**INVITATION FOR BID**

**DESIGN BUILD PROJECT**

**MINERAL COUNTY PIONEER COUNCIL**

**Issued By:**

**Mineral County Pioneer Council**

**P.O. Box 10**

**St. Regis, MT 59866**

**406-327-8707 or 406-822-5915( phone)**

**406-327-8711(fax)**

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# 1. INVITATION FOR BID

**Project Title:** Mineral County Pioneer Council Bus Barn and Operations Center

**Issuing Agency:**

Mineral County Pioneer Council

P.O. Box 10

St. Regi, MT 59866

406-327-8707 (phone)

406-327-8711 (fax)

**Contact Person:** Lyn Hellegaard Board Chair or Monte Turner, Board Vice-Chair

**Timeline:** To be completed by August 31, 2023

**Legal Notice/Ad:** July 13, 2022

**Mandatory Pre-bid Walk Through:** September 22, 2022 at 11:30 am at the building site Parcel B of Section 35, N.17N., R26W., P.M.M., town of Superior Montana 59872

**Bidding Closes:** August 31, 2022 at 4:00 pm MST. Have bids turned in to Monte Turner, MCPC, 28 Edgewater Lane, Superior, MT 59872

**Bids Opened:** September 1, 2022 at 10:00 am at the St. Regis Senior Center, 1302 St. Regis Street, St. Regis, MT 59866

# 2. GENERAL INFORMATION FOR THE CONTRACTOR

## 2.1 Purpose

This Invitation for Bid (IFB) provides prospective contractors with information to enable them to submit qualifications and prepare proposals for consideration by Mineral County Pioneer Council (hereafter referred to as MCPC) for professional construction services to construct a Bus Storage Barn and Business Operations Center located on the south side of Moats Lane in Superior, MT 59872. The north cross street is McKinley Avenue, but it does not go all the way through. The south of the property is next to Interstate 90 right of way. The parcel is located in Superior, MT in Mineral County (Parcel B of Section 35, Township North 17 North, Range 26 West P.M.M., town of Superior, Montana within Mineral County) The selected contractors will provide bid specification, bid the project including a Mandatory Walk-Through and is welcome to be on hand when bids are opened. Construction administration and inspection services may be required of the contractor during the construction phase and these services, if required, will be negotiated at a later date and costs for these services should not be included in any response to this request for proposals.

## 2.2 Type of Contract

If a contract results from this IFB it will be a Firm-Fixed Price contract, with the fixed fee contingent upon all work completed. The successful proposer shall furnish a performance bond or letter of credit to MCPC. The Federal Transit Administration (FTA 4220.1D) requires performance and payment bonds for construction or facilities improvement contracts over $100,000. Minimum requirements include a performance bond of fifty (50% of the contract amount, and a payment bond assuring payment of all persons furnishing labor and materials of ten percent (10%) of the contract amount. The bond or letter of credit shall be in a form satisfactory to MCPC and in compliance with FTA Circular 4220.1D. The bond shall be on a Surety, licensed to do business in the State of Montana with a Key Best Rating of “A” or better.

## 2.3 Requests for Clarification or Modification

Any such request(s) for clarifications or modifications of specifications of this IFB must be received by MCPC in writing, fourteen (14) days before the scheduled date of the proposal submission to allow analysis of the request. Such requests are due by 3:00 pm MST, August 17, 2022. Response to all requests will be distributed to all prospective proposers of record via addendum to the IFB.

A proposer may discuss the specifications of this IFB with MCPC. Such discussions do not, however, relieve proposers from the responsibility of submitting written, documented requests as required by these procedures. Discussions are not binding upon MCPC unless reduced to writing and distributed to all participants by MCPC.

MCPC must make a determination of each proposer’s request under this procedure in writing. That written determination must be mailed or otherwise furnished to the proposer no later than ten (10) calendar days before the date scheduled for the submission proposal.

## 2.4 Proposal Discrepancies

MCPC reserves the right to waive minor discrepancies or to reject proposals because of minor discrepancies as it sees fit.

## 2.5 Compliance with Proposal Documents

All proposals shall fully comply with all conditions and requirements contained in the proposal documents. Conditional proposals or those that take exception to the specifications may be considered non-responsive and rejected.

## 2.6 Proposal Content

This Request for Proposal represents the requirements for an open and competitive process. There will be a Mandatory Pre-Bid walk through on September 22, 2022 at the building site. Proposals will be accepted until August 31, 2022 at 4:00 pm. Any proposals received after this date and time will be returned to the sender. All proposals must be signed by an official agent or representative of the company submitting the proposal. Proposal to include a Cover Letter, itemized costs and an explanation of all fees and costs.

Contractor and Subcontractors will be responsible for acquiring all permits including, but not limited to, gas, electric and sewer permits as needed.

## 2.7 Understanding of the Project

A demonstration of the contractor’s understanding of the scope of service, summarizing the key activities to be undertaken and explaining how MCPC’s needs will be fulfilled. Discuss important considerations of the project and how the contractor will address them. The contractor, MCPC and appointed designee, will manage the project.

## 2.8 Work Force

If the organization submitting the IFB must outsource or contract any work to meet the requirements contained herein, this must be clearly stated in the proposal. Additionally, all costs included in proposals must be all-inclusive to include any outsourced or contracted work. Any proposals which call for outsourcing or contracting work must include a name and description of the organizations being contracted including what portion of the work they will be responsible for completing. For subcontractor(s) proposed to work on the project state their full name and address, indicate whether they operate as an individual, partnership, etc., and, if appropriate, whether subcontractor(s) are licensed to do business in the State of Montana.

## 2.9 Comparable Projects

List and describe the companies’ comparable projects completed in the last five years, with brief description, owner, location of the job, contact person, and telephone number. Provide a minimum of 3 references to projects of similar scope. Include scope and schedule that demonstrate the capacity of the firm to do this job. Describe recent experience meeting schedules and budgets. Submittals also may include a few selected projects pre-dating the five-year period that the company deems appropriate to reflect their overall experience. Provide a description of project budgeting, cost estimating, and results on related projects.

## 2.10 Timeline

A proposed timeline, with milestones, shall be included which shows project completion by August 31, 2023.

## 2.11 Statement of Qualifications

Include project descriptions, costs and time intervals of similar projects successfully completed.

## 2.12 Additional Information and Comments

Include any other information that is believed to be pertinent but not specifically asked for elsewhere.

## 2.13 Mineral County Pioneer Council Staff Participation

Project Manager must meet with MCPC key personnel upon request or, at minimum, every fourteen (14) days to give progress updates.

