



**INVITATION FOR BIDS
IFB# 167-18-03**

Issue Date: July 3, 2018
Title: Transit Shelter Removal and Installation Services
Issuing and Using Agency: GRTC Transit System
Attn: Tonya Thompson
Director of Procurement
301 E. Belt Boulevard
Richmond, Virginia 23224

Bids for Furnishing the Services Described Herein Will Be Received Until: 11:00 a.m. local time on August 1, 2017. All Inquiries For Information Should Be Directed To: ISSUING AGENCY, address listed above at Phone: (804) 358-3871, extension #372.

IF BIDS ARE MAILED, HAND DELIVERED OR SENT BY COURIER, DELIVER TO: GRTC TRANSIT SYSTEM, PURCHASING DEPARTMENT, 301 E. BELT BOULEVARD, RICHMOND, VA 23224. The IFB number, date and time of bid submission deadline, as reflected above, must clearly appear on the face of the returned bid package.

In Compliance with This Invitation for Bids And To All Conditions Imposed Therein and Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services Described Herein In Accordance With The Attached Signed Bid Or As Mutually Agreed Upon By Subsequent Negotiation.

Name and Address of Firm:

Zip Code: _____
Telephone: () _____
Fax Number: () _____
Date: _____
By: _____
(Signature in Ink)
Name: _____
(Please Print)
Title: _____
FEI/FIN Number: _____
E-Mail Address: _____

VDMBE-CERTIFIED DISADVANTAGED BUSINESS ENTERPRISE: () YES () NO

If YES, Certification Number: _____

VDMBE-CERTIFIED SWAM BUSINESS ENTERPRISE: () YES () NO

If YES, Certification Number: _____

PRE-BID MEETING: An Optional Pre-Bid Meeting will be held on July 11, 2017 at 10:00 am. Reference Section 1-8, Page 7 herein.

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DEFINITION OF WORDS AND TERMS

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Acceptance or Accepted: Written documentation of GRTC's determination that the Contractor's Work has been completed in accordance with the Contract.

Addendum/Addenda: Written additions, deletions, clarification, interpretations, modifications or corrections to the solicitation documents issued by GRTC during the Solicitation period and prior to contract award.

Administrative Change: Documentation provided by GRTC to Contractor, which reflects internal GRTC procedures not affecting the Contract terms or Scope of Work.

Best and Final Offer: Best and Final Offer shall consist of the Bidder's revised bid, the supplemental information, and the Bidder's Best and Final Offer. In the event of any conflict or inconsistency in the items submitted by the Bidder, the items submitted last will govern.

Bidder/Proposer or Offeror: Individual, association, partnership, firm, company, corporation or a combination thereof, including joint ventures, submitting a bid/proposal to perform the Work.

Buyer: Individual designated by GRTC to conduct the Contract solicitation process, draft and negotiate contracts, resolve contractual issues and support the Project Manager during Contract performance.

Change Documentation: A written document agreed upon by Project Managers, which if it creates a material change to the Contract term or Scope of Work shall be executed as a Contract Amendment.

Change Order: Written order issued by GRTC, with or without notice to sureties, making changes in the Work within the scope of this Contract.

Contract Amendment: A written change to the Contract modifying, deleting or adding to the terms or scope of work, signed by both parties, with or without notice to the sureties.

Contract or Contract Documents: The writings and drawings embodying the legally binding obligations between GRTC and the Contractor for completion of the Work.

Contract Period: The period of time during which the Contractor shall perform the Services or Work under the Contract.

Contract Price: Amount payable to the Contractor under the terms and conditions of the Contract for the satisfactory performance of the Services or Work under the Contract.

Contractor/Prime Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with GRTC for the performance of Services or Work under the Contract.

Cost Analysis: The review, evaluation and verification of cost data and the evaluation of the specific elements of costs and profit. Cost analysis is the application of judgment utilizing criteria to project from the data to the estimated costs in order to form an opinion on the degree to which proposed costs represent what the Contract should cost, assuming reasonable economy and efficiency.

Day: Calendar Day.

DBE: Disadvantaged Business Enterprise

Documentation: Technical publications relating to the use of the Work to be provided by Contractor under this Contract, such as reference, user, installation, systems administration and technical guides, delivered by the Contractor to GRTC.

DOT: Department of Transportation.

Final Acceptance: The point when GRTC acknowledges that the Contractor has performed the entire Work in accordance with the Contract.

FTA: Federal Transit Administration.

GRTC: Greater Richmond Transit Company.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Price Analysis: The process of examining and evaluating a price without evaluating its separate cost elements and proposed profit.

Project Administrator: The individual designated by GRTC to administer the Contract and be the Contractor's primary point of contact. The Project Administrator will approve orders, receipts, invoices and document the Contractor's performance, but has no contracting authority. This Person may be the Project Manager.

Project Manager: The individual designated by GRTC to manage the project on a daily basis and who may represent GRTC for Contract administration. This Contract may be part of a larger GRTC project.

Provide: Furnish without additional charge.

Reference Documents: Reports, specifications, and/or drawings that are available to Bidders for information and reference in preparing bids but not as part of this Contract.

IFB or Solicitation: Request for Bids. Also known as the solicitation document.

Scope of Work or Statement of Work (SOW): A section of the Request for Bids consisting of written descriptions of Services to be performed, or the goods to be provided, or the technical requirements to be fulfilled under this Contract.

Services: The furnishing of labor, time or effort by a Contractor, but not involving the delivery of any specific manufactured goods.

Shall or Will: Whenever used to stipulate anything, Shall or Will means mandatory by either the Contractor or GRTC, as applicable, and means that the Contractor or GRTC, as applicable, has thereby entered into a covenant with the other party to do or perform the same.

Specifications or Technical Specifications: A Section of the Request for Bids consisting of written descriptions of Services to be performed, or the goods to be provided, or the technical requirements to be fulfilled under this Contract.

Subcontractor: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Contractor to perform any portion of the Work covered by this Contract.

Submittals: Information that is submitted to the Contract Administrator in accordance with the Scope of Work/Specifications.

Substantial Completion: Phase of the Project following completion of Commissioning.

SBSD: Department of Small Business and Supplier Diversity

Work: Everything to be provided and done for the fulfillment of the Contract and shall include all goods and services specified under this Contract, including Contract Amendments and settlements.

SECTION 1 - INSTRUCTIONS TO BIDDERS

1-1 Introduction

GRTC is the primary public transportation provider for the Richmond region. The company is a not-for-profit public service corporation jointly owned by the City of Richmond and Chesterfield County. Currently, GRTC operates 37 local routes and 10 express routes (including extended express routes) that provide transit service within the City of Richmond, Henrico County, and a small portion of Chesterfield County – a service area that accounts for more than 8 million passenger rides yearly.

In addition to traditional fixed-route service, GRTC provides complementary ADA paratransit service, welfare-to-work transportation, and vanpool and carpool development services. In the provision of these services, GRTC employs an active fleet of approximately 145 fixed-route transit vehicles and 80 specialized transportation vehicles. RideFinders, the rideshare component of the transit system, provides assistance to car pools and van pools.

The Pulse offers bus rapid transit service from Rockets Landing east of downtown Richmond to Willow Lawn in Henrico County. The Pulse will improve reliability and transit times for transit riders, and support economic development throughout the Broad Street Corridor.

1-2 Purpose

GRTC is seeking a competent, qualified, and experienced contractor to make improvements at GRTC's Temporary Transfer Plaza location and Southside Plaza removing and installing shelters.

1-3 Bid Submission

In order to be considered for selection, Bidders must submit a complete sealed written response to this IFB. One original of each bid and four copies, each of which are marked "Copy", must be submitted to GRTC in addition to one electronic version on a compact disc (CD) or flash drive. Oversize pages used for drawings or similar purposes are not prohibited. Each proposal, complete with affidavits and certifications, will be bound together with the required IFB Cover Page and Vendor Checklist (Attachment A) on top. The package containing the bids must be clearly marked with the words "Bids for shelter removal and installation Services" and the time and date proposals are due.

