OFFERORS CHECKLIST FOR INVITATION FOR BIDS

Solicitation Number: 0811-01

Solicitation Description: Schedule Design and Printing

Solicitation Opening Date and Time: 08-16-2011

THE FOLLOWING MUST BE RETURNED IN A BID PACKAGE

☐ Signed solicitation - Make sure only one bid per envelope and IFB number and description of IFB is showing on front of the envelope.

☐ Signed amendment (if any)- It is the responsibility of the offeror to check website (www.pdrtta.org) for any amendments.

☐ The bid package must be delivered by the time and date on the solicitation. Make sure to review the timeline in the IFB.

☐ Three references and Three samples of work- The bid must also include a minimum of three (3) references for whom similar work as defined in the Scope of Work has been completed. This list should include names, addresses and telephone numbers.

In addition to the references, a minimum of three (3) samples of similar work as defined in the Scope of Work must be submitted with the bid.

☐ Signed Federal Transit Administration (FTA) clauses & certifications-if applicable.

☐ Signed Bid (cost) sheet.
I MPORTANT DISCUSSIONS/NEGOTIATIONS
By submission of a bid, vendor agrees that during the period following issuance of a bid and prior to notification of intent and/or award of contract, vendor shall not discuss this procurement with any party except members of the PDRTA’s procurement office or other parties designated in this solicitation. Vendor shall not attempt to discuss with or negotiate with the end user any aspects of the procurement with prior approval of the procurement officer responsible for the procurement.

BID ACCEPTANCE AND DELIVERY STATEMENT
In compliance with the invitation, and subject to all conditions thereof, the above signed offers and agrees, if this bid is accepted within 30 days from date of opening to furnish any or all items/services quoted at prices set forth and make delivery within 15 days after receipt of order with all transportation costs included and prepaid.
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## PART I-INSTRUCTIONS TO BIDDERS

1. One copy of bid invitation is required. All bids must be sealed.
2. Bids, amendments thereto or withdrawal requests must be received by the time advertised for bid opening to be timely filed. It is the vendor’s sole responsibility to insure that these documents are received by the person (or office) at the time indicated in the solicitation document. Any withdrawal request received after time of opening shall be by the regulations in SC Consolidated Procurement Code.

3. When specifications or descriptive papers are submitted with bid invitation, enter bidder’s name thereon.

4. Submit your signed bid on this form. Show bid number on envelope as instructed. The PDRTA assumes no responsibility for unmarked or improperly marked envelopes. All envelopes received showing a bid number are placed directly under locked security until the date and time of opening. DO NOT INCLUDE MORE THAN ONE BID INVITATION PER ENVELOPE. If directing any other correspondence, address the envelope to the procurement officer but DO NOT include the bid number on this envelope since it does not include your bid.

**PART II - GENERAL PROVISIONS**

1. The PDRTA reserves the right to reject any and all bids and to cancel the solicitation.

2. **PAYMENT TERMS:** Unit prices will govern over extended prices unless otherwise stated in the bid invitation. Payment terms will be net 30 after services are performed.

3. **BIDDERS QUALIFICATION:** Bidders must furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The PDRTA reserves the right to make final determination as to the bidder’s ability to provide the products or services requested herein. By submission of a bid, you are guaranteeing that all goods and services meet the requirements of the solicitation during the contract period.

4. **AMENDMENTS:** All amendments to and interpretations of this solicitation shall be in writing from the procurement office. The procurement officer shall not be legally bound by any amendment or interpretation that is not in writing. If it becomes necessary to revise any part of the IFB, an amendment will be provided to all eligible bidders. The solicitation may be amended at any time prior to opening. All actual and prospective bidders shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment before closing the IFB.

5. **BIDDERS RESPONSIBILITY:** Each bidder shall fully acquaint himself with conditions relating to the scope of work and restrictions under the conditions of this bid and it is expected this may require on-site observation. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.

6. **AWARD CRITERIA:** The contract shall be awarded to the lowest responsible and responsive bidder(s) whose bid meets the requirements and criteria set forth in the IFB and is most advantageous to PDRTA. All items unless otherwise stated will be assumed to meet all specifications and requirements as set forth in this invitation for bid. Ambiguous bids which are uncertain as to terms, delivery, quantity or compliance with specifications may be rejected or otherwise disregarded. All notices of Awards or notice of Intent to Award will be posted in the lobby of the Administrative Office at 313 S. Stadium Road, Florence, SC 29506 unless stated otherwise in this solicitation.

7. **REJECTION:** The PDRTA reserves the right to reject any bid that contains prices for individual items or services that are unreasonable when compared to the same or other bids if such action is in the best interest of the PDRTA. This solicitation does not commit the PDRTA to award a contract, to pay any costs incurred in the preparation of a bid, or to procure or contract for the articles of goods or services.
8. **COMPETITION:** This solicitation is intended to promote competition. If the language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the PDRTA procurement office in writing within fifteen (15) days of the date of issue. The solicitation may or may not be changed but a review of such notification will be made prior to award.

