and county wide demand response service. DATA Bus currently operates approximately 20 LTV buses of varying sizes and provided approximately 86,000 trips among all services in 2016.

III. SCOPE OF WORK

Bidders hereby agree to the following Scope of Work:

- Solicit and procure advertisers to place advertisement products and services on the exterior of DATA Bus transit vehicles;
- Adhere to DCTB’s Advertisement Policy, which by this reference is hereby incorporated as if fully written herein;
- Coordinate installation or removal of advertisements with necessary DATA staff as needed (two (2) vehicles maximum can be removed from service at any given time);
- Maintain written contracts with each advertiser to display exterior advertisements on DCTB owned vehicles;
- Furnish DCTB with copies of all contracts between the Bidder and the advertiser displaying advertisements on DCTB vehicles;
- Bidder shall be responsible for the production, installation, and prompt complete removal of advertisements and the associated costs. In the event of an accident that causes damage to any advertisement on a DCTB owned vehicle, DATA Bus will reimburse the actual cost for replacement of the advertisement;
- Report all advertising income detail to DATA regularly, no less than quarterly per calendar year;
- Pay DATA Bus for advertisement space on a regular basis, no less than quarterly per calendar year;
- When designing and approving of advertisement designs, the Bidder shall maintain the vehicle identity as a DATA vehicle, including but not limited, to DATA Bus number and DATA Bus logo;
- DATA shall reserve the right to use space on DCTB owned vehicles for self-promotion upon request to the Bidder. DATA shall incur the costs of installation and removal for DATA self-promotion advertising; and
- DATA reserves the right to exclude offensive or otherwise inappropriate content from DATA property.

VI. REQUESTED INFORMATION AND PROPOSAL FORMAT

All proposals shall be submitted in a format, which follows the general framework outlined below. In preparing submissions, Bidders should describe in detail the services proposed and how service delivery will be accomplished.

Introduction: A brief introduction of the individual(s) or firm(s) involved in the proposal and relevant experience with similar projects including:

- A. Each proposal shall contain the full name, address, telephone number, and other contact information for the person, firm, or corporation submitting the proposal.
- B. The proposal shall be signed by the person submitting the proposal or by an authorized representative of the Bidder.
- C. Each proposal shall be accompanied by a notarized and fully executed Non-Collusion Affidavit. The form for such Affidavit is attached hereto and incorporated herein.
- D. Each proposal shall be accompanied by a notarized Affidavit which attests that:
 - i. The Bidder is not charged with any delinquent personal property taxes on the general tax list of the personal property of Delaware County, Ohio

OR

- ii. The Bidder is charged with delinquent personal property taxes on any such tax list, setting forth the amount of such due and unpaid taxes and any due and unpaid penalties and interest thereon.

The form for such Affidavit is attached hereto and incorporated herein.

- E. If the Bidder is a corporation, each proposal shall be accompanied by a notarized and fully executed Affidavit indicating that the person that signs the proposal and the Contract is authorized to sign on behalf of the corporation and bind the corporation. The form for such Affidavit is attached hereto and incorporated herein.
- F. Each proposal shall be accompanied by a fully executed Non-Discrimination Clause. The form for such Non-Discrimination Clause is attached hereto and incorporated herein.
- G. Each Bidder is required to certify compliance with Ohio Revised Code Section 3517.13 (contributions to office holders and/or campaign committee.) Certification shall be made by completing a "Certification/Affidavit in Compliance with O.R.C. Section 3517.13." Such form is attached hereto and incorporated herein. Each Bidder shall fully complete such form and such form shall accompany each proposal.
- H. Bidder shall complete and submit with their proposal all applicable forms included in Appendix B and C of this RFP.

Personnel: Include resume and contact information of all key personnel who would be responsible for managing and operating DATA's Vehicle Advertising.

Work Plan: DATA shall not incur any costs relating to the Scope of Work identified above unless otherwise stated. The Bidder must describe how they will be able to provide all equipment, facilities, labor, supervision, and any and all other required materials and services. DATA resources shall not be used in terms of personnel, facilities, or equipment unless agreed upon in writing by the Parties.

Budget: Provide a commission rate percentage breakdown separately for each individual advertisement as well as an anticipated annual total revenue with and itemization of the DATA Bus share of the total annual revenue.

References: Provide a list of past clients for whom the firm has performed work of a similar nature. For each reference include a contact name, phone number, and email address. Include no less than three references but no more than seven references.

VII. PROPOSAL EVALUATION/SELECTION PROCESS

The Review Team will receive competitive proposals from Bidders having specific experience and qualifications in the areas identified in this RFP. Bidders should send a technical and cost proposal. Bidders must comply with all required Federal clauses and provisions included in Appendix A. Proposals will be reviewed and ranked according to the following criteria:

- 30% Experience/Qualifications of Bidder(s)
- 40% Appropriateness, quality, innovation, and clarity of the RFP.
- 30% Cost

The DCTB reserves the right to reject any or all proposals, to waive any irregularities in proposals, and to negotiate scope and price with one or more Bidders. The Review Team will recommend to the DCTB the award of a contract to the Bidder whose proposal is deemed the most responsive and advantageous to the DCTB, cost and other factors considered subject to negotiation and availability of sufficient funds.