If no bid is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard should be sent to the GRTC Director of Procurement advising whether future solicitations for the type of supplies or services covered by this solicitation are desired. Failure of the recipient to notify GRTC that future solicitations are desired may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by this solicitation.

1-4 Postponement or Cancellation of Request for Bids

GRTC reserves the right to cancel the IFB at any time or change the date and time for submitting bids by announcing same prior to the date and time established for Bid submittal.

1-5 Bid Signature

Each bid shall include the IFB Cover Page signed by a person authorized to bind the proposing firm to the terms of the Contract. Bids signed by an agent are to be accompanied by evidence of that person's authority, unless such evidence has been previously furnished to GRTC.

1-6 Addenda

Receipt and review of Addenda by each bidder must be acknowledged on the Addendum Page (Attachment C). All addenda must be signed and returned with each bidders' bid documents.

1-7 Procurement Schedule

The projected schedule for this procurement is:

Invitation for Bids available:	July 3, 2018
Optional Pre-Bid Meeting:	July 11, 2018
Deadline for requests for clarification/changes to the IFB and requests for approved equals:	July 20, 2018
Deadline for addenda and responses approved equal requests:	July 25, 2018
Bids due by 11:00 a.m. local time:	August 1, 2018
Evaluation and Possible Negotiations	August 2-9, 2018
Contract Signing/Notice to Proceed/Notice of Award:	August 21, 2018

1-8 Pre-Bid Meeting

There will be an optional pre-bid meeting on July 11, 2017 at GRTC facilities 10:00 am at 301 E. Belt Blvd Richmond, Virginia 23224. All potential Bidders should attend with a hardcopy of this solicitation. Attendance must be in person and will not be accommodated through conference call or any other means.

1-9 Inquiries

The Bidder is required to show on all correspondence with GRTC the following: "Bids for Transit Shelter Removal and Installation Services". Any communication with GRTC should be written and directed to: Tonya Thompson, Director of Procurement, GRTC Transit System, 301 E. Belt Boulevard, Richmond, VA 23224. Written communication may also be forwarded via facsimile to (804) 622-8028 or email to tonya.thompson@ridegrtc.com. Correspondence will not be accepted by any other party. Contact with any other person may result in the Bidder being disqualified from consideration.

1-10 Interpretation of IFB and Contract Documents

No oral interpretations as to the meaning of the IFB will be made to any Bidder. Any explanation desired by a Bidder regarding the meaning or interpretation of the IFB, specifications, etc., must be requested in writing and with sufficient time allowed (a minimum of fifteen (15) calendar days before date set to receive Bids) for a reply to reach Bidders before the submission of their Bids. Any interpretation or change made will be in the form of an addendum to the IFB, specifications, etc., as appropriate, and will be furnished as promptly as is practicable to all parties to whom the IFB has been issued, but at least seven (7) calendar days prior to the Bid due date. All Addenda will become part of the IFB and any subsequently awarded Contract. Oral explanations, statements, or instructions given by GRTC before the award of the Contract will not be binding upon GRTC.

1-11 Approved Equal

In all cases, services and materials must be furnished as specified. Where brand names or specific items are used in the specifications, consider the term "or approved equal" to follow.

Any unapproved deviations, exceptions, substitutions, alternates or conditional qualifications contained in a Bid may be cause for its rejection.

If potential Bidders believe that their product is equal to the product specified, they must submit a written request to GRTC on the provided form (Attachment D) and this request will be approved or rejected by GRTC at least seven (7) calendar days prior to due date of Bids. Requests for approved equals and clarification of specifications must be received by GRTC in writing a minimum of fifteen (15) days before the Bid opening to allow analysis of the request.

Any request for an approved equal must be fully supported with catalog information, specifications and illustrations, or other pertinent information, as evidence that the substitute offered is equal to or better

than the specification. Where an approved equal is requested, the Bidder must demonstrate the equality of this product to GRTC to determine whether the Bidder's product is or is not equal to that specified.

1-12 Examination of IFB and Contract Documents

Bidders are expected to examine the scope of services required, specifications, schedules, exhibits, all instructions, and form agreement. Failure to do so will be at the Bidder's risk. It is the intent of these specifications to provide services of first quality, and the workmanship must be the best obtainable in the various trades. The services, which the vendor proposes to furnish, must be high quality in all respects. No advantage will be taken by Contractor or vendor in the omission of any part or detail, which goes to make the services complete. All manner of workmanship and material used in the provision of services and not herein contained or specified shall be of the industry standard and shall conform to the best practices known in the industry.

Contractor will assume responsibility for all equipment used in the Bid item, whether the same is manufactured by Contractor or purchased ready made from a source outside Contractor's company. It is the sole responsibility of Contractor to read the specifications and understand them.

The submission of a Bid shall constitute an acknowledgment upon which GRTC may rely that the Bidder has thoroughly examined and is familiar with the solicitation and form agreement, including any work site identified in the IFB, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods and services to be provided hereunder. The failure or neglect of a Bidder to receive or examine such documents, work sites, statutes, regulations, ordinances, or resolutions shall in no way relieve the Bidder from any obligations with respect to its Bid or to any Contract awarded pursuant to this IFB. No claim for additional compensation will be allowed which is based on lack of knowledge or misunderstanding of this IFB, work sites, statutes, regulations, ordinances, or resolutions.

1-13 Cost of Bids

GRTC is not liable for any costs incurred by Bidders in the preparation, presentation, testing, or negotiation of Bids submitted in response to this solicitation.

1-14 Samples

Samples of items when called for must be furnished free of expense. Samples must be labeled with the Bidder's name, manufacturer's brand name and number, Bid number, and item reference. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received within ninety (90) days after Bid opening date. If instructions are not received within this time, the commodities shall be disposed of by GRTC.

1-15 Modification or Withdrawal of Bids Prior to Submittal Date and Late Bids

At any time before the time and date set for submittal of Bids, a Bidder may request to withdraw or modify its Bid. Such a request must be made in writing by a person with authority as identified on the IFB Cover Page, provided their identity is made known and a receipt is signed for the Bid. All Bid modifications shall be made in writing executed and submitted in the same form and manner as the original Bid. Any Bid or modification of Bid received at GRTC's office designated in the solicitation after the exact time specified for Bid receipt will not be considered.

1-16 Errors and Administrative Corrections

GRTC will not be responsible for any errors in Bids. Bidders will only be allowed to alter Bids after the submittal deadline in response to requests for clarifications or Best and Final Offers by GRTC. GRTC reserves the right to request an extension of the Bid period from a Bidder or Bidders.

GRTC reserves the right to allow corrections or amendments to be made that are due to minor administrative errors or irregularities, such as errors in typing, transposition or similar administrative

errors. Erasures or other changes or entries made by the Bidder must be initialed by the person signing the Bid.

1-17 Compliance with IFB Terms and Attachments

GRTC intends to award a Contract based on the terms, conditions, and attachments contained in this IFB. Bidders are strongly advised to not take any exceptions. Bidders shall submit Bids, which respond to the requirements of the IFB. An exception is not a response to an IFB requirement. If an exception is taken, a "Notice of Exception" must be submitted with the Bid. The "Notice of Exception" must identify the specific point or points of exception and provide an alternative or alternative language.

Bidders are cautioned that exceptions to the terms, conditions, and attachments may result in rejection of the Bid.

The Notice of Exception will be used as part of GRTC's review of the Bid, and, therefore, must be made known during the course of the bidding process. Comments and exceptions substantially altering the form agreement will not be considered after conclusion of the bidding process and the award of a contract. Failure to submit a marked-up copy of the form agreement with a Bid will be interpreted by GRTC as the Bidder's acceptance of the form agreement provided herein.

1-18 Bid Requirements

Bids shall contain the following items and follow the exact sequence outlined below:

A. Cover Letter, providing the following information:

1. Identification of the Bidder(s), including name, address and telephone number of the appropriate contact person at each firm.
2. Proposed working relationship among proposing firms, i.e., prime-subcontractor, if applicable.
3. Signature of a person authorized to bind the proposing firm to the terms of the Bid.

