OFFERORS CHECKLIST FOR REQUEST FOR QUOTE:

Solicitation Number: 0211-01

Solicitation Description: Renovation of Men and Women’s Bathroom in the Cheraw Office

Solicitation Opening Date and Time: FEBRUARY 24, 2011 AT 3:00 PM

THE FOLLOWING MUST BE RETURNED IN A BID PACKAGE

☐ Signed solicitation - Make sure only one bid per envelope and RFQ number and description of RFQ is showing on front of the envelope. Faxed and electronic copies will be accepted.

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

☐ The bid package must be delivered by the time and date on the solicitation.

☐ Three references

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

☐ Signed Bid (cost) sheet.
REQUEST FOR QUOTE # 0211-01

DATES TO BE RECEIVED AT BELOW ADDRESS NO LATER THAN:
DATE: February 24, 2011 TIME: 3:00 PM

RFQ NO: 0211-01
DATE: January 31, 2011
BUYER: Sandy Garris
Email: sandygarris@pdrta.org
Fax: (843) 665-7552
Phone: (843) 664-5710

DESCRIPTION OF GOODS/SCOPE OF WORK: PDRTA is accepting quotes from qualified firms to provide the Pee Dee Regional Transportation Authority with a women’s and men’s restroom renovation for our office located at 3908 Highway 9, Cheraw, SC 29520.

QUOTES MAY BE SENT TO THE FOLLOWING ADDRESSES:
Mail via US Postal Service
Purchasing Manager
Pee Dee Regional Transportation Authority
P.O. Box 2071
Florence, SC 29503

UPS/FedEx, etc Hand Carry To:
Purchasing Manager
Pee Dee Regional Transportation Authority
313 S. Stadium Road
Florence, SC 29506

A pre-bid meeting will be held on February 10, 2011 at 10:30 AM in the conference room at PDRTA, 3908 Hwy. 9, Cheraw, SC 29520
Questions may be faxed to (843) 665-7552 or emailed to sandygarris@pdrta.org no later than February 15, 2011.

MUST BE SIGNED TO BE VALID-please attach quote and Federal Clauses

Social Security or Fed ID No. __________________________

Address_________________________________ Fax _________________________________

City ___________________________ State _____ Zip ________ Telephone _______________________

Email address ___________________________________________________________________

Printed Name ______________________________

Signed Name ___________________________ Date ___________________________

SCDOT DBE Certification Number (If Applicable) ___________________________________
SCOPE OF WORK:

1. The SCOPE OF WORK will be provided at a pre-bid meeting at the PDRTA Cheraw Office located at 3908 Highway 9, Cheraw, SC on February 10, 2011 at 10:30 AM to include plumbing, carpentry, tile work, painting, electrical and etc. This pre-bid meeting is not mandatory but it is advisable. The successful bidder (contractor) is required to be familiar with and will be held responsible for knowledge of existing conditions, which would have been known to him/her had they attended the meeting.

2. The PDRTA will provide the fixtures (vanity with sink, granite top with sink for ADA bathroom, mirrors, light fixtures, toilet paper dispensers, paper towel dispensers, grab bars, lavatory faucets, soap dispenser), tile and paint. The existing commodes will not be replaced.

3. The contractor will supply the material to build an ADA vanity (granite top, lavatory faucet and sink will be provided), thin-set for tiling and any necessary under-layments that are required. The urinal in the Men’s bathroom will need to be tightened and the existing overhead lights in both bathrooms will need to be braced. The light fixture wiring box over vanities will need to be moved to make sure that the light fixture is centered over vanities. Also, the under sink plumbing will need to be centered under new vanities.

4. The contractor should have a minimum of (5) five years experience in rest room renovations and **submit (3) three references** which are similar to this scope of work.

5. Upon completion of the purchase order, the successful vendor will have two (2) to three (3) calendar weeks to make all repairs to the restrooms. If additional time is needed this will be negotiated by PDRTA.