VIII. PRE-PROPOSAL MEETING

A Pre-Proposal Meeting will take place at the DCTB Offices located at 119 Henderson Ct, Delaware, Ohio 43015, at 1:30 p.m. on July 25, 2017. Potential Bidders may ask verbal questions at the pre-proposal meeting.

IX. INQUIRIES

The DCTB will accept written questions regarding the RFP through 1:00 PM, July 28, 2017 via email: GinnyBerry@ridedata.com. Questions received after this date and time will not receive a response.

The DCTB will **not** respond to questions posed verbally, except as posed at the pre-proposal meeting.

All questions and responses to such questions that are received by 1:00 PM, August 2, 2017 will be made available to all who receive and/or take a copy of this RFP by 1:00 PM on July 29, 2017.

X. COMMUNICATION RESTRICTIONS

From the time of release of the RFP until the time a Bidder is selected and a contract executed, Bidders shall not communicate with any DCTB member or any DCTB or DATA official, employee, or staff concerning the RFP except using the methods described in this RFP. Bidders that attempt any unauthorized communications shall be disqualified.

The DCTB, for purposes of clarification, reserves the right to contact any person, firm, company, or entity who has submitted a proposal.

XI. OWNERSHIP OF SUBMITTED MATERIALS

All materials submitted to and accepted by the DCTB in response to this RFP shall become the property of the DCTB and will be retained by the DCTB in accordance with the Ohio Public Records Act and the Ohio Records Retention Act. The contents of the proposal is subject to the Ohio Public Records Act, R.C. § 149.43.

XII. CONFLICT OF INTEREST

No personnel of the Bidder may voluntarily acquire any personal interest that conflicts with their responsibilities under any contract entered pursuant to this RFP. Additionally, the Bidder will not knowingly permit any public official or public employee who has any responsibilities related to any contract entered pursuant to this RFP to acquire an interest in anything or any entity under the Bidder's control if such an interest would conflict with that official's or employee's duties. The Bidder will disclose to the DCTB knowledge of any such person who acquires an incompatible or conflicting personal interest related to any contract entered pursuant to this RFP. The Bidder will take all legal steps to ensure that such a person does not participate in any action affecting the work under any contract entered pursuant to this RFP, unless the DCTB has determined that, in the light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

Each proposal must include a statement indicating whether the Bidder or any person(s) that work(s) for the Bidder in relation to any contract entered pursuant to this RFP has a possible conflict of interest (e.g., employed by the State of Ohio, Delaware County, Ohio, DCTB, DATA, work on a related Contract, or participation in the development of the specifications or requirements for this RFP and, if so, the nature of that conflict). The DCTB has the right to reject a proposal in which a conflict is disclosed or cancel the contract if any interest is later discovered that could give the appearance of a conflict.

XIII. INSURANCE AND WORKER'S COMPENSATION COVERAGE

Bidders shall submit with their completed proposal a copy and/or copies of proof(s) of insurance showing the insurance policies and amounts of coverage as required in this RFP. Bidders shall also submit a certificate proving that the Bidder and its agents and employees are covered by workers' compensation, employees' liability and/or the contractor's insurance in amounts sufficient to satisfy all claims that might arise from its acts or those of its employees and agents. The selected Bidder is responsible for ensuring contractually that any subcontractors maintain workers' compensation insurance at all times during the term of the resulting contract. Failure to maintain the required insurance coverage at any time during the term of any contract shall be deemed a material breach of the contract. Such failure shall deem the contract void in its entirety, and the selected Bidder shall not be entitled to any payment pursuant to the Contract or otherwise.

XIV. FAILURE TO SUBMIT REQUIRED DOCUMENTS

The failure of a Bidder to submit any documents required by this RFP and/or if any such submitted documents are not fully executed, such failure to submit or failure to fully execute such documents shall be grounds for rejection of the proposal.

CONTRACT LANGUAGE TERMS AND CONDITIONS

***ALL REQUIRED FORMS ARE INCLUDED IN APPENDIX B AND C OF THIS RFP, WHICH ARE HEREBY INCORPORATED BY THIS REFERENCE AS IF FULLY WRITTEN HEREIN. ***

1) Contractor Acknowledgement

By submitting a proposal, the Bidder acknowledges that it has fully and completely read and reviewed this RFP, that it fully and completely understands this RFP, and agrees to be bound by all its terms, requirements, and conditions. The Bidder acknowledges and understands that any contract that results from a proposal submitted pursuant to this RFP must be approved by DCTB, the Delaware County Transit Board Treasurer.

2) Reservation of Rights by DCTB

The DCTB reserves the following rights in relation to any submitted proposal or any contract that results from a proposal submitted pursuant to this RFP:

- A. The DCTB reserves the right to disqualify any proposal that takes exception to or limits the rights of the DCTB under this RFP and/or resulting contract;
- B. The DCTB reserves the right to refuse any proposal not properly submitted in accordance with the requirements of this RFP;
- C. The DCTB reserves the right to reject the selected proposal or other proposals at any time prior to execution of a contract;
- D. The DCTB reserves the right to cancel this RFP at any time;
- E. The DCTB reserves the right to reduce the scope of services required herein and to negotiate the price to reflect such change after award of the contract has been made; and,
- F. The DCTB reserves the right to select the proposal deemed to be the most responsive and advantageous proposal, as determined solely by the DCTB and/or its representative, to reject any and/or all proposals, or any portion of any and/or all proposals, to waive informalities or irregularities that do not affect the substance of the specifications and contents of this RFP and to award a contract in the manner deemed to be in the best interest of the DCTB and DATA.

