WEST TEXAS OPPORTUNITIES, INC.

Request for Proposal for Parking Lot Resurface
Lamesa, Texas

Inquiries and proposals should be directed to:

Karen Faulkner
Transportation Director
West Texas Opportunities, Inc.
603 North 4th Street
PO Box 1308
Lamesa, Texas 79331
(806)870-9077

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I. PURPOSE AND BACKGROUND INFORMATION

A. Purpose

West Texas Opportunities, Inc. (WTO) is soliciting proposals from qualified firms for resealing of asphalt paving in three (3) parking areas; and for demo and replacement of concrete in two (2) parking areas, including sidewalks; and for removal of pea gravel followed by concrete paving of one (1) parking lot.

Projects described in detail in Section II.A.

B. Authority

West Texas Opportunities is a private, non-profit, 501(c)(3), Community Action Agency with the mission to ease the limitations of poverty by investing in families to improve their quality of life. The organization provides public transportation, medical transportation, comprehensive social service programs, Head Start programs and other Federal, state and local programs. WTO's service area includes 25 counties located in the South Plains, Permian Basin and Big Bend regions of Texas. The WTO administrative office is located in Lamesa, Texas.

C. Description of Project

- Resealing the asphalt paving on west side of building at 603 N. 4th Street, Lamesa, TX 79331.
- Resealing the asphalt paving on south side of building at 603 N. 4th Street, Lamesa, TX 79331.
- Resealing the asphalt paving in the fenced parking area to the southwest behind the building at 603 N. 4th Street, Lamesa, TX 79331.
- Demo and replacement of concrete parking spaces and sidewalks on the north side of the building at 603 N. 4th Street, Lamesa, TX 79331; to include wheelchair ramps, restriping and handicap parking designations in compliance with ADA requirements.
- Demo and replacement of concrete parking spaces and sidewalks on the east side of the building at 603 N. 4th Street, Lamesa, TX 79331; to include wheelchair ramps, restriping and handicap parking designations in compliance with ADA requirements.
- Removal of existing pea gravel and replacement with concrete in the lot adjacent south of the Transportation Annex at 409 N. Houston.
  For detailed specifications see Section II.A.

D. Location

603 N. 4th Street, Lamesa, TX 79331 and 409 N. Houston, Lamesa, TX 79331. Work and materials will require warranty.

II. GENERAL INFORMATION

The RFP will be released **April 6, 2021**. RFP packets may be requested by calling 806-872-8354, Monday through Friday, 8:00 am to 5:00 pm or by emailing k.faulkner@gowto.org. Responders may also access the RFP documents on our website at www.gowto.org. **A pre-proposal conference and site visit will be held on Tuesday, April 13, 2021 at 2:00 PM Central Time at 603 N. 4th Street, Lamesa, Texas.** Questions will be considered at any time prior to, or during, the conference. Subsequent to the conference, an amendment to the RFP containing all questions and answers will be posted on the website at www.gowto.org, and will also be emailed to those offerors for whom WTO has an email address.

All questions regarding this RFP should be directed to:

Karen Faulkner, Transportation Director
k.faulkner@gowto.org

Should a bidder find, during examination of the Request for Proposals, any ambiguities, omissions or conflicts, or should bidder be in doubt as to their meaning, bidder shall at once bring the questions to the attention of the contact person for answer and interpretation. Questions regarding this RFP must be in writing and submitted on or before April 13, 2021. Questions asked during the pre-bid conference should be provided to WTO in written form following the conference, and no later than 11:30 PM Central Time on April 13, 2021. No questions will be accepted after this date. All questions and answers will be sent by email to potential responders that have provided their name and contact information, including their email address.

Responses will only be provided to questions or inquiries requesting general information about this RFP or the content of this RFP. No technical assistance will be provided.