9. **WAIVER:** The PDRTA reserves the right to waive any instruction to bidders, general or special provision, general or special condition, or specifications deviation in accordance with the authority provided in the regulations of the SC Consolidate Procurement Code.

10. **ORDER OF PRECEDENCE:** In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order:
    A. The bidding schedule,
    B. General provisions and general conditions,
    C. Instruction to bidders,
    D. Special provisions or special conditions of the contract whether incorporated by reference or otherwise, and
    E. The specifications.

11. **CORRECTIONS OR ERRORS ON THIS BID FORM:** All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after specified time for opening.

12. **BIDDING CONDITION OF PRICE:** Bid price must be fixed for the term of the contract, except the PDRTA shall be advised of, and receive the benefit of, any price decrease. The Contractor must agree to provide written price reduction information within ten (10) days of its effective date.

13. **TERM/OPTION TO EXTEND:** **INITIAL CONTRACT PERIOD:** ONE (1) YEAR. This contract will automatically extend with four (4) one year extensions on each anniversary date unless either party elects otherwise as allowed in the contract. If the Contractor elects not to extend on the anniversary date, the Contractor must notify the PDRTA’s purchasing office of its intention in writing 60 days prior to the anniversary date.

14. **PRICE ADJUSTMENT BASED ON CONTRACTORS COST:** Any request for price increase must be submitted to the PDRTA’s purchasing office at least ninety (90) days prior to the automatic renewal date. (Price increases will only become effective if approved in writing by the PDRTA’s Purchasing office after negotiations).

15. **LETTERS OF RECOMMENDATION:** The bid must also include a minimum of three (3) references for which similar work as defined in the Scope of Work has been completed. This list should include names, addresses and telephone numbers.

In addition to the references, a minimum of three (3) samples of similar work as defined in the Scope of Work must be submitted with the bid.

**PART III-GENERAL CONDITIONS**

1. **DEFAULT:** In case of default by the Contractor, the PDRTA reserves the right to purchase any or all items in default in the open market, charging the Contractor with any additional costs. The defaulting Contractor shall not be considered a responsible bidder until the assessed charge as been satisfied.
2. **NON-APPROPRIATIONS:** Any contract entered into by the PDRTA resulting from this bid invitation shall be subject to cancellation without damages of further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

3. **CONTRACT ADMINISTRATION:** Questions or problems arising after Award of this contract shall be directed to: PDRTA, Attn: Sandy Garris, P.O. Box 2071, Florence, SC 29503 or via email (sandygarris@pdrtta.org).

4. **FORCE MAJURE:** The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to acts of god or of the public enemy, acts of government in either its sovereign or contractual capacity, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by default of a subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

5. **SAVE HARMLESS:** (This general condition does not apply to solicitations for service requirements). The successful bidder shall indemnify and save harmless the PDRTA and its officers, agents, and employees, from all suits or claims of any character brought by reason of infringing on any patent, trade mark or copyright. Bidder shall have no liability to the PDRTA if such patent trade mark or copyright infringement or claim is based upon the bidder’s use of material furnished to the bidder by the PDRTA.

6. **PUBLICITY RELEASES:** Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

7. **QUALITY OF PRODUCTS:** (This general condition does not apply to solicitations for printing or service requirements). Unless otherwise indicated in the bid it is understood and agreed that any item offered or shipped on this bid shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging. For information technology procurements as defined in the SC Consolidate Procurement Code and Regulations, if items that are other than new (i.e. remanufactured or refurbished) are desired to be bid, the bidder must obtain written permission to bid such items at least five (5) days in advance of bid opening from the person to whom inquiries are to be directed as listed on the front page of the bid invitation.

8. **TAX CREDIT AVAILABILITY:** Vendors interested in income tax credit availability by subcontracting with certified minority firms should contact the office of Small & Minority Business Assistance, 1205 Pendleton Street, Columbia, South Carolina (803-734-0562).

9. **S.C. LAW CLAUSE:** Upon award of a contract under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed bid, the bidder agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the state.
10. **TERMINATION:** Subject to the provisions below, the contract may be terminated for any reason by the PDRTA’s procurement office providing a thirty (30) day advance notice in writing is given to the Contractor.

   A. **TERMINATION FOR CONVENIENCE:** In the event that this contract is terminated or cancelled upon request and for the convenience of the PDRTA without the required thirty (30) days advance written notice, then the PDRTA may negotiate reasonable termination costs, if applicable.

   B. **TERMINATION FOR CAUSE:** Termination by the PDRTA for cause, default or negligence on the part of the Contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in this bid shall apply (see general conditions #1).

The performance of work under the Agreement may be terminated by the PDRTA, in accordance with this clause, in whole or in part, in writing, whenever the PDRTA shall determine that the Contractor has failed to meet the performance requirements of this Agreement.