3) Independent Contractor

The Bidder shall act in performance of this contract as an independent contractor. As an independent contractor, the Bidder and/or its officers, officials, board, employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of the DCTB, DATA, the Board of Delaware County Commissioners, and/or Delaware County, Ohio.

Additionally, Bidder and its employees are not entitled to any benefits of the Ohio Public Employees Retirement System ("OPERS"). Pursuant to Section 145.038 of the Ohio Revised Code, if the selected Contractor is an entity with fewer than five (5) individual employees, the Board shall require the Bidder to acknowledge, in writing on a form provided by OPERS, that the Bidder has been informed that the Board does not consider the Bidder a public employee and that no contributions will be made to the OPERS for the services provided under this Contract (see form provided in Appendix B).

4) Indemnification

The Bidder shall provide indemnification as follows:

- A. To the fullest extent of the law and without limitation, the Bidder agrees to indemnify and hold free and harmless the DCTB, DATA, the Board of Delaware County Commissioners, Delaware County, Ohio and all of their respective boards, officers, officials, employees, volunteers, agents, servants and representatives (collectively "Indemnified Parties") from any and all actions, claims, suits, demands, judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to the Bidder's, any subcontractor's, or any sub-subcontractor's performance of this Contract, including, but not limited to the performance or actions of the Contractor's, any subcontractor's, or any sub-subcontractor's officers, officials, boards, employees, agents, servants, volunteers, or representatives (collectively "Contracted Parties".) The Bidder agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that the Bidder shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. The Bidder further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that the Bidder shall pay, settle, compromise, and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees.
- B. The Bidder shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts arising out of or resulting in whole or in part from any acts or omissions negligent or accidental, actual or threatened, intentional or unintentional of the Contracted Parties.
- C. To the fullest extent of the law and without limitation, the Bidder agrees to indemnify and hold free and harmless the Indemnified Parties from any and all actions, claims, suits, demands, judgments, damages, losses, costs, penalties, fines, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any violation of governmental laws, regulations, any spoilage, harm, damage, injury, or loss of or upon the environment, including, but not limited to land, water, or air, or any adverse effect on the environment, including, but not limited to land, water, or air, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to the Contracted Parties' performance of this Contract. The Bidder agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that the Bidder shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. The Bidder further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that the Bidder shall pay, settle, compromise and procure the discharge of any and all

judgments, damages, losses, costs, penalties, fines, and expenses, including, but not limited to attorney's fees.

5) Insurance

The Bidder shall carry and maintain throughout the life of the Contract such bodily injury and property damage liability insurance as will protect it and the Indemnified Parties against any and all claims for personal injury, including death, or property damage, which may arise out of or result from the performance of or operations under this Contract or from the use of any vehicle(s) in connection therewith, and shall include coverage for indemnification as described above.

Prior to commencement of this Contract, the Bidder shall present to the DCTB current certificates of insurance, and shall maintain current such insurance during and throughout the entire term of this Contract. Said insurance shall, at a minimum, include the insurance specified below and the amount of coverage on said policies of insurance shall be at least that which is specified below:

- A. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed.
- B. Commercial General Liability Insurance with coverage in an amount equal to and covering all sums which the Bidder may or shall become legally obligated to pay as damages, but in an amount providing for a minimum of or at least one million dollars (\$1,000,000.00) coverage per occurrence with an annual aggregate of at least two million dollars (\$2,000,000.00), including coverage for subcontractors, if any are used, covering any and all work performed under this Contract.

The insurance company needs to be identified for each insurance policy and coverage. The certificates of insurance are to be signed by a person authorized by the insurance company to bind coverage on its behalf.

All insurance shall be written by insurance companies licensed to do business in the State of Ohio.

The insurer shall provide thirty (30) days' written notice to the DCTB before any cancellation or non-renewal of insurance coverage. Failure to provide such written notice will obligate the insurer to provide coverage as if cancellation or non-renewal did not take place.

If there is any change in insurance carrier or liability amounts, a new certificate of insurance must be provided to the DCTB within seven (7) calendar days of change.

During the life of the Contract, the DCTB may require the Bidder to provide respective and/or additional certificate(s) of insurance in order to verify coverage. Failure to provide a requested certificate of insurance within seven (7) calendar days of the request may be considered as default.

In addition to the rights and protections provided by the insurance policies as required above, the DCTB shall retain any and all such other and further rights and remedies as are available at law or in equity.

6) Damages in the Event of Default

The DCTB declares and the Bidder acknowledges that the DCTB may suffer damages due to the failure of the Bidder to act in accordance with the requirements, terms, and conditions of the Contract. The DCTB declares and the Bidder agrees that such failure shall constitute an event of default on the part of the Bidder and the Bidder agrees to pay damages to the DCTB to compensate the DCTB for any damages it incurs as a result of the default. The Bidder agrees that if the DCTB does not give prompt notice of such a failure, that the DCTB has not waived any of its rights or remedies concerning the failure by the Bidder.