B. IFB Cover Page and Attachments A-R

C. Notice of Exception (if applicable)

D. Qualifications and Capabilities of the Firm(s)

1. Names and title of key personnel proposed for the duration of the project. In the event that oral presentations are conducted, the designated key personnel will be required to attend along with other representatives of the Bidder.
2. Provide a brief profile of the Bidder, including its principal line of business, year founded, form of organization, number and location of offices, number of employees, and a general description of the Bidder's financial condition, as well as the name, address, and telephone number of the Bidder's financial institution. Identify any conditions (bankruptcy, pending merger, pending litigation, planned office closures) that may impede the Bidder's ability to complete the project.
3. Identify all qualifications and organizational capabilities that will establish the Bidder as a satisfactory provider of the required work by reason of its strength and stability.
4. Identify subcontractors, if any, by company name, address, contact person, telephone number, and project function. Provide the same information for each subcontractor as requested above.

E. Related Experiences and References

1. This section of the Bid should establish the ability of the Bidder to satisfactorily provide the required work by demonstrating competence in the performance of services to be provided; the nature and relevance of recently completed work; record of satisfactory performance on similar projects; and supportive client references. Provide examples of similar projects that Bidder has undertaken (indicating current status of the project) within the last three years. For each reference cited as related experience, furnish the name, title, address, and telephone number of the person(s) at the purchaser's organization who is the most knowledgeable about the work performed.
2. For each subcontractor cited in the section above, provide examples of similar contracts performed by the subcontractor, citing the same client information.

F. Technical Data (to include)

1. Bidders must demonstrate their understanding of the project, describe their project approach, and explain how they will meet GRTC's needs.
2. A response to each line item in the Statement of Work. The Bidder will identify the response to each line item in the order the line item appears in the scope of work. The Bidder will identify how the line item requirements will be met. This response will incorporate all approved equals and addenda to the IFB. Each response should be clearly defined and will include, but not be limited to, a detailed statement of how the Bidder intends to achieve full compliance, or an explanation of why full compliance cannot be attained.
3. Where the technical specifications permit alternative means, methods, and/or materials to be employed, the Bid shall indicate the choice of the Bidder.
4. Bidders must identify any disclaimers or caveats pertaining to the commencement and provision of services.
5. Proposed project schedule in days, phases, and/or steps.

G. The Bidder's Disadvantaged Business Enterprise Program.

GRTC treats bidders/offerors' compliance with good faith effort requirements as a matter of responsiveness. This contract requires the bidders/offerors to submit the following information with their bids:

1. The names and addresses of DBE firms that will participate in the contract;
2. A description of the work that each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal (Attachment J);
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime Contractor's commitment (Attachment L);
6. Evidence that proposed DBE is certified through the Virginia Department of Transportation (Attachment M); and
7. If the contract goal is not met, evidence of good faith efforts must be demonstrated. Refer to Attachment K for requirements.

H. The Bidder's Small, Woman and Minority-Owned Business Enterprise Program.

GRTC treats bidders/offerors' compliance with good faith effort requirements as a matter of responsiveness. This contract requires the bidders/offerors to submit the following information with their bids:

1. The names and addresses of SWAM firms that will participate in the contract;
2. A description of the work that each SWAM will perform;
3. The dollar amount of the participation of each SWAM firm participating;
4. Written documentation of commitment to use a SWAM subcontractor whose participation it submits to meet a contract goal (Attachment J);
5. Written and signed confirmation from the SWAM that it is participating in the contract as provided in the prime Contractor's commitment (Attachment P);
6. Evidence that proposed SWAM is certified through the Virginia Department of Transportation (Attachment Q); and
7. If the contract goal is not met, evidence of good faith efforts must be demonstrated. Refer to Attachment O for requirements.

1-19 Collusion

The bidder guarantees that the bid submitted is not a product of collusion with any other bidder, and no effort has been made to fix the bid price of any bidder or to fix any overhead, profit, or cost element of any bid price (Attachment G). Failure to submit the signed affidavit at the time of bid opening shall be grounds for disqualification of the bidder's offer.

If GRTC determines that collusion has occurred among bidders, none of the bids from the participants in such collusion shall be considered. GRTC's determination shall be final.

1-20 Pricing, Taxes and Effective Date

The price to be quoted in any bid will include all items of labor, materials, tools, equipment, delivery and other costs necessary to fully meet the requirements of GRTC. Any items omitted, which are clearly necessary for the completion of this project, will be considered a portion of such specifications, although not directly specified.

GRTC is exempt from payment of Federal, Excise and Transportation Tax, and the Virginia Sales, Excise and Use Tax. Bidders will not include these taxes in their price(s). All other government taxes, duties, fees, licenses, permits, royalties, assessments, and charges shall be included in the proposed price.

In the event of a discrepancy between the unit price and the extended amount for a required item, the unit price will govern.

The price quoted by the proposing firms will not change for a period of ninety (90) days, beginning from the date the Bid is opened.

1-21 Rejection of Bids

GRTC reserves the right to reject any or all Bids and waive any minor informalities or irregularities.

1-22 Exclusionary or Discriminatory Specifications

GRTC agrees that it will comply with the requirements of 49 U.S.C. Section 5323(h)(2) by refraining

from using any Federal assistance awarded by the Federal Transit Administration to support procurements using exclusionary or discriminatory specifications. GRTC further agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by Federal Statute.

1-23 Protest Procedures

Any protest or objection to the Conditions and Specifications will be submitted for resolution to GRTC's CEO. Each protest must be made in writing and supported by sufficient information to enable the protest to be considered. A protest or objection will not be considered by GRTC if it is insufficiently supported or if it is not received within the specified time limits.

All protests based upon restrictive specifications, alleged improprieties, or similar situations prior to Bid opening must be submitted to GRTC's CEO no later than seven (7) calendar days prior to the specified Bid opening date.

Protests arising after the opening of Bids based upon grounds that were known or should have been known will be submitted to GRTC's CEO within five (5) business days after notification of Contract award. All protests will be considered by the Protest Review Board. The decision of the Protest Review Board is final. The Protest Review Board will consist of the Chief Executive Officer, Chief Operating Officer, and the Legal Counsel for GRTC. No further appeals will be considered. The Bidder may file a protest with FTA provided that the Bid complies fully with the requirements of FTA Circular 4220.1F.

A. Protest Bond

Any Bidder wishing to protest the awarding of a contract by GRTC to the apparent most responsive and responsible Bidder will be required to furnish, at its own expense, a protest bond in the amount of one-half of one percent (.5%) of the total bid before GRTC will consider the protest. This protest bond will serve as a guarantee by the Bidder of the validity and accuracy of the protest. Failure to provide this bond may result in GRTC denying the Bidder's protest. If the Protest Review Board denies the Bidder's protest, the bond will be used by GRTC to recover the costs and damages incurred because of the protest and the resulting delay in the provision of services. The bond will be either a cashier's check or certified check made payable to GRTC

B. Review Process

Except as otherwise provided in this Contract, any Protest concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by a Protest Board comprised of GRTC's Chief Executive Officer, Chief Operating Officer, and the Legal Counsel for GRTC. This board shall reduce their decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Protest Board shall be final, unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a Protest hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Protest Board's decision.

This clause does not preclude consideration of law questions in connection with decisions provided for in this clause, provided that nothing in this Contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

1-24 Bid Alternatives

Bids shall address all requirements identified in this solicitation. In addition, GRTC may consider Bid alternatives submitted by Bidders that provide enhancements beyond the IFB requirements. Bid alternatives may be considered if deemed to be in GRTC's best interests. Bid alternatives must be clearly identified.

1-25 Disadvantaged Business Enterprise (DBE) Participation

GRTC has established a **5.5% DBE participation goal** on this contract. For Bidders to receive credit for the use of a DBE, the proposed DBE must be certified with the Department of Small Business and Supplier Diversity (SBSD) prior to the submission of the Proposal. It is the policy of GRTC that Disadvantaged Business Enterprises (DBE's) as defined in 49 CFR Part 26 shall have a level playing field to compete fairly for DOT-assisted contracts. Contractor is encouraged to take all necessary and reasonable steps to ensure that DBE's have a level playing field to compete for and perform services on the contract, including participation in any subsequent supplemental contracts. If the contractor intends to subcontract a portion of the services on the project, contractor is encouraged to contact DBE's to solicit their interest, capability and qualifications.

