RFQ for Studies of Route Efficiency and Vehicle Maximization

Issued by: David Bruffy
Mountain Line Transit Authority
MLTA2015-1
REQUEST FOR QUALIFICATION

TWO PART STUDY ROUTE EFFICIENCY AND VEHICLE MAXIMIZATION

The Monongalia County Urban Mass Transit Authority, doing business as Mountain Line Transit Authority, was established in 1996 as a consolidation of the City of Morgantown Transit system and the Monongalia County Commission Transit system. Mountain Line is a governmental entity created under West Virginia State Statute and is a direct recipient of Federal Transit Administration funding for capital and operating purposes.

Mountain Line’s central administrative offices are located at the intersection of DuPont Road and US 19 at 420 DuPont Road, Westover, West Virginia, 26501-2309.

INTRODUCTION

Mountain Line Transit Authority is seeking submissions from qualified individuals/firms to develop a two-part study on route efficiency maximization and vehicle maximization analysis. The purpose of this two-part study is to allow for a more efficient and effective transit service.

FTA’s Map 21 has four criteria scoring system including asset age, asset condition, asset performance and level of maintenance. The FTA requires revenue service vehicles to be above a certain level of state of good repair while in service. When obtaining funding for replacement vehicles it can take several months. A successfully negotiated RFP can take several months. The time between contracting for a replacement vehicle until delivery can take between a year and two years.

The successful bidder is expected to perform a detailed study which will help the Authority maintain goals of keeping the current and future fleets in a state of good repair, monitoring, and assessing fleet conditions in a timely manner to continually remain in that condition. The planning period for this study is ten years.

The second part of this study is intended to help the Authority maintain a level of route efficiency expected by the Authority’s customers and community. At times funding levels can demand changes that can influence the level of service available to the community. This route efficiency and maximization information will help the Authority in maximizing service to the community’s needs.

A. REQUEST FOR QUALIFICATION ISSUANCE. Mountain Line Transit Authority is issuing this Request for Qualification. (Hereafter RFQ)

B. RFQ IDENTIFICATION NUMBER. The identification number assigned by Mountain Line Transit Authority for this project is MLTA2015-1. Please use this number when communicating any information to the Authority regarding this project.
D. RFQ DUE DATE. RFQ responses are due no later than 2:00 p.m. local time on Wednesday 10/22/2014.

C. PRE-PROPOSAL CONFERENCE. There will be a MANDATORY pre-proposal conference held on Wednesday, 11/05/2014. The Conference will be held in the Training Room of the Authority’s 420 DuPont facility located in Westover, WV 26501, at 1:00 p.m. local time. This pre-proposal conference is by invitation only to the most qualified candidates after the RFQs have been evaluated.

E. CUT-OFF FOR QUESTIONS. Pursuant to the Laws of the State of West Virginia, the Authority must give all Proposers 4 business days for the completion of responses without any new information being included in the solicitation. Therefore, questions regarding this RFQ shall be as of the end of business 5:00 p.m. local time on 11/12/2014.

F. INQUIRIES, INFORMATION, NOTICE, AND CORRESPONDENCE. All inquiries, requests for information, notices, and correspondence concerning this solicitation shall be submitted in writing to:

Loring A. Danielson, Finance Officer
Mountain Line Transit Authority
420 DuPont Road
Morgantown, WV 26501-2309

Or if by email: to Danielson@busride.org

General, non-project related inquiries (such as meeting location directions) may be made by calling 304-296-3680, from 8:00 am through 5:00 pm, local time, Monday through Friday.

The Finance Officer is the only point of contact on all matters related to this RFQ solicitation. Proposers should make any requests for additional information or clarification in writing only as indicated above. Failure to do so may be cause for disqualification. Proposers are strictly prohibited from contacting any member of the evaluation committee, or the Authority’s Board of Directors. Failure to comply with this request will be cause for disqualification of the proposal.

G. PROPOSAL. After the question period is complete, if updates are made addenda or amendments will be made available to all the potential proposers. The submissions are due by 2:00 PM 12/05/2014. Submissions made after this date will not be accepted.

**ARTICLE I - SUBMITTING YOUR PROPOSAL**

1.1 General. Proposers are expected to examine the entire RFQ/SOLICITATION, including all specifications, standard provisions, and instructions. Failure to do so will be at the Proposer’s risk. Each Proposer shall furnish the information required by the RFQ/SOLICITATION. Qualifications must be typewritten. Time periods, stated in number of days, in an RFQ/SOLICITATION, or in the Proposers response, shall be in consecutive calendar days.

