

INVITATION FOR BID – Re-Bid

For

Renovations/Enhancements to Transit Center
Corner of Laurel and Sumter Streets, Columbia, SC

The Central Midlands Regional Transit Authority (CMRTA) is soliciting bids from qualified individuals, businesses and organizations interested in the provision of construction services, including all labor and materials, for renovations to the Transit Center located on the corner of Laurel and Sumter Street in downtown Columbia, SC.

Bidder Eligibility:

The individual, business and/or organization must be able to meet all the legal requirements for the operation of a Contractor Service in the state of South Carolina. CMRTA is committed to making potential contract opportunities available and to doing business with Disadvantaged Business Enterprises (DBE's). It is the CONTRACTORS responsibility to obtain all the necessary permits, licenses, ect. to meet local, state, and federal regulations and properly satisfy all the applicable building codes and regulations in undertaking this project under contract to the CMRTA.

Request for Additional Information

All inquiries regarding clarification of specifications and work to be completed shall be made in writing and directed to Missy Seger by email at missy@gocmrta.com or by fax to 803-255-7113. Written questions must be received by 12:00 Noon, local time on Wednesday, August 4, 2010, and must include a fax number and/or email address so that clarifications can be sent out to all known interested vendors by 4:00 PM, local time on Thursday, June 27.

Walk Thru of Facility:

Prospective vendors are encouraged to attend a site visit/walk thru of the Transit Center. The site visit shall be conducted on Tuesday, August 3, 2010 from 10:00 AM – 11:00 AM. The site visit will be held @ the Transit Center, Corner of Sumter and Laurel Street, Columbia, SC. CMRTA/Veolia staff will meet with prospective vendors at or near the Sumter Street automatic doors. Questions regarding the pre-bid site visit of facility should be directed to Missy Seger at 803-255-7133 x 5.

Copies of the Transit Center plans are available at the CMRTA for review between the hours of 9:00 AM and 3:00 PM.

Process for Submission of Bids and Submission Deadline:

Prospective vendors are required to submit an original signature copy and four additional (4) copies of your Bid documents in a sealed envelope, plainly marked on the outside, as shown below:

Renovation/Enhancements to Transit Center
Central Midlands RTA
3613 Lucius Road

Bids may be sent to the CMRTA via the US Postal Service, other package carriers (i.e. FedEx, UPS, etc.) or hand delivered to the address shown above. Faxed or emailed bid responses will not be accepted.

Responses are to be submitted to CMRTA, 3613 Lucius Road, Columbia, SC 29201. **Responses must be received by the CMRTA at or before 12:00 Noon, local time, on Friday, August 13, 2010.** Responses received after the deadline may shall not be considered for contract award.

Proposals must contain all sections in the following order:

1. **Completed bid cover sheet- Attachment 1**
2. **A fully detailed project budget/bid for the provision of all labor and materials required for completing the Renovations described in the Technical Specifications section of this document.**
3. **Cover letter on vendor letterhead, signed by the responsible official in vendor organization certifying full understanding of the work to be performed under the resulting contract, the accuracy of all information in your response and that your bid will remain valid for 45 days from the date submitted.**
4. **Drawings and/or work plans for undertaking this project.**
5. **Project Completion Schedule**
6. **List of 5 (FIVE) recent (April 1, 2009 – March 31, 2010) client references with accurate contact information, including telephone numbers.**
7. **Federal Contracting Requirements shall be signed by an individual authorized to bind the prospective bidder**
8. **Evidence of Disadvantaged Business Enterprise (DBE) certification (if applicable).**
9. **List of Subcontractors to participate in work, their function and cost of their work.**
10. **Documentation of general liability insurance and employee bonding insurance covering the prime-contractor and all subcontractors.**

Invoicing and Documentation of Work Performed:

Back up documentation to support all contractor invoices shall be included with the billing materials.

Proposal Evaluation and Contractor Selection:

Proposal Evaluation and Contractor Selection will be made using the following weighted criteria:

- Experience and Qualifications – Similar Work (30%)
- Project Schedule (10%)
- Total Cost (60%)

Project Budget /Bid:

All prospective vendors shall submit a fully detailed project budget/bid for the provision of all labor and materials required for completing the Renovations described in the Technical Specifications section of this document.