WTO staff or Board members may not help a responder either by providing information, answering questions, or assisting with writing the proposal through personal contact, by phone, by text, by email, by fax, or any other method of contact. ***WTO is not responsible for the accuracy of information obtained from sources other than the authorized contact person for this procurement. Communication with any WTO staff person or WTO Board member other than the WTO contact person for this RFP is prohibited unless prior approval is obtained by the WTO contact person. Failure to follow this provision will result in the disqualification of the proposal.***

A. Specifications/Requirements

Asphalt Seal Coat

603 N. 4th Street – Lamesa

"D" on diagram: West side parking lot, 7,065 sq. ft. asphalt seal coating
"E" on diagram: South side parking lot, 5,500 sq. ft. asphalt seal coating
"F" on diagram: Southwest of building, in fenced lot: 5,532 sq. ft. asphalt seal coating in fenced area

Preparation: Prior to placing the sealing mixture, unsatisfactory areas shall be repaired and the surface of the pavement shall be clean and free from any vegetation, dust, dirt or other loose, foreign matter, grease, oil or any type of objectionable surface film. The pavement shall be swept either by hand brooms or power sweepers.
Seal Coating: All seal coating to be with a coal tar sealer applied according to the manufacturer's specifications. Include the manufacturer's specifications with your bid.

Concrete Paving

603 N. 4th Street – Lamesa

"A" on diagram: North side parking spaces and sidewalk, demo and replace 5,700 sq. ft. concrete including parking spaces and sidewalks. Finished surface shall be 6" commercial grade concrete with rebar.

"B" on diagram: East side parking spaces and sidewalk, demo and replace 3,454 sq. ft. concrete including parking spaces and sidewalks. Finished surface shall be 6" commercial grade concrete with rebar.

409 N. Houston – Lamesa

"C" on diagram: Fenced parking area south of Transportation Annex, 5,200 sq. ft. removal of pea gravel, to be replaced with concrete paving. Finished surface shall be 6" commercial grade concrete with rebar.

Contractor shall describe site preparation process. No materials from the demolition project are proposed for reuse by WTO. The contractor shall take ownership of all scrap/salvage materials and be permitted to recycle and reuse the items as desired at the contractor's risk.

Contractor shall:

- include cost of all materials in bid
- place cones or other barriers to protect the worksite during each step of the process
- perform work according to the adopted building codes of the City of Lamesa
- obtain all required permits
- notify all utility companies, public and private, in advance of beginning the work
- verify the location of all utilities prior to the start of construction
- be responsible for preservation of existing utility installation and the cause of providing precautionary support, braces, etc. to insure against damage to existing utility installation
- bear the cost to repair and replace any new or existing utilities damaged in the course of the work
- provide an estimated project schedule to complete the described scope of work

Final Cleanup:
Before final acceptance of the work to be performed, the contractor shall restore the job site to its original condition or better, and shall repair or replace all private and public property damaged,

moved, or otherwise displaced in the construction work. No additional compensation will be allowed for this work and any cost involved shall be considered incidental to the contract. If a dispute arises between the contractor and any subcontractors as to their responsibility for cleaning up as required, the owner may clean up and charge the cost thereof to the contractor.

All specifications should be field verified by the offeror. Bid shall include individual/itemized pricing for each area described.

B. Contractor Required Qualifications

- Contractor must have at least 5 years' experience in concrete and paving work, including bidding, budget planning, navigating permit process, scheduling and managing subcontractors, compliance with building and safety codes, working with clients, good overall knowledge of construction, safety and risk control management.
- This project involves work near the public right of way. Proposals for subcontracted work can only be accepted from contractors licensed, bonded and insured to work in the State of Texas.
- Contractor must provide proof of General Liability Insurance in the amount of $1,000,000 and Proof of Workers Compensation Insurance prior to beginning any work.
- Contractor must have the financial ability to complete job, submit an invoice and wait up to 30 days for all payments.

C. Proposal

The proposal must contain the following documents:

- RFP Proposal (Attachment A)
- DBE Certification (If Applicable)
- Signed Acknowledgement of Federal Clauses
- Signed Certification and Restrictions on Lobbying
- Other Relevant Information

D. Submission Instructions

This Request for Proposals does not commit WTO to enter into a contract, to pay any cost incurred in the preparation of a response to this request, or for any costs incurred prior to the execution of a contract. WTO reserves the right to accept or reject any or all proposals, submitted as a result of this request and to negotiate with all qualified sources if it is in the best interest of WTO to do so.

- One original (electronic copy or paper original) of the completed proposal must be submitted. Responses should be prepared using the forms provided and presented in a clear and concise manner and submitted in the order as prescribed above. Proposals not submitted as required will be considered non-responsive.
- Proposals may be emailed, mailed or delivered by a delivery service, such a UPS or FedEx. While not required, responders are encouraged to use a traceable delivery method. It is the sole responsibility of the responder to verify delivery.

- The responder is solely responsible for ensuring that their proposal is physically received by WTO by the submission date and time. WTO is not responsible for any errors or failures on the part of the U.S. Postal Service or other guaranteed express carrier regarding the timely delivery of a proposal. Late proposals will not be accepted.