It is the policy of GRTC to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions. Therefore, GRTC encourages prime contractors to use DBE financial institutions whenever possible.

49 CFR Part 26 requires GRTC to collect certain data about firms attempting to participate in VDOT contracts. This data must be provided on the enclosed Firm Data Sheet (Attachment J).

A. Certification

GRTC will use the Department of Small Business and Supplier Diversity (SBSD) as its DBE certification agent. SBSBD will use the certification standards of Subpart D of Part 26 and the certification procedures of Subpart E of Part 26 to determine the eligibility of firms to participate as DBE's in DOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. VDMBE will make its certification decisions based on the facts as a whole. DBE certification entitles contractors to participate in GRTC's DBE Program. However, this certification does not guarantee that the contractor will obtain work with GRTC.

B. Process

SBSD's certification application form and documentation requirements can be made available if requested. For information about the certification process or to apply for certification, firms should contact:

Antoinette Haynes, DBE Liaison Officer
GRTC Transit System
301 E. Belt Blvd
Richmond, Virginia 23224
804-358-3871
ahaynes@ridegrtc.com

DBE certification guidelines and applications are also available online as PDF's at:

<http://www.sbsd.virginia.gov>

SECTION 2 – BID EVALUATION & CONTRACT AWARD

2-1 General

Any contract resulting from this solicitation will be between GRTC and the Contractor responsible for providing the goods and/or performing the services described herein. GRTC is not party to defining the division of work between the Contractor and its Subcontractors, if any, and the Specifications and/or Scope of Services have not been written with this intent.

2-2 Eligibility for Award

In order to be eligible for award, Bidders must be responsive and responsible.

- A. Responsive Bids are those complying in all material aspects of the solicitation, both as to the method and timeliness of submission and as to the substance of the resulting Contract. Bids that do not comply with all the terms and conditions of the solicitation may be rejected as non-responsive.
- B. Responsible Bidders are those prospective Contractors who, at a minimum, must:
 - 1. Have adequate financial resources, as required during performance of the Contract.
 - 2. Are able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments.
 - 3. Have a satisfactory record of past performance.
 - 4. Have necessary technical capability to perform.
 - 5. Certify that they are not on the U.S. Comptroller General's list of ineligible Contractors.
 - 6. Are qualified as a manufacturer or regular provider of the equipment or services being offered.
 - 7. Allow GRTC or designated third party to conduct a Pre-Award Audit to verify accuracy of Buy-America certification in accordance with 49 CFR 663.
 - 8. Are otherwise qualified and eligible to receive an award under applicable laws and regulations.

2-3 Evaluation of Bids

GRTC shall employ the price-based selection process. Sealed bids will be evaluated by GRTC to determine which, if any, should be accepted in the best interest of GRTC.

2-4 Cost or Price Analysis

GRTC reserves the right to conduct a cost or price analysis for any purchase. GRTC may be required to perform a cost analysis when competition is lacking for any purchase. Sole source procurements which result in a single Bid being received will be subject to a cost analysis which will include the appropriate verification of cost data, the evaluation of specific elements of costs and the projection of data to determine the effect on Bid prices. GRTC may require a Pre-Award Audit and potential Contractors shall be prepared to submit data relevant to the proposed work which will allow GRTC to sufficiently determine that the bid price is fair, reasonable, and in accordance with Federal, State and local regulations. Procurements resulting in a single Bid will be treated as a negotiated procurement and GRTC reserves the right to negotiate with the single Bidder to achieve a fair and reasonable price. If a negotiated price cannot be agreed upon by both parties, GRTC reserves the right to reject the single Bid. Contract change orders or modifications will be subject to a cost analysis.

If only one bid is received in response to the IFB, a detailed cost analysis of three (3) contracts, if available, awarded to the bidder within the past two (2) years may be requested of the single bidder. A cost/price analysis and evaluation and/or audit may be performed of the bid in order to determine if the price is fair and reasonable.

2-5 Contract Award

Contract award, if any, will be made by GRTC to the lowest responsive and responsible Bidder whose bid meets the requirements of the IFB. GRTC shall have no obligations until a Contract is signed between the Bidder and GRTC. GRTC reserves the right to award one or more contracts as it determines to be in its best interest.

2-6 Execution of Contract and Notice to Proceed

The Bidder to whom GRTC intends to award the Contract shall sign the Contract and return it to GRTC. Upon authorization by GRTC's Board of Directors, or designee, the Contract will be countersigned. Upon receipt by GRTC of any required documentation and submittals by the Bidder, a Notice to Proceed may be issued, if appropriate.

2-7 Bonding Requirements

- A. Bid Bond – As security for the acceptance of the Contract, each bid will be accompanied by a bid bond or cashier's check. The amount of the bond or cashier's check shall equal five percent (5%) of the bid amount and be payable to GRTC. Bid guarantees from all bidders will be held by GRTC until all bids submitted have been reviewed, and the bids have either been rejected in whole or in part, or the award of the Contract has been made. Bid deposits will be returned to unsuccessful bidders upon the award of the Contract. If the successful bidder to whom the Contract will have been awarded refuses to execute the Contract within ten (10) days after receipt of the Contract, the amount of the bid deposit will be forfeited to and retained by GRTC as liquidated damages for such neglect or refusal, and GRTC may proceed to place the order with another company.
- B. Performance Bond – Within seven (7) calendar days of contract award, Contractor will furnish, at its own expense, a performance bond in an amount equal to one hundred percent (100%) of the Contract value. This bond will act as a guarantee of good faith on behalf of Contractor that the terms of the Contract will be complied with in every particular. The performance bond shall remain in effect until the contract expires.

The performance bond will be in the form of a cashier's check or a surety licensed to do business in Virginia, and have a rating in the current issue of Best's Key Rating Guide, Property-Casualty of A-VII or better. Failure of Contractor to furnish the required performance bond in the proper form and amount may result in Contract termination.

In lieu of a performance bond, GRTC, at its sole option, may accept as an alternative a cash deposit, certified check, or Irrevocable Letter of Credit payable to GRTC for an amount equal to one hundred percent (100%) of the Contract value.

The security instrument accepted by GRTC shall remain valid throughout the project and until project completion.

- C. Payment Bond – Within seven (7) calendar days of contract award, Contractor will furnish, at its own expense, a payment bond in an amount equal to one hundred percent (100%) of the Contract value. This bond will act as a guarantee of good faith on behalf of Contractor assuring payment of all persons furnishing labor and material in connection with the work. The payment bond shall remain in effect until the contract expires.

The payment bond will be in the form of a cashier's check or a surety licensed to do business in Virginia, and have a rating in the current issue of Best's Key Rating Guide, Property-Casualty of

A-VII or better. Failure of Contractor to furnish the required payment bond in the proper form and amount may result in Contract termination.

In lieu of a payment bond, GRTC, at its sole option, may accept as an alternative a cash deposit, certified check, or Irrevocable Letter of Credit payable to GRTC for an amount equal to one hundred percent (100%) of the Contract value.

The security instrument accepted by GRTC shall remain valid throughout the project and until project completion.

2-8 Public Disclosure of Bids

GRTC is subject to the Virginia Freedom of Information Act. Therefore, the contents of this IFB and the Contractor's Bid submitted in response to this IFB shall be considered public documents and are subject to the Virginia FOIA statutes. As such, all Bids submitted to GRTC will be available for inspection and copying by the public after the selection process has been concluded. There are, however, various items that may be exempt under public disclosure laws. If any proprietary, privileged, or confidential information or data is included in the Contractor's Bid, each page that contains this information or data should be marked as such (e.g., "Proprietary," "Confidential," "Business Secret," or "Competition Sensitive") in order to indicate your claims to an exemption provided in the Virginia FOIA. It is GRTC's sole right and responsibility, however, to make the determination whether these items are exempt or not exempt under the Virginia FOIA statutes.

All data, documentation and innovations developed as a result of these contractual services shall become the property of GRTC.

