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NEW BEDFORD, MA 02740-6263
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Erik B. Rousseau
ADMINISTRATOR

REQUESTS FOR BIDS
Removal, Disposal and Replacement of Tarred Surface (Bus Yard)
At the New Bedford Maintenance Facility
65 Potomska Street, New Bedford MA

The Southeastern Regional Transit Authority (SRTA) is seeking qualified bidders for the

REMOVAL, DISPOSAL AND REPLACEMENT OF TARRED SURFACE (Bus Yard)
65 Potomska Street, New Bedford MA

IFB SRTA 2012-003

This project is a parking area approximately 105,000 square feet that is used for the parking of its revenue fleet and employee vehicles.

The project will include the grinding of the current pavement, disposal of said pavement and the preparation of the surface to accept a 2 inch top coat. The entire area shall be cleaned, and a leveling course of bituminous concrete will be installed where needed. A tack coat of emulsified asphalt must be applied before installing the 2 inch bituminous concrete top coat.

All drains and manhole covers shall be placed to meet the finished grade. The pitch of the entire lot must allow water to run from the east side of the building to drains located south and north of the building.

The project will include removing, replacing of the fence and two gates on the east side of the building.

The project will include removing, replacing and construction a 6" Cape Cod Berm.

The project will include restriping the pavement to the original layout.

The Bidder must comply with all EPA state, local and federal requirements and must obtain all required permits for this project.

A site visit will take place only on April 23, 2012 at 11:00 AM at which time accurate measurements may be taken.

Bid Packages including these specifications, contract clauses and certifications may be obtained on our website <http://www.srtabus.com>, as of April 9, 2012. The Bid Package is available on our website:

All Bids must be submitted and received by 12:00 Noon, May 8, 2012. Notice of award will be made in writing by May 13, 2012.

Serving the Communities of

Acushnet, Dartmouth, Fairhaven, Fall River, Freetown,
Mattapoisett, New Bedford, Somerset, Swansea, Westport

Bids must be submitted in triplicate (one original) on the form provided and shall be enclosed in a sealed envelope marked as follows:

**Bid for Removal Disposition and Replacement of
Tarred Surface (Bus Yard)
At the New Bedford Maintenance Facility
IFB #: SRTA 2012-03
Bid Opening Date: May 8, 2012
Opening Time: 12:00 PM
Attention: Erik B. Rousseau, Administrator**

Bidders must specify their official name in the upper left-hand corner of the outside of said envelope.

Bids will be opened by the Administrator at his office (700 Pleasant Street) until noontime (EST) on May 8, 2012. Any bids received prior to the opening time shall be held and opened publicly by the Administrator or his designee at the prescribed time and place, unless notice of some other time and place for opening is given in the form of an addendum. The Award will be made by the Authority after review for completeness and responsiveness to the technical specifications and process.

The successful Bidder will be required to comply with all applicable Equal Employment Opportunity laws and regulations and the Federal "Buy America" requirements under CFR 49. A "Buy America" certification must be submitted at the time of the bid together with all other certificates hereto attached to the standard contract clauses.

The Authority has established a goal for participation by Minority and Women Owned Businesses (DBE) of 5%.

All bidders will be required to certify that they are not on the Comptroller's list of ineligible contractors.

This contract is subject to any applicable guidelines for project administration issued by the Federal Transit Administration of the U.S. Department of Transportation and all other applicable federal and state laws, rules and regulations. The right is reserved by SRTA to reject any and all bids or any part of any bid, if it deems it to be in its best interest to do so.

CONTRACT CLAUSES

NO ADVANTAGE CLAUSE

The price to be quoted in any bid submitted shall include all items of labor, material, tools, equipment and other cost(s) necessary to complete fully the manufacture and production of the motor coaches pursuant to these specifications. It is the intention of these specifications to provide and require a complete system of the type prescribed. Any items omitted from such specifications which are clearly necessary shall be considered a part of the specification, although not directly specified or called for in these specifications.

BID TERMS

Conditional bids, or those which take exception to the specifications, will be considered nonresponsive and will be rejected.

Bids must be submitted on the form furnished by the Authority. Bids submitted in any other form will be considered nonresponsive and will be rejected. Such forms may be obtained at the office of the Southeastern Regional Transit Authority, 700 Pleasant Street, New Bedford, MA 02740

All bids must remain in effect for sixty (60) days from the bid opening date.