INSURANCE:

Commercial General Liability:

1. General Aggregate (per project) $1,000,000
2. Products and Completed Operations Aggregate $1,000,000
3. Personal and Advertising Injury $1,000,000
4. Each Occurrence $1,000,000
5. Fire Damage (Any one fire) $ 50,000
6. Medical Expense (Any one person) $ 5,000

Business Auto Liability (including all owned, non-owned, and hired vehicles)

1. Combined Single Limit $ 500,000

Workers Compensation:

1. State Statutory
2. Employers Liability $ 100,000 per accident
   $ 500,000 Disease Policy Limit
   $ 100,000 Disease, Each Employee
SPECIAL PROVISIONS:

1. An agency purchase order will be awarded by Pee Dee Regional Transportation Authority.

2. Award will be made to one bidder for all services. Awards shall be made to the lowest responsive and responsible source.

3. Bid prices must be fixed for the term of the contract except Pee Dee Regional Transportation Authority shall be advised 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.

4. All items in attached bid schedule must have a price for bid to be considered.

GENERAL INSTRUCTIONS:

1. Quotes must be received in the Purchasing Department on or before the date and time stated. Please reference title and quote number on return envelope. Quotes will be considered as specified herein or attached hereto under the term and conditions of this proposal.

2. Quotes must be in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal.

3. Offerors are to include all applicable requested information and are encouraged to include any additional information they wish to be considered.

4. Quotes will be received by the Pee Dee Regional Transportation Authority until 3:00 PM February 24, 2011. Quotes and modifications thereof, received at the office designated in the RFQ after the exact hour and date specified for receipt of proposal, will not be considered. Any quotes received after the scheduled opening date and time will be immediately disqualified in accordance with the S.C. Consolidated Procurement Code and Regulations.

5. All questions, request for information, or requests for clarification regarding this RFQ must be submitted as indicated below. Questions, request for information or requests for clarification must be submitted in writing and received by February 15, 2011 10:00 AM. Questions will be answered by February 18, 2011. After this date no further questions will be addressed. After all written requests have been received a response in the form of a written amendment to the RFQ will be mailed or emailed to all potential offerors. Oral explanations or instructions will not be binding. Amendments must be signed and returned before opening date.

6. If a Statement of Award is desired, enclose a stamped, self-addressed envelope.

7. Do not include any taxes in the quotation price(s). Pee Dee Regional Transportation Authority will supply tax exempt certificate upon request.
The Statement of Award will be posted on the window in the lobby of PDRTA's Administrative Office at 313 S. Stadium Road, Florence, SC 29506 on February 25, 2011.

As a public non-profit entity, the Pee Dee Regional Transportation Authority is subject to the following Prohibition of Gratuities:

Amended Section 8-13-420 of the 1976 CODE OF LAWS OF SOUTH CAROLINA states: "Whoever gives or offers to any public official or public employee any compensation including a promise of future employment to influence his action, vote, opinion or judgment shall be subject to the punishment as provided by 16-9-210 and 16-9-220."

**TIMELINE**

Below is the schedule for accepting and choosing bids:

<table>
<thead>
<tr>
<th>Date</th>
<th>Task</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/31/11</td>
<td>Request For Quote Issued</td>
</tr>
<tr>
<td>2/3/11</td>
<td>South Carolina Business Opportunities (SCBO) advertisement</td>
</tr>
<tr>
<td>2/10/11</td>
<td>Adviseable Pre-Bid Meeting at 10:30AM</td>
</tr>
<tr>
<td>2/15/11</td>
<td>Questions submitted by fax or electronic mail to Sandy Garris, PDRTA</td>
</tr>
<tr>
<td>2/18/11</td>
<td>All questions will be answered by Sandy Garris, PDRTA</td>
</tr>
<tr>
<td>2/24/11</td>
<td>Request For Bids Due at PDRTA, 3:00 PM</td>
</tr>
<tr>
<td>2/25/11</td>
<td>Statement to Award will be posted on the window in PDRTA’s lobby at</td>
</tr>
<tr>
<td></td>
<td>Administrative Office, 313 S. Stadium Road, Florence, SC 29506</td>
</tr>
</tbody>
</table>

**GENERAL PROVISIONS:**

1. Pee Dee Regional Transportation Authority reserves the right to reject any and all quotes in whole or in part, to waiver all technicalities and to cancel the solicitation.