2-9 Conflicts of Interest and Non-Competitive Practices

- A. Conflict of Interest – Contractor, by submitting a Bid to GRTC to perform or provide work, services, or materials, has thereby covenanted that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any interest, which conflicts in any manner or degree with the work, services, or materials required to be performed and/or provided under this Contract and that it shall not employ any person or agent having any such interest. In the event that Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to GRTC and take action immediately to eliminate the conflict or to withdraw from this Contract, as GRTC may require.
- B. Contingent Fees and Gratuities – Contractor, by submitting a Bid to GRTC to perform or provide work, services, or materials, has thereby covenanted:
1. No person or selling agency except bona fide employees or designated agents or representatives of Contractor has been or will be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and
 2. No gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Contractor or any of its agents, employees, or representatives, to any official, member or employee of GRTC or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

SECTION 3 – STATEMENT OF WORK

3-1 General

GRTC is seeking one qualified company to make improvements at GRTC's Temporary Transfer Plaza location and Southside Plaza removing and installing custom shelters.

- a. All City permits are the responsibility of the Contractor
- b. This project complies with Davis-Bacon Act prevailing wage determination (Exhibit C)

3-2 Work To Be Performed

A. GRTC Temporary Transfer Plaza

- Located on 9th Street between Marshall and Leigh Streets Downtown City of Richmond; refer to Transfer Plaza Layout Diagram (Exhibit B).
- Remove and disassemble six (6) bus shelters to be delivered to GRTC property site.
- Repair surface concrete for acceptance of six (6) new Brasco custom shelters.
- Assemble and install six (6) Brasco custom three-sided solar shelters at locations indicated on site plans (Exhibit A).
- Entry to shelters and solar panels must face 9th street; refer to cut sheets.
 - Note: Contractor must contact Brasco manufacturer for assembly and installation details. Brasco contact person: Vanessa Bagwell, vbagwell@brasco.com 313.393.0393 ext 228.

B. Southside Plaza

- Construction site located South of McDonalds Restaurant at 4110 Hull Street, Richmond, Virginia 23224; refer to site plans (Exhibit A).
- Construction consists of new concrete sidewalk, curb cuts per ADA Standards, concrete building pad for one custom shelter.
- Assemble and install one (1) Brasco custom three-sided solar shelter w/front panel.
- Front panel and solar panel must face Hull Street; refer to cut sheets.
 - Note: Contractor must contact Brasco manufacturer for assembly and installation details. Brasco contact person: Vanessa Bagwell, vbagwell@brasco.com 313.393.0393 ext 228.

C. Brasco Custom Shelters

- Shelters have been ordered and when available, Contractor shall pick up shelters at GRTC location at 301 E. Belt Blvd., Richmond, VA 23224.

D. Project Manager

- Joey Agee, Assistant Project Manager, joey.agee@ridegrtc.com 804.474. 9359.

E. Project Completion Timeline

- Installation of shelters must be completed within sixty (60) days upon Contractor taking possession of the seven (7) new shelters upon arrival.

F. Contract Terms

- This Agreement shall be effective as of the Effective Date and unless earlier terminated or cancelled, shall continue in effect for one (1) Contract Year for same or similar services and pricing.

ATTACHMENT A: VENDOR CHECKLIST

(to verify that all necessary documents are included)

This form must be completed and returned with the Bid package. Failure to return this form may be cause for considering your Bid non-responsive.

	<u>Vendor Check-Off</u>	<u>GRTC Check-Off</u>
Cover Letter	_____	_____
IFB Cover Page	_____	_____
Attachment B Bid Affidavit	_____	_____
Attachment C Addendum Page	_____	_____
Attachment D Requests for Approved Equal	_____	_____
Attachment E Ineligible Bidders Certification (Prime)	_____	_____
Attachment F Ineligible Bidders Certification (Subs)	_____	_____
Attachment G Non-Collusion Affidavit	_____	_____
Attachment H Federal Lobbying Certification	_____	_____
Attachment I Buy America Certification	_____	_____
Attachment J Firm Data Sheet	_____	_____
Attachment L DBE Letter of Intent	_____	_____
Attachment M DBE Affidavit	_____	_____
Attachment N DBE Unavailable Certification	_____	_____
Attachment P SWAM Letter of Intent	_____	_____
Attachment Q SWAM Affidavit	_____	_____
Attachment R SWAM Unavailable Certification	_____	_____
Notice of Exception (if applicable)	_____	_____
Qualifications and Capabilities of the Firm	_____	_____
Related Experiences and References	_____	_____
Technical Data	_____	_____
Bidder's DBE/SWAM Program	_____	_____
Bid Bond	_____	_____

**ATTACHMENT B: BID AFFIDAVIT FOR
TRANSIT SHELTER REMOVAL AND INSTALLATION SERVICES**

The undersigned hereby declares that he/she has carefully read and examined the Advertisement, the Scope and Terms, the Specifications, Warranty and Quality Assurance Requirements with all supporting certificates and affidavits for the provision of services specified at the prices stated in the Bid below.

SIGNED: _____

TITLE: _____

FIRM NAME: _____

Subscribed and sworn to before me this ____ day of _____, 20____
Notary Public

My Commission Expires: _____

BID FORM

Temporary Transfer Plaza for Six (6) Shelters

Position Title or Discipline	Hours Required	Hourly Rate	Total Labor
Total			
Overhead Rate			
Subtotal – Salary and Overhead			
Fixed Fee			
Direct Expenses			
TOTAL COST FOR TASK			

Southside Plaza for One Shelter

Position Title or Discipline	Hours Required	Hourly Rate	Total Labor
Total			
Overhead Rate			
Subtotal – Salary and Overhead			
Fixed Fee			
Direct Expenses			
TOTAL COST FOR TASK			

Grand Total for both Locations: _____

ATTACHMENT C: ADDENDUM PAGE

The undersigned acknowledges receipt of the following addenda to the Documents.

(Give number and date of each)

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Failure to acknowledge receipt of all addenda may cause the Bid to be considered non-responsive to this Invitation for Bids, which will require rejection of the Bid.

Signature

Title

ATTACHMENT D: REQUEST FOR CLARIFICATIONS/APPROVED EQUAL

DATE: _____

BIDDER: _____

SECTION: _____ PAGE: _____

BIDDERS REQUEST:

GRTC RESPONSE:

APPROVED

DENIED

COMMENTS:

SIGNATURE _____

DATE _____

**ATTACHMENT E: INELIGIBLE BIDDERS CERTIFICATION
(Prime Contractors)**

The Contractor _____ certifies, by submission of this Bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded from participation in this transaction by any Federal Department or Agency.

Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this Bid.

Contractor (Name) _____ certifies or affirms the truthfulness and accuracy of the contents of the statement submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 ET Seq. are applicable thereto.

AUTHORIZED OFFICIAL: _____

SIGNATURE: _____

ATTORNEY'S SIGNATURE: _____

DATE: _____

**ATTACHMENT F: INELIGIBLE BIDDERS CERTIFICATION
(Subcontractors)**

The Lower Tier Participant (Applicant for a third party subcontract or sub-grant under an Federal Transit Administration Project), _____, certifies, by submission of this Bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded from participation in this transaction by any Federal Department or Agency.

Where the Lower Tier Participant (Applicant for a third party subcontract or sub-grant under a Federal Transit Administration Project) is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this Bid.

The Lower Tier Participant (Applicant for a third party subcontract or sub-grant under a Federal Transit Administration Project) _____ certifies or affirms the truthfulness and accuracy of the contents of the statement submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 ET Seq. are applicable thereto.