7) Termination for Cause/Convenience

A. Termination for the Convenience:

Either Party may terminate this Contract at any time and for any reason by giving at least thirty (30) days' advance notice, in writing, to the other Party. The Bidder shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

B. Breach or Default:

Upon breach or default of any of the provisions, obligations, or duties embodied in this Contract, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Contract may, at the election of the aggrieved Party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, the Bidder shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

C. Effect of Waiver of any Occurrence of Breach or Default:

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable or legal remedies. If either Party fails to perform an obligation or obligations under this Contract and such failure(s) is (are) waived by the other Party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by the DCTB shall be authorized in writing and signed by a quorum of the DCTB.

8) Inspection and Maintenance of Records and Work Papers/Audit

At any time, during regular business hours, with reasonable notice and as often as the DCTB or their representatives may deem necessary, the Bidder shall make available to any or all the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, reports, documents and all other information or data relating to all matters covered by this Contract. The DCTB or their representatives shall be permitted by the Bidder to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Contract.

The Bidder, for a minimum of three (3) years after reimbursement / compensation for services rendered under this Contract, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all records, documents, writings and/or other information related to performance of this Contract. If an audit, litigation, or other action is initiated during the time period of this Contract, the Bidder shall retain and maintain, and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

Prior to the destruction of any records related to performance of this Contract, regardless of who holds such records, the Bidder shall contact the DCTB in writing to obtain written notification that such records may be destroyed. Such request for destruction of records must specifically identify the records to be destroyed.

9) Notices

All notices which may be required by this Contract or by operation of any rule of law shall be hand delivered, sent via certified United States Mail, return receipt requested, sent via a nationally recognized and reputable overnight courier, return receipt requested, or via email, to the following individuals at the following addresses and shall be effective on the date received:

Bidder:

Email:

DCTB:
Denny Schooley
Executive Director
Delaware Area Transit Agency (DATA)
119 Henderson Ct.
Delaware, Ohio 43015
EMAIL: DennySchooley@ridedata.com

10) Equal Employment Opportunity

In fulfilling the obligations and duties of the Contract, the Bidder shall not discriminate against any employee or applicant for employment based on race, religion, national origin, color, creed, gender, sexual orientation, age, Vietnam-era Veteran status, or disability, as defined in the Americans with Disabilities Act.

The Bidder shall ensure that applicants are hired and that employees are treated during employment without regard to any of the listed factors. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

The Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the Bidder complies with all applicable federal and state non-discrimination laws. The Bidder shall incorporate the foregoing requirements of this section in all of its contracts for any of the work prescribed herein, and shall require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

11) Drug Free Environment

The Bidder agrees to comply with all applicable state and federal laws regarding drug-free environment and shall have established and have in place a drug free environment policy. The Bidder shall make a good faith effort to ensure that all of its employees will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

12) Findings For Recovery

The Bidder certifies by its signature below that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

Bidder

13) Campaign Finance Certification

Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the Contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Bidder, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." Failure to complete and submit the required aforementioned certificate/affidavit with the proposal will result in the response/proposal to be deemed non-responsive and disqualified from receiving further consideration. Such certification is by this reference made a part of this Contract.

14) Non-Collusion / Conflict of Interest

The Bidder certifies as follows:

- This Bid/Contract is not entered or made in the interest of or on behalf of an undisclosed person, partnership, company, association, organization, or corporation.

- This Bid/Contract is genuine and not collusive or a sham.
- The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid.
- The Bidder has not directly or indirectly colluded, conspired, connived or agreed with any Bidder or anyone else to put in a sham Bid or that anyone shall refrain from Bidding.
- The Bidder has not directly or indirectly colluded, conspired, connived or agreed with any other person or entity concerning or regarding this Contract.
- The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the price of this Contract, to fix any overhead, profit or cost element of this Contract, or to secure any advantage against the DCTB or anyone interested in this Contract.
- The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix Bid price of said Bidder or any other Bidder, or to fix any overhead, profit or cost element of such Bid price or that of any other Bidder, or to secure any advantage against the DCTB or anyone interested in the proposed contract.
- This Bid/Contract is not a product of collusion with any other vendor, person, or entity, and no effect has been made to fix any overhead, profit or cost element of any proposed price.
- The Bidder is unaware of and there is no conflict of interest, either involving it or its employees that would prohibit the Bidder from entering this Contract.
- The Bidder has not, directly or indirectly, submitted its Bid price or any break-down thereof, or the contents thereof, or divulged any information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with the Bidder in its general business.
- All statements contained in the Bid are true.
- All statements contained in the Contract are true.

Bidder agrees that no agent, officer, or employee of DCTB or Delaware County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof. Bidder agrees that it will not employ in any manner a current DCTB or Delaware County employee for a minimum period of one (1) year from the expiration or termination of this Contract, without the prior express written consent of DCTB.

15) Conflicts of Terms, Conditions, or Provisions

To the extent that the terms, conditions, or provisions of this RFP and any proposal submitted by the Bidder may be inconsistent, the terms, conditions, or provisions of this RFP control. To the extent that this RFP and proposal are inconsistent with the Contract, the terms, conditions, or provisions of this RFP shall control.