## 2.14 Payment Schedule

All invoices, including both contractor and subcontractor invoices, along with the lien release, are to be submitted, in person, to MCPC key personnel by the Project Manager. MCPC architect/consultor will then initiate a walk-through inspection. Payment will be made no longer than thirty (30) days after final approval by MDT.

## 2.15 Evaluation of Proposals

Contract terms and conditions will be negotiated upon selection of winning bidder for this IFB. All contractual terms and conditions will be subject to review by Montana Department of Transportation (MDT) and MCPC and will include scope, budget, schedule, and other necessary items pertaining to the project.

MCPC will do a written score sheet while reviewing bids to ensure all Bidders meet criteria. Bidders are welcome to be present during the opening of the bids or will be notified of the outcome.

Contract will be awarded within 10 days of MDT approval.

## 2.16 Relevant experience and qualifications of the Subcontractors

Required technical and cost information to be submitted in the proposal must be correct, complete, and verifiable. The proposer may be required to submit supporting documentation on the technical aspects and cost. MCPC expects all proposers to fully cooperate with its evaluation process.

Included in the information provided by the proposer in response to sections 2.8 and 2.9 will be a list of proposed subcontractors and the years of experience held with similar projects.

Contractor is responsible for the subcontractors bonding and, insurance and experience.

## 2.17 DBE

The committee will review the proposers use of DBE. MCPC’s expected goal for this project is 0.7%.

## 2.18 Incurring Costs

MCPC is not liable for any costs incurred by proposers prior to issuance of a contract.

## 2.19 Response Date

To be considered, proposals must arrive at the MCPC Vice President’s home:

Monte Turner, Vice President

MCPC

28 Edgewater Lane

Superior MT 59872

(406) 822-5915

on or before August 31, 2022 at 4:00 pm MST. Contractors mailing proposals should allow normal mail delivery time to assume timely receipt of their proposals.

## 2.20 Proposals

Each original proposal must be submitted with four (4) copies to MCPC. The Contractor may make no other distribution. All proposals must be signed by the Contractor or a legal representative. Proposals must include a statement as to the period during which the proposal remains valid. For this IFB this period must be at least ninety days (90).

## 2.21 Proposer Responsibilities

The selected proposers will be required to assume responsibility for all service offered in their proposal, including services by subcontractors, regardless of who produces them. The contractor must obtain a set of State approved A & E plans which meet 42 U.S.C. Section 7701 *et seq*., and DOT regulations, “Seismic Safety”,49 CFR Part 41 at Section 41.117 and 41.120, implementing the Earthquake Hazards Reduction Act of 1977, as amended 42 U.S.C. Sections 7701 *et seq*., as well as meet requirements of the Americans with Disability Act of 1990 (ADA), as amended, 42 U.S.C. Sections 12101 *et. seq*., including 49 CFR Part 37. Plans will also meet the Clean Air Act, as amended, 42 U.S.C. §§ 7401, *et. seq*. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et, seq*.

Further, MCPC will consider the Project Manager to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

## 2.22 Proposal Acceptance

Each proposal will be submitted with the understanding that the acceptance in writing by MCPC of the offer to furnish the services described herein will constitute a contract between the proposer and MCPC. The contract will bind the proposer to furnish and deliver at the negotiated price, and in accordance with conditions of said accepted proposal. MCPC reserves the right to withhold a percentage of the proposal to assure correction of the final design and bid documents. Any corrections needed will be described and submitted in writing to the proposer within the one hundred sixty (160) day withholding period. The withheld funds will be paid in full to the proposer upon resolution of the difficulties. The problems will be considered resolved when the MCPC Evaluation Committee deems the project as successfully completed.

## 2.23 Contract Final Payment

Final 10% payment of the withheld funds will be made within one hundred sixty (160) days following the acceptance of the project by MCPC, Montana Department of Transportation (MDT) and FTA Region VIII offices.

## 2.24 Proposal Withdrawal

Each and every proposer who submits a bid proposal specifically waives any right to withdraw it except as hereinafter provided. Proposers will be given permission to withdraw and proposal after it has been deposited with MCPC provided the proposer makes his request by telephone, telegraph or in writing, (24) hours before the time fixed for proposal opening. Requests for withdrawal made by telephone or telegraph must be confirmed in writing by the proposer and must reach the agency no later than one hour prior to the deadline fixed for submission of proposals.

The bid proposal must remain in effect for ninety (90) days after the date fixed for proposal opening.

## 2.25 Bid Award

MCPC reserves the right to accept any bid proposal, or to reject any or all proposals, or to award the contract for the purchase of the services on such basis as MCPC deems to be in its best interest.

## 2.26 State and Federal Clauses

MCPC is under contract with the Department of Transportation to use Federal Transit Administration funds on this project. The agreement between MCPC and MDT must be followed by the successful bidder on this project. This agreement contains references to FTA clauses that also must be followed by the successful bidder.

# 3. AREA DESCRIPTION AND PROBLEM DEFINITION

The Mineral County Pioneer Council Transit’s future location is the lots located at NHN McKinley Avenue in between Moat Lane, Montana Department of Transportation Interstate 90 Right-of-Way and Mineral Community Hospital in Superior, MT.

The invitation for bidding on the new facility will be a detailed specifications list in Section 4 SCOPE OF SERVICES in the bid document. Once bids are secured MCPC, with approval of MDT, will authorize construction to proceed.

A MANDATORY PRE-BID walk through will be held on September 22, 2022 at 11:30 am, at the future location of the Mineral County Pioneer Council Transit Facility, corner of Moat Lane and McKinley Avenue, in Superior, MT.

## 3.1 Termination of Convenience

MCPC reserves the right to terminate this project at any time according to the procedures in the following Section 3.2.

## 3.2 Termination Procedures

MCPC shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

After receipt of a Notice of Termination, and except as directed by MCPC, the Contractor shall immediately:

1. Stop work as specified in the Notice
2. Place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
3. Terminate all subcontracts to the extent they relate to the work terminated.
4. Assign to MCPC, as directed by it, all right, title, and interest of the Proposer under the subcontracts terminated, in which case MCPC shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
5. With approval or ratification to the extent required by MCPC, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification shall be final for purposes of this clause.
6. Complete performance of the work not terminated.
7. Take any action that may be necessary, or that MCPC may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which MCPC has or may acquire an interest.

Settlement of claims under this Termination for Convenience clause shall be in accordance with paragraphs (c) through (m) of the clause contained in the Federal Acquisition Regulation (FAR), Part 52, subpart 52.249-2, except that wherever the word “Government” or “Contracting Officer” appears it shall be deleted and the word “MCPC” shall be substituted in lieu thereof.

