Submission Information Package

Request for Proposals for:

Uniform Services

For

Monongalia County Urban Mass Transportation Authority (MCUMTA)

Also known as

Mountain Line Transit Authority

Submit Proposals to:	Office of the Finance Officer Mountain Line Transit Authority 420 DuPont Road Westover, WV 26501-2309
Written Questions due:	**November 16, 2026**
Submission Deadline:	**December 2, 2026** **12:00 p.m. local time**

Additional Information:	WWW.BUSRIDE.ORG Info@Busride.Org (304) 296-3680 (304) 291-7429 fax

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Issued Monday November 9, 2026

Contents

COVER 1
TABLE OF CONTENTS 2
ADVERTISEMENT....4
SECTION I - INFORMATION
General Information & Introduction 5
Proposal Submission Schedule....5
Proposal Format 6
Contract Term 6
Contract Modifications or Deviations6
Questions, Single Point of Contact and Addenda....6
Protest Procedures……..6
Public Records……7
Exceptions and Deviations…….7
SECTION II - SCOPE OF WORK
Purpose……...7
Services Required……..7
Garment Inventory and Specifications……..8
Fitting, Sizing and Identification……8
Pickup and Delivery……..8
New, Transferred and Departing Employees ……8
Repair, Replacement and Garment Condition……9
Mats, Towels and Shop Wipers ……9
Reporting and Account Management……9
Contract Transition……9
Security and Damage 10
No Buyback, Termination Charges or Automatic Renewal……..10
SECTION III - RESPONSIBILITY OF CONTRACTOR
Responsibility of Contractor…….....……..10
Experience Record…….....…10
Project Work Plan……10
Pricing of Uniform Items 11
Required by Contractor....11
Pricing Terms……..……11
Payment to Contractor....12
SECTION IV - SELECTION PROCESS
Selection Evaluation Process 12
Contract Award....12
Costs……..…13

ATTACHMENTS:

ATTACHMENT 1 - SUBMISSION CHECKLIST…….14

ATTACHMENT 2 - PROPOSAL EVALUATION WORKSHEET……....15

ATTACHMENT 3 - APPOXIMATE UNIFORM REQUIREMENTS FOR THE …16
EXISTING WORKFORCE AND PRICE LIST)

ATTACHMENT 4 - OFFER AND AWARD……19

ATTACHMENT 5 - BIDDER CERTIFICATION REGARDING DEBARMENT….20

ATTACHMENT 6 - GENERAL CONTRACT TERMS AND CONDITIONS……...21

ATTACHMENT 7 CERTIFICATION REGARDING LOBBYING……..26

REQUEST FOR PROPOSALS (RFP)
MONONGALIA COUNTY URBAN MASS TRANSIT AUTHORITY
UNIFORM SERVICES

The Mountain Line Transit Authority (the Authority) is seeking proposals from qualified firms or individuals to provide employee uniform, uniform laundry services, uniform repair and refitting procedures to the Authority beginning March 1, 2027 or before.

Copies of the complete RFP are available upon request by calling (304) 296-3680. The RFP is also available on the internet at https://www.busride.org/procurement or by writing to: Loring Danielson, Finance Officer at 420 DuPont Rd, Westover, WV 26501-2309 or Email: Danielson@busride.org and asking for a copy of the Uniform RFP.

The Authority reserves the right to reject any or all Proposals. Proposals will be accepted until 12:00 p.m. local time on December 2, 2026 at the address listed above.

Bids should be sealed and clearly marked “Uniform Proposal.” The Authority reserves the right to reject any and all bids and to waive any informality in bidding on such basis as the Authority 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. Disadvantaged Business Enterprises (DBE), Small business, minority owned business and women owned businesses are encouraged to apply.

The Mountain Line Transit Authority is an Equal Opportunity/Affirmative Action employer and it is the expressed policy of the Authority that it shall not discriminate against any person, firm, company or corporation in any employment or contracting matter because of race, color, sex, creed, age, disability, blindness, religion, familial status, veteran status, or national origin.

Maria Smith
CEO
Mountain Line Transit Authority

SECTION I - INFORMATION

1.0 GENERAL INFORMATION AND INTRODUCTION

The Monongalia County Urban Mass Transit Authority (MCUMTA) is requesting proposals to provide uniform and laundry 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 Monongalia County Urban Mass Transportation Authority and Contractor for performing services set forth in this RFP.