The PDRTA has the right to terminate for default, if the Contractor fails to make delivery of the supplies or perform the work, or if the Contractor fails to perform the work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.

The PDRTA may without cause terminate this contract in whole or in part at any time for its convenience. In such instance, an adjustment shall be made to the Contractor, for the reasonable costs of the work performed and accepted by the PDRTA through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under absorbed overhead of the Contractor or its subcontractors, and/or failure to include termination for convenience clause into its subcontractors and material purchase orders shall not expose the PDRTA to liability for lost profits in conjunction with a termination for convenience settlement or equitable adjustment. Contractor expressly waives any claims for lost profit or consequential damages, delay damages, or indirect costs which may arise from the PDRTA’s election to terminate this contract in whole or in part for its convenience.

11. **ASSIGNMENT:** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the PDRTA’s procurement office.

12. **AFFIRMATIVE ACTION:** The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the disabled, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical disability.

13. **ITEM SUBSTITUTION:** This general condition does not apply to solicitations for printing or service requirements. No substitutions will be allowed on purchase orders issued by the agency without permission of the PDRTA’s procurement office.

14. **RESTRICTION/LIMITATIONS:** No purchases are to be made from this contract of any item that is not listed or of any item that is currently authorized under any contract awarded prior to this contract.

15. **PURCHASES FROM OTHER SOURCES:** (This general condition does not apply to solicitations for printing or service requirements). The PDRTA reserves the right to bid separately any unusual requirements or large quantities of the items specified in this proposed contract.
16. **INDEMNIFICATION:** The PDRTA, its officers, agents, and employees shall be held harmless from liability from any claims, damages and actions of any nature arising from the use of any materials furnished by the Contractor, provided that such liability is not attributable to negligence on the part of the using agency or failure of the using agency to use the materials in the manner outlined by the Contractor in descriptive literature or specifications submitted with the Contractor’s bid.

17. **OTHER INFORMATION:** State and Federal funds received by PDRTA will be used as a component of the overall funding. Accordingly, the selected firm will be required to comply with all applicable State/Federal regulations and contracting provisions required by the State and Federal funding authority, including Civil Rights, Disadvantaged Business Enterprises (DBE), Drug Free Workplace and other applicable assurance provisions. The PDRTA’s overall goal for DBE participation is 3%. A separate contract goal has not been established for this procurement. In addition, the contract must be in compliance with Federal, State, and Local requirements applicable to such contract.

**PART IV - GENERAL INSTRUCTIONS**

1. **RECEIPT AND DEADLINE OF PROPOSAL:** State law requires that a copy of the bid be submitted no later than the date and time specified in the Invitation for Bid. Bidders mailing bids should allow a sufficient mail delivery period to insure timely receipt of their proposals by the issuing office. Any bid received after the scheduled opening date and time will be immediately disqualified in accordance with the SC Consolidated Procurement Code and Regulations.

2. **PUBLIC OPENING:** Offers will be publicly opened at the date/time and at the location identified on the cover page, or last Amendment, whichever is applicable.

3. **QUESTIONS FROM BIDDERS:** Any prospective Offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than **10:00 A.M. AUG. 3, 2011** prior to opening unless otherwise stated on the cover page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Bidders as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective Bidders. PDRTA seeks to permit maximum practicable competition. Bidders are urged to advise the Procurement Officer as soon as possible regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

4. **FUNDING:** The Offeror shall agree that funds expended for the purposes of the contract must be appropriated by the Federal Transit Administration and the South Carolina Department of Transportation for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the Offeror shall not prohibit or otherwise limit the PDRTA's right to pursue and contract for alternate solutions and remedies as deemed necessary by the State Agency for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.

5. **RESPONSIVENESS / IMPROPER OFFERS:** (January 2006) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation responsiveness. Any offer that fails to conform to the material requirements of the Solicitation may be rejected as non-responsive. Offers that impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the PDRTA cannot be determined. Bidders will not be given an
opportunity to correct any material nonconformity. Any deficiency resulting from a minor informalitiy may be cured or waived at the sole discretion of the Procurement Officer.

A. Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price.

B. Unbalanced Bidding. The PDRTA may reject any bid as non-responsive if the prices bid are materially unbalanced between line items or sub-line items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Authority even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

6. SUBMITTING CONFIDENTIAL INFORMATION: (August 2002) An overview is available at www.state.sc.us/mmo/legal/foia.htm). For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark every page, or portion thereof, with the word "CONFIDENTIAL", that Offeror contends contains information that is exempt from public disclosure because it is either:
A. A trade secret as defined in Section 30-4-40(a)(1), or
B. Privileged and confidential, as that phrase is used in Section 11-35-410.

For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark every page, or portion thereof, with the words "TRADE SECRET", that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark every page, or portion thereof, with the word "PROTECTED" that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your response or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror:
A. Agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED",
B. Agrees that any information not marked, as required by these bidding instructions, as a "TRADE SECRET" is not a trade secret as defined by the Trade Secrets Act, and
C. Agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure.