## 3.3 Default – Service Contracts

a. MCPC may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Proposer fails to:

1. Deliver the supplies or to perform the services within the time specified in this contract or any extension.

2. Make progress, so as to endanger performance of this contract; or

3. Perform any of the other provisions of this contract.

MCPC’s right to terminate this contract under (2) and (3) above may be exercised if the Proposer does not cure such failure within ten (10) days, or more if authorized in writing by MCPC after receipt of the notice from MCPC specifying the failure.

b. If MCPC terminates the contract in whole or in part, it may acquire, under the terms and in the manner MCPC considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to MCPC for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

c. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for an excess cost if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Proposer. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either 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.

d. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and the subcontractor, valid without the fault of negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

e. If this contract is terminated for default, MCPC may require the Contractor to transfer title and deliver to MCPC, as directed by MCPC, and (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as “manufacturing materials” herein) that the contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of MCPC, the Contractor shall also protect and preserve property in its possession in which MCPC has an interest.

f. MCPC shall pay contract price for the completed supplies delivered and accepted. The Proposer and MCPC shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. MCPC may withhold from these amounts any sum MCPC determines to be necessary to protect MCPC against loss, because of outstanding liens or claims of former lien holders.

g. If, after termination, it is determined that the Proposer was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination has been issues for the convenience of MCPC.

h. The rights and remedies under this clause are in addition to any other rights and remedies provided by law or under this contract.

## 3.4 Disputes

a. “Claim”, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising from or relating to this contract. A claim arising under the contract is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under this clause, but may be converted to a claim if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

b. A claim by the Contractor shall be made in writing and submitted to MCPC for a written decision. The Contractor shall submit with the claim a certification that (1) the claim is made in good faither, (2) supporting data are accurate and complete to the best of the Contractor’s knowledge and belief, and (3) the amount requested accurately reflects the contract adjustment for which the Contractor believes MCPC is liable. A claim by MCPC against the Contractor shall be subject to a written decision by MCPC.

c. MCPC shall render a decision within sixty (6) days of the request or notify the Proposer of the date by which the decision will be made. MCPC’s decision shall be final unless the Contractor appeals, or files suit as provided in the Contract Disputes Act of 1978 (41 USC 601-613).

d. At the time a claim is submitted by either party, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternative dispute resolution procedures, the certificate described in paragraph (b) shall accompany any claim.

e. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of MCPC.

# 4. SCOPE OF SERVICES

## 4.1 Introduction

a. All work shall be in accordance with circular DEQ 4

b. The purpose of this part of the IFB is to describe the desired scope of services to be performed by the Contractor and Subcontractor(s).

c. Project must comply with all FTA Assurance and Clauses pertaining to Master Agreement such as the Buy America Program.

d. Prior to construction of drain field, installer is to verify that septic system and all components will meet all required offsets and notify appropriate parties of any discrepancies. Installer is to verify that all wastewater treatment shall meet the requirements set forth by DEQ.

e. All system components will be buried, covered, and insulated to prevent malfunction. Use insulated PVC risers and/or rigid PVC insulation where required. Transportation line shall have 1” of insulation per foot of burial less than 7.5 ft.

f. Mineral County Sanitarian must be contacted to inspect the septic system 24 hours prior to completing the installation.

## 4.2 Services to bid on are to include, but not limited to:

The building over all will be 40’ x 83’

**Entrance Area**

1. Door: 36-inch wide standard steel door. (Entrance) Locking with deadbolt
2. Door: 36-inch wide standard steel door with window minimum of 18x18 inch
3. All doors will have an accessible handle.
4. 1 heat vent (ceiling mounted)
5. (1) electrical outlet (in between two entrance doors)
6. (4) electrical outlets spaced evenly down the hallway (two mounted on each wall)
7. (1) light switch by main entrance door (two way) another switch will be mounted by the garage (man) door in the hallway
8. (1) four bulb fluorescent light ceiling mounted (between the two entrance doors)
9. (3) four bulb fluorescent lights ceiling mounted spaced evenly down the hallway. (These lights will be attached to the main light switch by entrance door and shop door.
10. (1) Door 36-inch wide standard steel door with window minimum of 18x18 with accessible door handle

**Conference Room**

1. Window: Short wall (1) 36-inch wide by 48-inch long will have a slider
2. Windows: Long wall (2) 36-inch wide by 48-inch long will have a slider
3. Door: 36-inch wide standard steel door with a window minimum of 18x18 inch with ADA accessible handle
4. 3 heat vents (ceiling mounted)
5. (8) electrical outlets (spaced evenly around the room on all walls)
6. (1) light switch mounted by door
7. (3) 4 bulb fluorescent light ceiling mounted (spaced evenly across the room and even lighting)
8. Blinds for windows
9. Phone and internet lines
10. Ceiling electrical outlet and mounting for projector
11. White Dry Erase Board 4 foot by 6 foot

**Bathroom**

1. Bathroom must meet or exceed ADA standards 60 inch turn around radius.
2. Door: 36-inch wide steel door lockable with accessible handle
3. High Rise accessible toilet with seat
4. Sink with faucet
5. Cupboard for storage minimum 18 high by 30 wide.
6. 1 heat vent (ceiling mounted)
7. Will have two accessible grab rails one beside and behind the toilet minimum length 30 inches
8. (2) electrical outlets must be GFCI
9. (1) light switch mounted by door
10. (1) 4 bulb fluorescent light ceiling mounted (mounted center of the room so room is lighted)

**Mechanical Room**

1. 40 Gallon hot water heater
2. Natural gas heater to heat all offices, conference room, bathroom, hallway, and garage area.
   1. Heater system will need to keep two different areas at different temperatures. The office area as one and the garage as another.
3. 36-inch steel door with accessible door handle lockable
4. Breaker Box (Each office, lobby, conference room, bathroom will have their own breaker). The garage will have a couple breakers. This way if one area trips a breaker it is not all of the areas.
5. 4 (electrical outlet)
6. 1 light switch mounted by door
7. 1 (4) bulb fluorescent light flush mounted in center of room
8. Storage shelf will be installed a minimum of 8 feet long 6 feet high and feet wide.
9. Access panel to get into the attic for both office area and garage area.
10. 1 thermostat heat controller for the office area of the building separate of the one for the garage.
11. Phone and internet lines hookups.