16) Headings

Headings in this RFP and the Contract are for convenience only and shall not affect the interpretation of any of the terms and conditions contained in this RFP and Contract.

17) Severability

If any provision of this RFP or Contract or the application of any such provision shall be held by a court of competent jurisdiction to be contrary to law or invalid, the remaining provisions of this RFP and Contract shall remain in full force and effect.

18) Incorporation of RFP into Contract

Any Contract resulting from this RFP shall incorporate the legal notice, this RFP and all of its appendixes and attachments and this RFP and all of its appendixes and attachments shall be a part of such Contract.

Any written addenda issued by the DCTB and the entirety of the Bidder's proposal shall also be incorporated into and become a part of the executed Contract.

19) Incorporation of Appendixes

All appendixes, forms, and other documents as completed by the Bidder and contained in and/or referenced in this RFP are hereby incorporated into this RFP and the Contract.

20) Governing Law

This Contract shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Contract shall be filed in and heard before the courts of Delaware County, Ohio.

21) Authority to Sign

Any person submitting a bid pursuant to this RFP and executing the Contract in a representative capacity hereby warrants that he/she has authority to submit a bid and sign this Contract or has been duly authorized by his/her principal to submit a bid and execute this Contract on such principal's behalf.

22) Entire Agreement

This RFP (and its appendixes and attachments), all written addenda issued by the DCTB, and the entirety of the selected Bidder's proposal shall constitute the entire understanding and agreement between the DCTB and the Bidder, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

23) Federal Clauses

The Contractor agrees to comply with all applicable federal clauses and to all applicable required federal certifications hereby attached as Appendix A, which are hereby incorporated by reference as if fully written herein.

24) LICENSES:

The Contractor hereby certifies and warrants that all of its officers, employees, volunteers, representatives, and/or servants that will be performing Services under this Contract are legally and

properly trained and/or licensed to be performing the tasks that they will be performing under this Contract.

25) ASSIGNMENT:

This Contract and/or any of the rights or responsibilities contained herein may not be assigned, or transferred to any other party without the express written consent of both Parties.

APPENDIX A
FEDERAL CLAUSES

Fly America Requirements

Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 40118 (the “Fly America” Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US 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. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US 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. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Energy Conservation

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Lobbying

Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000 Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. B

Access to Records and Reports

Applicability – As shown below. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO

contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.

2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

Recycled Products

All contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds. 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.

No Government Obligation to Third Parties

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

- (1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

- (1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.
- (2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.
- (3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination

Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$100,000

- a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.
- b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.
- c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.
- d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.
- g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the

recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

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

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

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
 2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses. If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.
- i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient. If, after termination for failure to fulfill contract

obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

- j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government Wide Debarment and Suspension (Non Procurement)

The Recipient agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel.

Contracts Involving Federal Privacy Act Requirements

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

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

- 1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- 2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights Requirements

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

- a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, or (g) Age, and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,
- b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations,

- and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,
- c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe - Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer".

Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

- d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in

the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., (2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under MAP-21 and previous legislation,

- e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,
- f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,
- g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of "employer," (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27, (c) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35, (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public

Accommodations and in Commercial Facilities,” 28 C.F.R. part 36, (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance.

- h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,
- i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, December 14, 2005,
- j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.
- k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

Disadvantaged Business Enterprise

Contracts over \$3,000 awarded on the basis of a bid or proposal offering to use DBEs

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient’s overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.
- b. The contractor shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of 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 the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

- d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.
- f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

Prompt payment

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

Incorporation of Federal Transit Administration (FTA) Terms

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

Other Federal Requirements

The following requirements are not federal clauses.

Full and Open Competition

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Access Requirements for Persons with Disabilities

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Interest of Members or Delegates to Congress

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom. N

Ineligible Contractors and Subcontractors

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Real Property

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by MAP-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following:

- (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low- Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and
- (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and
- (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance.

Environmental Protections

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and

Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only

Non Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, Audits of States, Local Governments, and Non Profit Organizations. Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in '3052.215(a), but records must be available for review or audit by appropriate officials of the Federal and State agencies.

Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

CFDA number for the Federal Transportation Administration

Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC. Q

APPENDIX B FORMS

- AFFIDAVIT OF AUTHORITY TO SIGN ON BEHALF OF PRINCIPAL
- NON-DISCRIMINATION CLAUSE
- PERSONAL PROPERTY TAX AFFIDAVIT – NO TAX OWED
- PERSONAL PROPERTY TAX AFFIDAVIT – TAX OWED
- NON-COLLUSION AFFIDAVIT
- CERTIFICATION/AFFIDAVIT IN COMPLIANCE WITH O.R.C. SECTION 3517.13
- OPERS INDEPENDENT CONTRACTOR ACKNOWLEDGMENT
- CONTRACT
- FISCAL OFFICER’S CERTIFICATION

AFFIDAVIT OF AUTHORITY TO SIGN ON BEHALF OF PRINCIPAL

(To be filled in and executed if the Bidder is a Corporation)

State of _____)

County of _____) ss.:

_____, being duly sworn, deposes and says that he/she is

Secretary of _____ a corporation organized and existing under and by virtue of the laws of the State of _____, and having its principal offices at: _____ (street), _____ (city), _____ (county), _____ (state).