In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that Offeror marked as “CONFIDENTIAL” or “TRADE SECRET” or "PROTECTED". (All references to S.C. Code of Laws.)

7. RIGHT TO PROTEST: Any Offeror desiring to exercise rights under the (Right to Protest) of the South Carolina Consolidated Procurement code should direct all correspondence to Executive Director, PDRTA, P.O. Box 2071, 313 S. Stadium Road, Florence, SC 29503.

8. COST: Cost submitted with bid shall be firm for a period of at least one year from the closing date.
9. **UNSUCCESSFUL BIDDERS:** Bidders not awarded a contract under this solicitation, may request return of their bids within thirty (30) days after notification of award is mailed. All cost of returns will be paid by the offeror. If Federal Express, UPS or other shipping number is not received with request, all materials will be destroyed.

10. **DISCUSSION WITH RESPONSIVE BIDDERS:** Discussions may be conducted with responsive bidders who submit bids for the purpose of clarification to assure full understanding of the requirements of the request for bids. All bidders, whose bids, in the procuring agency's sole judgment, needing clarification shall be accorded such an opportunity.

11. **PAYMENT FOR GOODS & SERVICES:** Payment for goods and services received by the State shall be processed in accordance with PDRTA’s Finance Policy.

12. **TAXES:** The PDRTA is a Public Entity of the State of South Carolina and does not pay tax. A copy of the PDRTA’s Tax Exemption Certificate will be furnished upon request. Do not include any taxes in the bid price shown that the PDRTA may be required to pay. Federal taxes where applicable shall be eliminated.

13. **ASSIGNMENT:** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer.

14. **CHOICE-OF-LAW:** The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term “agreement” means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

15. **FIXED PRICING REQUIRED:** Any pricing provided by Contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, Contractor’s price shall be fixed for the duration of this contract, including option terms and this clause does not prohibit Contractor from offering lower pricing after award. The Contractor must agree to provide written price reduction information within ten (10) days of its effective date.

16. **CONTRACT DOCUMENTS & ORDER OF PRECEDENCE:** Any contract resulting from this solicitation shall consist of the following documents:

   A. A Record of Negotiations, if any, executed by you and the Procurement Officer
   B. Documentation regarding the clarification of an offer, if applicable,
   C. The solicitation, as amended,
   D. Modifications, if any, to your offer, if accepted by the Procurement Officer,
   E. Your offer,
   F. Any statement reflecting the state's final acceptance (a/k/a "award"), and
   G. Purchase orders.

These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. The terms and conditions of documents A through G above, shall apply notwithstanding any additional or different terms and conditions in either a purchase order or other instrument submitted by the PDRTA or any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.
PART V - TERMS AND CONDITIONS –SPECIAL

1. **CONTRACTOR PERSONNEL:** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

2. **MATERIAL AND WORKMANSHIP:** Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended.

3. **SHIPPING / RISK OF LOSS F.O.B., freight prepaid.** Destination is the PDRTA, 313 S. Stadium Road, Florence, SC 29506. It is agreed by the parties hereto that delivery by the Contractor to the common carrier does not constitute delivery to the department. Any claim for loss or damage shall be between the Contractor and the carriers.

PART VI - SPECIAL PROVISIONS

PDRTA is soliciting competitive sealed bids for the design and printing its’ individual route brochures as well as a system-wide map. It is PDRTA’s intent to enter into an agreement with no more than one (1) vendor to design and print schedules throughout the term of the contract. PDRTA anticipates awarding a one (1) year contract with up to four (4) optional one (1) year renewal periods for a possible five (5) year contract.

1. An agency contract will be awarded by the PDRTA’s Procurement Office for the period indicated and in accordance with the provisions and conditions of this solicitation. Award will be made to one bidder.

2. PDRTA will retain ownership of all brochure designs developed as a result of this contract and may use the design at the discretion of PDRTA upon termination of the contract without penalty or further enumeration. The successful bidder will provide PDRTA with an electronic copy of all material developed on its behalf.

3. Quantities shown herein are estimated requirements for the contract period and the PDRTA does not obligate itself to purchasing the full quantities indicated, but the price offered must be allowed should the quantities be less. The PDRTA’s requirements may exceed the quantities shown and all orders received by the Contractor during the term of the contract shall be filled in accordance with the terms and conditions hereinafter set forth, except that the Contractor shall not be required to ship any amount in excess of the normal use requirements of the Agency for a period beginning with the date of the purchase order and sixty (60) days after the expiration of the contract.

4. A 5% over or under run amount will be permitted and priced at a calculated per copy cost. Under run printing exceeding 5% will not be acceptable and additional quantities must be provided.

