

Dear Vendor:

PARTA uses funds from the Federal Transit Administration to purchase items from your company. Therefore these procurements are subject to FTA's required clauses. A full description of these clauses is located in this document and at: <http://www.partaonline.org/doing-business/vendors/>.

Throughout this document, the terms Invitation-for-Bid, IFB, Bid, Request-for-Proposals, RFP, Proposal and the like are used interchangeably. The same is true for the terms Bidder, Contractor, Vendor.

Please sign the last page and return to PARTA at your earliest convenience. If you have any questions, please contact me at (330) 678-7745 ext.111

Sincerely,

Rebecca Schrader
Director of Finance

TABLE OF CONTENTS

1. INDEPENDENT CONTRACTOR	3
2. CONTRACTOR 'S OBLIGATION	3
3. BUYER'S OBLIGATION	3
4. CONTRACT PERIOD.....	3
5. TERM	3
6. CONTRACT MODIFICATION	3
7. NO OBLIGATION BY THE FEDERAL GOVERNMENT.	3
8. FALSE STATEMENTS OR CLAIMS- CIVIL AND CRIMINAL FRAUD.	3
9. ACCESS TO THIRD PARTY CONTRACT RECORDS.....	4
10. CHANGES TO FEDERAL REQUIREMENTS	4
11. TERMINATION FOR CONVENIENCE OR DEFAULT	4
12. OPPORTUNITY TO CURE	4
13. RIGHTS UPON BREACH	5
14. CIVIL RIGHTS.....	5
15. DISADVANTAGED BUSINESS ENTERPRISES	6
16. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS.....	6
17. SUSPENSION AND DEBARMENT (PROCUREMENT IS > \$25,000).....	6
18. ENERGY CONSERVATION	6
19. ADA ACCESS.....	6
20. WARRANTIES	7
21. INDEMNIFICATION	7
22. FUNDING AGENCIES	7
23. INTEGRATED AGREEMENT	8
24. WORKER'S COMPENSATION, PAYROLL TAXES.....	8
25. MINIMUM INSURANCE COVERAGE REQUIREMENTS.....	8

- 1. Independent Contractor**
 - 1.1. CONTRACTOR, for purpose of this agreement shall be considered as an independent CONTRACTOR who covenants and agrees to perform and/or deliver for the stated compensation herein, all of the services and/or equipment described in the quote and purchase order. CONTRACTOR agrees to complete the work in a workmanlike manner with a high degree of professionalism and to ensure the accuracy and timeliness of the services rendered hereunder.
- 2. Contractor 's Obligation**
 - 2.1. The general obligation of the successful bidder (hereinafter variously referred to as CONTRACTOR or successful bidder) shall be to transfer and deliver the goods and services specified in complete accordance with the terms, conditions and specifications of the quote and purchase order.
- 3. Buyer's Obligation**
 - 3.1. The general obligation of PARTA shall be to accept conforming delivery and conforming goods and services and to pay in accordance with the terms, conditions and specifications as bid upon.
- 4. Contract Period**
 - 4.1. At all times during the contract period, the CONTRACTOR agrees to the following:
 - 4.1.1. CONTRACTOR agrees to commence work upon written receipt of its bid acceptance and approval along with the notice to proceed from PARTA.
- 5. TERM**
 - 5.1. The term of this contract shall be for 1 Year from the date this document is signed.
- 6. Contract Modification**
 - 6.1. No change or modification of the terms and conditions of this agreement may be made unless it is made in writing and attached to the contract in the form of an amendment, and signed by both parties signifying agreement to the modification
 - 6.1.1. If any such change causes an increase in the cost of, or the time required for the performance of any part of the work under the contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or completion schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the CONTRACTOR for adjustment under this clause must be asserted within 30 days from the date of receipt by the CONTRACTOR of the notification of change; provided, however, that the General Manager, if he or she decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under the contract.
- 7. No Obligation by the Federal Government.**
 - 7.1. PARTA and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to PARTA, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- 8. False Statements or Claims- Civil and Criminal Fraud.**
 - 8.1. Civil Fraud: The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.
 - 8.2. Criminal Fraud: The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5323(1), the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 or other applicable Federal law to the extent the Federal Government deems appropriate.