Prospective vendors shall include in their project budget; name of all sub contractors and total amount to each; all materials with total cost for each; total projected man-hours to complete the project; percentage of materials mark-up, overhead rate and amount; and grand total cost.

Prospective vendors shall indicate on their project budget/bid that their price shall remain valid for 45 days from the date of submission to the CMRTA.

Prospective vendors shall sign and date their formal project budget/bid and submit an original signature document.

Project Schedule/Time Of Day for Conduct of Project Work:

Due to the nature of the Transit Centers operations and the importance of its' functionality as relates to the operations of the CMRTA's public bus system , **ALL WORK THAT MAY DISRUPT THE DAY TO DAY OPERATIONS OF THE TRANSIT CENTER SHALL BE CONDUCTED AFTER HOURS, MONDAYS THROUGH SATURDAYS AND ON SUNDAYS.** During the course of the renovation work, the Transit Center operating hours shall be limited to 6:30 AM – 6:00 PM, Monday through Saturday.

It is the desire of the CMRTA to have the renovations completed in the most cost effective and timely manner as possible, therefore, prospective contractors are encouraged to provide the CMRTA with an alternate Project Schedule/ Time of Day for Conduct of Project Work. Any alternate shall be included with the bid response at the time of submission.

The effective "Project start" date shall be the first working day following the date of contract signing by the CMRTA and successful contractor. The projected start date is September 13, 2010. The CMRTA desires that all work be completed within 30 days of the Project Start Date. A final completion date shall be negotiated with the successful contractor prior to contract execution.

A detailed Project Completion Schedule shall be submitted as a part of each prospective vendors bid.

Bid Bond/Insurance

A Performance Bond (100% of the contract price) and a Labor and Material Payment Bond in the amount of 5% of the project cost, issued by a surety company licensed in South Carolina, with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating Guide, Property Liability" which shall show a financial strength rating of at least five (5) times the contract amount. A Performance Bond and a Labor and Material Payment Bond shall be delivered to the CMRTA within seven (7) working days of acceptance of the offer (bid).

Offerors (successful vendors) shall be required to carry the following general liability insurance in the amount specified. Certificates of Insurance coverage must be furnished prior to commencement of work under the contract.

- General Liability Insurance \$2,000,000.00

Technical Specifications/Work to be Performed:

1. All interior walls of the building shall be painted – All wall area shall be painted, from the floor up to 4 feet, Carolina Blue, and from the 4 foot mark upward to the ceiling, shall be painted Egg Shell White. All facility interior walls and ceilings, as appropriate, shall be painted with Commercial-Grade, Semi-Gloss paint. All sections of the exterior wrought iron fencing shall be painted with Black Rustoleum paint or an approved equal, rust preventing paint. All facility doors and door frames shall be repainted in existing colors. The ceilings in both restrooms shall also be painted Egg Shell White
2. All interior lighting ballast and fluorescent bulbs shall be replaced with new energy efficient lighting inside and outside. All existing exterior lighting fixtures shall be replaced with new, energy efficient, weatherproof exterior light fixtures. A dusk-to-dawn type timer shall be installed for operation of all exterior lighting. Six (6) battery powered interior emergency lights shall be installed: 1 inside each restroom; 1 in the lobby/seating area; 1 inside the customer service kiosk; 1 inside the janitorial room; and, 1 inside the office.
3. Two (2) hands-free blowers (hand driers) and two (2) hands-free soap dispensers shall be installed in each restroom. These items shall be commercial grade, heavy duty type dryers and dispensers.
4. A “Hot Water on Demand System” shall be installed with the capacity to provide hot water for hand washing to both restrooms. The contractor shall be responsible for removal and appropriate disposal of the existing hot water heater.
5. New, heavy duty, commercial grade door handles with separate latches shall be installed on each restroom stall door and replacement of new door and door frames on all stalls. One stall in each restroom shall have a key locking handle with a sign that states employees only.
6. All restroom floor tiles shall be cleaned, re-grouted and sealed.
7. All ceiling tiles throughout the building shall be replaced and all ceiling tile grid shall be painted. Replacement ceiling tiles shall be white in color and all ceiling tile grid shall be painted white (in a shade of white to match the actual ceiling tiles).
8. The contractor shall install heavy duty, commercial grade (similar to that used in incarceration facilities), metal toilet paper holders in all restroom stalls.
9. The contractor shall replace existing roof exhaust fans with heavy duty, high capacity roof/ceiling exhaust fans in each restroom. All exhaust fans shall be vented outside the building and shall be set up to operate with a 7-day programmable timer.
10. Two (2) water fountains shall be replaced with commercial grade, heavy duty water fountains.
11. One-way mirror film shall be installed on the restroom side window of the customer service kiosk.
12. All HVAC duct work throughout the facility shall be thoroughly cleaned and resealed.
13. Three (3) sets of automatic doors shall be inspected and all worn parts shall be replaced, so as to restore doors to “as new” operating condition.