5. Bid prices must include any environmental charges and/or incidental cost.

6. SEE SCOPE OF WORK, FEDERAL CLAUSES AND CERTIFICATIONS and APPENDIX A.
PART VII - TIMELINE

Below is the schedule for accepting and choosing bids:

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<th>Date</th>
<th>Task</th>
</tr>
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<tbody>
<tr>
<td>7/19/2011</td>
<td>Request For Bid Issued</td>
</tr>
<tr>
<td>7/21/2011</td>
<td>South Carolina Business Opportunities (SCBO) advertisement</td>
</tr>
<tr>
<td>8/3/2011</td>
<td>Questions submitted by fax or electronic mail to Sandy Garris, PDRTA, 10:00 A.M.</td>
</tr>
<tr>
<td>8/5/2011</td>
<td>All questions will be answered by Sandy Garris, PDRTA</td>
</tr>
<tr>
<td>8/16/2011</td>
<td>Request For Bids Due at PDRTA, 3:00 PM</td>
</tr>
<tr>
<td>8/19/2011</td>
<td>Statement to Award will be posted on the window in PDRTA’s lobby at the Administrative Office, 313 S. Stadium Road, Florence, SC 29506 and PDRTA’s website (<a href="http://www.pdrtaweb.org">www.pdrtaweb.org</a>)</td>
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</table>

PART VIII – SCOPE OF WORK

The successful bidder shall meet or exceed the requirements as provided in the Scope of Work and on the pricing pages contained herein:

1. **Description of Contract:** PDRTA intends to issue both fall and spring schedules for all routes. In addition to the individual route brochures, PDRTA would like to have a system-wide map to delineate all of the areas served.

2. **Design and Layout of Route Brochures:** Design and layout of brochure for each route (total of 13), to include text (provided by PDRTA electronically, hard copies, and/or on disk for existing brochures), schematic mapping of route, and design of brochures (four-color process). PDRTA will work with the vendor in selecting graphics, which will be supplied by PDRTA or the vendor. *(Current route maps/schedules can be viewed at [www.pdrtaweb.com](http://www.pdrtaweb.com)).*

3. **Printing of Route Brochures:** Brochures will be printed on 80#, coated paper in full color process (Both sides with Bleed). Upon request PDRTA will send the vendor existing brochures. The brochures will be printed on the size paper below and folded as follows:
   - **A.** 8 ½ X 11  No fold
   - **B.** 8 ½ X 11  Folded to 8 ½ X 5 ½
   - **C.** 8 ½ X 11  Folded to 8 ½ X 3 ½
   - **D.** 8 ½ X 14  Folded to 8 ½ X 3 ½

4. **Design and Layout of System-Wide Brochures:** Design and layout of brochure, to include text (provided by PDRTA electronically, hard copies, and/or on disk for existing system wide brochure), schematic mapping of 13 different routes, and design of brochures (four-color process). PDRTA will provide the vendor with photographs to be used. Vendor may also work with PDRTA’s Marketing Group for design and layout.

5. **Printing of System-Wide Brochures:** Brochures will be printed on 11” x 17”, 80#, coated paper in full color process (Both sides with bleed). Upon request PDRTA will send the vendor existing brochures.

6. **Quantities to be Printed:** The quantities specified in this contract are estimates only. They do not indicate the actual quantity that will be ordered, since such volume will depend upon requirements that develop during the contract period.
Quantities shown shall not be construed to represent any amount which PDRTA shall be obligated to purchase under the contract, or relieve the vendor of his obligation to fill all orders placed by PDRTA.

<table>
<thead>
<tr>
<th>Route</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Florence Transit System Brochure</td>
<td>5000</td>
</tr>
<tr>
<td>Route 1 West Evans/Magnolia Mall</td>
<td>5000</td>
</tr>
<tr>
<td>Route 2 North Florence</td>
<td>5000</td>
</tr>
<tr>
<td>Route 3 East and South Florence</td>
<td>5000</td>
</tr>
<tr>
<td>Route 4 2nd Loop/DSS/Super Walmart</td>
<td>5000</td>
</tr>
<tr>
<td>Route 5 Palmetto St/Florence Mall</td>
<td>5000</td>
</tr>
<tr>
<td>Route 6 South Florence/Savannah Grove</td>
<td>5000</td>
</tr>
<tr>
<td>Hartsville-Darlington-Florence Commuter</td>
<td>2500</td>
</tr>
<tr>
<td>DART/Darlington Transit</td>
<td>2500</td>
</tr>
<tr>
<td>Lake City/Johnsonville/Myrtle Beach</td>
<td>2500</td>
</tr>
<tr>
<td>Marion/Myrtle Beach</td>
<td>2500</td>
</tr>
<tr>
<td>Coming Soon:</td>
<td></td>
</tr>
<tr>
<td>HART – Hartsville Transit</td>
<td>2500</td>
</tr>
<tr>
<td>Francis Marion University/Fine Arts/Downtown</td>
<td>2500</td>
</tr>
<tr>
<td>Lake City Transit</td>
<td>2500</td>
</tr>
<tr>
<td>Lake City-Florence Commuter</td>
<td>2500</td>
</tr>
<tr>
<td>Others:</td>
<td></td>
</tr>
<tr>
<td>Complimentary Paratransit/Half Fare Brochure</td>
<td>2500</td>
</tr>
<tr>
<td>Printings for service changes, public hearing, marketing, etc.</td>
<td>5000</td>
</tr>
<tr>
<td>System Wide Brochure</td>
<td>10000</td>
</tr>
</tbody>
</table>

PDRTA.