By making a proposal, the Proposer warrants that:

a) The Proposer has read and understands the RFQ/SOLICITATION documents, instructions, terms and conditions;  
b) That the proposal is made in accordance therewith; and  
c) The proposal is based upon the materials, equipment, systems, printing and/or services specified.
1.2 Delivery Address. All qualifications/proposals must be delivered by Dates and times specified at the address below:

Mountain Line Transit Authority
420 DuPont Road, Morgantown, WV  26501-2309
(DuPont entrance if delivered in person)

1.3 Proposal Delivery. All qualifications/proposals and other required documents must be enclosed in a sealed opaque envelope or container and must contain the following:

1.3.1 "REQUEST FOR PROPOSAL" must be clearly visible on the front of the submission.

1.3.2 Proposal Identification Number as identified in this RFQ must be on the front of the envelope or container.

1.3.3 Supplier Name and address must be on the front of the submission.

1.3.4 Due Date & Time must be clearly visible on the front of the submission.

1.4 Proposer Responsibility. The Proposer is fully responsible for timely delivery at the location designated for receipt of qualifications/proposals. Qualifications/proposals received after this date and time will not receive consideration. Oral, telephonic, facsimile, or telegraphic qualifications/proposals are invalid and will not receive consideration. No exceptions are permitted.

1.5 Number of Qualifications/Proposals. Respondents must submit one (1) original and three (3) copies of their qualifications/proposals.

1.6 Costs Incurred. Any and all costs incurred by the proposer in preparation of a response to this request or for presentation of credentials are the responsibility of the proposer and will not be reimbursed. All responses and documentation submitted by the proposer become the property of Mountain Line Transit Authority at the time the documents are opened.

1.7 Life of Proposal. All qualifications/proposals shall remain in effect for a minimum period of one hundred twenty (120) calendar days from the proposal opening date. Qualification proposals may not be canceled, altered, or withdrawn, except as otherwise provided herein.

1.8 Proposal Response Certification Form. Attachment B, included herein, shall be attached to the front of the proposal and shall contain the Proposers certification of the submission. Qualification proposals must be signed by an individual or individuals who have full authority to execute a binding contract on behalf of the responding entity or individual.

1.9 Interpretation, Correction or Changes in RFQ/SOLICITATION. Any interpretation, correction, or change in an RFQ/SOLICITATION will be made by formal addendum by the Authority. Interpretations, corrections, or changes to an RFQ/SOLICITATION made in any other manner will not be binding, and no Proposer may rely upon any such interpretation, correction, or change.
All official formal addendums may be obtained at:
• http://www.busride.org/ContactComment/Procurement.aspx

or

• by contacting:

Mountain Line Transit Authority
420 DuPont Road
Morgantown, WV  26501

Or if by email: to Danielson@busride.org

Or if by phone: to (304) 296-3680

1.10 Acknowledgment of Amendments to the RFQ/SOLICITATION. Proposers must acknowledge the receipt of any addenda or amendments to the RFQ/SOLICITATION on the Proposal Response Certification Form as identified under 1.8 above.

1.11 Proposal Confidentiality. Ownership of all data, materials, and documentation originated and prepared for the Authority pursuant to the RFQ/SOLICITATION shall belong exclusively to the Authority and be subject to public inspection in accordance with the West Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a Proposer shall not be subject to public disclosure under the West Virginia Freedom of Information Act; however, the Proposer must invoke the protections of Article 1, Chapter 29B of the Code of West Virginia in writing, either before or at the time the data or material is submitted. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information.

1.12 Modification or Withdrawal of Qualification Proposals. Proposers may modify or withdraw their qualification proposal before the time and date as specified for receipt of the by giving notice, in writing, to the Finance Officer. Notice shall include the signature of the Proposer and shall be received before the designated time and date for receipt of qualification proposals.

1.13 Erasures and Interlineations. Erasures, interlineations, or other changes in the proposal must be initialed by the authorized individual(s) signing the proposal.

