

**Invitation for Bids #18-1812  
Tulsa Transit  
Issued:  
May 25, 2018**

Notice is hereby given that the Metropolitan Tulsa Transit Authority (Tulsa Transit) in Tulsa, Oklahoma will receive sealed bids for the following:

Description: **Purchase and Installation of HVAC replacement units**

You are invited to submit a bid to supply the goods and/or services specified above. Invitations for Bids (IFB) are on file at the Tulsa Transit office shown below. You may also request a copy of the IFB via email by contacting the Accounting & Grants Manager at [jvhooser@tulsatransit.org](mailto:jvhooser@tulsatransit.org) or by calling 918-560-5609.

Metropolitan Tulsa Transit Authority  
Attention: Jack Van Hooser  
Accounting & Grants Manager  
510 S. Rockford Avenue  
Tulsa, Oklahoma 74120

**Bids must be received no later than 4:30PM Local Time on July 12, 2018** and be delivered to the above address. Bids must be sealed and either mailed or delivered. No faxed or emailed bids will be considered. Bids received after the stated date and time will not be considered and will be returned to the bidder unopened.

The anticipated schedule for selection of a Proposer is as follows:

Invitation for Bid Released	<b>May 25, 2018</b>
Advertisement	<b>May 27 &amp; June 3, 2018</b>
Walk through of facilities	<b>June 14, 2018 @ 10:00AM</b>
Questions Due/Request for Alternatives	<b>June 28, 2018 @ 4:30PM</b>
Bids Due	<b>July 12, 2018 @ 4:30PM</b>
Contract Award	<b>July 31, 2018 12:00PM</b>

**Section 1 – Instructions and General Information**

**Accounting & Grants Manager**

If you have any questions or need additional information, contact the buyer via email:

Jack Van Hooser,  
Accounting & Grants Manager  
[jvhooser@tulsatransit.org](mailto:jvhooser@tulsatransit.org)  
Include the IFB number on the subject line

**Bidder's Notice of Intent to Submit a Bid**

Email the Accounting & Grants Manager indicating your intent to bid. Include the IFB number on the subject line of the email. You will receive an email response indicating that your Notice of

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Intent to Bid was received. The same procedure will be followed to request clarification in writing of any point in the IFB.

Bidders are encouraged to contact the Accounting & Grants Manager by email if there is anything in the specifications that would prevent you from submitting a bid. **Questions must be received by Tulsa Transit not later than 4:30PM on June 28, 2018.** Questions and answers will be provided by amendment to the Invitation for Bids.

**Amendments to the Invitation for Bids**

Any bidder that has submitted a Notice of Intent to Submit a Bid via email will be notified of any amendment by email. The bidder will be required to acknowledge the receipt of all amendments as part of the bid package.

**Bid Packet Submission**

Tulsa Transit requires three copies of bid documents, one original, and two copies. Each must be clearly labeled on the front sheet. An electronic copy is required. The bid packet shall consist of the following documents:

1. Bid Sheet (Exhibit A)
2. Exceptions to Specifications if Needed (attach to bid sheet)
3. DBE Qualification Form (Exhibit B)
4. Statement of Qualifications (Exhibit C)
5. Customer References (Exhibit D)
6. FTA Federally Required Contract Clause form (Exhibit E)

Bidders must propose a fixed price for the items specified in this Invitation for Bid and for any proposed options. Tulsa Transit is a tax exempt public trust established by the City of Tulsa and funded by federal and local governments to provide public bus transportation.

**Contract Award**

Tulsa Transit reserves the right to reject any and all bids in whole or part. Multiple contracts may be awarded as a result of this solicitation. If a contract is awarded, it will be awarded to the bidder offering the best overall value to Tulsa Transit, provided that the bidder has been determined to be a responsive, responsible bidder meeting specifications. If Tulsa Transit selects your bid you shall not commence work until you have received authorization in writing from the Procurement and Grants Administrator.