9. Access to Third Party Contract Records

9.1. The following access to records requirements apply to this Contract:

9.1.1. The CONTRACTOR agrees to provide the PARTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives, in accordance with 49 U.S.C. 5325(g), access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, inspections, examinations, excerpts and transcriptions. CONTRACTOR also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO CONTRACTOR access to CONTRACTOR's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

9.1.2. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

9.1.3. The CONTRACTOR agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case CONTRACTOR agrees to maintain same until PARTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

9.1.4. FTA requires the inclusion of these requirements in subcontracts.

10. Changes to Federal Requirements

10.1. CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between PARTA and FTA, as they may be amended or promulgated from time to time during the term of this contract. PARTA agrees to notify the CONTRACTOR immediately if such change affecting this contract occurs. CONTRACTOR's failure to so comply shall constitute a material breach of this contract.

11. Termination for Convenience or Default

11.1. PARTA may terminate this contract in whole or in part, for PARTA's convenience or because of the failure of the CONTRACTOR to fulfill the contract obligations. PARTA shall terminate by delivering to the CONTRACTOR a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the CONTRACTOR shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

11.2. If the termination is for the convenience of PARTA, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

11.3. If the termination is for failure of the CONTRACTOR to fulfill the contract obligations, PARTA may complete the work by contract or otherwise and the CONTRACTOR shall be liable for any additional cost incurred by PARTA.

11.4. If, after termination for failure to fulfill contract obligations, it is determined that the CONTRACTOR was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of PARTA.

12. Opportunity to Cure

12.1. PARTA in its sole discretion may, in the case of a termination for breach or default, allow the CONTRACTOR ten (10) business days 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

12.2. If CONTRACTOR fails to remedy to PARTA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by CONTRACTOR of written notice from PARTA setting forth the nature of said breach or default, PARTA 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 PARTA from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.

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

term, covenant, or condition of this Contract.

13. Rights Upon Breach

13.1. In addition to any rights reserved to *PARTA* hereunder, the rights of the parties hereto shall be governed by the law of the State of Ohio as set forth at Chapters 1301 and 1302 O.R.C. It is agreed that the rules therein shall have equal application to the delivery of services required by this agreement.

14. Civil Rights

14.1. The following requirements apply to the underlying contract:

14.1.1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

14.1.2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

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

14.1.2.2. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 621-634 and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

14.1.2.3. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

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

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

15. Disadvantaged Business Enterprises

- 15.1.** 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 agency's overall goal for DBE participation is set every three (3) years and is on file with PARTA's DBE Liaison Officer and the Director of Finance. This contract does NOT have a specific contract goal; however DBE and small business participation is strongly encouraged.
- 15.2.** The CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted 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 PARTA deems appropriate. Each subcontract the CONTRACTOR signs with a sub-CONTRACTOR must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- 15.3.** The successful CONTRACTOR will be required to report its DBE participation means throughout the period of performance.
- 15.4.** The CONTRACTOR is required to pay its sub-CONTRACTORs 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 PARTA.
- 15.5.** The CONTRACTOR must promptly notify PARTA whenever a DBE sub-contractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE sub-contractor to perform at least the same amount of work. The CONTRACTOR may not terminate any DBE sub-CONTRACTOR and perform that work through its own forces or those of an affiliate without prior written consent of PARTA.

16. Incorporation of Federal Transit Administration (FTA) Terms

- 16.1.** The provisions of this contract include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, 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 PARTA requests which would cause PARTA to be in violation of the FTA terms and conditions.

17. Suspension and Debarment (Procurement is > \$25,000)

- 17.1.** The CONTRACTOR agrees to comply, and assures the compliance of each sub-contractor, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 C.F.R. Part 180.
- 17.2.** The CONTRACTOR agrees to, and assures that its sub-contractors review the "System for Award Management" at <https://sam.gov/> before entering into any sub-agreement, lease, third party contract, or other arrangement.
- 17.3.** By signing and submitting its bid or proposal, the CONTRACTOR certifies as follows:
- 17.3.1.** The certification in this clause is a material representation of fact relied upon by PARTA. If it is later determined that the CONTRACTOR knowingly rendered an erroneous certification, in addition to remedies available to PARTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The CONTRACTOR agrees to comply with the requirements stated above while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

18. Energy Conservation

- 18.1.** The CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. §§ 6321 *et seq.*

19. ADA Access

- 19.1.** The CONTRACTOR agrees to comply with all applicable requirements relating to ADA access in federally funded building projects in compliance with the Americans with Disabilities Act of 1990 (ADA) 42 USC § 11401 *et seq.*: Section 504 of the Rehabilitation Act of 1973, as amended,

19 USC § 792, 49 USC § 5301 (d); and the Federal Regulations including any amendments thereto: 49 CFR Part 27, 49 CFR Part 38; 28 CFR Part 35; 28 CFR Part 36; 41 CFR Subpart 101-19; 29 CFR Part 1630; 47 CFR Part 64, Subpart F; and 49 CFR Part 609.