"Authority" means Monongalia County Urban Mass Transportation Authority, 420 DuPont Road, Westover, WV 26501-2309.

"Contractor" means the company performing the services for the Authority.

“Project" means the services set forth in this RFP.

"'Proposer" means the firm or corporation which submits a proposal to the Authority, 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 described in this RFP.
"Set" means one (1) shirt and one (1) pair of pants, or one (1) coverall.

1.1 PROPOSAL SUBMISSION SCHEDULE

Copies of this RFP will be made available to interested proposers on or after November 9, 2026. The RFP and any subsequent written addenda will serve as the sole basis upon which proposers may submit proposals.

Proposals must be received by 12:00 PM. local time on December 2, 2026 at the Authority offices. Proposals not received by that time and date will not be considered by the Monongalia County Urban Mass Transportation Authority and will be returned unopened to the proposer. All proposals submitted must remain in effect for ninety days in their entirety from the submission due date. One (1) original and one (1) electronic copy of the proposal on a searchable PDF format must be submitted to MCUMTA. Proposes need not be present for the bid opening. Uniform samsples required by Section 3.3 must be delivered to the DuPont Road office, labeled with the proposer’s name, no later than the proposal submission deadline.

Schedule of key dates (subject to change by addendum):

Event	Date
RFP issued	November 9, 2026
Uniforms and supplies available for viewing (by appointment)	November 09 to November 15
Written questions due	November 16, 2026, 4:00 PM
Answers issued by addendum	November 23, 2026
Proposals and samples due	December 2 12:00 PM

Interviews / clarifications (if held)	Week of December 7th
Anticipated Board award	December 16, 2026
Transition, measuring and delivery of new garments	December 18 to Service start date
Service start	No later than March 1, 2027

1.2 PROPOSAL FORMAT

For uniformity in all proposals, proposers shall organize their proposals in the order of the Submission Checklist (Attachment 1), with a tab or heading for each checklist item. 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.

The proposal shall begin with a letter of transmittal, signed by a person authorized to bind the proposer, that includes: (a) the proposer's legal name, address, telephone and email; (b) the name, title, telephone and email of the contact person during evaluation; (c) acknowledgement of all addenda; (d) a statement that the proposal will remain valid for ninety (90) days; and (e) a statement that all information in the proposal is true and correct.

1.3 CONTRACT TERM

The Authority is soliciting proposals from firms to provide Uniform, Laundry Services, Uniform Repair and Refitting Procedures for approximately 2 years and 4 months years March 1, 2027 (or before) to June 30, 2029 plus options Every year to extend the term of the Agreement, at Authority's sole discretion, on a year-to-year basis July1 to June 30 2030, and, July 1, 2030 to June 30, 2031, and July 1 to June 30, 2032.

The Authority reserves the right to terminate this contract as stated in Attachment 6, General Contract Terms and Conditions (Termination).

1.4 CONTRACT MODIFICATIONS OR DEVIATIONS

The provisions contained in the RFP submission, unless the Authority formally approves a waiver or deviation in writing, will be considered to be binding upon proposers.

1.5 QUESTIONS, SINGLE POINT OF CONTACT AND ADDENDA

All questions and communications regarding this RFP shall be directed in writing to: Loring Danielson, Finance Officer, 420 DuPont Road, Westover, WV 26501-2309, Danielson@busride.org. Email subject lines should read "Questions – Uniform Services RFP." Questions must be received no later than [4:00 p.m. local time on November 16, 2026]. Questions received after that time may not be answered.

From the issue date of this RFP until award, proposers shall not contact Authority Board members, evaluation committee members or staff other than the person named above about this RFP. Prohibited contact may result in disqualification.

Any change to this RFP will be made only by written addendum posted at https://www.busride.org/procurement and sent to all firms known to have received the RFP. Oral explanations are not binding. Proposers must acknowledge each addendum in their proposal.