AUTHORIZED OFFICIAL: _____

SIGNATURE: _____

ATTORNEY'S SIGNATURE: _____

DATE: _____

ATTACHMENT G: NON-COLLUSION AFFIDAVIT

Affidavit of Non-Collusion

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the Bidder (if the Bidder is an individual), a partner in the Bid (if the Bidder is a partnership), or an officer or employee of the Bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
2. That the attached Bid(s) has been arrived at by the Bidder independently and have been submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor or materials, supplies, equipment, or service described in the Invitation for Bids, designed to limit independent bids or competition;
3. That the contents of the Bid or Bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished with the Bid or Bids, and will not be communicated to any such person prior to the official opening of the Bid or Bids; and
4. That I have fully informed myself regarding the accuracy of the statements made in the affidavit:

Signed

Firm Name

Subscribed and sworn to before me this __ day of _____, 20

Notary Public

My Commission expires _____, 20

Bidder's E.I. Number _____(number used on Employer's Quarterly Federal Tax Return)

ATTACHMENT H: FEDERAL LOBBYING CERTIFICATION

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

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of ANY federal contract, the making of any federal grant, 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

By: _____
(Signature of Company Official)

(Date)

(Official's Title)

ATTACHMENT I: BUY AMERICA CERTIFICATION

This procurement is subject to the Federal Transit Administration requirements in 49 CFR Part 661. A Buy America Certificate, as shown below, must be completed and submitted with the bid. A bid, which does not include the certificate, shall be considered non-responsive.

Certification of Compliance with Section 165(a)

The Bidder hereby certifies that it shall comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations in 49 CFR Part 661.11.

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

Certification of Non-Compliance with Section 165(a)

The Bidder hereby certifies that it cannot comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, but it may qualify for an exception to the requirement pursuant to section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act and regulations in 49 CFR Part 661.7.

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

ATTACHMENT J: FIRM DATA SHEET

The prime contractor is responsible for submitting the information requested below on all firms on the project team, both prime and all subconsultants. All firms are to be reported on one combined sheet unless the number of firms requires the use of an additional sheet. Failure to submit complete data will result in the Bid not being considered.

Company's Full Legal Name										
Doing Business As (DBA)										
Firm's Address										
City	State	Zip Code								
Telephone Number	Fax Number	E-mail Address								
Contact Name (First & Last)										
Product/ Service Category		Age of Firm								
Firm's DBE* Status: DBE <input type="checkbox"/> Certification expiration date _____ Gender: Male <input type="checkbox"/> Female <input type="checkbox"/> Ethnicity: Black American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Non-minority women <input type="checkbox"/> Native American <input type="checkbox"/> Other <input type="checkbox"/> _____ Subcontinental Asian American <input type="checkbox"/>										
Non-DBE <input type="checkbox"/> SWaM *Status WBE <input type="checkbox"/> MBE <input type="checkbox"/> SBE <input type="checkbox"/> Certification # _____ Certification Expiration Date _____ <small>*Disadvantaged Business Enterprise (DBE) Certification by VDOT only</small>										
Annual Gross Receipts For the Firm's fiscal year ending _____ (Date) PLEASE CHECK THE APPROPRIATE BRACKET <table style="width: 100%; margin-top: 10px;"> <tr> <td><input type="checkbox"/> <i>Less than \$100,000</i></td> <td><input type="checkbox"/> <i>\$1 million to \$2 million</i></td> </tr> <tr> <td><input type="checkbox"/> <i>\$100,000 to \$250,000</i></td> <td><input type="checkbox"/> <i>\$2 million to \$5 million</i></td> </tr> <tr> <td><input type="checkbox"/> <i>\$250,000 to \$500,000</i></td> <td><input type="checkbox"/> <i>\$5 million to \$10 million</i></td> </tr> <tr> <td><input type="checkbox"/> <i>\$500,000 to \$1 million</i></td> <td><input type="checkbox"/> <i>\$10 million or greater</i></td> </tr> </table>			<input type="checkbox"/> <i>Less than \$100,000</i>	<input type="checkbox"/> <i>\$1 million to \$2 million</i>	<input type="checkbox"/> <i>\$100,000 to \$250,000</i>	<input type="checkbox"/> <i>\$2 million to \$5 million</i>	<input type="checkbox"/> <i>\$250,000 to \$500,000</i>	<input type="checkbox"/> <i>\$5 million to \$10 million</i>	<input type="checkbox"/> <i>\$500,000 to \$1 million</i>	<input type="checkbox"/> <i>\$10 million or greater</i>
<input type="checkbox"/> <i>Less than \$100,000</i>	<input type="checkbox"/> <i>\$1 million to \$2 million</i>									
<input type="checkbox"/> <i>\$100,000 to \$250,000</i>	<input type="checkbox"/> <i>\$2 million to \$5 million</i>									
<input type="checkbox"/> <i>\$250,000 to \$500,000</i>	<input type="checkbox"/> <i>\$5 million to \$10 million</i>									
<input type="checkbox"/> <i>\$500,000 to \$1 million</i>	<input type="checkbox"/> <i>\$10 million or greater</i>									
FOR OFFICE USE ONLY										
Department		Request Date								
PO#										
Contractor <input type="checkbox"/> Sub-contractor <input type="checkbox"/>		Contract Goal Yes ___ No ___								

ATTACHMENT K: GOOD FAITH EFFORT

1. GRTC has established a 5.5% DBE contract goal on this contract. Therefore, a bidder must, in order to be responsible and/or responsive, make a good faith effort to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
2. GRTC will use the good faith efforts mechanism as required by 49 CRF part 26. It is up to GRTC to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. GRTC will consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. As emphasized by the Department of Transportation, GRTC's determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
3. GRTC will not require that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith effort showing. The rule specifically prohibits GRTC from ignoring bona fide good faith efforts.
4. The following is a list of types of actions that GRTC will consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
 - a. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
 - b. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

**ATTACHMENT K: GOOD FAITH EFFORT
(continued)**

- c. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- d. Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

- e. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.
- f. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- g. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- h. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

ATTACHMENT L: DBE LETTER OF INTENT

To: _____
(Name of Prime Bidder)

The undersigned intends to perform work in connection with the above project as a DBE (check one)

_____ Individual _____ Corporation
_____ Partnership _____ Joint Venture.

The Disadvantaged Business status of the undersigned is confirmed:
(a) on the reference list of Disadvantaged Business Enterprises dated _____, or
(b) on the attached Disadvantaged Business Enterprise Identification Statement.

The undersigned is prepared to perform the following work in connection with the above project (Specify in detail particular work items or parts thereof to be performed):

At the following price:

You have projected the following commencement date for such work, and the undersigned is projecting completion of such work as follows:

Items	Projected Commencement Date	Projected Completion Date
_____	_____	_____
_____	_____	_____

The above work will not be sublet to a non-Disadvantaged Business Enterprise at any tier. The undersigned will enter into a formal agreement for the above work with you, conditioned upon your execution of a contract with GRTC.

Date _____
Name of Disadvantaged Business Enterprise

By _____

ATTACHMENT M: DBE AFFIDAVIT

STATE OF _____ (Date _____)
COUNTY OF _____

The undersigned being duly sworn, deposes and says that he/she is the

(sole owner, partner, president, treasurer or other duly authorized official of a corporation) of

(Name of DBE)

and certifies that since the date of its certification by VDOT (Virginia Department of Transportation), the certification has not been revoked nor has it expired nor has there been any change in the minority status of

(Name of DBE)

(Signature and Title of Person Making Affidavit)

Sworn to before me this _____ day of _____, 20_____

(Notary Public)

NOTE: The offeror must attach the DBE's most recent certification letter or document to this affidavit.

ATTACHMENT N: DBE UNAVAILABLE CERTIFICATION

I, _____, _____
(Name) (Title)

of _____ certify that on _____
(Prime Bidder) (Date)

I contacted the following Disadvantaged Business Enterprise to obtain a bid for the following work items.

<u>Disadvantaged Contractor</u>	<u>Work Items Sought</u>	<u>Form of Bid Sought (i.e., unit price, materials & labor, labor only, etc.)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

To the best of my knowledge and belief, said Disadvantaged Business Enterprise was unavailable for work on this project, or unable to prepare a bid for the following reason(s):

Signature: _____

Date: _____

_____ was offered an opportunity to bid on
(Name of Disadvantaged Business Enterprise)

the above identified work on _____ by _____.
(Date) (Source)

The above statement is a true and accurate account of why I did not submit a bid on this project.