  Email: k.faulkner@gowto.org

  Delivery Service: Karen Faulkner
  West Texas Opportunities, Inc.
  603 N. 4th Street
  Lamesa, Texas 79331

  US Postal Service: Karen Faulkner
  West Texas Opportunities, Inc.
  PO Box 1308
  Lamesa, Texas 79331

- Faxed proposals will not be accepted, will be considered non-responsive, and will not be reviewed.
- All proposals must be received no later than **Thursday, April 22, 2021 at 4:00 PM Central Time.** Proposals received by WTO after this date and time will be considered non-responsive and will not be reviewed.
- Proposals not containing all the required information/documents will be considered non-responsive and will not be reviewed.
- Proposals may be withdrawn at any time prior to the due date by notifying WTO's contact person in writing. A proposal may be modified prior to the due date by submitting an amended proposal to the contact person before the due date and time.

E. Evaluation Criteria and Scoring

Proposals will be reviewed and scored by individuals on the bid evaluation committee. Bids will be scored according the following criteria:

- Experience and Qualifications – 40 points
  - Years in business
  - Experience as a paving contractor (include experience with similar specifications)
  - Contact information for three companies for which you have completed similar work.
- Reasonableness of Cost – 50 points
  - Proposed pricing is consistent with current market prices.
  - Overall price for complete job
- Disadvantaged Business Entity Certification – 10 points
  - Must provide current certification to receive points

III. GOVERNING PROVISIONS AND LIMITATIONS

The only purpose of this Request for Proposal (RFP) is to ensure uniform information in the solicitation of proposals and procurement of services. This RFP is not to be construed as a purchase agreement or contract or as a commitment of any kind; nor does it commit WTO to pay for costs incurred prior to the execution of a formal contract unless such costs are specifically authorized in writing by WTO.

A response to this RFP does not commit WTO to pay any costs incurred in the preparation of such response.

WTO reserves the right to accept or reject any proposals received, to cancel or reissue this RFP in part or its entirety.

WTO reserves the right to negotiate the final terms of all contracts or agreements that may be initiated for this RFP.

Misrepresentation of the responder's ability to perform as stated in the information provided may result in cancelation of any contract or agreement awarded.

Responders shall not, under penalty of law, offer or provide any gratuities, favors, or anything of monetary value to any officer, member, employee or agent of WTO for the purpose of having an influencing effect toward their own proposal or any other proposal submitted hereunder.

No employee, officer, member, or agent of WTO shall participate in the selection, award of administration of a contract if a conflict of interest, or potential conflict would be involved.

Responders shall not engage in any activity that will restrict or eliminate competition. Violation of this provision may cause a responder's proposal to be rejected. This does not preclude joint ventures or subcontracts.

Any responder may withdraw information either in person or by written request by a duly authorized representative at any time prior to the scheduled closing time for receipt of proposals.

Solicitation and selection of proposals must conform to relevant state and federal laws and regulations and local policies governing the procurement of supplies, equipment and services. Responders are responsible for familiarizing themselves with these laws and regulations.

All proposals and their accompanying attachments become the property of WTO upon submission. Materials submitted will not be returned. Any material that is to be considered as confidential in nature must be clearly marked as such. All proposals are subject to the Texas Public Information act.

This is a negotiated procurement utilizing the Request for Proposal method and as such, award does not have to be made to the responder submitting the lowest price proposal, but rather the responder submitting the most responsive proposal satisfying WTO's requirements.

Proposals must be manually signed by a person having the authority to bind the organization in a contract.

Funding for goods or services requested in this RFP is contingent upon WTO's actual receipt and availability of funds from the Texas Department of Transportation.

Bid Protest Procedures

WTO procurement procedures will strive to provide a means which allows both parties to remedy a disagreement related to the terms of the contract and/or either party's contractual obligation.

A Protest must be filed within three working days of the initial knowledge of the fact being protested. A request for reconsideration must be filed within three working days of receipt of the answer to the protest. A working day is defined as one working period not to include weekends, national holidays or declared natural emergencies. WTO will provide an initial response within ten working days of receipt of the protest or request for reconsideration. A final report will be made within 20 working days of receipt of the protest or request for reconsideration.