**Office 1 by entrance door**

1. 36-inch steel door with accessible door handle with lock
2. Window (1) exterior wall 36 inch wide by 36-inch long with opening
3. Window (1) entrance wall 24 inch by 24-inch with opening to see who is coming into building
4. 1 heat vent (ceiling mounted)
5. (4) (electrical outlet)
6. (1) light switch mounted by door
7. (1) 4 bulb fluorescent light flush mounted in center of room
8. Blinds for windows
9. Phone and internet lines.

**Office 2**

1. 36-inch steel door with accessible door handle with lock
2. Window (1) exterior wall 36 inch wide by 36 inch long with opening
3. Window (1) entrance wall 24 inch by 24-inch with opening to see who is coming into building
4. 1 heat vent (ceiling mounted)
5. (4) electrical outlet
6. (1) light switch mounted by door
7. (1) 4 bulb fluorescent light flush mounted in center of the room
8. Blinds for windows
9. Phone and internet lines.

**Kitchen**

1. Cabinet bases and Countertop on the exterior wall with a small kitchen sink with faucet
2. Overhead cabinets above the cabinet bases.
3. 1 heat vent (ceiling mounted)
4. (1) 220 electrical outlet for a stove
5. 2 (electrical outlets) on joining walls for office 2 and shop for a total of 4
6. 2 (electrical outlets) on exterior wall these two need to be GFCI

**Garage**

1. Exterior 36-inch steel door must be lockable with accessible handle and deadbolt
2. 8 electrical light switches (two way) with four other light switches mounted by exterior door
3. 12 fluorescent lights flush mounted
   1. (3 lights per bay) each bay will be attached to one light switch.
   2. So, lights for each bay can be turned on at either shop entrance door.
   3. Lights will be spaced evenly across the shop in each bay to make sure lighting is even.
4. (8) garage doors insulated (9foot high by 8 foot wide)
5. (8) garage door openers (electric) with door opener pad mounted at each door.
6. (8) garage door openers (for vehicles) with multiple controllers to open and close a minimum of two doors to be installed in each vehicle.
   1. (8) electrical outlets mounted in the ceiling to be used for the garage door openers
7. (4) electrical outlets (2) mounted on kitchen/mechanical room wall and two mounted on exterior wall with steel door.
8. 10 ceiling mounted heating vents for down flow air spaced evenly
9. 1 thermostat controller to keep the garage at one temp.

**Building**

1. Building will be constructed to meet or exceed:
   1. Montana and Federal Building Standards.
   2. Building will meet or exceed the Federal Transit Administration requirements.
   3. Building will be constructed using 2”x6”
      1. The ceiling height in the office will be 8-foot
      2. The ceiling height in the garage will accommodate 10-foot x 12-foot garage doors.
   4. Building will be insulated (all walls and ceiling) with an R Value to the highest to help keep heating bills low.
   5. Building will have plumbing that meets or exceeds MT and Federal Standards
   6. Building wiring will meet or exceed MT and Federal Standards
      1. Offices and Conference Room will be wired with CAT line for computer connections and phone line in each
   7. There will be a minimum of 250 Feet of 6-foot chain link fence installed. With a minimum of 4 drive through gates with tires for easy open/close. The gates will be a minimum of 10 feet each. There will be two 36-inch-wide gates installed. (Fence installation and location will be discussed with contractor upon award of bid).
2. Interior of Building office
   1. All walls will be sheet rocked and finished with smooth wall and painted to color of customers choice
   2. All doors, windows and wall to floor will be trimmed and finished with stained wood color (color of customers choice)
   3. Interior Floor office area (excluding Bathroom, and Mechanical) will be carpeted with a professional business high traffic carpet. (Transitions for bathroom and mechanical room will be smooth so wheelchair will have easy access into and out of either room.
      1. Carpet will be or equal to: Shaw Intellect Carpet Tiles. These carpet tiles squares are very easy to clean and maintain and can be easily replaced if damaged. Available in several neutral tones, this linear patterned carpet is certain to compliment any rooms décor. These floor carpet tiles are backed by a 10-year commercial warranty and a lifetime stain warranty.

Recommended Installation Pattern - Monolithic, Quarter Turn, Ashlar Brick, Brick Material - 100% solution dyed nylon with a synthetic backing.

Size - 24" x 24" Thickness - 0.249" Weight - 0.42 Lbs./ square foot.

Traffic Type - Medium Interface 1666702500-Style; Monolithic S

d. Appropriate venting will be put into place to control the humidity of the building.

**Exterior of Building**

1. Exterior walls will be sheeted with plywood or wafer
   1. Then covered with Steel Siding. (color will be chosen by customer)
   2. All doors and windows will be trimmed and professional finished in steel (color will be chosen by customer)
   3. ADA signage on building for accessible parking spot. Also, ADA parking symbol will be painted on cement.
   4. Apron of ten (10) foot asphalt paving to extend past sidewalk and/or exterior building walls to facilitate parking and bus operations.
   5. Asphalt paving to provide three (3) parking spots to the Northeast of the building.

**Ceiling in office area and shop area**

1. Will be sheet rocked and professionally finished with paint color chosen by customer.

**Interior of Building garage area**

1. All walls will be metal, finished and painted to color of customers choice

**Roof**

* 1. Roof pitch will be determined by the snow load of the location/region that the building is being built. The pitch will meet or exceed the snow load weight.
  2. Will be sheeted with plywood or wafer
  3. Steel roofing with proper venting for ventilation.
  4. Steel cleats to be installed on roof to prevent snow load from sliding off in large sheets.
  5. Rain gutters will be installed with proper drainage away from building and parking lot to prevent ice or mud puddle build up.
  6. Facia and soffit will be metal, and color will be chosen by customer.

**Flooring:**

1. Size of the pad/foundation will be 83’ x 30’.

2. Footings will be installed and poured below the frost level to prevent any damage to the floor.

* + 1. Footings and walls will be painted black with moisture resistance material
    2. Will have rebar reinforcement meeting Montana Construction Standards

3. All flooring will be cement and will meet all building standards for Montana, and Federal Standards. A minimum of 6” inch thick

* + 1. Garage area will be just cement with a professional finish to withstand driving on and washing of floor with power washer.

4. Radiant heat will be installed in the concrete pad.

**Septic:**

**1.** A septic system will need to be installed meeting Montana Construction Standards

**Water:**

1. A well for water will need to be drilled.

2. Water heater will be comparable to Rinnai 7.5 GPM 180,00oBTU tank less water heater.

**Driveway:**

1. Driveway will be a continuation of McKinley Lane and will be 20’ x 173.62’

2. The be constructed to meet Montana Construction Standards.

**Other Requirements**:

1. In order to facilitate the building and driveway five (5) trees will need removal.

2. One power pole will need relocation.

3. installer responsible for confirming site conditions and all utilities prior to construction.