Affiant further says that _____ (name of officer), _____ (title) of the corporation is duly authorized to sign the contract for _____

_____ for said corporation by virtue of _____ (state whether a provision of by-laws, or a resolution of Board of Directors)

If by resolution, give date of adoption: _____, 20__.

Signature

Sworn to before me and subscribed in my presence this ____ day of _____, 20__.

Notary Public
My commission expires: _____

NON-DISCRIMINATION FORM

In the performance of all contracts with the DCTB, the Bidder will be bound by the following non-discrimination in employment clauses:

1. The Bidder agrees to comply with all federal, state, and/or local non-discrimination laws.
2. The Bidder will not discriminate against any employee or applicant for employment because of race, creed, color, religion, gender, age, sexual orientation, or national origin or physical or mental handicap. The Bidder will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, religion, gender, age, sexual orientation, national origin or physical or mental handicap. Such actions shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection or training, including apprenticeship. The Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
3. The Bidder will, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, gender, age, sexual orientation, national origin, or physical or mental handicap.
4. The Bidder further agrees that he/she will incorporate or cause to be incorporated into any subcontract, the regulations on Equal Employment Opportunity during the performance of this Contract.

_____, 20__
Date

Bidder

By: _____

Title: _____

PERSONAL PROPERTY TAX AFFIDAVIT

(No Delinquent Tax Owed)

STATE OF _____
COUNTY OF _____ SS:

The undersigned hereby affirms and certifies that they are not charged with delinquent personal property taxes on the general tax list of personal property of Delaware County, Ohio, nor were they charged with delinquent personal property taxes on the general tax list of personal property of Delaware County at the time this bid was made.

Bidder

By: _____

Title: _____

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public
My commission expires _____

In accordance with Section 5719.042 ORC, a copy of this statement shall be incorporated into the contract, and no payment shall be made with respect to any contract to which this section applies, unless such statement has been so incorporated as a part thereof.

NON-COLLUSION AFFIDAVIT

State of _____)

County of _____) SS:

Bid Identification: RFP by the Delaware County Transit Board, Delaware County, Ohio for Vehicle Advertising

Bidder: _____

The undersigned, being first duly sworn, deposes and says that he is _____ of the above named Bidder making the foregoing Bid; that such Bid is not made in the interest of or on behalf of an undisclosed person, partnership, company, association, organization, or corporation; that such Bid is genuine and not collusive or sham; that said Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived or agreed with any Bidder or anyone else to put in a sham Bid, or that anyone shall refrain from Bidding; That said Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix Bid price of said Bidder or any other Bidder, or to fix any overhead, profit or cost element of such Bid price, or that of any other Bidder, or to secure any advantage against the Owner awarding the Contract or anyone interested in the proposed contract; that all statements contained in such Bid are true; and further, that said Bidder has not, directly or indirectly, submitted its Bid price or any break-down thereof, or the contents thereof, or divulged any information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, Bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said Bidder in its general business. Y

Executed this ____ day of _____, 20__.

Sworn to and subscribed in my presence this ____ day of _____, 20__.

Notary Public
My commission expires: _____

**CERTIFICATION/AFFIDAVIT IN COMPLIANCE
WITH O.R.C. SECTION 3517.13**

STATE OF _____

COUNTY OF ____, ss:

Personally appeared before me the undersigned, a bidder or representative of a bidder in competitive bidding on behalf of _____ for a contract for the purchase of goods and/or services to be let by the DCTB, Delaware County, Ohio who, being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under section 3517.13 of the Ohio Revised Code, and further states that the undersigned has the authority to make the following representation on behalf of the entity if the undersigned as an individual is not the bidder himself or herself:

1. On behalf of the individual, partnership or other unincorporated business, association, estate, or trust that all of the following persons, if applicable, are in compliance with 3517.13 (I)(1)¹:

¹ O.R.C. § 3517.13(I)(1)(a) provides:

[N]o political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year, to any individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785. of the Revised Code, estate, or trust if any of [those persons listed in ¶ 1, a–h] . . . has made, as an individual, within the previous twenty-four months, one or more contributions totaling in excess of one thousand dollars to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee.

O.R.C. § 3517.13(I)(1)(b) prohibits award of such a contract

[I]f **any combination** of the following has made, within the previous twenty-four months, one or more contributions totaling in excess of two thousand dollars to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee: (i) The individual; (ii) Any partner or owner of the partnership or other unincorporated business; (iii) Any shareholder of the association; (iv) Any administrator of the estate; (v) Any executor of the estate; (vi) Any trustee of the trust; (vii) The spouse of any person identified in divisions (I)(1)(b)(i) to (vi) of this section; (viii) Any child seven years of age through seventeen years of age of any person identified in divisions (I)(1)(b)(i) to (vi) of this section; (ix) Any political action committee affiliated with the partnership or other unincorporated business, association, estate, or trust.” (Emphasis added.)