The protest must contain the name and address of the protester (corporate or individual). The solicitation or contract number or a description of the invitations to bid, and a statement of grounds on which a protest is made. Please include individual to be contacted and a telephone number in case clarification of the protest is needed.

WTO will respond in detail to each substantive allegation raised in the protest. The protest will be reviewed by a committee consisting of the Board President, Board Secretary and Executive Director. This committee will make the final decision on any protest filed with the Corporation. All determinations are considered final three working days after a protester's receipt of our final report, usually not longer than 30 working days after protest is filed.

Only when life is at risk will a procurement be made when a protest is pending. Under no conditions will an award be made prior to the resolution of a protest, nor will we open bids if a protest is filed before bid opening. All potential vendors will be informed if a protest is filed prior to award of a bid.

A request for reconsideration will be granted only when a protester acquires data not previously known or available, or there has been an error of law or state bidding regulations.

IV. REQUIRED GOVERNMENT CLAUSES

A. No Government Obligation to Third Parties

1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or

liabilities to the recipient, the 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 the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provision.

B. False or Fraudulent Statements of Claims

1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.
2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties, of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.
3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The Clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

C. Access to Records and Reports

1) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
2) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of not less three (3) 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, records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

3) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

D. Federal Changes

1) Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the recipient and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

E. Civil Rights

West Texas Opportunities, Inc. is an Equal Opportunity Employer. As such, WTO agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, WTO agrees to comply with the requirements of 49 U.S.C. § 5323(h)(3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this agreement, the Contractor shall at all times comply with the following requirement and shall include these requirements in each subcontract entered into as part thereof.

1) Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against an employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2) Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., 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. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note. 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, religion, national origin, or sex. (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following employment, promotion, 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
3) Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health And Human Services

regulations, “Nondiscrimination on the Basis of Age in Programs or activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, 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.

4) Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

F. Disadvantaged Business Enterprises (DBE)

1) DBE Participation. For the purpose of this Contract, WTO will accept only DBE’s who are:
    a. Certified, at the time of bid opening or proposal evaluation, By the [certifying agency or the Unified Certification Program (UCP)]; or
    b. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
    c. Certified by another agency approved by WTO.
2) If submitted proposals include submissions by a DBE, WTO will request additional information from that proposer and bids will not be awarded until additional documentation is reviewed in order to make a determination in awarding the additional DBE points.

G. Incorporation of Federal Transit Administration (FTA) Terms

1) The preceding provision include, in part certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

H. Termination

1) Termination for Convenience. WTO may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in WTO’s best interest. 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 WTO to be paid. If the Contractor has any property in its possession belonging to WTO, the Contactor will account for the same, and dispose of it in the manner WTO directs.

2) Termination for Default (Breach or Cause). 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 contact, or if the Contractor fails to comply with any other provisions of the contract, WTO may terminate this contract for default. Termination shall be affected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

3) Opportunity to Cure. WTO, 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 in which cure is permitted and other appropriate conditions.

   If Contractor fails to remedy to WTO's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within 10 days after receipt by Contractor of written notice from WTO setting forth the nature of said breach or default, WTO shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude WTO from also pursuing all available remedies against Contractor and its sureties for said breach or default.

4) Waiver of Remedies for any Breach. In the event that WTO elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by WTO shall not limit WTO's remedies for any succeeding breach of that or of any other covenant, term, or condition of the contract.

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

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

I. Debarment, Suspension, Ineligibility and Voluntary Exclusion

1) The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:
    a. Debarred from participation in any federally assisted Award;
    b. Suspended from participation in any federally assisted Award;
    c. Proposed for debarment from participation in any federally assisted Award;
    d. Declared ineligible to participate in any federally assisted Award;
    e. Voluntarily excluded from participation in ay federally assisted Award; or
    f. Disqualified from participation in any federally assisted Award.

    By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

    The certification in this clause is a material representation of fact relied upon by WTO. If it is later determined by WTO that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to WTO, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. Lobbying

The Contractor must certify, 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 certifier, 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 influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a

Member of Congress in connection with 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.

3) The certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of the certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Ay 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.

K. Davis Bacon Prevailing Wage and Copeland Anti-Kickback

1) For all prime construction, alteration or repair contracts in excess of $2,000 awarded by FTA, the Contactor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." The Davis Bacon Act requires contractor to submit certified payrolls on a weekly basis. In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

L. Contract Work Hours and Safety Standards

1) For all contracts in excess of $100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, The Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies

or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

2) In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contractor for the District of Columbia or a territory, to such District or to such territory), 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 this clause 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 this clause.
3) The FTA 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 this section.
4) The Contactor 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 agreement.

