

Submission Information Package Request for Proposals for: Towing Service For Fayette Area Coordinated Transportation

Proposals to: Controller's Office, 60 East Main St, Uniontown PA 15401

Submission Deadline: 3:00 P.M. Thursday, September 17, 2020.

Authority DBA: Fayette Area Coordinated Transportation (FACT) will accept sealed proposals for the towing service agreements, including but not limited to towing hooking/unhooking and towing service until 3:00 P.M. local time on September 17, 2020 and then at said office all bids will be publicly opened and read.

The contract documents and specifications may be obtained from [www.fayettecountypa.org](http://www.fayettecountypa.org) or from Chief Clerk, Amy Revak at 724-430-1200, extension 1504, or by email at arevak@fayettepa.org.

Procurement Bids should be sealed and clearly marked "Towing Service Proposal, RFP 20-02." FACT reserves the right to reject any and all bids and to waive any informality in bidding on such basis as FACT deems to be in its best interest.

All bidders will be required to certify that they are not on the Comptroller General's List of Ineligible bidders. The successful bidder is required to comply with all applicable Equal Employment Opportunity laws and regulations. FACT hereby notifies bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority business enterprises shall be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, national origin, sex or disability in consideration of an award.

**SECTION I - INFORMATION 1.0 GENERAL INFORMATION AND INTRODUCTION** The County of Fayette DBA: Fayette Area Coordinated Transportation (FACT) is requesting proposals to provide towing hooking/unhooking and towing services. This Request for Proposals (RFP) includes all supporting documentation necessary to complete and file a valid proposal for consideration. All prospective proposers are advised to thoroughly review this RFP. In final form, this RFP and subsequent final proposal will become binding. Through this RFP, the following definitions will apply: "Agreement" means the negotiated contract between FACT and Contractor for performing services set forth in this RFP. "FACT" means Fayette Area Coordinated Transportation. "Project" means the services set forth in this RFP. "Proposer" means the firm or corporation which submits a proposal to FACT, in response to this RFP, seeking to be selected as the Contractor. "RFP" means this Request for Proposals. "Service" means the contract work to be performed for the services and products described in this RFP.

**1.1 PROPOSAL SUBMISSION SCHEDULE** Proposals must be received by 3:00 P.M. local time on September 17, 2020 at the County Controller's Office. Proposals not received by that time and date will not be considered by FACT. All proposals submitted must remain in effect for ninety days in their entirety from the submission due date. One (1) original and one (5) copy of the proposal must be submitted.

**1.2 PROPOSAL FORMAT** For uniformity in all proposals, proposers shall use the enclosed Standard Format for Proposals. Each proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of content.

1.3 CONTRACT TERM FACT is soliciting proposals from firms to provide towing hooking/unhooking and towing services. Purchases will be for a twenty-four month period ending October 1, 2022 with the option to extend the term of the Agreement, at FACT's sole discretion, for up to a five year period ending October 1, 2027.

1.4 CONTRACT MODIFICATIONS OR DEVIATIONS The provisions contained in the RFP submission, unless FACT formally approves a waiver or deviation in writing, will be considered to be binding upon proposers. The Proposer has the right to provide FACT thirty (30) days' written notice to terminate the contract if the Proposer is no longer able to provide FACT with the products and services that this RFP requires. FACT reserves the right to terminate this contract as stated in Attachment 3 of this RFP.

## SECTION II - SCOPE OF WORK

2.0 PURPOSE The purpose of the proposed service is to provide towing hooking/unhooking and towing services to FACT's buses as defined in this RFP. In order to successfully accomplish the project, FACT is seeking firms or individuals with relevant experience in the provision of providing the same services. This RFP includes: An estimate of towing services projected is located in Attachment 4 of this document. The contractor has an insurable interest in covering the transit vehicles while towing, hooking and unhooking the transit vehicles. The transit vehicles shall be covered by the contractor while the vehicles are under the contractors care and during transportation.

## SECTION III - RESPONSIBILITY OF THE PROPOSER

3.0 RESPONSIBILITY OF THE PROPOSER Operators must have a reasonable knowledge of their work. In the event a driver or the equipment is inadequate, a charge for service or labor will not be permitted. Contractor shall keep a record of each towed vehicle and its license number, mileage, VIN, year, make and model, date and time it was towed, location from which it was towed, and where it was towed. The operator shall sign the form. Records shall be retained for at least 12 month. All long-distance towing services shall be completed within reasonable time frame under ordinary conditions. In the event of intentional delay, a charge for service or labor will not be permitted. Unusual circumstances that cause delay of more than 30 minutes will require a description of the event in written form to FACT.