**Payment Terms**

Bidder shall deliver all goods in new condition and free and clear of liens. Acceptance will be at the Tulsa Transit facility, 510 S. Rockford Ave., Tulsa, Oklahoma 74120. Final payment will be made upon receipt and acceptance of all goods and services by Tulsa Transit.

**Delivery Schedule**

Time is of the essence in the performance of this contract. All deliveries must take place prior to **August 31, 2018.** An earlier delivery is desired if possible.

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**Compliance with Oklahoma Taxpayer and Citizen Protection Act**

The Oklahoma Taxpayer and Citizen Protection Act of 2007 (“OTCPA”) prohibits Tulsa Transit from entering into a contract for the physical performance of services within Oklahoma unless the contractor registers and participates in a Status Verification System to verify the work eligibility status of all new employees. According to the OTCPA, a Status Verification System means an electronic system operated by the federal government, through which an authorized official of an agency of the State of Oklahoma or of a political subdivision therein may make an inquiry, by exercise of authority delegated pursuant to Section 1373 of Title 8 of the United States Code, to verify or ascertain the citizenship or immigration status of any individual within the jurisdiction of the agency for any purpose authorized by Section 7 of this act. The Status Verification System shall be deemed to include:

- a. the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996, P.L. 104-208, Division C, Section 403(a); 8 U.S.C., Section 1324a, and operated by the United States Department of Homeland Security, known as the Basic Pilot Program,
- b. any equivalent federal program designated by the United States Department of Homeland Security or any other federal agency authorized to verify the work eligibility status of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603,
- c. any other independent, third-party system with an equal or higher degree of reliability as the programs, systems, or processes described in this paragraph, or
- d. the Social Security Number Verification Service, or such similar online verification process implemented by the United States Social Security Administration.

Contractor agrees to comply with all provisions of the OTCPA, including the requirement set forth in 25 O.S. §1313 to register and participate in the Status Verification System, as defined in that statute, to verify the work eligibility status of all new employees employed in the State of Oklahoma. Contractor agrees to defend, indemnify and hold Tulsa Transit harmless from any and all claims, penalties, fines, damages and any other liability or cost to Tulsa Transit arising from Contractor’s failure to comply with this paragraph or any of the provisions of the OTCPA.

**Conflict of Interest**

Each entity that enters into a contract with Tulsa Transit is required, before entering into such contract, to inform Tulsa Transit of any real or apparent organizational conflict of interest. Such organizational conflict of interest exists when the nature of the work to be performed under a contract may result in an unfair competitive advantage to the contractor, or may impact contractor's objectivity in performing the contract work. If the bidder is aware of any such conflict of interest it must clearly describe the circumstances of the conflict in the bid or proposal submitted.

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**Section 2 – Specifications**

Tulsa Transit’s references to a brand name, manufacturer, make, or catalogue designation in describing an item in this bid packet does not restrict you to that brand or model. Tulsa Transit may make such a reference to indicate the type, character, quality, and/or performance of the item desired. However you are required to furnish the exact item described in your bid unless a proposed substitution is clearly described and noted in your bid.

All goods shall be new unless otherwise so stated in the Invitation for Bid. Any unsolicited alternative bid, or any changes, insertions or omissions to the terms and conditions, specifications, or any other requirements of this bid, may be considered non-responsive and result in the bid being rejected. **Any request for approval of an alternative bid must be submitted to Tulsa Transit not later than 4:30PM on June 28, 2018.** The results of any alternative bid requests will be provided by amendment to the Invitation for Bids. Exceptions to the specifications shall be listed and fully explained on a separate page entitled “Exceptions to Specifications.”

Description

Tulsa Transit is soliciting bids to replace (2) Package Unit, (1) mini split system and (3) Make Up Air Units.

**MINIMUM SPECIFICATIONS ARE AS FOLLOWS**

- Contractor shall furnish all labor, material, equipment, and insurance required to execute, install, and complete this project in accordance to these specifications.