2. Unit Prices: Unit prices will govern over extended prices unless otherwise stated in notice.

3. Bidder’s Qualifications: Bidders must, upon request of the PDRTA 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 the final determination as to the bidder’s ability to provide the products or services requested herein.

4. Bidder’s Responsibility: Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes 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 the quote or to the contract.

5. Award Criteria: The contract shall be awarded to the lowest responsible and responsive bidder(s) whose quote meets the requirements and criteria set forth in the Request for Quote.
6. Specifications: Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible thereof. Deviations must be explained in detail on separate attached sheet(s).

7. Amendments: All amendments to and interpretations of this solicitation shall be in writing. The Procurement Officer shall not be legally bound by an amendment or interpretation that is not in writing. The amendment must be signed and returned for bid to be valid.

GENERAL CONDITIONS:

1. In case of default by contractor, the PDRTA reserves the right to purchase any or all items in default in open market charging contractor with any additional costs. The defaulting contractor shall not be considered a responsible bidder until the assessed charge has been satisfied.

2. Prices bid must be based upon payment in thirty days after delivery and acceptance. Discount for payment in less than thirty days will not be considered in making award.

3. The right is reserved to reject any quote in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended.

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

5. Ambiguous quotes which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or otherwise disregarded.

6. Failure to respond to three consecutive quote notices may result in removal of bidder’s name from mailing list. If not submitting a quote, respond by returning the form only marking it “NO BID” and explain the reason.

7. Unless otherwise indicated in the quote notice, prices must be firm.

8. Assignment: No contract may be assigned, or transferred without the written consent of the PDRTA.

9. Affirmative Action: The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
10. Non Appropriations: Any contract entered into by the PDRTA or its department, employees or agents resulting from the Request for Quote shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

11. Termination: Subject to the Provisions below, the contract may be terminated for any reason by the PDRTA 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 canceled upon request and for the convenience of the PDRTA without the required thirty (30) days advance written notice, then the PDRTA may negotiated 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 cost, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in this Request for Quote shall apply.

12. Item Substitution: (This general condition does not apply to solicitations for printing or service requirements). No substitutes will be allowed on purchase orders received from the PDRTA without permission from the Purchasing Manager.

REQUIRED FTA CONTRACT CLAUSE SECTION
(GOVERNMENT-WIDE DEBARMENT AND SUSPENSION NONPROCUREMENT)
49 CFR Part 29
Executive Order 12549


The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed $25,000 as well as any contract or subcontract (at any level) for Federally required auditing services 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from $100,000 to $25,000. These are contracts and subcontracts referred to in the regulation as “covered transactions.”

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by:
   
   A. Checking the Excluded Parties List System,
   B. Collecting a certification from that person, or
   C. Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.
Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, Subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

2. **SUSPENSION AND DEBARMENT:** 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 Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

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 bids, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by PDRTA. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to PDRTA, 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.

### ACCESS TO RECORDS AND REPORTS

<table>
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<th>Reference Chart</th>
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</thead>
</table>

**Applicability to Contracts**
Reference Chart "Requirements for Access to Records and Reports by Type of Contracts"

**Applicability to Micro-Purchases**
Micro-purchases are defined as those purchases under $2,500. These requirements do not apply to micro-purchases.

**Flow Down**
FTA does not require the inclusion of these requirements in subcontracts.

**Model Clause/Language**
The specified language is not mandated by the statutes or regulations referenced, but the language provided paraphrases the statutory or regulatory language.