1.6 PROTEST PROCEDURES

Protests must be submitted in writing to the Authority's CEO, must be clearly identified as a protest, and must include the protester's name and address, a contact person and telephone number, and a complete statement of the grounds for the protest with supporting documentation.

a. Pre-award protests concerning the RFP documents or specifications must be received no later than [five (5)] working days before the proposal due date. The Authority will respond in writing before the due date and may extend the due date if necessary.
b. Post-award protests must be received no later than five (5) working days after notification of the award. The Authority will issue a written decision within ten (10) working days after receiving the protest, unless the matter is referred to the Board, in which case it will be decided at the next regular Board meeting.
c. A protester dissatisfied with the Authority's final decision may appeal to the Federal Transit Administration only as described in Attachment 6 (FTA Role in Bid Protests). The Authority will report protests to the FTA regional office as required.

1.7 PUBLIC RECORDS

Proposals become the property of the Authority and are subject to disclosure under the West Virginia Freedom of Information Act, W. Va. Code § 29B-1-1 et seq. A proposer that believes part of its proposal is a trade secret or otherwise exempt must clearly mark those pages and explain the basis for the exemption. Pricing will generally be treated as public after award. The Authority will not be liable for disclosure of information required by law.

1.8 EXCEPTIONS AND DEVIATIONS

Any exception to, or deviation from, the requirements of this RFP, including Attachment 6, must be listed on the Proposal Exceptions and/or Deviations Form (Attachment 8) and submitted with the proposal. If no form is submitted, the proposer is deemed to accept all requirements of this RFP. Exceptions submitted after the proposal due date will not be considered. A proposer's standard rental or service agreement will not become part of the Agreement unless the Authority accepts it in writing, and any conflicting terms in such an agreement are void.

SECTION II - SCOPE OF WORK

2.0 PURPOSE

The purpose of the proposed service is to provide and launder uniforms to the Authority's driving, maintenance, operations, supervisors, clerical, and administrative employees as defined in this RFP. In order to successfully accomplish the project, the Authority is seeking firms or individuals with relevant experience in the provision of work uniforms and laundering the same.

This RFP includes: Attachment 3,

a list of the current uniform requirements for the existing workforce.

2.1 SERVICES REQUIRED

The Contractor shall furnish all garments, emblems, labor, vehicles, hangers, garment racks, soiled-garment containers and other equipment necessary to provide weekly rental, laundering, pressing, repair, alteration, replacement, pickup and delivery of employee uniforms, floor mats, towels and shop wipers, as described in this Section II and in Attachment 3. The Authority may add, delete or change garment types, colors or quantities during the term as positions and staffing change; such changes will be priced at the Attachment 3 unit prices or, for new items, at prices agreed in writing.

2.2 GARMENT INVENTORY AND SPECIFICATIONS

a. **Inventory.** The Contractor shall maintain twelve (12) sets for each participating employee: one (1) worn, five or six (5-6) clean and five or six (5-6) in process, so that each employee receives approximately six (6) clean changes every week, unless the Authority assigns a different number of changes for a position in writing.
b. **New garments.** All garments issued at the start of the Agreement shall be new, whether the Contractor is the incumbent or a new vendor. All replacement garments shall also be new; used garments will not be accepted.
c. **Quality and appearance.** Garments shall be first quality, industrial-laundry grade, and of the fabric blend, color and style described in Attachment 3 or an approved equal. Shirts shall be long-tail. All garments of the same type shall be consistent in color and appearance throughout the term.
d. **Sizing and fit.** Women's-cut garments shall be provided to female employees unless the employee requests otherwise. The Contractor shall provide a full range of sizes, including tall and extended sizes. Any upcharge for extended sizes must be stated on Attachment 3; no other size upcharge will be paid.
e. **Manufacturer.** The proposer shall identify the manufacturer and style number of each garment proposed. Garments furnished during the term shall be from the identified manufacturer unless the Authority approves a change in writing.
f. **Supervisory and administrative garments.** Garments for supervisors, clerical and administrative employees shall be laundered and pressed separately from maintenance garments so that grease and soil are not transferred.
g. **Outerwear and optional safety garments.** Proposers shall price the optional items listed on Attachment 3: ANSI/ISEA 107 (Class 2 or higher) for employees working in the bus yard, and flame-resistant coveralls. The Authority may add these items at any time during the term at the quoted prices.