Call Center	(1) Rheem RKKLB151DL25E (or approved equal) 250K BTU, 460/3 HVAC Package Unit (ground level) with hail guards, analog economizer, new duct connections as needed. Installation shall include wall mount controller. Proposer shall be responsible for hauling off Carrier package unit being removed.
Administration	(1) Cooling Only Mitsubishi PUYA30NH6 (or approved equal), 30K BTU, 230/1 Mini Split System. Installation shall include wall mount controller. Proposer shall take precautions to not damage unit being removed in order to preserve any residual value.

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Maintenance	<p>(1) Hastings EBD-125-18-2113 (or approved equal) Direct Fired Make-Up Air with 7.5 HP motor-Natural gas fired with 1 PSIG Gas Pressure, Rooftop Mounted, Weatherproof, 460/60/03 Power, HR-2 Arrangement, 2" Cleanable Filters and Intake Hood. Installation shall include new roof curb and wall mount controller. Proposer shall be responsible for hauling off old unit being removed.</p> <p>(1) Hastings EBD-112-32-0376 (or approved equal) Direct Fired Make-Up Air with 2 HP motor-Natural gas fired with 1 PSIG Gas Pressure, Rooftop Mounted, Weatherproof, 115/60/01 Power, HR-2 Arrangement, 2" Cleanable Filters and intake Hood. Installation shall include new roof curb and wall mount controller. Proposer shall be responsible for hauling off old unit being removed.</p> <p>(1) Hastings EBD-112-0-0587 (or approved equal) Direct Fired Make-Up Air with 5 HP motor-Natural gas fired with 1PSIG Gas Pressure, Rooftop Mounted, Weatherproof, 460/60/03 Power, HR-2 Arrangement, 2" Cleanable Filters and intake Hood. Installation shall include new roof curb wall mount controller. Proposer shall be responsible for hauling off old unit being removed.</p> <p>(1) Rheem RKRL-C120DL22E (or approved equal) 225K BTU, 460/3 HVAC Package Rooftop Unit with hail guards, analog economizer, new duct connections as needed. Installation shall include new roof curb and lockable auto wall mount controller. Proposer shall take precautions to not damage unit being removed in order to preserve any residual value.</p>
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**Requirement and Considerations**

- The contractor shall examine the premises and observe the conditions under which the work will be done, or other circumstances which will affect the contemplated work. No allowance will be made subsequently in this connection for any error or negligence on the contractor's part.
- New units **MUST** be rated 13 seer or greater with the same furnace size, airflow, and cooling capacity as the existing units if applicable.
- Remove and replace curb adapter as required for new units.
- Contractor shall coordinate delivery times with a representative of Tulsa Transit. Contractor will make provisions for crane location after the notification of the delivery.

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- All equipment and materials shall be installed according to the manufacturer's written instruction. All work shall be performed in a neat and workmanship like manner, as determined by the Tulsa Transit. Contractor shall align, level, and adjust all equipment components for satisfactory operation. Mechanical and electrical equipment shall operate properly without objectionable noise or vibration within the manufacturer's specifications. Contractor shall disconnect, remove, and properly dispose of the existing units. Contractor shall be responsible for protecting all existing ductwork, insulation, piping, electrical and control wiring/devices, drains, etc.
- Except where replacement materials are provided by Tulsa Transit or where new material is specifically called for, Contractor shall utilize existing connections and materials where practical and shall otherwise replace or fabricate new connections/materials as necessary to provide a complete and sound installation. If additional power, wiring, etc. is needed for the installation, it shall be the Contractor's responsible to provide these materials.
- The contractor shall furnish Tulsa Transit a minimum of a two-year guarantee of workmanship and materials, dating from time of acceptance of the project, and shall make good any defects which may occur during that period. If any special guarantees in excess of the two-year period are specified by the manufacturer, these guarantees shall take precedence over the two-year period of guarantee. ***Any service request generated by Tulsa Transit shall require a maximum response time of no more than one (1) hours for all HVAC equipment listed in this IFB. This service response requirement will need to be available twenty four hours a day, seven days a week, and 365 days a year while under the required labor/manufacturer's warranty period.***
- Upon completion of work, and before final payment or release of retainage, contractor shall submit, and obtain from each subcontractor, material supplier and equipment manufacturer's general warranties. Final payment will be held until all work has been inspected by an authority elected by Tulsa Transit to insure proper installation of equipment.
- The contractor shall give all notices and obtain and pay all necessary permits required by local laws and regulations for buildings.

### Project Considerations

With regards to the Administration server room mini split installation

- Wind baffles or ambient controls are required for mini split condenser that will service the server room in Administration
- Minimum equipment operating range of 0°F to 115° F (-18° C to 46° C) is required.
- Server room condensers are to be mounted according to code and clearances.

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Qty	Equipment	Model#	Location
1	RHEEM Package Unit	RKKLB151DL25E	Call Center
1	Mitsubishi Cooling	PUYA30NH6	Administration
1	Hastings	EBD-125-18-2113	Maintenance
1	Hastings	EBD-112-32-0376	Maintenance
1	Hastings	EBD-112-0-0587	Maintenance
1	Rheem	RKRL-C120DL22E	Maintenance

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**1. CERTIFICATION REGARDING COMPTROLLER GENERAL'S LIST OF INELIGIBLE PROPOSERS**

The Proposer or Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Comptroller General;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or Contract Agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(If the Proposer or Sub-contractor is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PROPOSER OR CONTRACTOR, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 et. seq. ARE APPLICABLE

By: \_\_\_\_\_  
Authorized Signature Company

The authorized official signing above hereby certifies that he/she shall, under State and Local law, comply with the subject assurances and that the certification above has been legally made.

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2012.

Notary Number \_\_\_\_\_

My Commission Expires \_\_\_\_\_



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**Exhibit A**

**BID SHEET (Page 1 of 2)**

**1. Bidder Information**

Bidder's Exact Legal Name: \_\_\_\_\_

(Bidder's company name as reflected on its organizational documents, i.e., not a DBA)

State of Organization: \_\_\_\_\_

Bidder's Type of Legal Entity: (check one)

Sole Proprietorship  Limited Liability Company  Partnership

Limited Liability Partnership  Corporation  Limited Partnership  Other:

Bidder's Address: \_\_\_\_\_

Street

City

State

Zip Code

Bidder's Website \_\_\_\_\_ Email Address: \_\_\_\_\_

Sales contact:

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

Street: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Alternate sales contact:

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

Street: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

1. Delivery. If your Bid is accepted and a contract is executed, state the number of days from the date of contract signing you need to complete the work: \_\_\_\_\_.

You must be able to deliver the Goods and/or Services as specified in your Bid. Failure to do so may result in Tulsa Transit terminating the contract.

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**BID SHEET (page 2 of 2)**

2. Pricing (Attach additional pages if needed.)

Make/Model (attach complete specification)	Quantity	Unit Price	Extended Price	Installation Cost	Total Cost
<b>TOTAL</b>					

Bidder Declaration:

1. That bidder has carefully read and fully understands the full scope of the Specifications.
2. That bidder has the capability to successfully undertake and complete the responsibilities and obligations in said Specifications.
3. That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to bid opening, but may not be withdrawn after bid opening date and time.
4. That the TULSA TRANSIT reserves the right to award or reject any or all bids and to accept that bid which will, in its opinion, best serve the public interest. TULSA TRANSIT reserves the right to waive any technicalities and formalities in the Proposal/Bidding.
5. I acknowledge receipt of addenda number(s)

Addenda # 1 Date \_\_\_\_\_ Initialed \_\_\_\_\_  
 Addenda # 2 Date \_\_\_\_\_ Initialed \_\_\_\_\_  
 Addenda # 3 Date \_\_\_\_\_ Initialed \_\_\_\_\_  
 Addenda # 4 Date \_\_\_\_\_ Initialed \_\_\_\_\_

The undersigned Bidder hereby submits to TULSA TRANSIT this bid to TULSA TRANSIT for Construction Services.

Bidder's Company Name \_\_\_\_\_

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Authorized Signature Here ►

Printed Name: \_\_\_\_\_

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**Exhibit B  
DBE QUALIFICATION FORM**

\_\_\_ Is your firm certified as a DBE with the Oklahoma Department of Transportation (ODOT).

Does your firm meet the following requirements to qualify as a DBE under the DOT DBE Program:

\_\_\_ Disadvantaged owners are U. S. citizens or legal permanent residents.

\_\_\_ Firm's annual gross income does NOT exceed \$17.20 million (averaged over 3 years).

\_\_\_ Firm is at least 51% owned and controlled by socially and economically disadvantaged individuals.

\_\_\_ Firm meets SBA small business size in the primary industry group (13 CFR part 121).

\_\_\_ Firms owned by ANC's Indian Tribes, and Native Hawaiian Organizations, meet the small business size requirements and are controlled by socially and economically disadvantaged individuals.

\_\_\_ Firms and owners meet the requirements of part 26 concerning licenses and credentials.

\_\_\_ Firms must be for – profit.

\_\_\_ Please check here if this does not apply to your company.

Contact Jack Van Hooser at 918-382-4936 should you need information regarding DBE Certification.

Please print the following information:

Firm Name \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

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**Exhibit C**

**STATEMENT OF BIDDER'S/ PROPOSER'S QUALIFICATIONS (Page 1 of 2)**

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Should this page not be part of the bid/proposal packet, you're bid will be classified as not in compliance and may be disqualified. The questions may be answered on separate attached sheets. Bidder/Proposer may submit additional information he/she desires.

Name of Bid/Proposer \_\_\_\_\_

Permanent Main Office Address \_\_\_\_\_

Office Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Fax Number \_\_\_\_\_ E-mail Address \_\_\_\_\_

When Organized \_\_\_\_\_

If a Corporation, where Incorporated \_\_\_\_\_

How many years have you been engaged in business under your present firm name? \_\_\_\_

List previous business names if any \_\_\_\_\_

Have you ever failed to complete any work awarded to you? \_\_\_\_\_

Have you ever defaulted on a Contract Agreement? \_\_\_\_\_

If you answered yes to 9 or 10 above attach explanation.

Attach background and experience of the principal members of your organization, including the officers.

Provide D&B report or other statement of credit.

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**STATEMENT OF BIDDER'S / PROPOSER'S QUALIFICATIONS (Page 2 of 2)**

Bidder/Proposer may submit any additional information he/she desires.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Being duly sworn deposes and says that he/she is \_\_\_\_\_ (Title) and that the answers to the foregoing questions and all statements therein contained are true and correct.

By: \_\_\_\_\_  
Authorized Signature                      Name of Corporation or Firm

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Notary Public: \_\_\_\_\_

Notary Number \_\_\_\_\_

My Commission Expires \_\_\_\_\_

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**Exhibit D  
References**

Bidder shall furnish the names, addresses and phone numbers for a minimum of three firms or government organizations for which the bidder is currently furnishing or has furnished products and services within the past three years.

Customer References

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Describe products / services provided \_\_\_\_\_  
Length of Time Providing Products / Services \_\_\_\_\_

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Describe products / services provided \_\_\_\_\_  
Length of Time Providing Products / Services \_\_\_\_\_

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Describe products / services provided \_\_\_\_\_  
Length of Time Providing Products / Services \_\_\_\_\_

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Describe products / services provided \_\_\_\_\_  
Length of Time Providing Products / Services \_\_\_\_\_

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Describe products / services provided \_\_\_\_\_  
Length of Time Providing Products / Services \_\_\_\_\_

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**Section 3 - Federal Clauses**

**1.0 No Obligation by the Federal Government.**

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

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

**2.0 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 subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the sub-proposer who will be subject to the provisions.

**3.0 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 sub grantee 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

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any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

**4.0 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.

**5.0 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.

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

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

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

**6.0 Disadvantaged Business Enterprises**

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 3%. A separate contract goal has not been established for this procurement.

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 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 {insert agency name} deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder/offeree will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 15 days from the receipt of each payment the prime contractor receives from MTTA. The prime contractor agrees further to return any retainage payments to each subcontractor within 20 days after the subcontractor's work is satisfactorily completed. Should payment not be rendered in a timely manner, MTTA shall hold an informal hearing, where the contractor and subcontractor, meet with representatives from MTTA. After hearing from both parties, a decision will be rendered within five days, detailing the consequences/sanctions, which shall be consistent with the non-compliant issue, which could, if warranted, include termination for default or convenience. The contractor officer shall work with the DBELO and Administrator of Grants and Procurement, and other representatives as necessary. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of MTTA. This clause applies to both DBE and non-DBE subcontracts. e. The contractor must promptly notify MTTA, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its

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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 MTTA.

**7.0 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 4220.1F, 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 (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

**8.0 Termination**

(1) Termination for Convenience (General Provision) MTTA 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 MTTA to be paid the Contractor. If the Contractor has any property in its possession belonging to MTTA, the Contractor will account for the same, and dispose of it in the manner MTTA directs.

(2) 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, MTTA may terminate this contract for default. MTTA 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 MTTA.

(3) Opportunity to Cure (General Provision) MTTA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor fourteen (14) days 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 conditions. If Contractor fails to remedy to MTTA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within fourteen (14) days after receipt by Contractor of written notice from MTTA setting forth the nature of said breach or default, MTTA shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way

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operate to preclude MTTA 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 MTTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by MTTA shall not limit MTTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

### **9.0 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 proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by MTTA. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to MTTA, 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.

### **10.0 Energy Conservation Requirements**

**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.

### **11.0 Protest Procedures**

MTTA has on file a set of written protest procedures applicable to this solicitation that may be obtained by contacting MTTA's procurement officer. Any protest filed by an Offeror in connection with the RFP must be submitted in accordance with MTTA's written procedures.

### **12.0 Special Notification Requirements for States.**

To the extent required by Federal law, the State agrees that, in administering any Federal assistance Program or Project supported by the underlying Grant Agreement or Cooperative Agreement, any request for proposals, solicitation, grant application, form, notification, press release, or other publication involving the distribution of Federal assistance for the Program or

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the Project shall indicate that FTA is the Federal agency that is providing the Federal assistance, the Catalog of Federal Domestic Assistance Number of the program from which the Federal assistance is authorized, as applicable, and the amount provided.

**13.0 Recycled Products**

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.

**14.0 Davis-Bacon and Copeland Anti-Kickback Acts**

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when

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the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided,

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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 therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - The [ *insert name of grantee* ] shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same



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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 [ *insert name of 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 [ *insert name of grantee* ] 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

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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.

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Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

(5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001

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**PART VII – DAVIS-BACON COMPLIANCE**

General Decision Number: OK170053 01/06/2017 OK53

Superseded General Decision Number: OK20160053

State: Oklahoma

Construction Type: Building

Building Construction -does not include residential construction consisting of single family homes and apartments up to and including 4 stories. (Including building projects on industrial sites and treatment plants)

County: Tulsa County in Oklahoma.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number    Publication Date  
                                  0            01/06/2017

BROK0005-004 06/01/2016

	Rates	Fringes
BRICKLAYER.....	\$ 23.34	9.01

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ELEC0584-006 06/01/2015

	Rates	Fringes
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ELECTRICIAN (Excludes Low Voltage Wiring and Installation of Alarms and Sound and Communication Systems).....\$ 27.73      7%+9.30

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ELEV0083-003 01/01/2016

Rates      Fringes

ELEVATOR MECHANIC.....\$ 37.51      29.985+a+b

**PAID HOLIDAYS:**

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.

b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years' service.

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ENGI0627-020 06/01/2016

Rates      Fringes

**POWER EQUIPMENT OPERATOR:**

Group 1.....	\$ 28.05	12.58
Group 2.....	\$ 26.35	12.58
Group 3.....	\$ 25.80	12.58
Group 4.....	\$ 25.05	12.58
Group 8.....	\$ 22.10	12.58
Group10.....	\$ 21.10	12.58

**POWER EQUIPMENT OPERATOR**

**GROUP 1:** All Crane Type Equipment 200 ton and larger and including 400 ton capacity cranes. All Tower Cranes.

**GROUP 2:** All Crane Type Equipment 100 ton capacity and larger cranes, and less than 200 ton capacity.

**GROUP 3:** All Crane Type Equipment 50 ton capacity and larger cranes, and less than 100 ton capacity. Crane Equipment (as rated by mfg.) 3 cu. yd. and over Guy derrick Whirley Power

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Driven Hole Digger (with 30' and longer mast).

GROUP 4: CRANES with Boom Incl. Jib less than 100 ft and less than 3 cu. Yd.; Overhead Monorail Crane

GROUP 8: FORK-LIFT

GROUP 10: OILER; SEMI-TRAILER TRUCK DRIVER

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IRON0584-025 06/01/2015

Rates Fringes

IRONWORKER (Ornamental,  
Reinforcing and Structural).....\$ 24.00 13.53

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\* PLUM0430-010 07/01/2016

Rates Fringes

PLUMBER (Excludes HVAC Pipe  
and Unit Installation).....\$ 30.75 13.13

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\* PLUM0430-019 07/01/2016

Rates Fringes

HVAC MECHANIC (Installation  
of HVAC Unit Only, Excludes  
Installation of HVAC Pipe and  
Duct).....\$ 30.75 13.13

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\* PLUM0430-020 07/01/2016

Rates Fringes

PIPEFITTER (Including HVAC  
Pipe Installation, excluding  
HVAC Unit Installation).....\$ 30.75 13.13

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ROOF0143-001 06/01/2016

Rates Fringes

ROOFER.....\$ 20.79 7.42



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SHEE0270-006 06/01/2012

Rates Fringes

SHEET METAL WORKER (HVAC Duct  
Installation Only).....\$ 30.56 11.52

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SUOK2012-033 07/30/2012

Rates Fringes

CARPENTER (Drywall Hanging  
Only).....\$ 15.08 1.21

CARPENTER, Excludes Drywall  
Hanging, and Form Work.....\$ 14.96 1.55

CAULKER.....\$ 20.00 1.61

CEMENT MASON/CONCRETE FINISHER...\$ 13.72 1.27

DRYWALL FINISHER/TAPER.....\$ 13.00 0.00

ELECTRICIAN (Alarm  
Installation).....\$ 19.48 3.34

ELECTRICIAN (Low Voltage  
Wiring).....\$ 20.65 3.06

ELECTRICIAN (Sound and  
Communications Systems  
Installation).....\$ 21.11 2.47

FORM WORKER.....\$ 12.69 0.38

LABORER: Common or General.....\$ 12.44 2.71

LABORER: Mason Tender - Brick...\$ 12.43 0.00

LABORER: Mason Tender -  
Cement/Concrete.....\$ 13.00 1.91

LABORER: Pipelayer.....\$ 12.39 0.00

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OPERATOR: Asphalt Paver.....	\$ 16.25	0.00
OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 16.96	4.22
OPERATOR: Bulldozer.....	\$ 21.07	2.48
OPERATOR: Grader/Blade.....	\$ 14.28	1.70
OPERATOR: Loader (Front End)....	\$ 16.18	0.00
PAINTER: Brush, Roller and Spray, Excludes Drywall Finishing/Taping.....	\$ 12.22	0.00
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 22.11	4.93
SPRINKLER FITTER (Fire Sprinklers).....	\$ 21.86	1.19
TRUCK DRIVER: Dump and Flatbed Truck.....	\$ 11.00	0.00

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information

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on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

**Union Rate Identifiers**

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

**Survey Rate Identifiers**

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and

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the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

**Union Average Rate Identifiers**

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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**WAGE DETERMINATION APPEALS PROCESS**

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on

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a wage determination matter

\* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

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4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