**Access to Records** - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subrecipient of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a), which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

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

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

7. FTA does not require the inclusion of these requirements in subcontracts.

### Requirements for Access to Records and Reports by Types of Contract

<table>
<thead>
<tr>
<th>Contract Characteristics</th>
<th>Operational Service Contract</th>
<th>Turnkey</th>
<th>Construction</th>
<th>Architectural Engineering</th>
<th>Acquisition of Rolling Stock</th>
<th>Professional Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Grantees</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Contracts below SAT ($100,000)</td>
<td>None</td>
<td></td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>b. Contracts above $100,000 Capital Projects</td>
<td>None, unless non-competitive award</td>
<td>Those imposed on state pass through to Contractor</td>
<td>Yes, if non-competitive award or if funded thru 5307/5309/5311</td>
<td>None unless non-competitive award</td>
<td>None unless non-competitive award</td>
<td>None unless non-competitive award</td>
</tr>
</tbody>
</table>
II. Non State Grantees

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>Those imposed on non-state Grantee pass through to Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Contracts below SAT ($100,000)</td>
<td>Yes³</td>
<td>Yes</td>
</tr>
<tr>
<td>b. Contracts above $100,000 Capital Projects</td>
<td>Yes³</td>
<td>Yes</td>
</tr>
</tbody>
</table>

Sources of Authority:

1 49 USC 5325 (a)
2 49 CFR 633.17
3 18 CFR 18.36 (i)

ENERGY CONSERVATION REQUIREMENTS

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

Applicability to Contracts
The Energy Conservation requirements are applicable to all contracts.

Applicability to Micro-Purchases
Micro-purchases are defined as those purchases under $2,500. These requirements do not apply to micro-purchases.

Flow Down
The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.

Model Clause/Language
No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. The following language has been developed by FTA:

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

FEDERAL CHANGES

49 CFR Part 18

Applicability to Contracts
The Federal Changes requirement applies to all contracts.

Applicability to Micro-Purchases
Micro-purchases are defined as those purchases under $2,500. These requirements do not apply to micro-purchases.
Flow Down
The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Model Clause/Language
No specific language is mandated. The following language has been developed by FTA:

**Federal Changes** – Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this contract.

**NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

Applicability to Contracts
Applicable to all contracts.

Applicability to Micro-Purchases
Micro-purchases are defined as those purchases under $2,500. These requirements do not apply to micro-purchases.

Flow Down
Not required by statute or regulation for either primary contractors or sub-contractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

Model Clause/Language
While no specific language is required, FTA has developed the following language.

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

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

**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**
31 U.S.C. 3801 et. seq.
49 U.S.C. 5307
Applicability to Contracts
These requirements are applicable to all contracts.

Applicability to Micro-Purchases
Micro-purchases are defined as those purchases under $2,500. These requirements do not apply to micro-purchases.

Flow Down
These requirements flow down to contractors and sub-contractors who make, present, or submit covered claims and statements.

Model Clause/Language
These requirements have no specified language, so FTA offers the following language.

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

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

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

TERMINATION
49 U.S.C. Part 18

Applicability to Contracts
All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education) in excess of $10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is $100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the Contractor.

Flow Down
The termination requirements flow down to all contracts in excess of $10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

**Model Clause/Language**

FTA does not prescribe the form or content of such clauses. The following are suggestions of clauses to be used in different types of contracts:

1. **Termination for Convenience (General Provision).** The PDRTA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the PDRTA to be paid the Contractor. If the Contractor has any property in its possession belonging to the PDRTA, the Contractor will account for the same, and dispose of it in the manner the PDRTA directs.

2. **Termination for Default [Breach or Cause] (General Provision).** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the PDRTA may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

3. **Opportunity to Cure (General Provision).** The PDRTA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate condition.