2.3 FITTING, SIZING AND IDENTIFICATION

a. Before service begins, and for each new employee, the Contractor shall measure employees at the DuPont Road facility at times arranged with the Authority that cover all shifts. Each employee shall sign the size record, and a copy shall be provided to the Authority.
b. Each garment shall carry the Authority logo emblem and, where the Authority requires, an employee name emblem, in positions designated by the Authority. Logo and name emblems are included in the weekly price unless a separate charge is stated on Attachment 3.
c. Each garment shall be labeled with a unique garment identification number, the employee's name and a bar code or QR code, so that every garment can be tracked by employee.
d. The Authority's name and logo may be used only on Authority garments and may not be used in the Contractor's advertising without the Authority's written approval.

2.4 PICKUP AND DELIVERY

a. The Contractor shall pick up soiled items and deliver clean items once each week, on the same day each week (Monday through Friday), between [7:00 a.m. and 3:00 p.m.], at 420 DuPont Road, Westover, WV. If the Authority adds a location during the term, service to that location shall be provided at the Attachment 3 prices unless otherwise agreed in writing.
b. Clean garments shall be pressed, delivered on hangers, sorted by employee and placed in the area designated by the Authority. The Contractor shall supply garment racks and easily accessible soiled-garment containers at no cost to the Authority.
c. The Contractor shall maintain the vehicles and drivers necessary to make deliveries as scheduled, including during inclement weather, strikes and civil disturbances.
d. Each delivery shall be accompanied by a delivery ticket showing the items picked up and delivered. The Authority will receive a credit on the invoice for any item not delivered as scheduled, and missing items shall be delivered within [two (2)] business days.
e. Contractor personnel on Authority property shall follow the Authority's bus yard safety rules, park in designated areas, and wear high-visibility vests in vehicle areas.

2.5 NEW, TRANSFERRED AND DEPARTING EMPLOYEES

a. New employees shall be measured within [five (5)] business days after the Authority's notice, and their full garment inventory shall be delivered within seven (7) calendar days after measurement. Until then, the Contractor shall provide clean stock garments in the employee's size at no charge.

b. Size changes, alterations and changes of position shall be completed within seven (7) calendar days after the Authority's request.
c. When an employee leaves, the Authority will notify the Contractor. Rental charges for that employee's garments shall stop with the first delivery after the notice. The Contractor shall collect the employee's garments. Charges for garments not returned may be billed only as provided in Section 2.10 and Attachment 3.

2.6 REPAIR, REPLACEMENT AND GARMENT CONDITION

a. The Contractor shall inspect garments at each laundering and make routine repairs (buttons, zippers, seams, small tears and emblems) at no charge.
b. Garments that are worn, faded, stained, torn or no longer consistent in appearance shall be replaced with new garments at no charge. Garments with visible sewn patches covering holes or rips will not be accepted.
c. Garments that are defective because of shrinkage, seams, fasteners or zippers shall be replaced with new garments at no charge.
d. Replacement garments shall be delivered within seven (7) calendar days after the need is identified. The proposer shall state its standard replacement cycle; at a minimum, all garments in service shall be replaced with new garments no later than [thirty (30)] months after issue.
e. The Authority will score the proposer's repair and refitting procedures under Attachment 2, so the proposal should describe how garments are inspected, how repairs are made, and how requests for refitting are handled.

2.7 MATS, TOWELS AND SHOP WIPERS

a. Floor and scraper mats shall have non-skid backing, meet applicable safety standards, and be exchanged on the weekly service day. Mat, towel and wiper quantities may change seasonally or with staffing.
b. The Contractor shall provide closed containers for soiled shop wipers and shall manage, transport and launder solvent-contaminated wipers in compliance with 40 CFR 261.4(a)(26) and (b)(18) and applicable West Virginia Department of Environmental Protection requirements. The Contractor shall be responsible for the proper disposal of residues and wastewater from laundering.

2.8 REPORTING AND ACCOUNT MANAGEMENT

a. The Contractor shall designate an account representative, and a backup, who know the requirements of the Agreement and who will respond to service problems within one (1) business day.
b. The Contractor shall provide, by email in Excel format: (1) a weekly report listing items picked up and delivered, by employee and garment ID, with any shortages or overages identified by garment; and (2) a monthly inventory report listing each employee, garment ID, type, size, date issued and last pickup and delivery dates.
c. At the Authority's request, the account representative shall meet with Authority staff (at least [quarterly]) to review service, invoices and garment condition.