ARTICLE II - PROPOSAL EVALUATION PROCESS & PROCEDURES

2.1 General. Generally, the purpose of an RFQ/SOLICITATION is to identify and ultimately contract with a qualified proposer or proposers for commodities or services required by the Authority. The RFQ/SOLICITATION process and legal requirements are outlined in detail.

2.2 Process. By publication of a Request for Qualification/Solicitation/Expression of Interest, Mountain Line Transit Authority begins an administrative process that may or may not lead to the award of a contract(s). The Authority may stop the process at any time, with or without cause, and nothing in a RFQ/SOLICITATION document
may be interpreted as an offer to purchase, procure, or otherwise acquire any product or service from any Proposer or vendor. Typically, the RFQ/SOLICITATION process employs the following steps:

• RFQ/SOLICITATION Publication and Distribution to Interested Parties
• Receipt of Qualification proposals
• Qualifications Evaluation
• Pre-proposal meeting
• Proposer Discussions and Fact Finding (If Required)
• Proposal Addendums if any
• Proposal Submission
• Selection of Most Advantageous Proposal(s)
• Contract / Fee Negotiations
• Contract(s) Award
• Contract Implementation

Except as specifically noted in the RFQ/SOLICITATION, there is no time limit either expressed or implied on the completion of each step in the process.

2.3 Definitions. The following definitions apply to this RFQ/SOLICITATION:

• Mountain Line Transit Authority may be referred to as the Authority, Owner, MLTA, MCUMTA or Buyer.
• A Request For Qualification (RFQ/SOLICITATION) refers specifically to an officially published and numbered document and all the attachments, amendments, and addenda, that are a part or may become a part of the document. Applicable paragraphs from this instruction document are often included and made a part of a final agreement should a contract be awarded.
• A Proposer is any genuine business entity, individual, partnership, or corporation who submits a response to this RFQ/SOLICITATION in accordance with the terms and conditions specified herein.
• A Contractor and/or Seller is any bona fide business entity, individual, partnership, or corporation who, a) having submitted a proposal in compliance with the terms and conditions of a RFQ/SOLICITATION; and b) being duly authorized to conduct business in the State of West Virginia; and c) whose proposal having been selected as "most advantageous", is issued a Contract/Purchase Order by the Authority to provide goods or services as specified.
• Contract/Purchase Order is the final document of agreement between Mountain Line Transit Authority and the successful Proposer, and may be referred to as Order. It will include the RFQ/SOLICITATION, the Proposers response, and any other documentation that may be required to clearly state the agreement between the Authority and the Seller.
• The Evaluation Committee is the group of individuals selected by the Authority to evaluate responses to the RFQ/SOLICITATION. The committee may include, at the Authority's sole discretion, any employee, agent, consultant, or expert as required by the Authority. The findings and recommendations of the committee are not binding on the Authority.

2.4 Proposal Evaluation. Mountain Line Transit Authority will evaluate each proposal on the basis of responses to each of the categories listed in 2.6 below. The category regarding references of the firm will not be uniquely scored, but if references are checked, the results obtained from these and/or other reference checks will be used in evaluating the other categories. Mountain Line Transit Authority reserves the right to check with other references that can provide background on the proposing firm.

2.5 Respondent Interviews. The Authority may, at their sole and absolute discretion, interview any firm that submits a proposal. However,
selection may be made off of written proposal only. Mountain Line Transit Authority is under no obligation to interview potential firms.

2.6 Proposal Evaluation Criteria. Proposal evaluation will include, but may not necessarily be limited to, the criteria as identified below:

1. Firms experience with transportation analysis and reporting projects of a similar size and scope. Please limit examples to five most recent projects.
2. Ability to perform feasibility studies as associated with similar project development.
3. References
4. Firms experience with Federal Transit Administration (FTA) and WV Department of Transportation requirements.
5. Existing staff experience with the study and reporting process for similar projects.

The above mentioned criteria are listed in order of relative importance. The Authority will allocate a weighted score to each of the criteria above that best represents the interest of the Authority. The individual weight of the criteria is not released by the Authority until the selection process has been completed. Proposers are encouraged to submit adequate information that fully responds to the criteria above. The submitted proposal shall be limited to twenty pages of single sided print and be formatted systematically as it relates to the evaluation criteria above.

2.7 Award of Contract. The Authority may elect to award a contract(s) to a respondent(s) whose proposal is determined to be most advantageous to the Authority with respect to conformance with the specifications, quality, and other factors as may be evaluated pursuant to this RFQ. The Authority may award a contract based on initial offers received, without discussion; therefore initial information provided by the respondents should fully identify and respond to the requested information.