- a. the individual;
 - b. each partner or owner of the partnership or other unincorporated business;
 - c. each shareholder of the association;
 - d. each administrator of the estate;
 - e. each executor of the estate;
 - f. each trustee of the trust;
 - g. each spouse of any person identified in (a) through (f) of this section;
 - h. each child seven years of age to seventeen years of age of any person identified in (a) through (f) of this section;
 - i. any combination of persons identified in (a) through (f) of this section.
2. On behalf of a corporation or business trust, except a professional association organized under Chapter 1785 O.R.C., that all of the following persons, where applicable, are in compliance with 3517.13 (J)(1)²:
- a. an owner of more than twenty per cent of the corporation or business trust;
 - b. each spouse of an owner of more than twenty per cent of the corporation or business trust;
 - c. each child seven years of age to seventeen years of age of an owner of more than twenty per cent of the corporation or business trust;
 - d. any combination of persons identified in (a) through (c) of this section.

² O.R.C. § 3517.13(J)(1)(a) provides:

[N]o political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year, to a corporation or business trust, except a professional association organized under Chapter 1785. of the Revised Code, if any of [those persons listed in ¶ 2, a–c] . . . has made, as an individual, within the previous twenty-four months, taking into consideration only owners for all of that period, one or more contributions totaling in excess of one thousand dollars to the holder of a public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee.

O.R.C. § 3517.13(J)(1)(b) prohibits award of such a contract:

[I]f **any combination** of the following has made, within the previous twenty-four months, taking into consideration only owners for all of that period, one or more contributions totaling in excess of two thousand dollars to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee: (i) Owners of more than twenty per cent of the corporation or business trust; (ii) Spouses of owners of more than twenty per cent of the corporation or business trust; (iii) Children seven years of age through seventeen years of age of owners of more than twenty per cent of the corporation or business trust; (iv) Any political action committee affiliated with the corporation or business trust. (Emphasis added.)

BIDDER:

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

Sworn to before me and subscribed in my presence by the above named person this ____ day of _____, 20_____.

NOTARY PUBLIC: _____

My Commission Expires: _____

STEP 3: Acknowledgment

The public employer identified in Step 2 has identified you as an independent contractor or another classification other than a public employee. Ohio law requires that you acknowledge in writing that you have been informed that the public employer identified in Step 2 has classified you as an independent contractor or another classification other than a public employee for the services described in Step 2 and that you have been advised that contributions to OPERS will not be made on your behalf for these services.

If you disagree with the public employer's classification, you may contact OPERS to request a determination as to whether you are a public employee eligible for OPERS contributions for these services. Ohio law provides that a request for a determination must be made within five years after you begin providing personal services to the public employer, unless you are able to demonstrate through medical records to the Board's satisfaction that at the time the five-year period ended, you were physically or mentally incapacitated and unable to request a determination.

By signing this form, you are acknowledging that the public employer for whom you are providing personal services has informed you that you have been classified as an independent contractor or another classification other than a public employee and that no contributions will be remitted to OPERS for the personal services you provide to the public employer. This acknowledgment will remain valid as long as you continue to provide the same services to the same employer with no break in service regardless of whether the initial contract period is extended by any additional agreement of the parties. You also acknowledge that you understand you have the right to request a determination of your eligibility for OPERS membership if you disagree with the public employer's classification.

This form must be retained by the public employer and a copy sent to OPERS. The public employer's failure to retain this acknowledgment may extend your right to request a determination beyond the five years referenced above.

Signature _____ Today's Date ____/____/____
Do not print or type name

CONTRACT FOR REVENUE VEHICLE EXTERIOR ADVERTISING MANAGEMENT

This Contract ("Contract") is executed this _____ day of _____, 2017, by and between the Delaware County Transit Board, Delaware County, Ohio ("DCTB"), operating the Delaware Area Transit Agency ("DATA" or "DATA Bus"), whose principal place of business is 119 Henderson Court, Delaware, Ohio 43015, and:

a [___ corporation, ___ partnership or ___ individual] ("Contractor"), whose principal place of business is located at:

(individually "Party" and collectively "Parties.")

WHEREAS, the DCTB is in need of services providing for the placement of exterior advertising on DCTB vehicles ("Services") as fully set forth in this Request for Proposals ("RFP"); and,

WHEREAS, the DCTB has inherent authority through its powers and duties set forth in R.C. § 306.04 to perform such Services; and,

WHEREAS, the DCTB maintains a fleet of vehicles for the purpose of providing transportation services to the general public; and,

WHEREAS, the DCTB's vehicle fleet has exterior space available to allow certain advertisements to be displayed; and,

WHEREAS, the Contractor operates a business for the purpose of marketing, arranging, and negotiating with potential advertisers to advertise products and services; and,

WHEREAS, the Contractor submitted a RFP to perform such Services, was the most responsive and advantageous to DCTB, was awarded this Contract, and agrees to perform the Services at the agreed upon payment terms included in the proposal; and,

WHEREAS, the DCTB approved Resolution No. _____ on the _____ day of _____, 2017 ("Resolution"); and,

WHEREAS, the Resolution approved the execution of this Contract by DCTB.

NOW THEREFORE, for good and valuable consideration and the mutual covenants, conditions, and promises contained herein, the Parties agree as set forth below:

DEFINITIONS:

All capitalized terms shall have the same meanings as those terms are defined in the RFP.