2.9 CONTRACT TRANSITION

a. Within ten (10) calendar days after notice of award, the Contractor shall submit a transition schedule showing measuring dates, garment production and delivery, so that full service begins no later than March 1, 2027, when the current contract expires. The Contractor shall coordinate with the Authority so that employees are not left without uniforms during the changeover.
b. At the end of the Agreement, or upon termination, the Contractor shall cooperate with any successor contractor and, if the Authority requests, continue service for up to sixty (60) days at the Agreement prices.

2.10 SECURITY AND DAMAGES

The Contractor shall assume all responsibility for any costs to repair any damage to their uniforms. The Contractor shall provide any theft, damage or other loss insurance it may deem appropriate to cover its interests in this project. Furthermore, by submission of this RFP, the Contractor acknowledges that said damage or losses should not be applied to nor claimed against the Authority's property or other liability insurance. Additionally, the Contractor further stipulates that the Authority will in no manner be held responsible for such theft, damage or other loss. Normal wear and tear, laundering damage, and loss of garments while in the Contractor's possession are the Contractor's responsibility. No charge for lost, damaged or unreturned garments, and no replacement insurance fee, may be billed to the Authority unless the charge, and a schedule prorating it by garment age, is stated in the proposal and on Attachment 3 and accepted in the Agreement.

2.11 NO BUYBACK, TERMINATION CHARGES OR AUTOMATIC RENEWAL

The Authority shall not be required to purchase any garments, emblems or other inventory at the end of the Agreement or upon termination for any reason, and no buyback, termination, cancellation or minimum-volume charges will be paid. The Agreement shall not renew automatically; option years take effect only by written notice from the Authority under Section 1.3.

3.0 RESPONSIBILITY OF CONTRACTOR

The Contractor/Proposer shall identify all of its proposed subcontractors in its proposal, if any, the tasks they will perform, and their qualifications. The Contractor shall be responsible for management, direction, service integration, scheduling, control, review and approval of all subcontract work and services. The Contractor shall be responsible for assuring that all subcontract work is in conformance with the Authority's policies, standards, and criteria and the terms and conditions of this Agreement. The Contractor may not assign the Agreement, or subcontract the overall management of the work, without the Authority's prior written approval.

3.1 EXPERIENCE RECORD

This section of the proposal shall contain complete, concise and accurate descriptions of the Proposer's and its subcontractor's experience in providing services similar to those as outlined in the Scope of Work. Information required but not limited to be as follows:

1. Sample list of Contractor's current uniform types;
2. Relevant business references (three (3) to five (5), preferably public agencies or transit systems served within the past five (5) years, with each contact's name, title, telephone and email);
3. Demonstrated evidence of similar projects and services;
4. Location of the processing plant and service depot that will serve the Authority;
5. A general description of the proposer's financial condition, and any pending litigation, bankruptcy, merger or other condition that may affect its ability to perform; and
6. A list of any public contracts for similar services terminated for cause or default in the past five (5) years, with an explanation.

3.2 PROJECT WORK PLAN

This section of the proposal should identify the Proposer's methodology for providing and laundering employee uniforms, stored and exchanged out at the DuPont Road location. The proposal should include a detailed description of the uniforms to be used (manufacturer, style number, fabric blend and colors for each item on Attachment 3), initial inventories of uniforms, a preliminary laundering and service schedule, its

garment repair, replacement and refitting procedures (Section 2.6), and a transition plan meeting Section 2.9. Any substantive and/or procedural innovations used by the Proposer on similar projects that are applicable or can be tailored to the Contract Services should also be identified.