2.8 Rejection of Qualification Proposals. The Authority shall have the sole and absolute right to reject any and all RFQs and/or proposals, as a whole or in part. The Authority shall have the sole and absolute right to reject a proposal not accompanied by the requirements or other data required by the RFQ/SOLICITATION documents; reject a proposal that is in any way incomplete or irregular; or to reissue a Request for Proposal.

2.9 Proposer List and Qualification Evaluation. After the established date for receipt of qualification proposals, a list of parties who submitted qualifications will be prepared and made available for public inspection. Qualifications will not be opened and read publicly. Qualification proposals submitted by interested parties will be reviewed and evaluated based on the evaluation criteria set forth in the RFQ/SOLICITATION.

2.10 Proposal Classification and Discussions. Qualifications will initially be classified as either a) Acceptable; b) Potentially Acceptable; or c) Unacceptable. Discussions and fact-finding may be conducted, if required, with any or all of the Proposers whose qualifications are found acceptable or potentially acceptable. Parties whose qualifications classified as unacceptable will be notified promptly. Procurement Services will establish procedures and schedules for conducting oral and/or written discussions.
2.11 Proposer Investigation. The Authority will make such investigation as it considers necessary to obtain full information on the Proposer(s) selected for negotiations.

2.12 Final Offers and Award of Contract. Following any discussions with Proposers the Evaluation Committee will evaluate the final qualifications/discussion session, giving due consideration to the established evaluation criteria. The Evaluation Committee will select its top qualified proposer based on which proposal or qualifications are found to be the most advantageous to the Authority. The Authority’s General Manager will then negotiate a mutually agreeable contract with the successful Proposer which shall include, but may not necessarily be limited to, the terms and conditions as stated in this RFQ.

Thereafter, but before consummation of a Contract or issuance of a Purchase Order, the Authority Board Of Directors, at a Public Meeting of the Board, will be asked to approve the recommendation and contract negotiated by the General Manager and the most qualified Proposer. Based on the acceptance or rejection of the Board, the Authority may or may not issue a Purchase Order/Contract based on which proposal or qualifications are found to be the most advantageous to the Authority.

If an Agreement cannot be reached between the General Manager and the top qualified proposer, or if the Authority Board fails to approve the contract negotiated between the General Manager and the top qualified proposer, the Authority may begin negotiations with Proposers in order of ranking, highest to lowest, as evaluated pursuant to the terms and conditions of this RFQ or may cancel this RFQ.

ARTICLE III - PERFORMANCE TERMS & CONDITIONS

3.1 Proposer Registration. All proposers and/or Contractors must be registered with the State of West Virginia before conducting business. All proposers must be registered prior to issuance of a purchase order and will be responsible for and must pay any registration fee. Any Proposer listed on the Federal Disbarred list will be immediately removed from consideration for services relative to this proposal.

3.2 Workers' Compensation Requirements. The successful bidder shall furnish a copy of their proof of State of West Virginia Workers' Compensation coverage prior to issuance of a purchase order.

3.3 Insurance - Proof of insurance is not required. The proposers acknowledge responsibility for their own staff and equipment while on or off the work site while acting within the scope of their employment.

1 Standard Workers' Compensation and Employers' Liability as required by State statute including occupational disease, covering all employees on or off the work site, acting within the course and scope of their employment.

2 Proposer shall provide such other insurance as may be required by law.

3.2 Progress Payment Schedule. The Authority shall pay the successful Proposer progress payments based upon the percentage (%) of work completed under the Agreement. Proposer will be required to provide adequate documentation of service performed and equipment fabricated or purchased on behalf of The Authority and must indicate the percentage of
completion for each item. Proposer shall invoice The Authority by the
twenty-fifth (25th) of each month.

3.3 Taxes. The Authority is exempt from Federal and State taxes and will
not pay or reimburse such taxes.

3.4 Omitted

3.5 Payment Schedule: The Authority shall pay all undisputed invoices
before the end of the month (at the latest) following the month in which
the Invoice was received. An invoice shall be deemed to have been
received on the date it is marked received by the institution, or three
days after the date of the postmark made by the United States Postal
Service as evidenced on the envelope in which the invoice was mailed,
whichever is earlier. If the invoice is received prior to delivery and
acceptance of the goods and services, the invoice shall be deemed to be
received on the date the goods are delivered and accepted or the services
fully performed and accepted.