4. Prior to construction the successful bidder must submit building plans to MCPC.

**5. CONSTRUCTION PHASE**

**5.1 General**

The provisions in Section 4.1 and 4.2 shall apply to the construction contract. Bidder shall make provisions for the items in this section in the construction contract.

**5.2 Signage**

The Construction Contractor shall erect and maintain signs of at least 48x36 at the construction site during construction. The sign shall state Mineral County Pioneer Council and Montana Department of Transportation Operations Center Project. This project is funded through a grant received from the Federal Transit Administration. Contractor Name and Contractor Phone Number.” (Example: 2 posts in ground and ¾” sheet plywood. Please provide a typed letter stating information about the project).

Location of sign to be determined by MCPC.

## 5.3 Bonding requirements

The Federal Transit Administration (FTA Circular 4220. 1D) requires performance and payment bonds for construction or facilities improvement contracts over $100,000. Minimum requirements include a performance bond of fifty percent (50%) of the contract amount, and a payment bond assuring payment of all persons furnishing labor and materials of ten percent (10%) of the contract amount.

## 5.4 Technical Support to be provided by Contractor

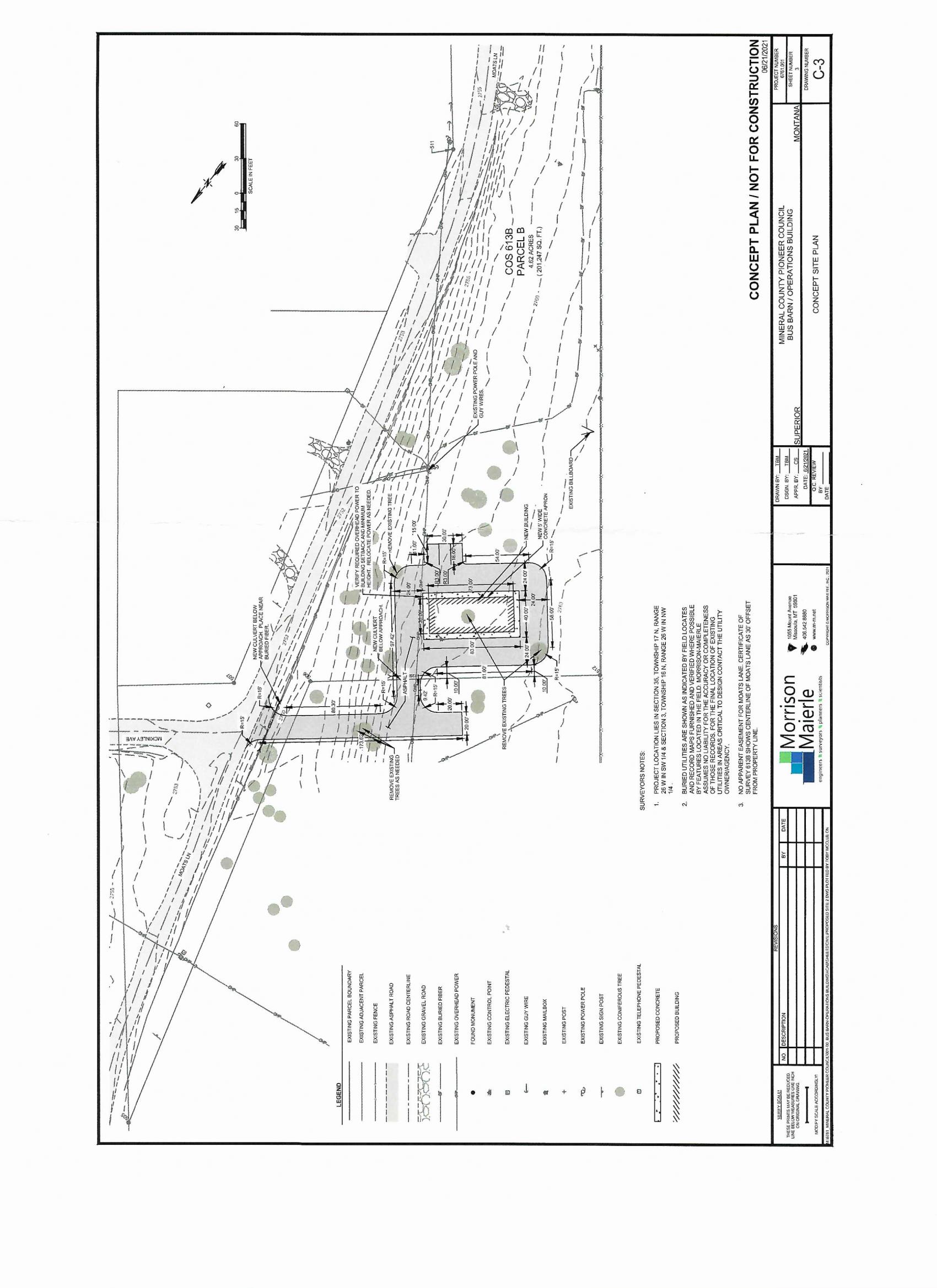
The Contractor shall provide technical support and consultation to the appointed consultant/MCPC. Construction administration/inspection services will be required of the Contractor during the construction phase, including:

