

# Submission Information Package

Request for Proposals for:

## Uniform Services

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For

Monongalia County Urban Mass Transportation Authority (MCUMTA)

Also known as

Mountain Line Transit Authority

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**Submit Proposals to:** Office of the Finance Officer  
Mountain Line Transit Authority  
420 DuPont Road  
Westover, WV 26501-2309

**Submission Deadline:** Wednesday April 03, 2026  
2:00 p.m. local time

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**Additional Information:** [WWW.BUSRIDE.ORG](http://WWW.BUSRIDE.ORG)

Info@Busride.Org  
(304) 296-3680  
(304) 291-7429 fax

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**Issued March 10, 2026**

# Contents

COVER .....	1
TABLE OF CONTENTS.....	2
ADVERTISEMENT.....	3
SECTION I - INFORMATION	
General Information & Introduction.....	4
Proposal Submission Schedule .....	4
Proposal Format.....	5
Contract Term.....	5
Contract Modifications or Deviations.....	5
SECTION II - SCOPE OF WORK	
Purpose.....	5
Services Required .....	5
Security and Damage .....	5
SECTION III - RESPONSIBILITY OF CONTRACTOR	
Responsibility of Contractor.....	6
Experience Record.....	6
Project Work Plan.....	6
Pricing of Uniform Items.....	6
Required by Contractor.....	6
Payment to Contractor .....	7
SECTION IV - SELECTION PROCESS	
Selection Evaluation Process .....	7
Contract Award.....	7
Costs.....	7
ATTACHMENT 1 - SUBMISSION CHECKLIST	
ATTACHMENT 2 - PROPOSAL EVALUATION WORKSHEET	
ATTACHMENT 3 - APPROXIMATE UNIFORM REQUIREMENTS FOR THE EXISTING WORKFORCE AND PRICE LIST)	
ATTACHMENT 4 - OFFER AND AWARD	
ATTACHMENT 5 - BIDDER CERTIFICATION REGARDING DEBARMENT	
ATTACHMENT 6 - GENERAL CONTRACT TERMS AND CONDITIONS	

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 July 1, 2026 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.busrider.org/procurement> or by writing to: Loring Danielson, Finance Officer at 420 DuPont Rd, Westover, WV 26501-2309 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 2:00 p.m. local time on April 03, 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. 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.

### **1.1 PROPOSAL SUBMISSION SCHEDULE**

Copies of this RFP will be made available to interested proposers on or after March 10, 2026. The RFP and any subsequent written addenda will serve as the sole basis upon which proposers may submit proposals.

Questions must be submitted by March 27<sup>th</sup>. Answers and addendum will be posted by March 31<sup>st</sup>.

Proposals must be received by 2:00 PM, local time on April 3, 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) copy of the proposal must be submitted to MCUMTA. Proposers need not be present for the bid opening.

## **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**

The Authority is soliciting proposals from firms to provide Uniform, Laundry Services, Uniform Repair and Refitting Procedures for a three years July 1, 2026 to June 30, 2029 plus option to extend the term of the Agreement, at Authority's sole discretion, on a year-to-year basis for up to two additional years the periods from July 1, 2030 to June 30, 2031.

The Authority reserves the right to terminate this contract as stated in Exhibit 1 of this RFP.

## **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.

## **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:

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

### **2.1 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.

### **SECTION III - RESPONSIBILITY OF CONTRACTOR**

#### **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.

#### **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; and
3. Demonstrated evidence of similar projects and services

#### **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, initial inventories uniforms, and a preliminary laundering and service schedule. 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. 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. 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 PAYMENT TO CONTRACTOR**

The proposer shall submit a schedule for invoicing to the Authority.

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 respondent to this RFP should understand exactly what is required to be submitted in each of the five (5) 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.

### **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

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 if other than Attachment 3 \_\_\_\_\_
5. Description of Laundry and Replacement Procedures \_\_\_\_\_
6. Billing 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. West Virginia Business License for all contractors \_\_\_\_\_
10. Samples of Uniforms and other supplies \_\_\_\_\_
11. Price /cost list Attachment 3 Excel Worksheet  
Printed copy and Excel Spreadsheet also if available \_\_\_\_\_
12. Attachment 4 Offer and Award  
(May be signed later, must be signed to complete the contract) \_\_\_\_\_
13. Bidder certification regarding debarment \_\_\_\_\_
14. Attachment 6 Disadvantaged Business Enterprise Survey \_\_\_\_\_
15. Attachment 7 Contract Terms and Conditions. \_\_\_\_\_

**ATTACHMENT 2**  
Proposal Evaluation Worksheet

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

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

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<u>Factor</u>	<u>Weight</u>	<u>Score</u> (1-100)	<u>Weighted Score</u> (Weight x score)
Relevant Experience	5		
Quality of Uniform Samples, and Supply Samples	20		
Service and Laundry Schedule/Process	5		
Uniform Items Price List	40		
Customer Service	20		
Uniform Repair and Refitting Procedures	5		
Delivery/Pick up Schedule	5		
<b>Total</b>	<b>100</b>		

Notes & Comments:

## ATTACHMENT 3

### Approximate Uniform Requirements for the Existing Workforce

- The approximate uniforms requirements above are based on our requirements from February 2026. Please see the attached sheet. This sheet will be used for the pricing comparisons on the RFP.
  - Presently the Authority has one location.
  - The Authority needs delivery to each location once a week, any day(s) Monday to Friday on a regular basis.
  - 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 June 30, 2026 is with UniFirst.
  