14. Three (3) sets of automatic doors, two (2) exterior mechanical access doors, and one (1) interior office door shall be re-keyed to one master key.
15. All interior seating shall be removed and replaced with Mobiliario Roma Model Seats in green, or an alternative which must be approved by the CMRTA.
16. Remove and install new tile in the lobby and office area with Verde Algahero CD07 by Daltile or alternative which must be approved by the CMRTA.

Right to Reject or Negotiate:

CMRTA reserves the right to reject any or all bids if such a rejection is in the Authority's best interest. This request is a solicitation for offers and is not to be construed as an offer, guarantee or a promise that the solicited services will be purchased by the CMRTA. The CMRTA may withdraw this Solicitation Request at any time and for any reason without liability to applicants for damages including, but not limited to, bid preparation costs.

Additionally, the CMRTA reserves the right to negotiate with the apparently successful bidder and may request more information or modification from a respondent.

Protests:

All protests must be submitted in writing to the CMRTA P.O. Box 214, Columbia, SC 29202 within 10 calendar days of the CMRTA's Notice of Intent to Award. The outside of the envelope (package) must be clearly marked to indicate protest is enclosed as follows: Procurement Protest Enclosed.

Independent Price Determination:

The Bidder guarantees that in connection with this proposal the prices and/or cost data have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.

Subcontracting:

Applicants must include any plans for subcontracting of services or activities of the project. All subcontractors shall be identified in all responses to this solicitation. It shall be understood that the contractor is held responsible for the satisfactory accomplishment of the service or activities included in such subcontract. CMRTA reserves the right to approve all subcontractors. All sub-contractors shall be required to comply with all of the Federal Contracting Requirements.

Nondiscrimination in Program and Employment:

No person shall, on the grounds of race, color, religion, sex, disability, national origin, age, marital status, citizenship, political affiliation or belief, Vietnam era or disabled veteran status, be denied employment or benefits, or be discriminated against as a participant in a program or activity receiving funds under the CMRTA.

Acceptance of Terms:

By submitting a response to this Bid Request, the applicant accepts all terms and conditions and provisions, as well as all Federal, County and State regulations and requirements pertaining to the conduct of the solicited services. If issued a contract, the vendor will be bound by the terms of the Bid, unless the CMRTA agrees that specific parts of the Bid Request are not part of the agreement. The CMRTA reserves the right to introduce additional terms and/or conditions during final contract negotiations.

Federal Contracting Requirements

All Federal Contracting Requirements shall be applicable to this project and all offerors shall be required to comply with all provisions.

Indemnification

The CMRTA, its Board of Directors, officers, agents, and employees, shall be held harmless from liability from any claims, damages, and actions of any nature arising from a contract resulting from this solicitation, providing that such liability is not attributable to negligence on the part of CMRTA or failure of CMRTA to comply with the offer/bid as outlined in the Offeror's project bid response.