System-wide and Route brochures shall be printed and ordered in increments of 500.

Above are the estimated quantities of route brochures required by PDRTA for each brochure for the initial printing for one (1) year.

7. Delivery of Product: All schedules must be bound by rubber bands in increments of 100. Schedule brochures shall be printed, folded and delivered to PDRTA within 15 business days of receipt of copy.

8. Electronic Copy: An electronic copy of each finished schedule brochure must also be mailed to PDRTA in PDF format so that it can be uploaded to our website for viewers to print online.
9. **Schedule/Route Changes:** Although PDRTA anticipates printing “revised” brochures only a few times per year, there may be occasions when a route map or time must be changed and/or new routes are created. In such instances PDRTA will provide vendor with the changed information and the quantity needed. Delivery is expected within 15 business days of receipt of copy.

10. **Recycled Content:** Vendors are encouraged to provide bids on products with recycled content or which meet criteria for environmentally preferable products wherever such products meet the performance criteria specified in the bid documents.

11. **Formal Price Bid:** Prospective vendors are required to provide a formal written price bid for the cost of each item detailed the Scope of Work (See Appendix A). Low bids will be determined by combining: Design and Layout of each Route, Printing of each Route at original estimated quantities, Design and Layout of System-Wide Brochure, and Printing of the System-Wide Brochure at the original estimate quantities.
IX-FEDERAL CLAUSES AND FEDERAL CERTIFICATIONS

Energy Conservation
All Contracts except micro-purchases ($3,000 or less, except for construction contracts over $2,000)
Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Access to Records and Reports
These requirements do not apply to micro-purchases ($3,000 or less, except for construction contracts over $2,000). The following access to records requirements apply to this Contract:

Federal Changes
All Contracts except micro-purchases ($3,000 or less, except for construction contracts over $2,000)
Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the municipal corporation and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

Recycled Products
All contracts for items designated by the EPA, when the purchaser or contractor procures $10,000 or more of one of these items during the current or previous fiscal year using Federal funds. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Davis-Bacon and Copeland Anti-Kickback Acts
Construction contracts and subcontracts, including actual construction, alteration and/or repair, including decorating and painting, over $2,000

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

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination. (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their
representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - The municipal corporation 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 grantee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the municipal corporation 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 journeymen'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, contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in 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 18 USC 1001.

No Government Obligation to Third Parties
All contracts except micro-purchases ($3,000 or less, except for construction contracts over $2,000)

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

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. 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
All contracts except micro-purchases ($3,000 or less, except for construction contracts over $2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination
All Contracts over $10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is $100,000
a. Termination for Convenience (General Provision) the municipal corporation may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the municipal corporation's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the municipal corporation. If contractor is in possession of any the municipal corporation property, contractor shall account for same, and dispose of it as the municipal corporation directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the municipal corporation may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the municipal corporation that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the municipal corporation, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the municipal corporation in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the municipal corporation's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the municipal corporation setting forth the nature of said breach or default, the municipal corporation shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the municipal corporation from also pursuing all available remedies against contractor and its sureties for said breach or default.

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

e. Termination for Convenience (Professional or Transit Service Contracts) the municipal corporation, by written notice, may terminate this contract, in whole or in part, when it is in the municipal corporation's interest. If the contract is terminated, the municipal corporation shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the municipal corporation may terminate this contract for default. the municipal corporation shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the municipal
corporation’s convenience.

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the municipal corporation may terminate this contract for default. the municipal corporation shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while contractor has possession of the municipal corporation goods, contractor shall, as directed by the municipal corporation, protect and preserve the goods until surrendered to the municipal corporation or its agent. Contractor and the municipal corporation shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the municipal corporation’s convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the municipal corporation may terminate this contract for default. the municipal corporation shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the municipal corporation may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the municipal corporation resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the municipal corporation in completing the work. Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

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

2. Contractor, within 10 days from the beginning of any delay, notifies the municipal corporation in writing of the causes of delay. If in the municipal corporation’s judgment, delay is excusable, the time for completing the work shall be extended. the municipal corporation’s judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