M. Contract Work Hours and Safety Standards for Awards Not Involving Construction

1) The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standard Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. part 5.
2) The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
3) Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.
4) The Contractor shall require the inclusion of this language of this clause within subcontracts of all tiers.

ATTACHMENT A – PROPOSAL

Name of Company/Organization	
Mailing Address	
Authorized Representative or Contact	
Telephone Number	
Email Address	
Fax Number	
Federal Tax ID Number	
DBE	Yes ☐ No ☐
Type of Organization	☐ Corporation ☐ Partnership ☐ Sole Ownership ☐ Other (Describe)
Name and Title of Authorized Signatory	
Price for 603 N. 4th Street - Lamesa West side parking lot: 7065 sq. ft. seal coat ("D" on diagram)	
Price for 603 N. 4th Street - Lamesa South side parking lot 5500 sq. ft. seal coat ("E" on diagram)	

Price for 603 N. 4th Street - Lamesa Southwest (fenced) parking lot 5532 sq. ft. seal coat ("F" on diagram)	
Price for 603 N. 4th St., Lamesa - North side parking spaces and sidewalk demo and replace 5700 sq. ft. concrete ("A" on diagram)	
Price for 603 N. 4th St., Lamesa - East side parking spaces and sidewalk demo and replace 3,454 sq. ft. concrete ("B" on diagram)	
409 N. Houston, Lamesa Fenced parking area south of Transportation Annex: 5200 sq. ft. removal of pea gravel and replace with concrete paving ("C" on diagram)	
Years of Materials Warranty	
Years of Workmanship Warranty	
Describe any Project Details requiring clarification	
Years in Business	
Please List Three Companies for Which You Have Completed Jobs Similar in Scope to This One	
Reference #1	
Reference #2	
Reference #3	

1) Describe or Attach any additional relevant information.

CERTIFICATIONS

1. The individual signing certifies that he/she is authorized to contract on behalf of the bidder.

2. The individual signing certifies that the bidder is not involved in any agreement to pay money or other consideration for the execution of this agreement, other than to an employee of the bidder.

3. The individual signing certifies that the process in this proposal has been arrived at independently, without consultation, communication, or agreement, other than to an employee of the bidder.

4. The individual signing certifies that the prices quoted in this proposal have not been knowingly disclosed by the offeror prior to an award to any other bidder or potential bidder.

5. The individual signing certifies that there has been no attempt by the bidder to discourage any potential offeror.

6. Individual signing certifies that he/she has read and understands all of the information in this Request for Proposal.

7. Individual signing certifies that he/she has read, understands and agrees to comply with all of the **Required Government Clauses** including:
    a. No Government Obligation to Third Parties
    b. False or Fraudulent Statements of Claims
    c. Access to Records and Reports
    d. Federal Changes
    e. Civil Rights
    f. Disadvantaged Business Enterprises
    g. Incorporation of Federal Transit Administration (FTP) Terms
    h. Termination
    i. Debarment, Suspension, Ineligibility and Voluntary Exclusion
    j. Lobbying
    k. Davis-Bacon, Prevailing Wage and Copeland Anti-Kickback (includes requirement for submission of weekly certified payrolls)
    l. Contract Work Hours and Safety Standards

Dated this _____ day of _____, 20__

_____

Offeror's/Firm Name

_____

Authorized Signature

_____

Printed Name and Title

V. Consolidated Certification Form (PTN-130)

CONSOLIDATED CERTIFICATION FORM

Texas Department of Transportation

The following 13 pages (Form PTN-130) will be included in the contract for the vendor to whom this project is awarded. Federal Transit Administration funds will finance the project, and therefore the vendor must certify that they will comply with the clauses included here. West Texas Opportunities, Inc. will assist in finding answers to your questions regarding these certifications. Please submit these questions in the same manner and timeframe as described on page 4 of this Request for Proposals.

-- CONTINUED NEXT PAGE --

I. GENERAL:

The undersigned vendor certifies to abide by these clauses and include the following clauses in each subcontract financed in whole or in part with Federal Transit Administration (FTA) funds. Vendors are certifying by reference the entire list of FTA's current fiscal year Certifications and Assurances (for fiscal year: **Choose:**), and shall download the same at: https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances

A. Access to Third Party Contract Records (ALL)
As required by 49 U.S.C. § 5325(g). The VENDOR agrees provide sufficient access to records as needed to assure proper project management and compliance with Federal laws and regulations.