PROPOSER/VENDOR’S RESPONSIBILITY: In order to receive timely payment, the
Proposer, having become the Vendor, shall have the obligation and
responsibility to present invoices that are timely and accurate. An
original of a vendor's invoice is needed for payment. The invoice must
also contain identical information as sown on the purchase order or
contract, such as:
A. Vendor's name and address;
B. Federal Employer's Identification Number (FEIN);
C. Purchase order or Bid number;
D. Invoice should be mailed to the proper address at the institution;
E. Item description and number;
F. Quantity, unit of measure and/or unit price, and extension of each
item;
G. Invoice total;
H. Dates of order and shipment;
I. Back order, if any;
J. Cancellations, if any;
K. Credit memo, if the credit is not part of the invoice; and
L. Invoices for services rendered must include the dates of service
and be prepared according to the payment terms in the contract or
purchase order.

3.6 Compliance. Proposer shall comply with all federal, state and local
laws, regulations and ordinances including, but not limited to, the
prevailing wage rates of the W. Va. Division of Labor, if applicable.

3.7 Governing Law. The laws of the State of West Virginia and the Federal
Transit Master Agreement, attachment C hereto and made a part hereof,
shall govern all rights and duties under any Contract, including without
limitation the validity of the Purchase Order/Contract issued pursuant to
this RFQ.

3.8 Omitted

3.9 Non-Funding. All services performed or goods delivered under this
Purchase Order/Contract are to be continued for the term of the Purchase
Order/Contract, contingent upon funds being appropriated by the Federal
Transit Administration or otherwise being made available. In the event
funds are not appropriated or otherwise available for these services or
goods, this Purchase Order/Contract becomes void and of no effect after
June 30, 2015.

3.10 Ownership and Use of Documents

(a) All documents prepared by the Proposer in connection with an
Agreement will become the property of the Owner whether any project
related to this Agreement is executed or not.

(b) The Vendor will retain all of its records and supporting
documentation relating to this agreement, and not delivered to the Owner,
for a period of three years. In the event the Vendor goes out of business
during that period, in which case the vendor will turn over to the Owner
all of its records relating to the Project for retention by the Owner.

3.11 CONTRACT TERM

The Authority is performing this study on expiring funds. This completed
report and study must be turned into the Authority by May 31, 2015. Any
subsequent billing after this date must be received by the Authority with
any required paperwork by Friday June 12, 2015 or it will not be paid.
The Authority encourages progress payments over the time of the study as
work is performed. Invoices with the required paperwork are necessary for
these periodic payments. (See 3.3 Payment to the Proposer) Because these
funds are expiring, it is important to understand that no extensions are
allowed for the work to be performed or the corresponding billing.
Progress billings and final billings need to include the required
documentation in order to be paid.

ARTICLE IV - ADDITIONAL MANDATORY FEDERAL TERMS AND CONDITIONS OF
CONTRACT

4.1 Disadvantaged Business Enterprise (DBE) Program

In accordance with federal legislation, Mountain Line Transit Authority
participates in the State’s Disadvantaged Business Enterprise Program to
ensure that the Authority complies with the provisions of 49 Code of
Federal Regulations (CFR) Part 26, as a condition of accepting financial
assistance from the US Department of Transportation. The Authority has
signed an assurance that it will comply with 49 CFR 26. It is the policy
of the Mountain Line Transit Authority to ensure that DBE’s, as defined
in Part 26, have an equal opportunity to receive and participate in DOT
assisted contracts. The Authority’s goal for this project is 0% of the
federal financed assistance it will expend in this DOT assisted contract.
The contractor shall carry out applicable requirements of 49 CFR 26 in
the award and administration of US DOT assisted contracts. Failure by
the contractor to carry out these requirements is a material breach of
this contract, which may result in the termination of this contract or
such other remedy as the recipient deems appropriate.

Each respondent must complete the Mountain Line Transit Authority
Disadvantaged Business Utilization Affirmative Action Certificate –
Contractor’s Plan for DBE Participation – Attachment A (4 pages), sign
and submit with the Consultant’s proposal. Failure to provide this
document may be cause for disqualification of the bid. If no DBE
participation is anticipated, please indicate “None” on the form.