3.3 PRICING OF UNIFORM ITEMS

The proposer shall submit a complete price list and inventory of all rented uniforms to be initially offered, using the Attachment 3 price sheet. Catalog numbers shown on Attachment 3 identify the items currently in use and are provided for reference only. Proposers may offer an equivalent item from any manufacturer and shall enter their own style number for each item. The Contractor understands that the Authority may desire to change uniforms based on employee need or position changes and is agreeable to this practice as it serves the best interest of both parties. Samples of uniforms and other items are required. The suppliers need to temporarily supply samples for the bid tabulators and management to view. The samples can be supplied earlier than the bid deadline if desired, but must be received no later than the proposal deadline. At a minimum, proposers shall provide one sample of each shirt, pant and coverall style proposed.
The current uniform and supplies are available with an appointment to be viewed. Any samples delivered will be returned to all bidders once the tabulations are complete. If the current vendor wants to use the current uniforms we have those samples. If other samples are to be brought in they will be considered as with any other vendor.

3.4 REQUIRED OF CONTRACTOR

Insurance. Before beginning work, and throughout the term, the Contractor shall maintain, at its own expense, at least the following insurance with insurers rated A- or better by A.M. Best:

a. Commercial General Liability, including products/completed operations and contractual liability: $1,000,000 per occurrence and $2,000,000 general aggregate;
b. Automobile Liability covering owned, hired and non-owned vehicles: $1,000,000 combined single limit per accident;
c. Workers' Compensation as required by West Virginia law, and Employer's Liability of at least $1,000,000.

The Authority, its Board, officers and employees shall be named as additional insureds on the general and automobile liability policies, and coverage shall be primary and non-contributory. Certificates of insurance and the additional-insured endorsement shall be delivered within ten (10) calendar days after notice of award and before service begins. The Contractor shall give the Authority thirty (30) days' written notice before cancellation or material change of any required policy.
Licensing. The Contractor and any subcontractors shall be registered to do business in West Virginia (West Virginia Secretary of State and West Virginia State Tax Department business registration) before award, and shall hold all licenses and permits required to perform the work.

3.5 PRICING TERMS

a. Prices on Attachment 3 shall be fully burdened and include all labor, garments, emblems, delivery, fuel, equipment, overhead and profit. No charge not shown on Attachment 3 will be paid.
b. Prices shall remain firm from March 1, 2027 through June 30, 2029. For each option year thereafter, the Contractor may request a price adjustment in writing at least sixty (60) days before the option year begins. Any adjustment shall not exceed the lesser of [three percent (3%)] or the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for the most recent twelve (12) months, and takes effect only if the Authority accepts it in writing.
c. Any delivery, environmental, fuel or energy charge ("DEFE" on Attachment 3) shall be stated as a fixed weekly amount. It may not be increased, and no new surcharge may be added, except as part of

an option-year adjustment under paragraph (b).

3.6 PAYMENT TO CONTRACTOR

The proposer shall submit a schedule for invoicing to the Authority. Each invoice shall include the invoice number and date, the service period, the contract number, the items and quantities billed by employee, and any credits for undelivered items. The Authority will pay correct invoices within thirty (30) days after receipt. Payment does not waive the Authority's right to dispute charges later found to be incorrect.

The Authority reserves the right to audit, randomly, accounts during normal business hours to ascertain inventory and invoicing accuracy.

SECTION IV - SELECTION PROCESS

4.0 SELECTION EVALUATION PROCESS

MCUMTA will accept the proposal that is determined to be in the best overall interest of MCUMTA. The selection process, in accordance with FTA requirements and Authority 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. MCUMTA 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 Uniform Items Price List factor will be scored by formula: Price score = (lowest evaluated price ÷ proposer's evaluated price) × 100. The evaluated price is the total weekly extended amount on Attachment 3 (using the Authority's quantities, including the DEFE charge and any replacement insurance fee) multiplied by fifty-two (52), plus one-time charges for [twenty-five (25)] new employee set-ups. Optional items will not be included in the evaluated price.

The respondent to this RFP should understand exactly what is required to be submitted in each of the six (6) evaluations "factors" identified on Attachment 2. The complete submission checklist is included as Attachment 1 below.

4.1 CONTRACT AWARD

MCUMTA 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.

The Authority may request clarifications, interview some or all proposers, negotiate with proposers in the competitive range, and request best and final offers. Award may be made without discussions, so proposals should contain the proposer's most favorable terms.

The Agreement will consist of the executed Attachment 4, Attachment 6, this RFP and its addenda, and the Contractor's proposal. If there is a conflict, they control in that order.