B. Interest of Members of or Delegates to Congress (ALL)
The vendor certifies that no member of or delegate to the Congress of the United States (US) shall be admitted to any share or part of this contract or to any benefit arising therefrom.

C. Prohibited Interest (ALL)
The vendor certifies that no member, officer or employee of the Public Body or of a local public body during his or her tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

D. Cargo Preference - Use of United States-Flag Vessels (property transported on ocean vessels)
The vendor agrees: a. to use privately owned US -Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the US or within 30 working days following the date of loading for shipments originating outside the US, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading).

E. Energy Conservation (ALL)
The vendor 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.

F. No Obligation by the Federal Government. (ALL)
The Purchaser and vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract).

G. Program Fraud and False or Fraudulent Statements or Related Acts (ALL)
The vendor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S. C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. The vendor certifies truthfulness and accuracy of any statement it makes pertaining to the FTA-assisted project. The vendor acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 as deemed appropriate. The vendor acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement submission, or certification to the Federal Government relating to the FTA-assisted project, per 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the Contractor, as deemed appropriate.

H. Contract Work Hours (all over 100K)
(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 & any subcontractor responsible therefore shall be liable for unpaid wages and shall be liable to the United States for liquidated damages which shall be computed for each individual laborer, mechanic, watchman or guard employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day that an individual was required / permitted to work over 40 hours in a workweek without payment of overtime wages required by the clause in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The purchaser shall upon its own action or upon written request of the Department of Labor (DOL) withhold or cause to be withheld, from any money payable for work performed by the contractor or subcontractor under any contract or 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 to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as set-forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall include the clauses set forth in this section and require the same from 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 these clauses.

(5) **Payrolls and basic records** - Payrolls and related basic records shall be maintained by the contractor during the course of the work and preserved for three years thereafter for all laborers and mechanics working at the work site (or under the United States Housing Act of 1937 or 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 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 showing that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and records of the costs anticipated or actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of registration of apprenticeship programs, certification of trainee programs, registration of the apprentices and trainees, and ratios & wage rates prescribed in applicable programs.

I. Civil Rights (over 10K)

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act (CRA), 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 vendor 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 vendor 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:
(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VI of the CRA, as amended, 42 U.S.C. §2000e, and Federal transit laws at 49 U.S.C. §5332, the vendor agrees to comply with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, DOL," 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 vendor agrees to take affirmative action to ensure that applicants are employed & treated during employment without regard to their race, color, creed, national origin, sex or age. Action shall include but not be limited to employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The vendor 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 (29 U.S.C. §§623 and 49 U.S.C. §5332), the vendor agrees to refrain from discrimination against present and prospective employees for reason of age. and comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act (42 U.S.C. §12112), the contractor agrees to 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. and to comply with any implementing requirements FTA may issue.

J. Incorporation of Federal Transit Administration (FTA) Terms (ALL)

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any transit agency requests which would cause the transit agency to violate FTA terms and conditions.

K. Application of Federal, State, & Local Laws, Regulations, & Directives (Federal Changes) (ALL)

The VENDOR agrees that Federal laws and regulations control project award and implementation. The VENDOR understands and agrees that unless the recipient requests FTA approval in writing, the VENDOR may incur a violation of Federal laws or regulations or this agreement if it implements an alternative procedure or course of action not approved by FTA. The VENDOR understands and agrees that Federal laws, regulations, and directives applicable on the date on which Federal assistance is awarded may be modified from time to time. In particular, new Federal laws, regulations, and directives may become effective after the date the project agreement is effective, and might apply to that project agreement. The VENDOR agrees that the most recent versions of such Federal laws, regulations, and directives will apply to the administration of the project at any particular time.

L. Right of the State Government to Terminate (ALL)

Upon written notice, the VENDOR agrees that the State Government may suspend or terminate all or any part of State assistance if terms of the project agreement are violated, if the State Government determines that the purposes of the laws authorizing the Project would not be adequately served by the continuation of State assistance for the Project., if reasonable progress on the Project is not made, if there is a violation of the project agreement that endangers substantial performance of the Project, or if the State Government determines that State assistance has been willfully misused by failing to make appropriate use of Project property. Termination of State assistance for the Project will not typically invalidate obligations properly incurred before the termination date to the extent those obligations cannot be canceled. The State Government reserves the right to require the refund of the entire amount of State assistance provided for the Project or a lesser amount.