Bidder shall state bid price based on payment terms of net within twenty (20) days after acceptance (if applicable).

Bids must respond to all requirements, as set forth in the Invitation. A narrative description should set forth the bidder's plan to supply the necessary tire requirements. This description shall outline the qualifications of the organization to meet necessary quality, delivery and service training needs. The following areas of consideration will be used by the Authority and its Operator in making the selection of a supplier for the tire leasing contract. The supplier's narrative should provide necessary information to permit the SRTA to draw conclusions on each of the points noted.

UNDERSTANDING OF THE AUTHORITY'S REQUIREMENTS

This refers to the suppliers understanding of the Authority's operating environment, delivery requirements, inventory levels and storage capabilities, fleet composition, etc. In summary, the Supplier must show an understanding of the nature and scope of the services to be supplied.

COST

While this area will be weighted heavily, it will not be the sole deciding factor in the selection process. The bidder is required to submit its cost information on the sheet provided in this package.

The bidder will show SRTA's IFB project number in all correspondence with the Authority and with FTA.

In the event a single bid is received, it will be necessary for the Authority to conduct a price and/or cost analysis of the bid price.

The Authority is presently exempt from the payment of any sales, excise or use taxes. The price bid must be exclusive of taxes and will be so construed.

PROTEST PROCEDURE

This procurement is conducted under standards published by the Federal Transit Administration (FTA) in Circular 4220.1F (dated February 15, 2011 as amended). This circular requires that grantees and sub grantees will use their own procurement procedures that reflect applicable State and Local laws and regulations, provided that the procurements procedures conform to applicable Federal law.

Under Circular 4220.1F, protests and appeals to FTA may be made only on the basis that the grantee does not have written protest procedures for in-house review of protests or failed to follow such procedures.

Additional copies of SRTA's procedures for handling or a protest may be obtained from the Administrator, SRTA 700 Pleasant Street, and New Bedford, MA 02740. *(A complete copy may be found in Sections 7.7 through 7.17 in this schedule)*

Appeal of the decision by the Southeastern Regional Transit Authority by a prime contractor or an adversely affected subcontractor must be in writing and received by SRTA not less than seven (7) full days before bid opening. Appeals received less than seven (7) full working days before bid opening will not be considered. In deciding appeals, SRTA will consider only the documentation developed during negotiations between SRTA and the supplier and the information obtained through specific request for such to SRTA, or contractor.

Upon receipt of a notice that an appeal has been submitted, SRTA will determine if the bid opening should be postponed. If the bid opening is postponed SRTA will immediately contact prime contractors and subcontractors who have been furnished a copy of the specifications that an appeal has been filed and that the bid opening is postponed until a final decision is issued. Appropriate addenda will be issued regarding rescheduling of the bid opening.

Any appeal may be withdrawn at any time before SRTA has issued its decision.

SRTA's decision on any appeal will be final. No further appeals will be considered by SRTA.

Protest of a decision of SRTA to award a contract to a prime contractor or an adversely affected subcontractor must be in writing and received by SRTA within ten (10) working days of its decision. Any such protest must contain a statement of the grounds for protest and all supporting documentation.

SRTA will respond to the protest in writing in a timely manner.

Appeal from the decision of SRTA by a prime contractor or any adversely affected subcontractor must be in writing and received by FTA no later than five (5) days after the final decision is rendered. If it is alleged that SRTA failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five (5) days after the protestor knew or should have known of the grantee's failure to render a final determination of the protest. SRTA must receive a concurrent notice indicating the nature of the appeal. SRTA will furnish FTA with a copy of all previous correspondence pertaining to the subjects covered by the appeal. FTA's review of any protest will be limited to:

- Alleged failure of the grantee to follow its written protest procedure.
- Alleged violations of a specific Federal requirement that provides an applicable complaint procedure shall be submitted and processed in accordance with that Federal regulation.

Only those protests submitted by an interest party (i.e. an actual prospective bidder or offeror whose direct economic interest would be affected by the award of the contract or by failure to award the contract will be considered

The protest filed with FTA shall include the name and address of the protestor; identify SRTA as the grantee, project number, and the number of the contract solicitation; contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to follow protest procedures or the alleged failure to have procedures and be fully support to the extent possible and, include the local protest filed with SRTA and a copy of SRTA's decision, if any.