4.2 Federal Transit Administration Master Agreement Applicable Clauses
This Project is being funded in part or in whole with financial assistance from the Federal Transit Administration (FTA) of the United States Department of Transportation (USDOT). As such, all provisions and requirements are subject to the FTA Master Agreement, with applicable clauses attached hereto and labeled Attachment C.

ARTICLE V - FACILITIES

5.1 Use of The Authority’s Facilities/Services. Proposer and its employees or agents shall have the right to use those facilities of the Authority that are necessary to perform services under any Agreement issued pursuant to this RFQ and shall have no right of access to any other facilities of the Authority.

5.2 Presence on The Authority’s Premises. Proposer agrees that all persons working for or on behalf of PROPOSER whose duties require their presence on the Authority's premises shall obey all rules and regulations established by the Authority and shall comply with the reasonable directions of the Authority's officers, employees or agents. Further, PROPOSER shall be responsible for the acts of its employees, contractors and agents while on the Authority's premises. Accordingly, PROPOSER agrees to take all necessary measures to prevent injury and loss to persons or property located on the Authority's premises. PROPOSER shall be responsible for all damage to persons or property caused by PROPOSER or any of its employees, contractors or agents. PROPOSER shall promptly repair, to the reasonable satisfaction of The Authority, any damage that it, or its employees, contractors or agents may cause to the Authority premises or equipment. On Proposer’s failure to do so, The Authority may repair such damage and Proposer shall reimburse The Authority on demand for all costs relating to the repair. Proposer shall perform the services identified in this Agreement without interfering in any way with the activities of The Authority’s faculty, students, staff, or visitors. PROPOSER may install such signage and promotional or marketing materials as mutually agreed upon between the parties.

PROPOSER shall verify that all contractors and subcontractors of PROPOSER performing any work pursuant to any Agreement entered into due to this RFQ have sufficient liability and worker's compensation insurance and shall obtain certificates evidencing such insurance. In addition, PROPOSER shall verify that all contractors and subcontractors to PROPOSER performing any work pursuant to this Agreement is properly licensed under the laws of the State of West Virginia or any other applicable laws to do the work that such contractor or subcontractor is hired to complete. Proposer shall also provide The Authority with a written list of all contractors and subcontractors who are performing work on The Authority’s property. The Authority must approve in writing all such contractors and subcontractors prior to them entering onto the Authority’s campus. Such approval of contractors or subcontractors shall not be unreasonably withheld and failure of the Authority to object to any contractor or subcontractor within ten (10) days of receipt of such list shall be deemed to be an approval.

ARTICLE VI - LIABILITY

6.1 Hold Harmless. The Authority will not agree to hold PROPOSER harmless because such agreement is not consistent with state law.
ARTICLE VII – PERSONNELL

7.1 Management and Staff. Proposer will comply with written requests by the Authority to remove, or reassign personnel, if, in the Authority’s sole discretion, the Authority may deem such employee incompetent, careless, insubordinate, or otherwise objectionable. PROPOSER shall employ only workers for duties under the Agreement who are eligible for such employment under applicable laws, including but not limited to U.S. immigration law.

ARTICLE VIII – MISCELLANEOUS

8.1 Conflict of Interest. PROPOSER affirms that to the best of its knowledge, there exists no actual or potential conflict of interest between PROPOSER business or financial interests, and its services under this Agreement, and in the event of change in either its private interests or service under this Agreement, PROPOSER will inform the Authority regarding possible conflict of interest which may arise as a result of such change. PROPOSER also affirms that there exists no actual or potential conflict between the Authority's employees and PROPOSER.

8.2 Legal Authority. PROPOSER warrants that it possesses the legal authority to submit the proposal in response to this RFQ and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute Appendix A and to bind PROPOSER to its terms. The person(s) executing the Proposal in response to this RFQ on behalf of PROPOSER warrant(s) that such person(s) have full authorization to execute the Proposal Attachment B.
DISADVANTAGED BUSINESS ENTERPRISE SURVEY

Bidder’s DBE Information
Name: ________________________________________________
Address: ________________________________________________
Phone Number: ____________ Fax: ____________ email: ______________
Number of years firm has been in business: ______
Gross Annual Receipts: ______________
Certified DBE firm with the Transit Authority? Yes No