M. Disputes, Breaches, Defaults, or Other Litigation (over 150K)

The VENDOR agrees that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

a. **Notification to FTA.** The VENDOR is aware that recipients of Federal assistance must notify FTA in writing of any current or prospective major dispute, breach, default, or litigation that may affect the Federal Government's interests in the Project or the administration or enforcement of Federal laws or regulations. If the Federal Government is to be named as a party to litigation for any reason, in any forum, the appropriate FTA Regional Counsel is to be notified in writing before doing so.

b. **Federal Interest in Recovery**. The VENDOR is aware that the Federal Government retains the right to a proportionate share, based on the percentage of the Federal share awarded for the Project, of proceeds derived from any third party recovery.

c. **Enforcement.** The VENDOR agrees to pursue its legal rights and remedies available under any third party contract or available under law or regulations.

d. **FTA Concurrence.** The VENDOR is aware that FTA reserves the right to concur in any compromise or settlement of any claim involving the Project.

e. **Alternative Dispute Resolution.** The VENDOR is aware that FTA encourages the use of alternative dispute resolution procedures, as may be appropriate.

f. **Agency Process.**

Transit agency enters dispute resolution process here.

N. Fly America (foreign air transport or travel)
The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

O. Recycled Products (all products)
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 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR 247.

P. Access for Individuals with Disabilities (ALL)
The VENDOR agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The VENDOR also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S. C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the VENDOR agrees to comply with applicable implementing Federal regulations any later amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing. Among those regulations and directives are: (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37; (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27; (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38; (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35; (5) U.S. _DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36; (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19; (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630; (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

Q. Debarment and Suspension (over 25K)
The vendor hereby certifies that it and its principals have not presently or within a three year period been debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal agency; and the vendor hereby certifies that it and its principals have not presently or within a three-year period been convicted of or had a civil judgment rendered against them for the commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state or local) 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.

R. Clean Water & Air (over 150K)
The vendor 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 vendor 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 vendor 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 the FTA and the EPA.

S. Non-Lobbying (over 150K)
The undersigned certifies to the best of his or her knowledge and belief that:
1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence any officer or employee of an agency, a member of Congress, an officer or employee 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 influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with 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.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, USC. 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.

T. Lobbying and Disclosure Certification

Name of Company	Printed Name of Person Completing Form
Date	Signature

U. CERTIFICATION TO PURCHASER:

A. The undersigned vendor certifies that the manufactured good(s) furnished will meet or exceed the specifications, and/or that services rendered will comply with the terms of the solicitation or contract.

B. The undersigned vendor certifies that it has read all of the bid, proposal, or contract documents and agrees to abide by the terms, certifications, and conditions thereof.

Name of Company	Address	
	Printed Name of Person Completing Form	
Telephone	Signature	
Date	SS# or Tax ID #	
Description of Commodity or Service		
Disadvantaged Business Enterprise Information	Type of Organization (circle)	
	☐ Sole Proprietorship	☐ General Proprietorship
Is your firm a DBE? ☐ (yes) ☐ (no)	☐ Corporation	☐ Limited Partnership
If yes, what type?	☐ Limited Proprietorship	

V. Disadvantaged Business Enterprises (DBE) Certification (Transit Vehicle Manufacturer or TVM)

The vendor will provide products compliant with 49 CFR 26.49 regarding the vehicle manufacturer's overall DBE goal.

Name of manufacturer of vehicle(s) to be delivered: _____

W. Disadvantage Business Enterprise (DBE) Race-Neutral Required Clauses (Non-TVM):

The DBE rules set forth in 49 CFR Part 26 apply to all contracts funded in whole or in part with Federal DOT funds. Contracts and subcontracts must contain the clauses listed in 49 CFR 26.13 and 49 CFR 26.29. Sub-recipients with contracts that contain a DBE goal must coordinate with their PTC in order to ensure solicitations and contracts comply with DBE requirements.

49 CFR 26.13 -- What assurances must recipients and contractors make?

Each contract you sign with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor 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 DOT-assisted contracts. 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 the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible."