SRTA shall be notified by the FTA in a timely manner of the receipt of the protest. All interested parties will be notified by SRTA at FTA instruction. SRTA shall instruct all who receive such notice that they may communicate further directly with FTA.

SRTA shall submit the following information no later than ten (10) days after receipt of the notification by FTA of the protest: a copy of SRTA's protest procedure; a description for the process followed concerning the protestor's protest; and any supporting documentation. SRTA shall provide the protestor with a copy of the above submission.

The protestor must submit any comments on the SRTA submission not later than ten (10) days after the protestor's receipt of SRTA's submission.

When a protest has been timely filed with SRTA before award, SRTA shall not make any award prior to five (5) days after the resolution of the protest, or if a protest has been filed with FTA during the pendency of that protest, unless SRTA determines that: a) the items to be procured are urgently required. b) Delivery or performance will be unduly delayed by failure to make the award promptly, or c) Failure to make prompt award will otherwise cause undue harm to SRTA or the Federal Government.

In the event that SRTA determines that the award is to be made during the five (5) day period following the local protest decision or the pendency of a protest, SRTA shall notify FTA prior to making such award. FTA will not review the sufficiency of SRTA's determination to award during the pendency of a protest prior to FTA bid protest decision. SRTA reserves the right not to participate in the funding of any contract awarded during the pendency of a protest.

Upon receipt of the submission, FTA will either request further information or a conference among the parties or will render a decision on the protest.

The Authority reserves the right to postpone bid opening for its own convenience and to reject any or all bids and to waive any irregularities.

Any changes to the specifications will be made by written addendum.

Prime contractors and subcontractors may make appointments to discuss these specifications. This, however, does not relieve them from written, documented requests required by paragraphs 3.21 and 3.22 below.

Requests for approved equals, clarification of specifications, and protest of specifications must be received by the Authority in writing no later than April 26, 2012. Any request for an approved equal or protest of the specifications must be fully supported with technical data, test results or other pertinent information as evidence that the substitute offered is equal to or better than the specification requirements. In addition, any test requirements in the specifications that pertain to any item under consideration for approved equal must be submitted with the request for approved equal.

The Authority's replies to requests under part 3.21 above will be made no later than April 30, 2012 working days after receipt of the request.

REQUIRED CLAUSES, CONTRACT PROVISIONS

Contract Changes: Any proposed change in this contract shall be submitted to the Authority for its prior approval.

Interest of Members of or Delegates to Congress. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising wherefrom.

Prohibited Interest No member, officer or employee of the Authority or of a local public body which is a member of the Authority during his or her tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof

Termination

a) Termination for Convenience

The **Southeastern Regional Transit Authority** may terminate this contract, in whole, at any time with a minimum thirty (30) days prior written notice to the Contractor. The Contractor shall be paid its costs, including contract close-out-costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the **Southeastern Regional Transit Authority** (hereafter known as **SRTA**); the Contractor will account for the same and dispose of it in the manner that **SRTA** directs.

b) Termination by Default (*Breach or Cause*)

c) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other material provisions of the contract, **SRTA** may terminate this contract for default. Termination shall be effected by serving a notice 30 days prior of termination on the Contractor set forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or service performed in accordance with the manner of performance set forth in the contract.

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

c) Opportunity to Cure

The Southeastern Regional Transit Authority, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor (an appropriately short period of time) in which to cure the defect. In such case, the notice of termination will state the time period of which cure is permitted and other appropriate conditions.

If the Contractor fails to remedy to **SRTA's** satisfaction the breach or default of any of the material terms, covenants or conditions of the Contract ten (10) days after receipt by the Contractor, or written notice from **SRTA** setting forth the nature of said breach or default. **SRTA** shall have the right to terminate the Contract without any further obligation to the Contractor.

Any such termination for default shall not in any way operate to preclude SRTA from also pursuing all available remedies against the Contractor and its sureties for said breach or default.

d) Waiver of Remedies for any Breach

In the event that either party elects to waive its remedies for any breach by the either party of any covenant, term or conditions of this Contract, such waiver by shall not limit the remedies for any succeeding breach of that or any other terms, covenant or condition of this contract.

e) Termination for Default

If the Contract fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other material provisions of this contract, SRTA may terminate this contract for default. SRTA shall terminate by delivery to the Contractor a Notice of Termination specifying the nature of the default. The Contract will only be paid the contract price for supplies delivered and accepted or services performed in accordance with the manner or performance set forth in this contract.