3.1 EXPERIENCE RECORD This section of the proposal shall contain complete, concise and accurate descriptions of the Proposer's experience in providing services similar to those as outlined in the Scope of Work. Information is required but not limited to as follows: 1. Relevant business references 2. Demonstrated evidence of similar projects

3.2 PRICING WORK PLAN The Proposer shall submit a complete price list, including but not limited to hook-up fee, basic tow rate, and specified route time/mileage route charges. Definition of inputs ("labor hours" etc.) should be clearly stated. The Proposer understands that FACT may desire to change the provider of towing services at FACT's discretion when the provider fails to respond within an appropriate time frame or under unusual circumstance that calls for the change of service provider.

3.3 SAFETY MEASURES AND INSURANCE The Contractor shall be solely responsible for all safety precautions that are required to be taken in the performance of the services required under this Agreement and shall take all necessary precautions for the safety of FACT's and Contractor's employees. All towing trucks/wreckers involved in related towing service shall be insured. The Contractor shall

present proof of insurance of its tow trucks/wreckers. Minimum insurance of 1,000,000 each occurrence and 1,000,000 umbrella and professional liability.

**3.4 PAYMENT TO THE PROPOSER** The proposer shall submit a schedule for invoicing to FACT. FACT reserves the right to audit, randomly, accounts during normal business hours to ascertain invoicing accuracy. FACT will make payment to proposer net 30 days or 10th prox. after completion of towing hooking/unhooking and towing services. FACT considers net 30 or 10th prox. as equivalent terms and will pay either way by the proposer's terms. FACT is not equipped to pay electronically, but will pay by check timely. FACT will not pay for service charges until after performance of the service is completed.

#### SECTION IV - SELECTION PROCESS

**4.0 SELECTION EVALUATION PROCESS** FACT will accept the proposal that is determined to be in the best overall interest of FACT. The selection process, in accordance with FTA requirements and County policies, is to be conducted in a manner providing maximum open and free competition as well as facilitating expeditious contract completion once the top-rated Proposer is identified. FACT staff will determine the responsiveness of proposals to the RFP. That is, it will be determined if the minimum submission requirements of this RFP have been met by the proposer. A proposal, which does not meet the minimum standards in any area, will be deemed non-responsive and will not be considered further. Attachment 2 will be used as the basis for selection, along with other requested information demonstrating the proposer's ability to perform the services required as described herein. Ratings will be made on the basis of points with one hundred (100) points as the maximum and one (1) as the minimum. Points for each criterion shall be multiplied in weight to determine scores. Proposals will be compared on the basis of total scores. The respondent to this RFP should understand exactly what is required to be submitted in each of the four (4) evaluation "factors" identified on Attachment 2. The complete submission checklist is included as Attachment 1 below.

**4.1 CONTRACT AWARD** FACT expressly reserves the right to reject any and all proposals or to waive any irregularity or informality in any proposal or in the RFP procedure and to be the sole judge of the responsibility of any proposer and of the suitability of the materials and/or services to be rendered.

**4.2 COSTS** FACT shall not be held liable for any costs incurred by proposers prior to the signing of a contract. If the proposer removes an axle, drive shaft or other part for the towing process, the proposer shall return the parts to specification. If a torque wrench is required to replace the part within the specification than it shall be used. If the cost of replacing parts for the towing process is the responsibility of the proposer, parts removed because of damage before the towing process begins are not the responsibility of the proposer.

**Attachment 1 - Submission Checklist**

1. Letter of Interest \_\_\_\_\_
2. Record of Experience and Selected Customer Contact for Reference \_\_\_\_\_
3. Completed Price List of Service Charges Found in Attachment 5 \_\_\_\_\_
4. Proposed Service Area and Pick-up Availability \_\_\_\_\_
5. Description of Hooking and Unhooking Process \_\_\_\_\_
6. Certificate of Insurance of Towing Trucks/Vehicles \_\_\_\_\_
7. Pennsylvania Business License \_\_\_\_\_
8. Offer and Acceptance Form \_\_\_\_\_

**Attachment 2 - Proposal Evaluation Worksheet**

Proposer: \_\_\_\_\_

Evaluator: \_\_\_\_\_

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

Factor Weight Score (1-100) Weighted Score (Weight x score)

Relevant Experience /Customer Reference 10

Towing Hooking/Unhooking Process 10

Service Area and Pick-up Availability 20

Price List 60

Total 100

Notes & Comments:

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 FACT 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.

Exclusionary or Discriminatory Specifications The Vendor agrees that it will comply with the requirements of 49 U.S.C. §5325(h) by refraining from using any Federal assistance awarded by the Transit Agency to support procurements using exclusionary or discriminatory specifications.

Geographic Restrictions The Vendor agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by Federal statute, and as permitted by FTA.