20. Warranties

20.1. CONTRACTOR warrants that for a period of one (1) year (or for such a period agreed to by both parties) following acceptance of the goods and services delivered hereunder, the goods and services are free of defects in materials and workmanship and further warrants that such goods and service are suited for the purposes intended and are of merchantable quality. CONTRACTOR further warrants that it holds good and marketable title in the goods delivered, and that such goods are free of all liens, security interests or other encumbrances. CONTRACTOR agrees that in the event the goods or services are not as specified herein and as warranted in these specifications, it will promptly cure the defect at its sole cost and expense. CONTRACTOR further agrees to indemnify PARTA for all costs and damages, both incidental and consequential, resulting from the delivery of goods and services which fail to meet the aforesaid warranties. It is agreed that the goods and services provided hereunder are regarded as consumer goods and services.

21. Indemnification

21.1. To the fullest extent permitted by law, the CONTRACTOR shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless PARTA and its agents, representatives, and employees from and against all claims, actions, judgments, costs, penalties, liabilities, damages, losses and expenses, including but not limited to attorney's fees and worker's compensation benefits arising out of or resulting from the performance of this contract, provided that any such claims, action, judgment, cost, penalty, liability, damage, loss or expense is:

21.1.1. attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the goods) including the loss of use resulting therefrom, and

21.1.2. To the extent caused by a negligent act or omission of the CONTRACTOR, any sub-contractor, anyone directly or indirectly employed by any of them, or anyone to whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

21.2. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

21.3. In any and all claims against the PARTA or any of its agents, representatives or employees by any employee of the CONTRACTOR, any sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any sub-contractor under worker's compensation acts, disability acts or other employee benefits acts. As between CONTRACTOR and PARTA, CONTRACTOR waives its immunities under O.R.C. Chapter 4123. (Workers Compensation)

21.4. PARTA will notify CONTRACTOR within five working days of it making a claim against that CONTRACTOR or within five working days of PARTA learning that a third-party has made a claim against the CONTRACTOR.

21.5. No provision of this paragraph shall give rise to any duties on the part of the PARTA or its agents, representatives or employees.

21.6. PARTA to the extent permitted by law agrees to indemnify CONTRACTOR, its assigns, agents, employees, trustees, officers, and insurers, together with all other related persons, firms, or affiliated entities, against all expenses, judgments, decrees, fines, penalties, or other amounts paid in satisfaction for, in settlement of, or in connection with the defense of any pending or threatened action, suit, or proceeding, civil or criminal, to which CONTRACTOR is or may be made party if such action, suit, or proceeding relates in any way to the services, duties, and obligations of PARTA under this Agreement.

22. Funding Agencies

22.1. The Federal Transit Administration is the federal agency through which funds may have been granted to PARTA in support of this project. It is abbreviated "FTA" in this document and is located at:
200 West Adams Street, Suite 320
Chicago, Illinois 60606
(312) 353-2789

22.2. The Ohio Department of Transportation is the state agency through which funds may have been granted to PARTA in support of this project. It is abbreviated "ODOT" in this document and is located at:
1980 West Broad Street, Mail Stop 3110
Columbus, Ohio 43223
(614) 466-8955

22.3. Copies of the applicable FTA Part 1 and ODOT grant contracts and PARTA Tax Exemption Certificates will be provided to the successful CONTRACTOR upon request.

23. Integrated Agreement

23.1. Should any part of this agreement be held unenforceable by a competent judicial body, such determination shall not affect the remainder and the balance of this agreement shall remain in full force and effect.

24. Worker's Compensation, Payroll Taxes

24.1. CONTRACTOR is responsible for all payroll taxes, including worker's compensation, and may be required to provide proof of current payment and coverage.

25. Minimum Insurance Coverage Requirements

25.1. For the duration of the contract, the CONTRACTOR is required to procure and maintain insurance against claims for injuries to persons or damage to property which may arise.

25.2. The CONTRACTOR shall have commercial general liability limits of \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. The minimum general aggregate shall be \$1,000,000.

25.3. If the CONTRACTOR comes on PARTA's property, they are required to provide certificates of insurance naming PARTA, its officials, agents, employees and volunteers as an additional insured. Coverages described in this section shall contain a 30 day written notice of cancellation, non-renewal, and/or material changes provision addressed to PARTA.

Name of CONTRACTOR

Signature of CONTRACTOR authorized representative

Date

Name & Title of authorized representative

Signature of PARTA authorized representative

Date

Claudia B. Amrhein, General Manager

Name & Title of authorized representative