Term:

The contract will commence on _____, 2017 and shall continue for an initial three (3) year term unless otherwise terminated in accordance with the terms and conditions of this RFP. The Parties

shall have the option, upon mutual written agreement, to extend the Contract term with two additional one-year extensions.

PURPOSE OF CONTRACT:

The purpose of this Contract is to state the covenants and conditions under which the Contract shall provide Services within Delaware County, Ohio, in accordance with all the terms, conditions, specifications, and provisions of the following (collectively "Contract Documents"):

1. Legal Notice,
2. RFP for DCTB Revenue Vehicle Exterior Advertising Management,
3. Contractor's Submitted Proposal
4. All documents and forms completed by the Contractor in accordance with the RFP and/or in submitting a bid.

SCOPE OF SERVICES:

The Contractor shall provide Services in accordance with all the terms, conditions, specifications, and provisions of the Contract Documents.

COMPENSATION:

In exchange for Contractor providing the Services to DCTB, Contractor agrees to compensate DCTB at the following rates as set forth in Contractor's proposal:

After the Services have been rendered, Contractor shall provide the DCTB with a proper detailed invoice. A proper invoice is defined as being free from defects, discrepancies, errors, and/or other improprieties.

Contractor shall submit payment along with invoice to DCTB as follows:

Roger VanSickle
Treasurer
Delaware County Transit Board
119 Henderson Court
Delaware, Ohio 43015

DAMAGES IN THE EVENT OF BREACH:

In the event that the Contractor fails to fully meet and perform all the requirements and/or obligations imposed and required as part of this Contract, the Contractor shall pay damages to the DCTB as compensation for such failure. Such damages shall be as provided in the RFP.

INSURANCE AND INDEMNIFICATION:

The Contractor hereby agrees to indemnify and hold free and harmless the Indemnified Parties as provided in the RFP. Throughout the life of the Contract, the Contractor also agrees to provide, carry, and maintain such insurance as required by the RFP. The Contractor agrees to name the DCTB as "Additional Insured" on such policies of insurance and provide proof of such insurance to the DCTB as required in the RFP.

INCORPORATION OF THE CONTRACT DOCUMENTS AND RESOLUTION:

The Contract Documents and Resolution in their entirety and all terms, provisions, and conditions contained therein are all by this reference hereby expressly understood and accepted by the Parties and are all in their entirety incorporated into and made a part of this Contract.

IN WITNESS WHEREOF, the Parties, by and through their respective and proper officers, have on behalf of themselves or those whom they represent, signed this Contract of their own free and voluntary will and agree to the Parties being bound thereby.

**DELAWARE COUNTY TRANSIT BOARD
DELAWARE COUNTY, OHIO**

Denny Schooley, Executive Director

Date

CONTRACTOR:

Company Name

Check One:

Corporation

Partnership

Individual

Other: _____

A person signing shall, in his own handwriting, sign the principal's name, his own name and his title. A person signing for a corporation, other than the president or vice president, shall, by affidavit, show his authority to bind the corporation.

Signature

Date

Printed Name

Title

Street Address

City, State, Zip

Approved as to form:

Delaware County Prosecuting Attorney

FISCAL OFFICER'S CERTIFICATION [RC 5705.41(D)]

The Delaware Area Transit Agency Fiscal Officer hereby certifies that the funds required to meet the obligation set forth in this Agreement have been lawfully appropriated for such purpose and are in the treasury or in the process of collection free from any other encumbrances. The Delaware Area Transit Agency Fiscal Officer also certifies that he has confirmed with the Ohio Auditor of State that Contractor does not have any unresolved findings for recovery issued against it by the State of Ohio.

Roger VanSickle, Treasurer

APPENDIX C
FEDERAL CERTIFICATIONS

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____, hereby certify
(Name and title of official)

On behalf of _____ that:
(Name of Bidder/Company Name)

- 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, and 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.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name _____

Type or print name _____

Signature of authorized representative _____ Date ____/____/____ Signature

of notary and SEAL _____

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

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

- (1) It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” 2 CFR part 180,
- (2) To the best of its knowledge and belief, that it’s Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 - (1) Debarred,
 - (2) Suspended,
 - (3) Proposed for debarment,
 - (4) Declared ineligible,
 - (5) Voluntarily excluded, or
 - (6) Disqualified,
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 - (1) 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 under a public transaction,
 - (2) Violation of any Federal or State antitrust statute, or
 - (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
 - c. It is 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 listed in the preceding subsection 2.b of this Certification,
 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
 - e. If, later, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
 - f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 - (1) Equals or exceeds \$25,000,
 - (2) Is for audit services, or
 - (3) Requires the consent of a Federal official, and
 - g. It will require that each covered lower tier contractor and subcontractor:

(1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and

(2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:

- a. Debarred from participation in its federally funded Project,
- b. Suspended from participation in its federally funded Project,
- c. Proposed for debarment from participation in its federally funded Project,
- d. Declared ineligible to participate in its federally funded Project,
- e. Voluntarily excluded from participation in its federally funded Project, or
- f. Disqualified from participation in its federally funded Project, and

3. It will provide a written explanation as indicated on a page attached in FTA's TEAM-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor _____

Signature of Authorized Official _____ Date ___/___/___

Name and Title of Contractor's Authorized Official _____