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

i. Termination for Convenience or Default (Architect & Engineering) the municipal corporation may terminate this contract in whole or in part, for the municipal corporation's convenience or because of contractor’s failure to fulfill contract obligations. The municipal corporation shall terminate by delivering to contractor a notice of termination specifying the nature, extent and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2)
deliver to the municipal corporation all data, drawings, specifications, reports, estimates, summaries and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the municipal corporation’s convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor’s failure to fulfill contract obligations, the municipal corporation may complete the work by contact or otherwise and contractor shall be liable for any additional cost incurred by the municipal corporation. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the municipal corporation’s convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the municipal corporation may terminate this contract, or any portion of it, by serving a notice or termination on contractor. The notice shall state whether termination is for convenience of the municipal corporation or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the municipal corporation, or property supplied to contractor by the municipal corporation. If termination is for default, the municipal corporation may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the municipal corporation and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the municipal corporation’s convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the municipal corporation determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the municipal corporation, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

**Government Wide Debarment and Suspension (Non Procurement)**

Contracts over $25,000

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractors, 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 the municipal corporation. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the municipal corporation, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 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.
**Contracts Involving Federal Privacy Act Requirements**

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases ($3,000 or less, except for construction contracts over $2,000).

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

1. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

2. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

**Civil Rights Requirements**

All contracts except micro-purchases ($3,000 or less, except for construction contracts over $2,000)

The following requirements apply to the underlying contract:

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 USC 2000d, Sec. 303 of the Age Discrimination Act (1975), as amended, 42 USC 6102, Sec. 202 of the Americans with Disabilities Act (1990), 42 USC 12132, and 49 USC 5332, contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. Contractor shall also comply with applicable Federal implementing regulations and other 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 USC 2000e, and 49 USC 5332, contractor shall comply with all applicable equal employment opportunity requirements of USDOL, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, USDOL," 41 CFR 60 et seq., (implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC 2000e), and any applicable Federal statutes, executive orders, regulations, and policies that may in the future affect construction activities undertaken in the course of the project. Contractor shall 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, contractor shall comply with any implementing requirements FTA may issue.

(b) Age - In accordance with Sec. 4 of the Age Discrimination in Employment Act (1967), as amended, 29 USC 623 and 49 USC 5332, contractor shall refrain from discrimination against present and prospective employees for reason of age. Contractor shall also comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with Sec. 102 of the Americans with Disabilities Act (ADA), as amended, 42 USC 12112, contractor shall comply with the requirements of US Equal Employment Opportunity Commission (EEOC), Regulations to Implement Equal Employment Provisions of the Americans with Disabilities Act, 29 CFR 1630, pertaining to employment of persons with disabilities. Contractor shall also comply with any implementing requirements FTA may issue.

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

Disadvantaged Business Enterprise
Contracts over $3,000 awarded on the basis of a bid or proposal offering to use DBEs

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The municipal corporation’s overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

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

c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor’s receipt of payment for that work from the municipal corporation. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor’s work by the municipal corporation and contractor’s receipt of the partial retainage payment related to the subcontractor’s work.
f. The contractor must promptly notify the municipal corporation whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the municipal corporation.

**Incorporation of Federal Transit Administration (FTA) Terms**
All contracts except micro-purchases ($3,000 or less, except for construction contracts over $2,000)

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

**Full and Open Competition**
In accordance with 49 U.S.C. § 5325(h) all procurement transactions shall be conducted in a manner that provides full and open competition.

**Prohibition Against Exclusionary or Discriminatory Specifications**
Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

**Conformance with ITS National Architecture**
Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, “FTA National Architecture Policy on Transit Projects,” 66 Fed. Reg.1455 etseq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

**Access Requirements for Persons with Disabilities**
Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

**Notification of Federal Participation**
To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of $500,000 or more, contractor shall specify the
amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress
No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors
Any name appearing upon the Comptroller General’s list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General’s list of ineligible contractors for federally financed or assisted construction, the municipal corporation shall cancel, terminate or suspend this contract.

Other Contract Requirements
To the extent not inconsistent with foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the municipal corporation’s Procurement Guidelines, available upon request from the municipal corporation.

Compliance with Federal Regulations
Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the municipal corporation to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the municipal corporation and FTA, as 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.

Real Property
Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 29 CFR 18.31, 49 CFR 24 Subpart B, FTA Circular 5010.1D, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency

Environmental Justice
The Recipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations,” 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.
Environmental Protections
Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with
Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data
Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only
Non Federal entities that expend $500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, Audits of States, Local Governments, and Non Profit Organizations. Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than $500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in '3052.215(a), but records must be available for review or audit by appropriate officials of the Federal and State agencies.

Catalog of Federal Domestic Assistance (CFDA) Identification Number
The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

The CFDA number for the Federal Transportation Administration Nonurbanized Area Formula (Section 5311) is 20.509
A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix “ARRA” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.
Certification Regarding Debarment & Other Responsibility Matters

By submitting a proposal, Bidder certifies, to the best of its knowledge and belief, that -

(i) Bidder and/or any of its Principals -

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
(B) Have not, within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of bids; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission or any of the offenses enumerated in paragraph (i)(B) of this provision.