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

f) Funding Availability

To the extend continued performance by SRTA is subject to funding availability,

g) Default by SRTA

In the event SRTA should fail to make any payment required hereunder. Upon the occurrence of any such default, Contractor shall have the right, at its option, without prejudice to any other rights and remedies, upon thirty (30) days' prior written notice to SRTA terminate. Should the Contractor exercise any of these options, Contractor shall be relieved from any further obligation under this Contract; however, this shall not relieve SRTA from its obligations to make all payments required hereunder or from liability for damages for breach of this Contract in accordance with the terms thereof.

Upon any exercise of such right to terminate, SRTA shall at the sole election of Contractor forthwith return Contractor's property furnished hereunder, or make all payment required hereunder as of the date of termination. Without limiting any other provision hereof, SRTA specifically agrees that it shall be responsible for and pay any and all attorney fees, court costs and other expenses incurred by Contractor in collecting amounts owed by SRTA hereunder or enforcing any other right under this Contract. Failure of Contractor to terminate this Contract as herein provided on any breach by SRTA shall not operate as a waiver by Contractor of its right to terminate this Contract as herein provided upon any subsequent breach by SRTA.

ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.
49 CFR Part 18

Energy Conservation – In the performance of this contract the contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

Clean Water - (1) – In the performance of this contract the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325

18 CFR 18.36 (i)

49 CFR 633.17

Access to Records - The following access to records requirements apply to this Contract: upon at least thirty days prior written notice to the Contractor, during regular business hours, and at the government agency's sole expense:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

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

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

FEDERAL CHANGES

49 CFR Part 18

Federal Changes - Contractor shall at all times comply with all applicable DOT regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and DOT, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

CLEAN AIR

42 U.S.C. 7401 et seq
40 CFR 15.61
49 CFR Part 18

Clean Air - (1)In the performance of this contract the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. . The Contractor agrees to report each violation to the Purchaser and

understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) In the performance of this contract the Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

RECYCLED PRODUCTS

**42 U.S.C. 6962
40 CFR Part 247**

Executive Order 12873 Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), 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.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

FEDERAL CHANGES

49 CFR Part 18

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

BONDING REQUIREMENTS

a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certified check, or other

negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

b. A performance bond on the part to the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows:

(1) 50% of the contract price if the contract price is not more than \$1 million;

(2) 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million; or

(3) \$2.5 million if the contract price is more than \$5 million.

d. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

Bid Bond Requirements

(a) Bid Security

A Bid Bond must be issued by a fully qualified surety company acceptable to **Southeastern Regional Transit Authority** and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved

In submitting this Bid, it is understood and agreed by bidder that the right is reserved by **Southeastern Regional Transit Authority** to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of **Southeastern Regional Transit Authority**.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of **Southeastern Regional Transit Authority**, shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of (Recipient's) damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by **Southeastern Regional Transit Authority** as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense **Southeastern Regional Transit Authority** for the damages occasioned by default, then the undersigned bidder agrees to indemnify **Southeastern Regional Transit Authority** and pay over to **Southeastern Regional Transit Authority** the difference between the bid security and **Southeastern Regional Transit Authority** total damages, so as to make **Southeastern Regional Transit Authority** whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested will render the bid unresponsive.

Performance and Payment Bonding Requirements

The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the **Southeastern Regional Transit Authority** determines that a lesser amount would be adequate for the protection of the **Southeastern Regional Transit Authority**.
2. The **Southeastern Regional Transit Authority** may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The **Southeastern Regional Transit Authority** may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(b) Payment bonds

1. The penal amount of the payment bonds shall equal:
 - (i) Fifty percent of the contract price if the contract price is not more than \$1 million.
 - (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - (iii) Two and one half million if the contract price is more than \$5 million.
2. If the original contract price is \$5 million or less, the **Southeastern Regional Transit Authority** may require additional protection as required by subparagraph 1 if the contract price is increased.

Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The (recipient) shall determine the amount of the patent indemnity to protect the (Recipient).