If Contractor fails to remedy to the PDRTA’s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from the PDRTA setting forth the nature of said breach or default, the PDRTA 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 PDRTA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

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

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

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

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

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

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

8. **Termination for Default (Construction).** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the PDRTA may terminate this contract for default. The PDRTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the PDRTA 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. The Contractor and its sureties shall be liable for any damage to the PDRTA resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

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

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

B. The Contractor, within ten (10) days from the beginning of any delay, notifies the PDRTA in writing of the causes of delay. If in the judgment of the PDRTA, the delay is excusable, the time for completing the work shall be extended. The judgment of the PDRTA shall be final and conclusive on the parties, but subject to appeal under the Dispute clauses.
If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the PDRTA.

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

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

If the termination is for failure of the Contractor to fulfill the contract obligations, the PDRTA may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the PDRTA.

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

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

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

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

**CIVIL RIGHTS REQUIREMENTS**

29 CFR Part 1630, 41 CFR Parts 60 et. seq.

**Applicability to Contracts**
The Civil Rights Requirements apply to all contracts.

**Applicability to Micro-Purchases**
Micro-purchases are defined as those purchases under $2,500. These requirements do not apply to micro-purchases.

**Flow Down**
The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

**Model Clause/Language**
The following clause was predicated on language contained at 49 CFR Part 19, Appendix A, but FTA has shortened the lengthy text.

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

2. **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:
   A. **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age.

   Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

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

**INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

**Applicability to Contracts**
The incorporation of FTA terms applies to all contracts.

**Applicability to Micro-Purchases**
Micro-purchases are defined as those purchases under $2,500. These requirements do not apply to micro-purchases.

**Flow Down**
The incorporation of FTA terms has unlimited flow down.

**Model Clause/Language**
FTA has developed the following incorporation of terms language:

_Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E 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 the PDRTA’s requests which would cause the PDRTA to be in violation of the FTA terms and conditions._

**RECYCLED PRODUCTS**

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

**Applicability to Contracts**
The Recycled Products requirements apply to 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 fiscal year, or has procured $10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These new regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases...
$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was $10,000.

**Applicability to Micro-Purchases**

Micro-purchases are defined as those purchases under $2,500. These requirements do not apply to micro-purchases.

**Flow Down**

These requirements flow down to all to Contractor and subcontractor tiers.

**Model Clause/Language**

No specific clause is mandated, but FTA has developed the following language.

*Recovered Materials - 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.*

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

*49 CFR Parts 26*

**Background and Applicability**

The newest version on the Department of Transportation’s Disadvantaged Business Enterprise (DBE) program became effective July 16, 2003. The rule provides guidance to grantees on the use of overall and contract goals, requirement to include DBE provisions in subcontracts, evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE subcontractors. Additionally, the DBE program dictates payment terms and conditions, including limitations on retainage applicable to all subcontractors regardless of whether they are DBE firms or not.

The DBE program applies to all DOT-assisted contracting activities. A formal clause such as that below must be included in all contracts above the micro-purchase level. The requirements of clause Subsection b flow down to subcontracts.

A substantial change to the payment provisions in this newest version of Part 26 concerns retainage (see section 26.29). Grantee choices concerning retainage should be reflected in the language choices in clause Subsection d.

**Clause Language**

The following clause language is suggested, not mandatory. It incorporates the payment terms and conditions applicable to all subcontractors based in Part 26 as well as those related only to DBE subcontractors. The suggested language allows for the options available to grantees concerning retainage, specific contract goals, and evaluation of DBE subcontracting participation when specific contract goals have been established.

**Disadvantaged Business Enterprises**

1. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency’s overall goal for DBE participation is 3%. A separate contract goal has not been established for this procurement.
2. 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 DOT-assisted 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 PDRTA deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

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

3. The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than thirty (30) days after the Contractor’s receipt of payment for that work from the PDRTA. In addition, is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this contract is satisfactorily completed.

The Contractor must promptly notify, 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 PDRTA.
BID SHEET FOR REST ROOM RENOVATIONS

1. WOMEN’S AND MEN’S REST ROOM RENOVATIONS                  $ ________________

Receipt of Addendum (if any)

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 Request for Quote.

_____________________________                         ______________________________
Signature       Company

_____________________________
Date