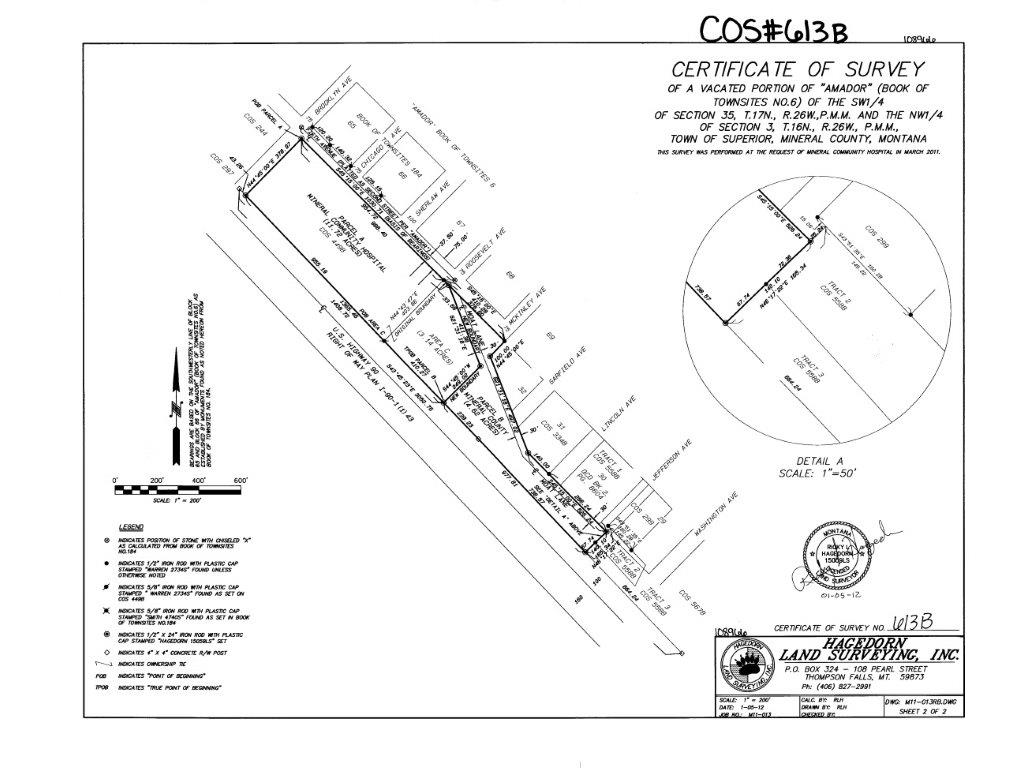
* Visit the project site, perform observations as to the progress and quality of work and advice MCPC of the same.
* Determine whether the work is proceeding in accordance with and in compliance with the construction contract documents.
* Reject any work on the project that does not conform to the contract documents.
* Upon application for final payment by the Contractor, conduct a final inspection of the project. Assemble and deliver to LCCOA any written guaranties, instruction manuals, record drawings based on information provided by the contractor, diagrams and charts required by the contract documents, and issue a certificate of final completion of the project.

## 5.5 Project Schedule

The project is expected to be completed by August 31, 2022. As part of the Bidder contract, a detailed project schedule through construction will be provided and updated every (10) days or upon request, with notation of events impacting the project schedule.







# 6. LEGAL NOTICE OF REQUEST FOR QUALIFICATIONS AND INVITATION FOR BID

**Mineral County Pioneer Council Transit Building**

Mineral County Pioneer Council (MCPC) is seeking qualifications and written proposals for construction of a Transit Building. The project site is NHN McKinley Lane, Superior, MT 59872.

This project is subject to financial assistance from funds received through the Federal Transit Administration and all applicable provisions of the laws and regulations governing transit must be followed.

The Invitation to Bid for the above project will be on file at 28 Edgewater Lane, Superior, MT 59872 or 2820 S. Higgins Avenue, Missoula, MT 59801. You can view IFB on the MDT.gov state website https://montanabid.com/

Issuance of the Invitation for Bid does not commit MCPC to award any contract to pay any costs incurred in preparation of a proposal or to procure or contract for services. MCPC reserves the right to reject any and all proposals, to re-advertise, to waive any irregularities, to award a contract based on original proposals without further negotiations, and to make awards in the best interest of MCPC.

The successful contractor will be required to comply with EEO, DBE, ADA and all other applicable laws and regulations. MCPC, in accordance with Title V of the Civil Rights Act of 1964, as amended, and 49 CFR Part 23 will afford Disadvantaged Business Enterprises (DBE’s) full opportunity to respond and will not discriminate against any interested firm or person on the basis of race, color, sex or national origin in the review of qualifications or contract award. Qualified bidders will be required to address the utilization of DBE’s in the text of their proposal.

Please submit formal proposals to:

Mineral County Pioneer Council

Attn: Monte Turner

P.O. Box 10

St. Regis, MT 59866

MCPC requires that four (4) copies of the proposal be submitted by 4:00 pm MST, August 31, 2022 to the above P.O. Box or 28 Edgewater Lane, Superior, MT 59872. No Late, faxed or electronic bids will be accepted. The complete Invitation for Bid is available upon request, from the Mineral County Pioneer Council, 28 Edgewater Lane, Superior, MT 59872 (406)822-5915 or 2820 S. Higgins Avenue, Missoula, MT 59801, (406)327-8707.

**PROPOSAL WITHDRAWAL**

Any proposal may be withdrawn at any time prior to the time fixed in the public notice for the opening proposals, only in person as specified herein below. After the time fixed in the public notice for the opening of proposals, proposals may not be withdrawn for ninety (90) days.

Prior to the time fixed in the public notice for the opening of proposals, may be withdrawn by the proposer’s authorized representative in person. If proposals are withdrawn in person, the authorized representative shall make his/her identity known, and shall sign a receipt for the proposal.

Date:\_\_\_\_\_\_\_\_\_\_\_\_Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PROPOSAL FORM**

**Proposal to Mineral County Pioneer Council Transit Building Construction**

Name of Proposer:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Business Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Authorized Representative:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The undersigned proposer declares that the only person or parties interested in this proposal as principal are those named herein; that this proposal is made without collusion with any other person, firm or corporation; the attached General Provisions and any addenda thereto, including all exhibits therein referred to; and he/she proposes and agrees if this proposal is accepted, that he/she will contact Mineral County Pioneer Council, in the form of the contact annexed hereto, to provide all labor, materials, the necessary manpower, and means to completion, and to do all the work involved in the furnishing all the items specified, in the manner and time therein prescribed.

TOTAL BID PROPOSAL:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Mineral County Pioneer Council**

**Affidavit and Information Required of Proposers**

**Affidavit of Non-Collusion**

Proposal Attachment

The Contractor/Primary Participant \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public function (Federal, State, or Local) transaction or contact under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4. Have not within a three-year period preceding this proposal has one or more public transactions (Federal, State or Local) terminated for cause of default.

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

Contractor, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 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. Section 3801 ET Seq. are applicable thereto.

Authorized Official:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

General Contractor list of sub-contractors:

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

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City:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_\_\_\_ Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Official: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Contact Official: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Type of Work Performing:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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City:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_\_\_\_ Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Official: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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# 7. FTA/MDT Transit Facility Construction Clauses

**NO OBLIGATION by the FEDERAL GOVERNMENT**

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

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

**PROGRAM FRAUD and FALSE or FRAUDULENT STATEMENTS or RELATED ACTS**

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

Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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

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

**ACCESS to RECORDS**

The Contractor shall make available records related to the contract to the Purchaser, the Montana Department of Transportation, the Federal Transit Administration, and the Federal Government or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

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

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the Federal Transit Administration, the Federal Government, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

**FEDERAL CHANGES**

Contractor shall at all times comply with all applicable Federal Transit Administration regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Montana Department of Transportation and the Federal Transit Administration, 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.