Warranty of the Work and Maintenance Bonds

1. The Contractor warrants to (Recipient), the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by (Recipient), free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the [Project Manager], the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by (Recipient) and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to (Recipient). As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment [as provided in Item X below], furnish separate Maintenance (or Guarantee) Bonds in form acceptable to (Recipient) written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final

Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

DAVIS-BACON ACT

40 USC. § 276a -276a-5 (1995) 29 CFR. § 5 (1995)

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iii) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(iv)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an

additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(iv) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - The **Southeastern Regional Transit Authority** shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the **Southeastern Regional Transit Authority** may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security

number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the **Southeastern Regional Transit Authority** for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them

available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the

journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
40 U.S.C. .§327 -333 (1995) 29 C.F.R. .§ 5 (1995) 29 C.F.R. .§ 1926 (1995)

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek(2)

Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$ 10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The (**write in the name of the grantee or recipient**) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Section 107 (OSHA):

Contract Work Hours and Safety Standards Act - (i) The Contractor agrees to comply with section 107 of the Contract t Work Hours and Safety Standards Act, 40 U.S.C. section 333, and applicable DOL regulations, " Safety and Health Regulations for Construction " 29 C.F.R. Part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

(ii)**Subcontracts** - The Contractor also agrees to include the requirements of this section in each subcontract. The term "subcontract" under this section is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract

for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a "subcontractor" under this section if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials which will become an integral part of the construction is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor." The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

COPELAND ANTI-KICKBACK ACT

40 U.S.C. § 276c (1995)

29 C.F.R. § 3 (1995)

29 C.F.R. § 5 (1995)

3.1 of the Copeland Act makes it clear that the purpose of the Act is to assist in "the enforcement of the minimum wage provisions of the Davis- Bacon Act." In keeping with this intent DOL has included a section on the Copeland Act in the mandatory language of the Davis-Bacon provisions. The language can be found at §5.5(a)(5) of the Davis-Bacon model clauses and reads as follows:

Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract. Since there is no specific statutory or regulatory requirements for additional mandatory language, I would recommend that no additional clauses are necessary for this provision.

BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18FTA Circular 4220.1F

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

Performance During Dispute - Unless otherwise directed by **Southeastern Regional Transit Authority**, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be

made in writing to such other party within a reasonable time after the first observance of such injury of damage.

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

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

CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

Civil Rights - The following requirements apply to the underlying contract:

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

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq. , (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal

policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

ADA Compliance

1. The SRTA assures that it and its project implementation and operations will comply with all applicable requirements of:

- a. The Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*,
- b. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*,
- c. U.S. DOT regulations, specifically 49 CFR parts 27, 37, and 38, and
- d. Any other applicable Federal laws that may be enacted or Federal regulations that may be promulgated,

2. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27, specifically 49 CFR 27.9, the Applicant assures that:

- a. The following prohibition against discrimination on the basis of disability is a condition to the approval or extension of any FTA funding awarded to:
 - (1) Construct any facility,
 - (2) Obtain any rolling stock or other equipment,
 - (3) Undertake studies,
 - (4) Conduct research, or
 - (5) Participate in or obtain any benefit from any FTA administered program,

b. In any program or activity receiving or benefiting from Federal funding FTA or any entity within U.S. DOT administers, no otherwise qualified people with a disability will, because of their disability, be:

- (1) Excluded from participation,
- (2) Denied benefits, or
- (3) Otherwise subjected to discrimination.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 5%. A separate contract goal of 5 % DBE participation has been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as **Southeastern Region Transit Authority** deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following [

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

Offerors] must present the information required above (see 49 CFR 26.53(3)).

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the **Southeastern Regional Transit Authority**. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

e. The contractor must promptly notify **Southeastern Region Transit Authority** whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Southeastern Region Transit Authority.

BUY AMERICA
49 U.S.C. 5323(j) 49 CFR Part 661

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (attached) with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

FORMS AND CERTIFICATIONS

BUY AMERICA CERTIFICATION

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C.

5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but it may qualify for an exception pursuant to 49 U.S.C.

5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49

U.S.C. 5323(j)(2)(C) and the regulations at 49 CFR Part 661.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C), but may qualify for an exception pursuant to 49 U.S.C.

5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

**Certification Regarding
INELIGIBLE BIDDERS LIST**

RE: SRTA 2012-03

_____ Certifies that neither it, nor any of its
(Name of Company)
Subcontractors used in performing this contract, are listed on the list of ineligible
contractors maintained by the Comptroller General of the United States.