All proposers will be notified in writing of the award. An unsuccessful proposer may request a debriefing in

writing within three (3) business days after notification.

4.2 COSTS

MCUMTA shall not be held liable for any costs incurred by proposers prior to the signing of a contract.

ATTACHMENT 1
Submission Checklist

No. [C1]	Item	Included
1.	Expression of Interest - Letter	_____
2.	Record of Experience (Please Provide 3 to 5 references)	_____
3.	List of Subcontractors Included (if any)	_____
4.	Description of Employee Uniform Types, Rental Procedures and Price Lists	_____
5.	Description of Laundry and Replacement Procedures	_____
6.	Accounting Procedure and Payment Schedule	_____
7.	Proposed pick up/delivery schedule	_____
8.	Acknowledgement of Receipt of Addenda (If issued) Copies are also posted online (if any)	_____
9.	Proof of West Virginia business registration for the proposer and all subcontractors (Section 3.4)	_____
10.	Samples of Uniforms and other supplies (due by the proposal deadline)	_____
11.	Price /cost list Attachment 3 Excel Worksheet	_____
12.	Attachment 4 Offer and Award (May be signed later, must be signed to complete the contract)	_____
13.	Bidder certification regarding debarment	_____
14.	Transmittal letter (Section 1.2)	_____
15.	Work plan, including repair/refitting procedures and transition plan (Sections 2.6, 2.9 and 3.2)	_____
16.	Certificate of insurance, or insurer's letter confirming ability to meet Section 3.4	_____
17.	Certification Regarding Lobbying (Attachment 7)	_____
18.	Proposal Exceptions and/or Deviations Form (Attachment 8), or statement of "no exceptions"	_____
19.	Schedule of any lost/damaged garment charges, prorated by garment age (Section 2.10), if any	_____

ATTACHMENT 2

Proposal Evaluation Worksheet

Proposer: _____

Evaluator: _____ Date: _____

Factor	**Weight**	**Score (1-100)**	**Weighted Score (Weight x score)**
Relevant Experience	10		
Quality of Uniform Samples, and Supply Samples	10		
Service and Laundry Schedule/Process	10		
Uniform Items Price List	50 (scored by formula, Section 4.0)		
Uniform Repair and Refitting Procedures	10		
Delivery/Pick up Schedule	10		
Total	**100**		

Notes & Comments:

ATTACHMENT 3

Approximate Uniform Requirements for the Existing Workforce

- The approximate uniforms requirements below are based on our requirements from October 23, 2026. Please see the attached sheet. This sheet will be used for the pricing comparisons on the RFP.
  - Presently the Authority has one location (420 DuPont Road).
  - The Authority needs delivery to its location once a week, on the same day each week, Monday to Friday (see Section 2.4).
  - The quantities in the example are real, but are subject to change as the number of employees could go up or down significantly.
  - Please put in a price even if the quantity is zero, because the estimated price extensions will need to be simulated on set up and other infrequent costs.
  - Rugs and towels could also vary based on seasonal and staffing needs. These other items are secondary to the contract, the uniforms are the main reason for the contract.
  - The existing contract which expires February 28, 2027 is with UniFirst.
  - UniFirst catalog numbers are shown for reference only. Proposers may offer equivalent items from any manufacturer and must enter their own style number in the last column. Optional items are priced for possible later use and are not included in the evaluated price.

Terms:

- Logo Mat is a stiffer piece of cloth that the logo is sewn on. This mat is used to attach the logo to the shirt without damaging the shirt.
- Name Mat is a stiffer piece of cloth that is used to add the first name to the shirt without damaging the shirt.
- Employee set up fee if any includes measurement and sewing on labels and any other non-reoccurring charges when setting up a new employee, or existing employee.
- NOG is Not Our Garment; this is mainly Mountain Line embroidered shirts that Mountain Line purchased, but are still laundered.