(Signature of Disadvantaged Business Enterprise)

(Title)

Date: _____

ATTACHMENT O: SWAM PROGRAM PARTICIPATION - GOOD FAITH EFFORT
(For information only – not to be returned)

1. GRTC has established a 0% contract goal on this contract. Therefore, a bidder must, in order to be responsible and/or responsive, make a good faith effort to meet the goal. The bidder can meet this goal in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by SWAM firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a SWAM goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient SWAM participation, even if they were not fully successful.
2. GRTC shall make a fair and reasonable judgment as to whether a bidder that did not meet the goal made good faith efforts. GRTC will consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain SWAM participation sufficient to meet the SWAM contract goal. Mere pro forma efforts are not good faith efforts to meet the SWAM contract requirements. GRTC's determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
3. GRTC will not require that a bidder meet a contract goal (i.e., obtain a specified amount of SWAM participation) in order to be awarded a contract, but the bidder must demonstrate adequate good faith efforts to meet the contract goal. GRTC will not ignore bona fide good faith efforts.
4. The following is a list of types of actions that GRTC will consider as part of the bidder's good faith efforts to obtain SWAM participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
 - a. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified SWAMs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the SWAMs to respond to the solicitation. The bidder must determine with certainty if the SWAMs are interested by taking appropriate steps to follow up initial solicitations.
 - b. Selecting portions of the work to be performed by SWAMs in order to increase the likelihood that the SWAM goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate SWAM participation, even when the contractor might otherwise prefer to perform these work items with its own forces.

ATTACHMENT O: SWAM GOOD FAITH EFFORT
(continued)

- c. Providing interested SWAMs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- d. Negotiating in good faith with interested SWAMs. It is the bidder's responsibility to make a portion of the work available to SWAM subcontractors and suppliers and to select those portions of the work or material needs consistent with the available SWAM subcontractors and suppliers, so as to facilitate SWAM participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of SWAMs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for SWAMs to perform the work.

A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including SWAM subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using SWAMs is not in itself sufficient reason for a bidder's failure to meet the contract SWAM goal, as long as such costs are reasonable. Also, the ability or desire of a contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Contractors are not, however, required to accept higher quotes from SWAMs if the price difference is excessive or unreasonable.

- e. Not rejecting SWAMs as being unqualified without sound reasons based on a thorough investigation of their capabilities. Membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.
- f. Making efforts to assist interested SWAMs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- g. Making efforts to assist interested SWAMs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- h. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of SWAMs.

ATTACHMENT P: SWAM LETTER OF INTENT

(Name of Bidder)

is committed to using the SBE, WBE and/or MBE-certified businesses listed below in the performance of the contract resulting from this solicitation.

Instructions to Prime Bidder: List the names of the SWAM businesses your firm intends to use during the performance of this contract. State whether each business is a SBE, WBE or MBE. Briefly identify the role of each business in the performance of the contract, and the amount (i.e., dollar value) of the work to be performed by each business. Use additional pages if necessary.

<u>Name of Businesses:</u>	<u>SBE, WBE or MBE</u>	<u>Role in contract</u>	<u>Amount (\$)</u>
----------------------------	------------------------	-------------------------	--------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Total Commitment for Utilization of SWAM Businesses:

\$ _____, representing _____ % of the total bid price.

Offeror understands and acknowledges that the percentages stated above represent a commitment by the Offeror to utilize SWAM businesses.

Date _____

Signature

Name/ Title (Print)

ATTACHMENT Q: SWAM AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned being duly sworn, deposes and says that he/she is the _____
_____ (sole owner, partner, president,
treasurer or other duly authorized official of a corporation) of _____
_____ (Name of SWAM firm)

which intends to perform the following work on this contract: _____

(Brief description of role in contract / work to be performed)

at a cost of \$ _____ (Amount).

The undersigned certifies that:

_____ (Name of SWAM firm) is currently certified by the VDMBE as a SBE, WBE or MBE. The undersigned also certifies that since the date of its certification by VDMBE, the certification has not been revoked, nor has it expired, nor has there been any change in the status of the firm that would change the firm's certification.

(Signature)

(Name, Printed)

Sworn to before me this _____ day of _____, 20_____

(Notary Public)

NOTE: The Offeror must attach a copy of the SWAM's most recent certification letter or document to this affidavit.

ATTACHMENT R: SWAM UNAVAILABLE CERTIFICATION

I, _____; _____
(Name) (Title)

of _____ certify that on _____
(Bidder) (Date)

I contacted the following SWAM to obtain a bid for the following work items.

_____ (Name of SWAM firm)

Work Items: _____

To the best of my knowledge and belief, said SWAM firm was unavailable for work on this project, or unable to prepare a bid for the following reason(s):

_____ Date: _____

(Signature of Bidder)

Section Below Must Be Completed by SWAM firm listed above

_____ was offered an opportunity to bid on
(Name of SWAM)

the above identified work on _____ by _____
(Date) (Source)

The above statement is a true and accurate account of why I did not submit a bid on this project.

_____ Date: _____

(Signature of SWAM)

(Title)

ATTACHMENT S: GRTC TERMS AND CONDITIONS

1. Applicability and Federal Grant Contract

This Agreement between Contractor and GRTC is subject to financial assistance provided by the U.S. Department of Transportation, the Virginia Department of Rail and Public Transportation, and the City of Richmond. Contractor is required to comply with all terms and conditions prescribed in third party contracts in the grant contract between the U.S. Department of Transportation and GRTC.

New federal, state, and local laws, regulations, ordinances, rules, policies, and administrative practices may be established after the date this Agreement is established and may apply to this Agreement. To achieve compliance with changing requirements, Contractor agrees to accept all changed requirements that apply to this Agreement and require subcontractors to comply with revised requirements as well. Changed requirements will be implemented through the Change Order procedures detailed in Section **Error! Reference source not found.** of the Cover Agreement.

2. Interest of Members or Delegates of Congress

In accordance with 41 U.S.C. Section 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of its performance under this Agreement or any benefit derived therefrom.

3. No Federal Government Obligations to Third Parties

Contractor agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any subrecipient, any third party Contractor, or any person not a party to the Grant Agreement or Cooperative Agreement in connection with the performance of the Project. Notwithstanding that the Federal Government may have concurred in or approved any solicitation, subagreement, or third party contract, the Federal Government has no obligations or liabilities to any party, including any subrecipient or any third party Contractor.

4. Program Fraud and False or Fraudulent Statements or Claims

- A. 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, 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, 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 Contractor to the extent the Federal Government deems appropriate.
- B. 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 Contractor, to the extent the Federal Government deems appropriate.
- C. 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.

5. Access to Records and Reports

- A. Contractor agrees to provide GRTC, 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 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.
- B. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- C. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- D. 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).
- E. FTA does not require the inclusion of these requirements in subcontracts.

6. Federal Changes

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 Master Agreement between GRTC 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.

7. Civil Rights Requirements

- A. 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.
- B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - 1) 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.

- 2) 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.
- 3) 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.

C. 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.

8. Disadvantaged Business Enterprises (DBEs)

- A. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 8.6%. A separate contract goal of 10% DBE participation has been established for this procurement.
- B. It is the policy of GRTC that DBEs as defined in 49 CFR Part 26 shall have a level playing field to compete fairly for DOT-assisted contracts. Contractor shall take all necessary and reasonable steps to ensure that DBEs have a level playing field to compete for and perform services on the contract, including participation in any subsequent supplemental contracts. If Contractor intends to subcontract a portion of the Services on the project, Contractor is encouraged to contact DBEs to solicit their interest, capability and qualifications.
- C. It is the policy of GRTC to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions. Therefore, GRTC encourages Contractor to use DBE financial institutions whenever possible.

9. Contract Assurance

Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by 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 GRTC deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph.

10. Prompt Payment

- A. Contractor is required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- B. Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after Contractor's receipt of payment for that work from GRTC. In addition, Contractor may not hold retainage from its subcontractors. This clause applies to both DBE and non-DBE subcontractors.
- C. Contractor must promptly notify GRTC, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of GRTC.

11. Energy Conservation Requirements

Contractor agrees to comply with the mandatory energy efficiency 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.

12. Clean Air

- A. 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.* Contractor agrees to report each violation to GRTC and understands and agrees that GRTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. 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.