CERTIFICATION OF PRIMARY PARTICIPANT
PROJECT NO.: IFB SRTA 2012-03

Date: _____

THE PRIMARY PARTICIPANT _____ CERTIFIES TO THE BEST OF ITS KNOWLEDGE AND BELIEVE, THAT IT AND ITS PRINCIPALS:

1. ARE NOT PRESENTLY DEBARRED, SUSPENDED, PURPOSED FOR DEBARRMENT, DECLARED INELIGIBLE , OR VOLUNTARILY EXCLUDED FROM COVERED TRANSACTIONS BY ANY FEDERAL DEPARTMENT OR AGENCY;

2. HAVE NOT WITHIN A THREE-YEAR PERIOD PRECEDING THIS PROPOSAL BEEN CONVICTED OF OR HAD A CIVIL JUDGMENT RENDERED AGAINST THEM FOR COMMISSION OF FRAUD OR A CRIMINAL OFFENSE IN CONNECTION WITH OBTAINING, ATTEMPTING TO OBTAIN, OR PERFORMING A PUBLIC (FEDERAL, STATE OR LOCAL) TRANSACTION OR CONTRACT UNDER A PUBLIC TRANSACTION; VIOLATION OF FEDERAL OR STATE ANTITRUST STATUTES OR COMMISSION OF EMBEZZLEMENT, THEFT, FORGERY, BRIBERY, FALSIFICATION OR DESTRUCTION OF RECORDS, MAKING FALSE STATEMENTS, OR RECEIVING STOLEN PROPERTY;

3. ARE NOT PRESENTLY INDICTED FOR OR OTHERWISE CRIMINALLY OR CIVILLY CHARGED BY A GOVERNMENT ENTITY (FEDERAL, STATE OR LOCAL) WITH COMMISSION OF ANY OF THE OFFENSES ENUMERATED IN PARAGRAPH (2) OF THIS CERTIFICATION ; AND

4. HAVE NOT WITHIN A THREE-YEAR PERIOD PRECEDING THIS APPLICATION /PROPOSAL HAD ONE OR MORE PUBLIC TRANSACTIONS (FEDERAL, STATE OR LOCAL) TERMINATED FOR CAUSE OR DEFAULT.

THE PRIMARY PARTICIPANT _____, 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.

Signature and Title of Authorized Official

THE UNDERSIGNED CHIEF LEGAL COUNSEL FOR THE _____
HEREBY CERTIFIES THAT THE _____ HAS
AUTHORITY UNDER STATE AND LOCAL LAW TO COMPLY WITH THE
SUBJECT ASSURANCES AND THAT THE CERTIFICATION ABOVE HAS BEEN
LEGALLY MADE.

Signature of Applicant's Attorney

SOUTHEASTERN REGIONAL TRANSIT AUTHORITY

Incorporation of Federal Transit Administration (FTA) Terms

The contractor acknowledges that the contract is subject to provisions including, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F and the grant agreement between U.S. DOT, FTA and SRTA are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any SRTA requests which would cause SRTA to be in violation of the FTA terms and conditions.

Name of Contractor

Name of Authorized Officer, Title

Signature Date

SOUTHEASTERN REGIONAL TRANSIT AUTHORITY

MASSACHUSETTS TAX CERTIFICATION

Section 49A of Chapter 62C of the Massachusetts General laws requires agencies and subdivisions of the Commonwealth to obtain the following certification from providers who furnish goods, services or real estate in excess of \$5,000.00 in any fiscal year.

Pursuant to M.G. L. Ch. 62C, Section 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Tax Identification No.

Name of individual or Corporate Name

Name and Title of Authorized Officer

Signature, Date

**Commonwealth of MA Childcare / Daycare Certification
Contractor's Certification**

_____ (The contractor) hereby certifies that it is in compliance with Chapter 521 on the Acts of 1990, as amended by Chapter 329 of the Acts of 1991, and the regulations 102 CMR 12.00 promulgated pursuant thereto.