- Terms:
  - Logo & Name patch should be used to attach the logo and 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.

## ATTACHMENT 3

### Price Sheet

**Please add rows to list prices for each size of the following for both women & men.  
Please submit a sample of each item along with your bid.**

**Current Employees subject to change**

Item	Type	Sizes Available	Weekly Cleaning Price	Initial Setup Price	Lost Item Price	Colors Available
<b>DRIVER/SUPERVISOR/ CUSTOMER SERVICE</b>						
Pants	Traditional work uniform					
Shirts – short sleeve	Traditional work uniform					
Shirts – long sleeve	Traditional work uniform					
Pants	Performance fabric					
Shirts – short sleeve	Performance fabric					
Shirts – long sleeve	Performance fabric					
Pants	Mechanics clothes					
Shirts – short sleeve	Mechanics clothes					
Shirts – long sleeve	Mechanics clothes					
3X5 Floor Mat						
3X10 Floor Mat						
Scrapper Floor Mat by size						
Red (shop) Wipers						
Bath Towels						
Terry Cloth Towels						

### Expectations:

MCUMTA is expecting the order to be based on the employees listed below. Please price these items with the following assumptions: Price for no charge for repair/replacement for damage. If things are damaged on purpose MCUMTA will expect to pay it as we would a lost item. Price the items for no restocking charge.

The internet said the closest index to the garment rental industry is the Producer Price Index (PPI) for Apparel Manufacturing. Price the above through June 30, 2029. And on a separate table list what the price increases will be based on a percentage of the Price increase from March 2026 to March 2029 of the PPI. I.e. The PPI change times 100% to 0%. The renewal is not required.

**We have the following employees who will need uniforms:**

- 2 female customer service
- 1 Male customer service
- 46 male & 10 female drivers
- 2 male mechanics
- 1 male maintenance supervisor
- 4 male shift supervisors
- 1 male parts clerk
- 1 male training officer

**Mechanics clothing should be heavy duty, designed specifically for mechanics. We are looking for both traditional and performance style shirts for Driver/Supervisor/Customer Service, with the traditional shirts made of a polyester/cotton blend fabric. The vendor will need to supply pants and shirts in men’s and women’s styles and sizes. Name & logo patches shall be sewn on shirts above the right & left breast pocket (or in that general area where the pocket would be if there aren’t pockets). Work pants shall be black and shirts shall be a neutral color (without stripes); charcoal gray & hunter green are encouraged but any color may be considered. An example photo of the uniform style has been provided in Attachment 3. Each listed employee should receive 12 pairs of pants and 12 shirts, with the mechanics and maintenance supervisor additionally receiving 2 coveralls.**

**Other One Time Charges:**

<b>Other one time set up fees</b>	<b>Price Per Piece</b>	
<b>Measurement Per employee</b>		
<b>Logo &amp; name patches Per Shirt</b>		
<b>Other please describe</b>		
<b>Delivery, environmental, fuel, energy (other similar charges)</b>		



# ATTACHMENT 4

## Offer and Award

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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.

\_\_\_\_\_  
Contracting Officer

\_\_\_\_\_  
Date

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

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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**

**DISADVANTAGED BUSINESS ENTERPRISE SURVEY Bidder's DBE**

**Information**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_ email: \_\_\_\_\_

Number of years firm has been in business: \_\_\_\_\_

Gross Annual Receipts: \_\_\_\_\_

Certified DBE firm with the Transit Authority?  Yes  **No**

**Subcontractors DBE Information**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_ email: \_\_\_\_\_

Number of years firm has been in business: \_\_\_\_\_

Gross Annual Receipts: \_\_\_\_\_

Certified DBE firm with the Transit Authority?  Yes  N o

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_ email: \_\_\_\_\_

Number of years firm has been in business: \_\_\_\_\_

Gross Annual Receipts: \_\_\_\_\_

BE Application and unified certification link is located as follows:

Disadvantaged Business Enterprise Program (wv.gov) <https://transportation.wv.gov/crc/DBE/Pages/default.aspx>

# ATTACHMENT 7

## GENERAL CONTRACT TERMS AND CONDITIONS

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### 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/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. 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