	ATTACHMENT 3				
Unifirst's	**Current uniform requirements.**				
Catalog			**Rental**	**Replacement**	**Extended**
Number	**Clothing and Related Description**	**Quantity**	**Price**	**Cost**	**Rental Cost**
010231	LSSHT-65/35 WORKSHIRT	12			
011107	LSSHT-OXFORD BTN DWN60-/40	4			
011107	LSSHT-OXFORD BTN DWN-60/40	18			
020231	SSSHT-65/35 WORKSHIRT	34			
021107	SSSHT-OXFORD BTN DWN-60/40	63			
021107	SSSHT-OXFORD BTN DWN-60/40 - Damage	1			
021107	SSSHT-OXFORD BTN DWN-60/40-Loss charge	0			
031453	LSSHT-UNIFIRST ALL STRIPED	248			
031453	LSSHT-UNIFIRST ALL STRIPED - Loss charge	0			
041453	SSSHT-UNIFIRST ALL STRIPED	385			
041453	SSSHT-UNIFIRST ALL STRIPED - Loss charge	0			
04MM56	SS POLO-100%POLY NO PKT MOIST	24			
100231	PNT-65/35 SOFTWILL PLAIN FRONT	283			
100231	PNT-65/35 SOFTWILL PLAIN FRONT - Loss charge	0			
112231	PNT-65POLY/35COTT PLEATED TWIL	419			
11DF12	PNT-WOS LOWRISE 95POL/5SPNDX/B	24			
12AG31	PNT-WOS POL/COT TWIL FLAT WKNM	12			
300105	COVERALL-100 PERCENT COTTON (Unisex)	4			
EMBLEM	Emblem Charge As needed	24			
EXCHANG	Exchange Charge As needed	11			
PREP CH	Prep Charges As Needed	23			
RESTOCK	Restocking Fee As Needed	1			
	It came to our attention some of the female drivers are in male uniforms.				
	If the uniforms need to be adjusted to curvy or straight female uniforms the quantities from adjustment will be from the quantities above				
	UniFirst supplied MLTA with the Item numbers below for women drivers.				
12AG31	Mechanics Women's Pant Motion				
04MM	Polo Shirt Men				
05MM	Polo Shirt Women				
	The current vendor does not have women's pants for drivers in the current style. If you do feel free to include it. The current style is a guideline.				
	Facility Items provided and billed monthly				
538812	MAT 3X5 SCRAPER	4			
76GA03	MAT-3X5 GREAT IMP 2.0	11			
76GC03	MAT-3X10 GREAT IMP 2.0	8			
802310	WIPERS BAGGED	300			
802310	WIPERS BAGGED - Automatic Replacement	12			
852307	TOWELS-20 X 40 TURK IMPORT 5LB	100			
852307	TOWELS-20 X 40 TURK IMPORT 5LB - Automatic Replacement	4			
858107	TERRY CLOTHS-U1ST BAGGED	250			
858107	TERRY CLOTHS-U1ST BAGGED - Automatic Replacement	10			

907505	LAUNDRY BAGS-SPECIAL	1			
EEFX	DEFE Charge Fixed	1			
ENER	Energy Surcharge	1			
	Set up costs new employee:				

ATTACHMENT 4

Offer and Award

By execution below bidder hereby offers to furnish the product/service as herein indicated.

BIDDER:

Name _____

Address _____

City, State, Zip _____

Signature of Authorized Signee _____

Title _____

Phone Number –
Including Area Code _____

5.1.3 AWARD

By execution below The Mountain Line Transit Authority accepts offer as indicated above for furnishing the product/service as specified.

_____ _____

Maria S Smith, CEO Contracting Officer Date

ATTACHMENT 5
CERTIFICATION OF CONTRACTOR REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

The undersigned, an authorized official of the Bidder stated below, certifies, by submission of this bid/proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(If the undersigned is unable to certify to any of the statements in this certification, such official shall attach an explanation to this bid/proposal.)

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

Name of Bidder: _____

Address: _____

City, State, Zip: _____

Signature of Authorized Official: _____

Title of Official: _____

Telephone: _____ Date: _____

ATTACHMENT 6

GENERAL CONTRACT TERMS AND CONDITIONS

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.

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, 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 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.

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 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.
   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/Parternerships/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. OBM) "Guidelines to Agencies on Government wide 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

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, 2016) 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.

12/20/16

ATTACHMENT 7
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or loan, the entering into of any cooperative agreement, or 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 such purposes in connection with this contract, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," 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, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. 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.

Name of Proposer: _____

Signature of Authorized Official: _____

Name and Title: _____

Date: _____