_____ There is a program for childcare in compliance with these regulations

_____ There are fewer than 50 fulltime people employed in this company

Name of Firm

Signature

Name and Title (Please print)

Date

102 CMR: OFFICE FOR CHILDREN

102 CMR 12.00: MINIMUM STANDARDS FOR CHILDCARE TUITION ASSISTANCE AND ON-SITE OR NEAR-SITE
SUBSIDIZED CHILDCARE PLACEMENTS

Section

- 12.01: Introduction
- 12.02: Definitions
- 12.03: General Rules
- 12.04: Minimum Standards

12.01: Introduction

These standards adopted in accordance with St. 1990. C. 521 s. 7. As amended by St. 1991. C. 320. stress the commitment of state government to provide employees with affordable childcare for the purpose of allowing employees to be gainfully employed. Pursuant to St. 1990. C. 321. S. 7. As amended by St. 1991. C. 339. on and after July 1, 1991, no contract for goods and services of any type shall be awarded by the State or any of its authorities to an employer having 50 or more full-time employees unless the employer has established a dependent care assistance program ("DCAP") or cafeteria plan whose benefits include a DCAP. As alternatives to a cafeteria plan whose benefits include a DCAP, an employer may offer is employee's childcare tuition assistance or on-site or near-site subsidized childcare placements. In fulfilling its mandate to develop minimum standards for childcare tuition assistance and on-site or near-site subsidized Childcare placements; the Office for Children has developed 102 CMR 12.00.

12.02: Definitions

As used in 102 CMR 12.00, the following words shall have the following meaning unless the context otherwise requires:

Award. The notification to an employer of the State's decision to enter into a contract with said employer for the procurement of goods or services.

Child. A child of the employee under age 13 for whom the employee is entitled to claim an exemption on his or her federal income tax return: a dependent 13 years of age through 21 years of age inclusive for whom the employee is entitled to claim an exemption on his or her federal income tax return who is physically incapable of caring for himself or herself, and who regularly spends at least eight hours each day in the employee's household; or a child of the employee who is not a dependent but who regularly is in the employee's legal or physical custody for at least six months of the year.

Contract. A legally binding and enforceable written agreement to provide goods or services in consideration of compensation to be paid by the State. For the purposes 102 CMR 12.00, the term "Contract" shall not refer to:

- (a) grants-in-aid;
- (b) Provider Participation Agreements issued under the State's Medical Assistance (Medicaid) Program;
- (c) amendments, renewals, and extensions of contracts, as defined by applicable statutes and procurement regulations awarded, prior to July 1, 1992;
- (d) procurement of goods or services pursuant to 802 CMR 2.28 (PD); or
- (e) procurement in which funds are earmarked by law for a specifically identified contractor or class of contractors.

Exempt Employer. Any employer who certifies that it employs fewer than 50 full-time (35 hours per week) employees on the date of the award of the contract.

Legal Childcare. Care and supervision of infants and children licensed pursuant to M.G.L. c. 39A or otherwise permitted by applicable law, arranged for the purpose of allowing the employee to be gainfully employed. Examples of such care and supervision include the following: in-home care providers, au pair services, care by relatives, homemaker services, family day care homes, group day care homes, day care centers, preschool programs, nursery schools, private kindergartens, before and after-school programs, temporary shelter care programs and programs which offer night care, and summer day camps for children.

Near-site. The childcare facility is within three miles or 15 minutes travel time, whichever is less.

On-site. On the premises.

Placement. A reserved slot at a legal childcare facility that meets the needs of the child(ren) of the employees.

Qualified Employer. An employer which certifies that it has established a dependent care assistance program which may be a cafeteria plan whose benefits include a dependent care assistance program, or Childcare tuition assistance, or on-site or near-site subsidized Childcare placements to its employees.

Qualifying Individual. A child of the employee under age 13 for whom the employee is entitled to claim an exemption on his or her federal income tax return; a dependent for whom the employee is entitled to claim an exemption on his or her federal income tax return who is physically or mentally incapable of caring for himself or herself, and who regularly spends at least eight hours each day in the employee's household; the employee's spouse who is physically or mentally incapable of self-care and who regularly spends at least eight hours each day in the employee's household; or a child of the employee who is not a dependent but who regularly is in the employee's legal or physical custody for at least six months of the year.

Secretary. The Secretary of the State's Executive Office for Administration and Finance or his or her designee.

State. The Commonwealth of Massachusetts and any authority established as a public instrumentality of the Commonwealth of Massachusetts.

Subsidized Childcare. Childcare provided by an employer or another at less than the actual charge for childcare at that particular Childcare facility.

Tuition Assistance. Monetary assistance by an employer to or on behalf of employees toward the cost of providing Childcare. Such assistance may include vouchers, cash assistance, or reimbursement.