**FEDERAL CIVIL RIGHTS**

The following requirements apply to the underlying contract:

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

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

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

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

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

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

**MDT NONDISCRIMINATION and DISABILITY ACCOMMODATION NOTICE**

Montana Department of Transportation (“MDT”) is committed to conducting all of its business in an environment free from discrimination, harassment, and retaliation. In accordance with State and federal law MDT prohibits any and all discrimination and protections are all inclusive (hereafter “protected classes”) by its employees or anyone with whom MDT does business:

|  |  |
| --- | --- |
| Federal protected classes | State protected classes |
| Race, color, national origin, sex, sexual orientation, gender identity, age, disability, & limited English proficiency | Race, color, national origin, parental/marital status, pregnancy, childbirth, or medical conditions related to pregnancy or childbirth, religion/ creed, social origin or condition, genetic information, sex, sexual orientation, gender identification or expression, national origin, ancestry, age, disability mental or physical, political or religious affiliations or ideas, military service or veteran status |

For the duration of this contract/agreement, Contractor agrees as follows:

1. **Compliance with Regulations:** The Contractor will comply with all Acts and Regulations of the United States and the State of Montana relative to Non- Discrimination in Federally and State-assisted programs of the U.S. Department of Transportation and the State of Montana, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** Contractor, with regard to the work performed by it during the contract, will not discriminate, directly or indirectly, on the grounds of any of the protected classes in the selection and retention of subcontractors, including procurements of materials and leases of equipment, employment, and all other activities being performed under this contract/agreement.
   1. Contractor will provide notice to its employees and the members of the public that it serves that will include the following:
      1. Statement that Contractor does not discriminate on the grounds of any protected classes.
      2. Statement that Contractor will provide employees and members of the public that it serves with reasonable accommodations for any known disability, upon request, pursuant to the Americans with Disabilities Act as Amended (ADA).
      3. Contact information for PARTY’s representative tasked with handling non- discrimination complaints and providing reasonable accommodations under the ADA.
      4. Information on how to request information in alternative accessible formats.
   2. In accordance with Mont. Code Ann. § 49-3-207, Contractor will include a provision, in all of its hiring/subcontracting notices, that all hiring/ subcontracting will be on the basis of merit and qualifications and that Contractor does not discriminate on the grounds of any protected class.
3. **Participation by Disadvantaged Business Enterprises (DBEs):**
   1. If the contractor receives federal financial assistance as part of this contract/ agreement, the Contractor will make all reasonable efforts to utilize DBE firms certified by MDT for its subcontracting services. The list of all currently certified DBE firms is located on the MDT website at mdt.mt.gov/business/contracting/civil/dbe.shtml
   2. By signing this agreement, the Contractor assures that the Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
   3. Contractor must include the above assurance in each contract/agreement the Contractor enters.
4. **Solicitation for Subcontracts, Including Procurement of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of Contractor’s obligation under this contract/agreement and all Acts and Regulations of the United States and the State of Montana related to Non-Discrimination.
5. **Information and Reports**: Contractor will provide all information and reports required by the acts, regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by MDT or relevant US DOT Administration to be pertinent to ascertain compliance with such acts, regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Contractor will so certify to MDT or relevant US DOT Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
6. **Sanctions for Noncompliance**: In the event of Contractor’s noncompliance with the non-discrimination provisions of this contract/agreement, MDT will impose such sanctions as it or the relevant US DOT Administration may determine to be appropriate, including, but not limited to:
   1. Withholding payments to Contractor under the contract/agreement until the PARTY complies; and/or
   2. Cancelling, terminating, or suspending the contract/agreement, in whole or in part.
7. **Pertinent Non-Discrimination Authorities:**

During the performance of this contract/agreement, Contractor, for itself, its assignees, and successor in interest, agrees to comply with the following non-discrimination statues and authorities; including but not limited to:

*Federal*

* Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
* The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects)
* Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex)
* Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27
* The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age)
* Airport and Airways Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex)
* The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not)
* Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38
* The Federal Aviation Administration’s Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
* Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations
* Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)
* Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*)
* Executive Order 13672 prohibits discrimination in the civilian federal workforce on the basis of gender identity and in hiring by federal contractors on the basis of both sexual orientation and gender identity

*State*

* Mont. Code Ann. § 49-3-205 Governmental services
* Mont. Code Ann. § 49-3-206 Distribution of governmental funds
* Mont. Code Ann. § 49-3-207 Nondiscrimination provision in all public contracts

1. **Incorporation of Provisions**: Contractor will include the provisions of paragraph one through seven in every subcontract, including procurements of materials and leases of equipment, unless exempt by the acts, regulations and/or directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as MDT or the relevant US DOT Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Contractor may request MDT to enter into any litigation to protect the interests of MDT.

**DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

**Requirements**

Through September 30, 2023, the Montana Department of Transportation’s agency-wide Federal Transit Administration approved DBE race-neutral goal is 0.7 percent. While no project-specific goal applies to this Contract, Contractor is encouraged to make a good faith effort to contribute to the meeting of the goal. Montana's DBE directory may be found at the following website: <https://app.mdt.mt.gov/dbe/dbe/search>.

The Montana Department of Transportation has a quick and easy way for you to request quotes from DBE-certified companies. The information goes to the DBE companies that same day. The on-line form is located at the following website: <https://app.mdt.mt.gov/dbeqt/>

**Tracking**

Contractor must pay all subcontractors and suppliers within 7 days from receipt of payment from Purchaser and submit monthly payment information on the Transit DBE Report for Facilities for all subcontractors, suppliers, and/or vendors to Purchaser (Attachment A).

**Subcontractor Report**

No later than 6 calendar days after the date of bid opening (the date of bid opening to count as the first full day), the apparent low bidder must submit to Purchaser during its regular work hours, a fully completed Form MDT-CON-102\_8 documenting all responding subcontractors, and the work quoted. The report must include the quoted amount for each subcontractor to be used. If no work is subcontracted, submit Form MDT-CON-102\_8 and stipulate “none” within the “subcontractor name” field. If the 6th day is a holiday, turn the documentation in earlier. The information provided on this form will only be used for reporting at the time of letting. Form MDT-CON-102\_8 is available at the following web page:

<https://www.mdt.mt.gov/other/webdata/external/const/forms/MDT-CON-102-8_SUBCONTRACTOR_REPORT.pdf>

The following DBE language is included in MDT’s nondiscrimination notice, which must also be included in the contract:

Participation by Disadvantaged Business Enterprises (DBEs)

a. If Contractor receives federal financial assistance as part of this contract/agreement, Contractor will make all reasonable efforts to utilize DBE firms certified by MDT for its subcontracting services. The list of all currently certified DBE firms is located on the MDT website at <https://www.mdt.mt.gov/business/contracting/civil/dbe.shtml>

b. By signing this agreement, Contractor assures that:

Contractor, sub recipient 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 DOT-assisted contracts. 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 the recipient deems appropriate.

c. Contractor must include the above assurance in each contract/agreement Contractor enters.