13. Clean Water

- 1. 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. Subsection 1251 *et seq.* Contractor agrees to report each violation to GRTC and understands and agrees that GRTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- 2. 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.

14. Recycled Products

Contractor agrees to comply with all 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.

15. Debarment, Suspension and Other Responsibility Matters

- A. This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, Contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.
- B. Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

- C. By signing this Agreement, Contractor provides a signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered transactions.
- D. The signed certification is a material representation of fact relied upon by GRTC. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to remedies available to GRTC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this Agreement is valid and throughout the period of performance. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

16. Lobbying

- A. Contractor agrees that it will not use Federal assistance funds to support lobbying.
- B. Contractor agrees to comply, and assure the compliance of subcontractors, with U.S. DOT regulations, "New Restrictions on Lobbying," 49 CFR Part 20, modified as necessary by 31 U.S.C. § 1352.
- C. Contractor agrees to comply with Federal statutory provisions to the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence Congress or a State legislature on legislation or appropriations, except through proper, official channels.
- D. No appropriated funds may be expended by the recipient of a federal contract, grant, loan, or cooperative agreement to pay any employee of any agency, member of congress, or an officer or employee of congress in connection with any of the following covered federal actions: the awarding of federal grants; the making of any federal loan; the entering into of any cooperative agreement; the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- E. Contractor agrees that it has reviewed the above regulations and submitted with its proposal a certification of compliance with federal lobbying regulations. Pursuant to federal regulations, Contractor is required to have all subcontractors providing more than \$100,000 in services to also complete this certification.

17. Fly America

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. 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. Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

18. Disputes, Breaches, Defaults, or Other Litigation

The Contractor 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 – GRTC shall notify FTA of any current or prospective major dispute, breach, default, or litigation that may affect the Federal Government's interests in the project or the Federal Government's administration or enforcement of Federal laws or regulations. If GRTC seeks to name the Federal Government as a party to litigation for any reason, in any forum, GRTC shall inform FTA before doing so.

- B. Federal Interest in Recovery – 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, except that GRTC may return any liquidated damages recovered to its project account in lieu of returning the Federal share to the Government.
- C. Enforcement – GRTC agrees to pursue all legal rights provided within any third party contract.
- D. FTA Concurrence – FTA reserves the right to concur in any compromise or settlement of any claim involving the project and GRTC.
- E. Alternative Dispute Resolution – FTA encourages GRTC to use alternative dispute resolution procedures, as may be appropriate.

19. Seismic Safety Requirements

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. 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.

20. Incorporation of FTA Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, 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. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any GRTC requests which would cause GRTC to be in violation of the FTA terms and conditions.

21. Americans with Disabilities Act

Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA) 42 USC § 11401 et sec: Section 504 of the Rehabilitation Act of 1973, as amended, 19 USC § 792, 49 USC § 5301(d); and the Federal Regulations including any amendments thereto: 49 CFR Part 27, 49 CFR Part 38; 28 CFR Part 35; 28 CFR Part 36; 41 CFR Subpart 101-19; 29 CFR Part 1630; 47 CFR Part 64, Subpart F; and 49 CFR Part 609.

22. Termination and Cancellation

1. GRTC Rights of Termination – GRTC may terminate this Agreement at its sole discretion and for any or no reason upon 30 days' prior written notice to Contractor. The parties understand and agree that GRTC's ability to make payments under this Agreement is subject to and dependent upon financial assistance provided by the U.S. Department of Transportation, the Virginia Department of Rail and Public Transportation, and the City of Richmond, Virginia. The parties further understand and agree that if any of these governmental entities withdraws, reduces, or limits expected or actual funding to any extent, GRTC may, upon written notice to Contractor, immediately terminate this Agreement in whole or in part.

2. Right to Cancel for Default – Either party may cancel this Agreement effective immediately upon written notice to the other in the case of the bankruptcy, insolvency or appointment of custodian, receiver, trustee or liquidator of the other party, or a breach by the other party of any of the terms and conditions of this Agreement, without prejudice to any other rights or remedies the non-breaching party may have, provided the breaching party fails to remedy such breach within 30 days of receiving notice of such breach.

In the event either party shall engage the services of an attorney or other professional due to the default of the other party, the defaulting (non-prevailing) party shall pay all legal costs and fees, including reasonable attorney fees, incurred by the non-defaulting (prevailing) party in enforcing its rights. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Examples of such clauses include, but are not limited to, (1) Acts of God or of the public enemy, (2) acts of the Government in its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if such default arises out of causes beyond the control of the Contractor and subcontractor, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

3. Effect of Termination or Cancellation – When Contractor receives notice of termination or cancellation, it shall (a) discontinue its provision of Goods or Services in accordance with GRTC's instructions, (b) not place further orders or enter into further subcontracts relating to the terminated Goods or Services, (c) to the extent possible, terminate all existing orders with its Contractors and any subcontractors, and (d) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the consent of GRTC's Contract Administrator or other expressly designated representative.

Upon termination, Contractor shall be entitled to (a) the compensation payable hereunder (but not yet paid) for Services rendered and conforming Services supplied through the effective date of termination and (b) the reasonable costs incurred by Contractor to terminate any executory subcontracts and to demobilize (the "Termination Payment"); provided, however, in no event shall the sum of any compensation previously paid and the Termination Payment exceed the compensation that would have otherwise been payable absent such a termination by GRTC. The Termination Payment shall not include any compensation for unabsorbed overhead or lost profits. Except for such Termination payment, GRTC's obligation to compensate Contractor for Goods or Services shall be deemed to have been discharged upon termination.

After termination or cancellation, GRTC shall have no further liability other than to pay for Services performed and Goods delivered prior to the effective date of termination or cancellation. Neither termination nor cancellation shall affect any rights either party may have with respect to any Goods delivered or Services performed prior to termination or cancellation, any pending dispute, or any rights either party may have with respect to any breach occurring prior to termination or cancellation.

23. Buy America

The Contractor agrees to comply with 49 U.S.C. § 5323(j), with FTA regulations, "Buy America Requirements," 49 CFR Part 661, and with implementing guidance FTA may issue.

The equipment to be purchased for this Contract is subject to the Federal Transit Administration Buy America Requirements in 49 CFR 661. The Contractor agrees that it has completed the Buy-America Certification made part of the Request for Proposals, and certifies that the products subject to this section used in connection with this Contract will comply with the requirements of Section 165 and the regulation as set forth. The Contractor understands that a false certification is a criminal act and in violation of 18 U.S.C. 1001. Willful refusal to comply with the certification by a Contractor may lead to initiation of debarment proceedings under 49 CFR Part 29.

24. Cargo Preference – Use of U.S. Flag Vessels or Air Carriers

The Contractor agrees to comply with U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 CFR Part 381, to the extent those regulations apply to the project. The Contractor also agrees:

To utilize privately owned United States Flag Commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to the section, to the extent such vessels are available at fair and reasonable rates to United States Flag Commercial vessels.

To furnish within thirty days following the date of loading for shipments originating within the United States, or within thirty working days following the date of loading for shipment 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 paragraph one above to the recipient (through the prime Contractor in case of sub-Contractor Bills-of Lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 7th Street, S.W., Washington, D.C. 20590, marked with appropriate identification of the project.

25. Davis Bacon and Copeland Anti-Kickback Acts

A. Minimum wages

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

2. (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.

3. 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.
4. 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.
4. (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 therefore only when the following criteria have been met:
 - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage

and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination 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.

B. Withholding - GRTC 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, GRTC 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.

C. Payrolls and basic records

1. 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.

2. (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to GRTC 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 23.C.2.(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.

3. The contractor or subcontractor shall make the records required under paragraph 23.C.1. 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.

D. Apprentices and trainees

1. 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.

2. 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.
3. Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

- E. 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.
- F. 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.

- G. 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.
- H. 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.
- I. 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.
- J. Certification of eligibility
 - 1. 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).
 - 2. 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).
 - 3. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

26. Contract Work Hours & Safety Standards Act

- A. 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.
- B. Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph A of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph A 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 A of this section.
- C. Withholding for unpaid wages and liquidated damages - GRTC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph B of this section.
- D. Subcontracts – The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D of 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 paragraphs A through D of this section.