12.03: General Rules

(1) General Rule. Except as provided in 102 CMR 12.03(2), the State shall not make an award of any Contract to an employer unless said employer is a Qualified or Exempt Employer.

(2) Special Emergency. Notwithstanding the provisions of 102 CMR 12.03(1), the State may make an Award of a Contract to an employer which is neither Qualified nor Exempt upon certification by the procuring governmental unit and the Secretary that:

(a) failure to award a contract to the particular employer would pose a substantial threat to the life, health, safety, or welfare of persons or the protection of property;

(b) there is only one employer which, by virtue of unique capabilities or circumstances, proprietary technology, exclusive copyrights, patents or licenses, monopoly status (including all cases in which the contractor is a public department or utility), is qualified to deliver the goods or perform the services specifically required and failure to deliver the goods or perform the services specifically required would involve the health or safety of the people or their property; or

(c) requiring compliance with 102 CMR 12.03 would violate federal law, contravene the orders of a court of competent jurisdiction or cause the loss of federal funds.

(3) Discrimination. Contributions or benefits provided pursuant to 102 CMR 12.04 shall not discriminate in favor of employees who are officers, owners, or highly compensated, or their dependents consistent with Internal Revenue Code Section 129. Discrimination will result in possible adverse action on the contract or a refusal to enter into a contract.

12.04: Minimum Standards

(1) Dependent care assistance program. A qualified employer which offers its employees a dependent care assistance program shall meet the requirements of Sections 125 or 129 of the Federal Internal Revenue Code of 1986 or any successor section, as amended and in effect for the taxable year.

(2) Minimum standard applicable to tuition assistance and on-site or near-site subsidized childcare placements. A qualified employer which chooses to offer to its employees either tuition assistance or on-site or near-site subsidized Childcare placements shall contribute in cash or in kind a minimum amount equal at least .25% of the employer's annual gross payroll. For the purposes of 102 CMR 12.04(2), employee is defined as any person who is regularly scheduled to work for an employer for at least 17-1/2 hours per week.

REGULATORY AUTHORITY

St. 1990. c. 521. s. 7.: St. 1991. c. 329

LOBBYING

31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]

- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

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

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 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the

Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

SOUTHEASTERN REGIONAL TRANSIT AUTHORITY

UNDOCUMENTED WORKERS

By signing this certification the Contractor certifies under the pains and penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of the contract resulting from this solicitation; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to such contract without engaging in unlawful discrimination; and that the Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such workers. The contractor understands and agrees that breach of any of these terms during the period of the contract may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

Submitted by: _____
Name of Contractor

By: _____
Authorized Signature Title

Print Name: _____

Date: _____

PROPOSAL SHEET

Removal, disposal and replacement of tarred surface (bus yard)
65 Potomska Street, New Bedford, MA
IFB SRTA 2012-003

TO Erik B. Rousseau, Administrator
Southeastern Regional Transit Authority
700 Pleasant St. Suites 103
New Bedford, MA. 02740

The undersigned hereby offers and agrees to furnish the services as listed in the specifications and information to bidders on file at the office of the Administrator of SRTA at 700 Pleasant Street Suite 103, New Bedford, Massachusetts, copies of which are attached here to.

SERVICES TO BE PERFORMED

The undersigned hereby offers and agrees to furnish the services as listed below in accordance with the specifications and information to bidders on file at the office of Administrator of SRTA at 700 Pleasant Street Suite 103, copies of which are attached hereto.

DESCRIPTION OF SERVICE:

**REMOVAL, DISPOSAL AND REPLACEMENT OF
TARRED SURFACE (Bus Yard)
65 Potomska Street, New Bedford, MA**

IFB SRTA 2012-03

Bid Price: \$ _____

Do you have the ability to provide a performance bond if requested? (Check one)
 YES NO

The undersigned understands and agrees that if the within proposal is made conditional in any way, or is then an unequivocal offer to furnish, SRTA may regard the same as unresponsive if it is in its sole discretion it deems it in the best interest to do so.

The undersigned further agrees to supply any evidence or certificate of its existence, good standing or authorization to make this proposal or enter into any contract resulting therefrom and reasonably requested by SRTA and that its failure to supply the same shall render this proposal unresponsive.

Name of Firm

Address

Authorized Signature

Printed Name and Title

Date