**Monitoring**

Purchaser or MDT will visit the construction site to ensure that DBEs perform a commercially useful function (Attachment B).

**INCORPORATION of FTA TERMS**

The preceding provisions include, in part, certain standard terms and conditions required by the U.S. Department of Transportation, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by the U.S. Department of Transportation, as set forth in Federal Transit Administration Circular 4220, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all Federal Transit Administration mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Montana Department of Transportation requests which would cause the Department to be in violation of the Federal Transit Administration terms and conditions.

**ENERGY CONSERVATION**

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

**TERMINATION**

This Contract may be terminated by the Purchaser by serving a notice of termination on the Contactor. Termination may occur for either convenience or default. If termination is for convenience, the notice shall give the contractor thirty (30) days to wind down its activities under this Contract. If termination occurs due to default, the notice shall state the nature of the Contractor’s default and offer the Contractor an opportunity to explain its nonperformance. If the Purchaser finds that the Contractor has a reasonable excuse for nonperformance, which is beyond the control of the Contractor, the Purchaser may set up a new work schedule and allow the completion of this Contract. In any termination, the Purchaser will make its contractual payments proportionate to the work properly performed in accordance with this Contract to the time of termination. Contractor shall account for any Project property in its possession.

**SUSPENSION and DEBARMENT**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, Contractor is required to verify that neither it nor any of 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.

The 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.

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

The certification in this clause is a material representation of fact relied upon by Purchaser. If it is later determined that the bidder knowingly rendered an erroneous certification, in addition to remedies available to Purchaser, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**NOTIFICATION RELATED to FRAUD, WASTE, ABUSE, or OTHER LEGAL MATTERS**

If a current or prospective legal matter that may affect the Federal Government emerges, Contractor must promptly notify Purchaser so that it can notify the Federal Government. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

Contractor agrees to include a similar notification requirement in subcontracts exceeding $25,000 financed in whole or in part with federal assistance provided by the Federal Transit Administration and must require each subcontractor to include an equivalent provision in its federally assisted subcontracts exceeding $25,000.

**LOBBYING RESTRICTIONS**

Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, New Restrictions on Lobbying (Attachment C). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to Purchaser.

**BUY AMERICA**

Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in Federal Transit Administration-funded projects are produced in the United States, unless a waiver has been granted by the Federal Transit Administration or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7 and include microcomputer equipment and software.

A bidder or offeror must submit to Purchaser a signed Buy America certification (Attachment D). Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

**CLEAN AIR**

(1) 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 the Purchaser and understands and agrees that Purchaser 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 $150,000 financed in whole or in part with Federal assistance provided by FTA.

**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. 1251 et seq. Contractor agrees to report each violation to the Purchaser and understands and agrees that Purchaser 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 $150,000 financed in whole or in part with Federal assistance provided by FTA.

**BREACHES AND DISPUTE RESOLUTION**

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

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

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

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

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

DAVIS-BACON and COPELAND ANTI-KICKBACK ACTS

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.   
  
Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications 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.   
  
(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:   
  
(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and   
  
(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and   
  
(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.   
  
(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.   
  
(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.   
  
(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.   
  
(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.   
  
(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.   
  
(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:   
  
(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and   
  
(2) The classification is utilized in the area by the construction industry; and   
  
(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.   
  
(B) If the contractor 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.   
  
(2) **Withholding** - Purchaser shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Purchaser may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.   
  
(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.   
  
(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to Purchaser for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.   
  
(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:   
(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;   
  
(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;   
  
(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.   
  
(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.   
  
(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.   
  
(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.   
  
(4) **Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.   
  
(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.   
  
(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.   
  
(5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.   
  
(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.   
  
(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.   
  
(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.   
  
(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.   
  
(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).   
  
(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).   
  
(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

CONTRACT WORK HOURS and SAFETY STANDARDS

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.   
  
(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.   
  
(3) **Withholding for unpaid wages and liquidated damages** - The (***write in the name of the grantee***) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.   
  
(4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) 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 (1) through (4) of this section.  
   
**BONDING REQUIREMENTS**

**Bid Bond**

Bid bond will be five (5) percent of the bid price and must be issued by a fully qualified surety company acceptable to Purchaser and listed as a company currently authorized under 31 C.F.R., Part 223 as possessing a Certificate of Authority as described thereunder.

In submitting this Bid, it is understood and agreed by bidder that the right is reserved by Purchaser to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of X days subsequent to the opening of bids, without the written consent of Purchaser.

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

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by Purchaser) shall prove inadequate to fully recompense Purchaser for the damages occasioned by default, then the undersigned bidder agrees to indemnify Purchaser and pay over to Purchaser the difference between the bid security and Purchaser total damages, so as to make Purchaser whole.

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

**Performance Bonds**

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

2. Purchaser may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. Purchaser may secure additional protection by directing Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

**Payment Bonds**

A payment bond of 100 percent of the original contract price unless OVRTA / EORTA determines that a lesser amount would be adequate for the protection of OVRTA / EORTA.

**VETERANS PREFERENCE**

As provided in 49 U.S.C. § 5325(k), to the extent practicable, contractor agrees and assures that it and its subcontractors will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under the contract.

This does not require Contractor to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

**SEISMIC SAFETY**

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

**RECYCLED PRODUCTS**

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

**ACCESSIBILITY**

Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. Sections 12101 *et seq*., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. Sections 4151 *et seq*., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with applicable implementing Federal regulations, including 49 CFR Part 37 “Transportation Services for Individuals with Disabilities (ADA),” and the Architectural and Transportation Barriers Compliance Board’s

**Attachment A**

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| **Transit DBE Report for Facilities** | | |
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| Contract Name: |  |  |
| Prime Contractor: |  |  |
| Award Date: |  |  |
| Award Amount: |  |  |
| Total Payment Amount to Prime: |  |  |
|  |  |  |
| Subcontractor Name | Subcontract Award Amount | Total Payment Amount to Subcontractor |
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**Attachment B**

**Commercially Useful Function (CUF) Review Form**

Table

Description automatically generated

**Attachment C**

**CERTIFICATION REGARDING LOBBYING**

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

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date

**Attachment D**

**BUY AMERICA CERTIFICATION**

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

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

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

Date

Signature

Company Name

Title

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

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

Date

Signature

Company Name

Title