ATTACHMENT A

FEDERALLY REQUIRED CONTRACT CLAUSES AND CERTIFICATIONS

1. Fly America Requirements
2. Buy America Requirements
3. Cargo Preference Requirements
4. Energy Conservation Requirements
5. Clean Water Requirements
6. Lobbying
7. Access to Records and Reports
8. Federal Changes
9. Bonding Requirements
10. Clean Air
11. Recycled Products
12. No Government Obligation to Third Parties
13. Program Fraud and False or Fraudulent Statements and Related Acts
14. Termination
15. Government-wide Debarment and Suspension (Nonprocurement)
16. Civil Rights Requirements
17. Breaches and Dispute Resolution
18. Disadvantaged Business Enterprises (DBE)
19. Incorporation of Federal Transit Administration (FTA) Terms
20. Attachments Incorporated by Reference
21. Contract Work Hours and Safety Standards Act

1. FLY AMERICA REQUIREMENTS

49 U.S.C. §40118; 41 CFR Part 301-10

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 their 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.

2. CARGO PREFERENCE REQUIREMENTS

46 U.S.C. 1241; 46 CFR Part 381

The contractor agrees: a. to use privately owned United States-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 United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph 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.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

3. ENERGY CONSERVATION REQUIREMENTS

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

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

4. CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

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

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

5. BUY AMERICA REQUIREMENTS

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

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

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America

certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

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

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

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j) (1) and the applicable regulations in 49 CFR Part 661.

Date _____

Signature _____

Company Name _____

Title _____

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

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j) (1), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j) (2) (B) or (j) (2) (D) and the regulations in 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

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

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j) (2) (C), but may qualify for an exception pursuant to 49 U.S.C. 5323(j) (2) (B) or (j) (2) (D) and the regulations in 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

6. LOBBYING

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

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] -

Contractors who apply or bid for an award shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31

U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer.)

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

7. ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325 ; 18 CFR 18.36 (i);49 CFR 633.17

The Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11). FTA does not require the inclusion of these requirements in subcontracts.

8. FEDERAL CHANGES

49 CFR Part 18

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (6) dated October, 1999) between Purchaser and FTA , as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

9. BONDING REQUIREMENTS

See Bid/Bond Insurance on the Invitation for bid.

10. CLEAN AIR

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

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

11. RECYCLED PRODUCTS

42 U.S.C. 6962; 40 CFR Part 247; Executive Order 12873

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

12. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

13. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq. ; 49 CFR Part 31 18 U.S.C. 1001 ; 49 U.S.C. 5307

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the 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 the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

14. TERMINATION

49 U.S.C.Part 18 ; FTA Circular 4220.1D

a. Termination of Convenience (General Provision) The CMRTA may terminate this contract, in whole or part, at any time by written notice to the Contractor when it is in the Government'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 the CMRTA to be paid the Contractor. If the Contractor has any property in its possession belonging to the CMRTA, the Contractor will account for the same and dispose of it in the manner the CMRTA directs.

b. Termination for Default [Breach or Cause] (General Provision) 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 a manner called for in the contract, or if the Contractor fails to comply with any other provisions in the contract, the CMRTA may terminate this contract for default. Termination shall be effected by servicing a notice of termination on the contractor setting forth a manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted or services performed in accordance with the manner of performance set forth in the contract.

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

c. Opportunity to Cure (General Provision) The CMRTA in its sole discretion may, in the case of termination for breach or default, allow the Contractor seven (7) calendar days in which to cure the defect. In such case, the notice of termination will state time period in which cure is permitted and other appropriate conditions.