Subcontractors DBE Information
Name: ________________________________________________
Address: ________________________________________________
Phone Number: ____________ Fax: ____________ email: ______________
Number of years firm has been in business: ______
Gross Annual Receipts: ______________
Certified DBE firm with the Transit Authority? Yes No
Name: ________________________________________________
Address: ________________________________________________
Phone Number: ____________ Fax: ____________ email: ______________
Number of years firm has been in business: ______
Gross Annual Receipts: ______________

DBE Application and unified certification link is located as follows:

http://www.transportation.wv.gov/eeo/DBE/Pages/PersonalFinancialStatement.aspx
ATTACHMENT B

PROPOSAL RESPONSE CERTIFICATION
MOUNTAIN LINE TRANSIT AUTHORITY

RFQ/SOLICITATION MLTA2015-1

RFQ for Studies of Route Efficiency and Vehicle Maximization.

The undersigned, as Proposer, declares that they have read the Request For Expression of Interest and the following proposal is submitted on the basis that the undersigned, the company and its employees or agents, shall meet, or agree to all specifications contained therein.

It is further acknowledged addenda numbers ________ to ________ have been received and examined as part of the RFQ/SOLICITATION document.

____________________________________
Name of Proposer

____________________________________
Signature of Proposer

____________________________________
Title

____________________________________
Company Name

____________________________________
Street Address

____________________________________
City, State, Zip

____________________________________
Telephone

____________________________________
Facsimile

____________________________________
FEIN Number

____________________________________
Email Address

DATE
Federal Transit Administration Master Agreement

Because this proposal is being funded in full or in part by an FTA grant, the following master agreement and its clauses apply to any contract involved with this proposal. If a newer FTA master agreement update comes into effect, this Master Agreement would become apply to the contract as well.

The Required clauses excerpted from the Master Agreement October 1, 2013 are as follows:

The Required clauses excerpted from this document are as follows:

No Federal Government Obligations to Third Parties
(1) The Transit Agency and Vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Transit Agency, Vendor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Vendor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the Federal Transit Administration. 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
(1) The Vendor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 et seq. and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Vendor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the Federal Transit Administration (FTA) assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Vendor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Vendor to the extent the Federal Government deems appropriate.

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

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

Audit and Inspection
The Vendor agrees to permit the Transit Agency, WV Division of Public Transit, the Secretary of the United States Department of Transportation and the Comptroller General of the United States, or their authorized representatives, to inspect all Contract work, materials, payrolls, and other data and records with regard to the Contract. The Vendor also agrees to permit an audit of the books, records, and accounts of the Vendor and its subcontractors.

Disadvantaged Business Enterprise (DBE)
The Vendor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The requirements of 49 C.F.R. Part 26 and the U.S. Department of Transportation (USDOT) approved Disadvantaged Business Enterprise (DBE) Program (where required) to ensure that eligible DBEs have the maximum feasible opportunity to participate in USDOT approved Contracts. Failure by the Vendor to carry out these requirements is a material breach of the Contract, which may result in the termination of this Contract or such other remedy as the Transit Agency deems appropriate.

Civil Rights
The following requirements apply to the underlying contract:

1. Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., Section 4 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101, et. seq., Section 102 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, of seq., and Federal transit law at 49 U.S.C. § 5332, as amended by MAP 21, the Vendor agrees that it will not discriminate against any employee or applicant for employment on the basis of race, color, national origin, religion, sex, disability or age. In addition, the Vendor agrees to comply with any other applicable Federal statutes that may be signed into law or regulations that may be promulgated.

2. Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying contract:
(a) Race, Color, National Origin, Religion, Sex, Disability or Age. In accordance with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Vendor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Vendor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, color, national origin, religion, sex, disability or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Vendor agrees to comply with any implementing requirements FTA may issue.

(b) Acme. In accordance with Section 4 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 et seq and implementing regulations, and Federal transit law at 49 U.S.C. § 5332, the Vendor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Vendor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities. In accordance with Section 102 of the Americans With Disabilities Act, as amended, 42 U.S.C. § 12112, the Vendor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans With Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities. In addition, the Vendor agrees to comply with any implementing requirements FTA may issue.

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

Energy Conservation
The Vendor agrees to comply with, and obtain the compliance of its subcontractors, with mandatory standards and policies relating to energy efficiency contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq.