(ii) Bidder has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(A) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
(B) Bidder will provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
(C) If bidder is unable to certify the representations stated in paragraphs (i), Bidder must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Bidders responsibility. Failure of the Bidder to furnish additional information as requested by the Procurement Officer may render the Bidder nonresponsible.
(D) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
(E) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Bidder knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the Coast RTA, the Procurement Officer may terminate the contract resulting from this solicitation for default.

Authorized Signature

Date
**Appendix A:**
Below is the Cost Schedule that should be used when submitting a bid for this solicitation: Prospective vendors are required to provide a formal written price bid for the cost of each item detailed the Scope of Work. Low bids will be determined by combining: Design and Layout of each Route, Printing of each Route at original estimated quantities, Design and Layout of System-Wide Brochure, and Printing of the System-Wide Brochure at the original estimate quantities.

<table>
<thead>
<tr>
<th>Design and Layout of each Route Brochure, per Scope of Work, # 2:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Route 1 West Evans/Magnolia Mall</td>
<td>$_______</td>
</tr>
<tr>
<td>Route 2 North Florence</td>
<td>$_______</td>
</tr>
<tr>
<td>Route 3 East and South Florence</td>
<td>$_______</td>
</tr>
<tr>
<td>Route 4 2nd Loop/DSS/Super Walmart</td>
<td>$_______</td>
</tr>
<tr>
<td>Route 5 Palmetto St./Florence Mall</td>
<td>$_______</td>
</tr>
<tr>
<td>Route 6 South Florence/Savannah Grove</td>
<td>$_______</td>
</tr>
<tr>
<td>Hartsville-Darlington – Florence Commuter</td>
<td>$_______</td>
</tr>
<tr>
<td>DART/Darlington Transit</td>
<td>$_______</td>
</tr>
<tr>
<td>HART-Hartsville Transit</td>
<td>$_______</td>
</tr>
<tr>
<td>Francis Marion University /Fine Arts/Downtown</td>
<td>$_______</td>
</tr>
<tr>
<td>Lake City Transit</td>
<td>$_______</td>
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<tr>
<td>Lake City-Florence Commuter</td>
<td>$_______</td>
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<tr>
<td>Complimentary Paratransit/Half Fare Brochures</td>
<td>$_______</td>
</tr>
<tr>
<td>Printing for service changes, public hearing, marketing, etc.</td>
<td>$_______</td>
</tr>
<tr>
<td>System Wide Map</td>
<td>$_______</td>
</tr>
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<th>Cost of Printing per Scope of Work, # 3:</th>
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<tr>
<td>Route Numbers 1-6</td>
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<tr>
<td>1000 copies</td>
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<tr>
<td>5000 copies</td>
<td>$_______</td>
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<tr>
<td>Hartsville-Darlington – Florence Commuter</td>
<td>$_______</td>
</tr>
<tr>
<td>1000 copies</td>
<td>$_______</td>
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<tr>
<td>Service</td>
<td>Quantity</td>
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<td>---------------------------------</td>
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<tr>
<td>DART/Darlington Transit</td>
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<td></td>
<td>2500 copies</td>
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<tr>
<td>HART-Hartsville Transit</td>
<td>1000 copies</td>
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<td></td>
<td>2500 copies</td>
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<tr>
<td>FMU /Fine Arts/Downtown</td>
<td>1000 copies</td>
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<tr>
<td></td>
<td>2500 copies</td>
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<tr>
<td>Lake City Transit</td>
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<td>Lake City-Florence Commuter</td>
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<td>Complimentary Paratransit/Half Fare</td>
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</tr>
<tr>
<td>Printing for service changes, public hearing, marketing, etc.</td>
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<tr>
<td></td>
<td>2500 copies</td>
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<tr>
<td></td>
<td>5000 copies</td>
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<tr>
<td>Design and Layout of System-Wide Brochure, per Scope of Work, # 4:</td>
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<tr>
<td>Cost of Printing per Scope of Work, #: 5</td>
<td>System Wide Map</td>
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<tr>
<td></td>
<td>10000 copies</td>
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</tbody>
</table>
Receipt of Amendment (if any)-Please check [www.pdrc.org](http://www.pdrc.org) to make sure you have all amendments.

1. ____________________________  ____________________________
   Authorized Signature

2. ____________________________  ____________________________
   Authorized Signature

3. ____________________________  ____________________________
   Authorized Signature

The undersigned of this form as Offeror, upon receipt of contract acceptance hereby agrees to furnish the above items to the PDRTA in accordance with all the instructions that have been carefully reviewed and examined by the Offeror. The Offeror has submitted this proposal with the understanding that the acceptance in writing by the PDRTA of this offer to furnish the services described herein shall constitute a contract between the Offeror and the PDRTA which shall bind the Offeror on its part to furnish and deliver at the prices given and in accordance with the terms and conditions as set forth in the Invitation for Bid.

___________________________________  _________________________________
Signature      Company

__________________________________
Date