If contractor fails to remedy to CMRTA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within seven (7) days of receipt by Contractor of written notice from CMRTA setting forth the nature of said breach or default, CMRTA 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 the CMRTA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

e. Termination for Convenience (Professional or Transit Service Contracts) The CMRTA by written notice, may terminate this contract in whole or part, when it is in the Government's interest. If this contract is terminated, the CMRTA shall be liable only for

payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the CMRTA may terminate this contract for default. The CMRTA 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 for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill 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 the CMRTA.

g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time frame specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the CMRTA may terminate this contract for default. The CMRTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the CMRTA, protect and preserve the goods until surrendered to the CMRTA or its agent. The Contractor and the CMRTA shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

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 convenience of the CMRTA.

h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the CMRTA may terminate this contract for default. The CMRTA shall terminate the contract by Notice of Termination specifying the nature of the default. In this event, the CMRTA may take over the work and compete it by contract and otherwise and may take possession of any materials, appliances, and plant on the work site necessary for completing the work, the Contractor and its sureties shall be liable for any damage to the CMRTA resulting from the Contractor's refusal or failure to complete work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes increased costs incurred by the CMRTA in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor be charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the CMRTA, acts of another Contractor in the performance of a contract with the CMRTA, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the contractor, within [10] ten days from the beginning of any delay, notifies the CMRTA in writing of the causes of delay. If in the judgment of the CMRTA, the delay is excusable, the time for completing the work shall be extended. The judgment of the CMRTA shall be final and conclusive on the parties, but subject to appeal under the Dispute clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for convenience of the CMRTA.

i. Termination for Convenience or Default (Architect and Engineering) The CMRTA may terminate this contract in whole or part, for the CMRTA's convenience or because of the failure of the Contractor to fulfill the contract obligations. The CMRTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the CMRTA, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

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 the CMRTA.

j. Termination for Convenience or Default (Cost-Type Contracts) The CMRTA may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of the CMRTA or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for by the CMRTA. If the termination is for default, the CMRTA may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the CMRTA and the parties shall negotiate the termination settlement to be paid the contractor.

If the termination is for the convenience of the CMRTA, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to work performed up to the time of termination.

if, after serving a Notice of Termination for default, the CMRTA determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the Contractor, the CMRTA, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

15. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)
49 CFR Part 29 ; Executive Order 12549

Instructions for Certification

- 1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.**
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the CMRTA may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to **the Central Midlands Regional Transit Authority** if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact the CMRTA for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the City.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal

Government, CMRTA may pursue available remedies including suspension and/or debarment.

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

- (1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

16. CIVIL RIGHTS REQUIREMENTS

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

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

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

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

(a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue. (3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

17. BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18; FTA Circular 4220.1D

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

Performance During Dispute – Unless otherwise directed by the CMRTA, Contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages- Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or any of his employees, agents or others for whose acts he is legally liable, a claim for the damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies – Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the CMRTA and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of South Carolina.

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

18. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

The Contractor agrees to fully comply with any and all applicable requirements related to the inclusion and or use of Disadvantaged Business Enterprises, including the applicable requirements of 49 CFR Part 26

19. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS FTA Circular 4220.1E

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 4220.1E, dated April 15, 1996, and 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 City of Tallahassee requests which would cause City of Tallahassee to be in violation of the FTA terms and conditions.

20. ATTACHMENTS INCORPORATED BY REFERENCE

The following documents are incorporated in this order by reference and become an integral part of the order, and shall have the same force and effect as if they were incorporated in full text:

- ◆ Invitation for Bid
- ◆ Successful vendor's bid documents

21. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

40 U.S.C. §§ 327-333 (1995)

29 C.F.R. § 5 (1995)

29 C.F.R. § 1926 (1995)

Pursuant to Section 102 (Overtime): Contract Work Hours and Safety Standards Act

1. Overtime requirements- No SERVICE PROVIDER 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 SERVICE PROVIDER and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such SERVICE PROVIDER and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages - GRTA 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 monies payable on account of work

performed by the SERVICE PROVIDER or subcontractor under any such contract or any other Federal contract with the same prime SERVICE PROVIDER, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime SERVICE PROVIDER, such sums as may be determined to be necessary to satisfy any liabilities of such SERVICE PROVIDER or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts - The SERVICE PROVIDER 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 SERVICE PROVIDER shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

5. Payrolls and basic records – (i) Payrolls and basic records relating thereto shall be maintained by the SERVICE PROVIDER during the course of the work and preserved for a period of three years thereafter for all the 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 SERVICE PROVIDER 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. SERVICE PROVIDERS 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.