Access to Records The Vendor agrees to permit the Transit Agency, PA 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 are incorporated in the Contract by reference. The Vendor agrees to take all necessary and reasonable steps under the requirements of 49 C.F.R. Part 26 and the 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 In connection with the execution of this contract, the following requirements will apply: A. Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et

seq., Age Discrimination Act of 1975, as amended, 42 U.S.C. §6101, et. seq., Americans With Disabilities Act of 1990, as amended, 42 U.S.C. § 12101, et. seq., and Federal transit law at 49 U.S.C. § 5332, as amended, the GRANTEE agrees that it will not discriminate against any employee or applicant for employment on the basis of race, color, or national origin. In addition, the GRANTEE agrees to comply with any other applicable Federal statutes that may be signed into law or regulations that may be promulgated. Page 11 of 18 2 B. Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying contract: 1) Race, Color, Religion, National Origin, Sex, Disability, Age, Sexual Orientation, Gender Identity or Status as a Parent. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq., and Federal transit laws at 49 U.S.C. § 5332, the GRANTEE agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor (US 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 Number 11246, "Equal Employment Opportunity", as amended by Executive Order Number 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 GRANTEE 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, religion, national origin, sex, disability, age, sexual orientation, gender identity or status as a parent. 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 or compensation; and selection for training, including apprenticeship. In addition, the GRANTEE agrees to comply with any implementing requirements FTA may issue. C. The GRANTEE 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.

**Clean Air & Clean Water Requirements** (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 seq. 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 PA 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. 3 (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. 1. Subcontractors. A subcontractor does not qualify as an "interested party" because it does not have a direct economic interest in the results of the procurement. 2. Consortia/Joint Ventures/Partnerships/Teams. An established consortium, joint venture, partnership, or team that is an actual bidder or offeror and is acting in its entirety, would qualify as an "interested party" because it has a direct economic interest in the results of the procurement. An individual member of a consortium, joint venture, partnership, or team, acting solely in its individual capacity, does not qualify as an "interested party" because it does not have a direct economic interest in the results of the procurement. 3. Associations or Organizations. An association or organization that does not perform contracts does not qualify as an "interested party," because it does not have a direct economic interest in the results of the procurement. 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 III, 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 failure to comply with its protest procedures or failure to review the protest. Prohibited Interest No employee, officer, board member, agent or their family members of the Transit Agency may participate in the selection, award, or administration of a Contract supported by Federal funds if a real or apparent conflict of interest is involved. Such a conflict could arise when any of the parties mentioned above have a financial or other interest in the Vendor selected for the Contract.

Preference for Recycled Products The Vendor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act, 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.

**Metric System** As required by U.S. DOT or FTA, the Vendor agrees to use the metric system of measurement in its Project activities, as may be required by Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act, 15 U.S.C. §§ 205a et seq.; Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. § 205a note; and other regulations, guidelines, and policies issued by U.S. DOT or FTA. **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. **Compliance with Laws and Permits** The Vendor shall give all notices and comply with all existing and future federal, state and municipal laws, ordinances, rules, Regulations, and orders of any public authority bearing on the performance of the Contract, including, but not limited to, the laws referred to in these provisions of the Contract and the other Contract documents. If the Contract documents are at variance therewith in any respect, any necessary changes shall be incorporated by appropriate modification. Upon request, the Vendor shall furnish to the Transit Agency certificates of compliance with all such laws, orders, and regulations. **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 U.S. GSA's debarment and suspension information available 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 18

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(23) dated October 1, 2018) 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.

**Attachment 4**

Estimated type and number of Services that will be purchased

For the six months ended June 30, 2020 FACT had the following Towing charges:

4	Gillig
2	Freightliner
9	F450

Although not reflected in the above FACT owns some mini vans, administrative vehicles, and pickup truck.

The purpose of the above information is to get an idea of the demand for service.

**Attachment 5**

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

**Towing Services**

Vehicle Size	hookup fee	local towing Up to ____ miles	mileage rate over local miles
Mini Vans	_____	_____	_____
Ford Transit DRW	_____	_____	_____
Medium Bus F450	_____	_____	_____
Med/Heavy Bus F550	_____	_____	_____
Freightliner	_____	_____	_____
*Low Floor Transit Bus 30'	_____	_____	_____

\*can be towed up to 35 miles; 35+ miles must be trailered

Note: All FACT vehicles shall be towed by axle lift or wheel lift. No bumper towing permitted.

**Other Services**

	Mileage cost	labor cost/hour
Road Service/Tire Changing	_____	_____
Emergency Refueling	_____	_____

Note: All requests for service by FACT will require a 30 minute response time due to the nature of public transportation.

**Attachment 6 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

DBE Application and unified certification link is located as follows:

<http://www.transportation.PA.gov/eeo/DBE/Pages/PersonalFinancialStatement.aspx>