49 CFR 26.29 -- What Prompt Payment Mechanisms Must Recipients Have?

Grantees must establish a contract clause requiring prime contractors to pay subcontractors for satisfactory performance no later than 30 days from receipt of each payment the grantee makes to the prime contractor. This clause must require the prompt return of retainage payments from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. For more information on these please review *49 CFR 26.29 and* the *FTA Best Practice Procurement Manual*.

X. Altoona Test Certification (for rolling stock purchases) (Check one of the following):

☐ The vehicle has been Altoona tested, report number: _____
☐ The vehicle is exempt from testing IAW 49 CFR 665.
☐ The vehicle is currently being tested at Altoona.

Funds will not be released until the purchasing agency gets a copy of the Altoona test report, as appropriate, per 49 CFR 665.

Y. **Federal Motor Vehicle Safety Standards (FMVSS) Certification (for rolling stock purchases)**

Any vehicles provided by the vendor will comply with all applicable FMVSS. The vendor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

FMVSS Certification

Name of Company	Printed Name of Person Completing Form
Date	Signature

Z. Buy America (Check where applicable): (over $150K rolling stock, construction, materials)

☐ The vendor or offeror hereby certifies it will comply with the requirements of 49 USC 5323(j) and the applicable regulations in 49 CFR 661, providing Buy America compliant manufactured goods or rolling stock.

☐ The vendor or offeror cannot comply with the requirements 49 USC 5323(j), but may qualify for an exception to the requirement pursuant to the regulations in 49 CFR 661.

Buy America Certification

Name of Company	Printed Name of Person Completing Form
Date	Signature

II. SPECIAL PROJECT TYPE PROVISIONS - the following addenda are attached and endorsed as appropriate:

A. Construction or Architectural & Engineering Projects ☒
B. Transit Operations or Management Projects ☐
C. Intelligent Transportation System or Research & Development ☐

Consolidated Certification Form
Addendum A - Construction and A & E Projects

In this form, "recipient" means the transit agency [insert name of transit agency]

I. Davis-Bacon and Copeland Anti-Kickback Acts (construction projects exceeding $2,000)

(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 (including any additional classifications & wage rates conformed under para. (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and subcontractors at the work site in a prominent / accessible place where it can be easily seen by workers.

(ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, 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 therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), 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; and (4) With respect to helpers as defined in 29 CFR 5.2 (n)(4), such a classification prevails in the area in which the work is performed.

(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, U.S. Department of Labor, 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 (a)(1)(ii) (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.

(iii) 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.

(iv) 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.

(v) (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, 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 with 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 (a)(1)(v) (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 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 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 recipient 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 recipient 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 section 5.5(a)(3)(i) of Regulations, 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 section 5.5(a)(3)(i) of Regulations, 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 (a)(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 (a)(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 conform 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.

II. Seismic Safety

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

Davis-Bacon Act, Copeland Anti-Kickback Act, and Seismic Safety Certification

Name of Company	Printed Name of Person Completing Form
Date	Signature

III. Bid Bond Requirements (Construction projects over $100,000)

(a) Bid Security - A Bid Bond must be issued by a fully qualified surety company acceptable to the recipient 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 the recipient 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 the recipient. 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 the recipient, 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 the recipient damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefore. 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 the recipient as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense the recipient for the damages occasioned by default, then the undersigned bidder agrees to indemnify the recipient and pay over to the recipient the difference between the bid security and the recipient's total damages, so as to make the recipient 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 (Construction) 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 recipient determines that a lesser amount would be adequate for the protection of the recipient.

2. The recipient 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 recipient 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 recipient may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction) -
The Contractor may be required to obtain performance and payment bonds when necessary to protect the recipient's interest.

(a) The following situations may warrant a performance bond: 1. (Recipient) property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material). 2. A contractor sells assets to or merges with another concern, and the (Recipient), after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable. 3. Substantial progress payments are made before delivery of end items starts. 4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the recipient determines that a lesser amount would be adequate for the protection of the recipient.

2. The (Recipient) 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 recipient may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.
(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the (Recipient's) interest. (d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows: The penal amount of 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 increased.

Advance Payment Bonding Requirements - The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The recipient shall determine the amount of the advance payment bond necessary to protect the recipient.

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 transit agency shall determine the amount of the patent indemnity to protect the transit agency.

Warranty of the Work and Maintenance Bonds
1. The Contractor warrants to the 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 the 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 [insert name of 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 the recipient and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to the 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 the 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).

Bid Bond Requirements (Construction projects over $100,000) Certification

Name of Company	Printed Name of Person Completing Form
Date	Signature