(1) The Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7414 and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et m. and Section 508 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1368, and other provisions of the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Vendor agrees to report each violation to the Transit Agency and understands and agrees that the Transit Agency, in turn, will report each violation to the WV Division of Public Transit who will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

(2) The Vendor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided from FTA.

Application of Federal, State and Local Laws and Regulations
To achieve compliance with changing federal, state and local requirements, the Vendor shall note that federal, state and local requirements may change and the changed requirements will apply to this Contract as required.

Termination

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

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

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

(c) Opportunity to Cure
The Transit Agency in its sole discretion may, in the case of a termination for breach or default, allow the Vendor an appropriately short period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Vendor fails to remedy to Transit Agency's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Vendor or written notice from Transit Agency setting forth the nature of said breach or default, Transit Agency shall have the right to terminate the Contract without any further obligation to Vendor. Any such termination for default shall not in any way operate to preclude Transit Agency from also pursuing all available remedies against Vendor and its sureties for said breach or default.

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

Bankruptcy
Upon entering of a judgment of bankruptcy or insolvency by or against a Vendor, the Transit Agency may terminate this Contract for cause.

FTA Role in Bid Protests
Under the Federal Transit Administration's Circular 4220.1F, the Federal Transit Administration's (FTA's) appeals process for reviewing protests of a recipient's procurement decisions are:

1. Requirements for the Protester. The protester must:
   a. Qualify as an "Interested Party." Only an "interested party" qualifies for FTA review of its appeal. An "interested party" is a party that is an actual or prospective bidder or offeror whose direct economic interest would be affected by the award or failure to award the contract at issue.
   b. Exhaust Administrative Remedies. The protester must exhaust its administrative remedies by pursuing the Transit Agency's protest procedures to completion before appealing the Transit Agency's decision to FTA.
   c. Appeal Within Five Days. The protester must deliver its appeal to the FTA Regional Administrator, Region 11, 1760 Market Street, Suite 500, Philadelphia, PA 19103-4124 within five (5) working days of the date when the protester has received actual or constructive notice of the Transit Agency's final decision. Likewise, the protester must provide its appeal to the same address within five (5) working days of the date when the protester has identified other grounds for appeal to FTA. For example, other grounds for appeal include the Transit Agency's failure to have or fail to comply with its protest procedures or failure to review the protest.

Hold Harmless
The Vendor agrees to protect, defend, indemnify and hold the Transit Agency, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Contract and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc. relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any other tangible or intangible personal or property rights, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decrees of any court, shall be included in the indemnity hereunder. The Vendor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

Licensing and Permits
The Vendor shall be appropriately licensed for the work required as a result of the Contract. The cost for any required licenses or permits shall be the responsibility of the Vendor. The Vendor is liable for any and all taxes due as a result of the Contract.

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

Debarment and Suspension
Vendor agrees to comply, and assures the compliance of any other participant at any tier of the project, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.S. § 6101 note, and U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)." 2 CFR Part 180. The vendor agrees to, and assures that any other participant at any tier of the project will review the "Excluded Parties Listing System" at https://www.sam.gov before entering into any other arrangement in connection with the project. By signing and submitting its bid or proposal, the bidder certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Transit Agency. If it is later determined that the bidder knowingly rendered an erroneous certification, in addition to remedies available to the Transit Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder agrees to
comply with the requirements of 2 CFR Part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

Federal Regulation Changes
Vendor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement (Form FTA MA(19) dated October 1, 2012) between the Transit Authority and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Vendor's failure to so comply shall constitute a material breach of this contract.

FTA Terms
The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provision. All contractual provisions required by DOT, as set forth 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 Contract. The Vendor shall not perform any act, fail to perform any act, or refuse to comply with any Transit Agency requests which would cause Transit Agency to be in violation of the FTA terms and conditions.

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

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

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the MLTA and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which MLTA is located, West Virginia.

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

10/01/2013
CERTIFICATION
OF
RESTRICTIONS ON LOBBYING

The undersigned hereby certifies on behalf of __________________________________________________________________________ that:

(Name of Bidder)

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

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

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

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

Executed this __ day of __________, 20__

Name of Bidder: ________________________________________________________________

Address: -

______________________________________________________________________________

City, State, Zip: ________________________________________________________________

Signature of Authorized Official: _________________________________________________

Title of Official: __________________________________________________________________

Telephone: