

BID REQUEST PACKAGE

Licking County Transit Board

***ASPHALT RE-PAVING & STRIPING*
LICKING COUNTY TRANSIT
*MAINTENANCE FACILITY***

*Licking County Transit Board
745 East Main Street
Newark, Ohio 43055
(740) 670-5180
June 24, 2013*

SECTION 1 **INTRODUCTION**

REQUEST FOR BIDS **Licking County Transit Board** **Asphalt Re-Paving and Striping of the Parking Lot** **Licking County Transit Maintenance Facility**

This bid package (hereinafter also referred to as the “BID”) is issued by the Licking County Transit Board (“LCTB”), 745 East Main Street, Newark, Ohio 43055. The LCTB is a County Transit Board organized and operating under Sections 306.01 through 306.13 et seq. of the Ohio Revised Code.

The LCTB is seeking an interested, qualified, responsible Contractor to re-pave and stripe the existing parking lot at its maintenance facility located at 763 East Main Street, Newark, Ohio 43055.

SECTION 2 **BACKGROUND AND OVERVIEW**

Background

The LCTB constructed the facility at 763 East Main Street, Newark, Ohio 43055 in 2005. The current lot consists of approximately 52,255 square feet. Within that area there are four (4) drainage areas that must not be covered. These drainage areas must be clear and operational when the work is completed.

SECTION 3 **SCOPE OF SERVICE**

Description:

This project shall consist of the re-paving and striping of the parking lot at the Licking County Transit Board maintenance facility located at 763 East Main Street, Newark, Ohio 43055. Paving includes assuring there are the required amount of parking spaces in the front (north side) compliant with the Americans with Disabilities Act (ADA) accessibility standards.

Composition:

All Materials shall be provided in strict accordance with applicable sections of the Ohio Department of Transportation (ODOT) Specifications.

The asphalt concrete overlay shall consist of applying 0.075 gallons per square yard of ODOT specification 407, Tack Coat and then one (1) layer of 1.25 inch of ODOT specification 448, Asphalt Concrete Surface Course, Type 1.

Before asphalt concrete is applied, the Contractor shall repair all damaged areas as per ODOT specifications.

All surfaces shall be sloped for proper drainage to existing drains.

The parking lot shall be striped to maximize parking area following the completion of the re-pavement. Striping shall be performed as indicated by drawings. Paint shall be yellow traffic paint, meeting ODOT specification 642, Type 1. Paint color for handicap symbols and stalls shall be Americans with Disabilities (ADA) approved color.

The Contractor shall guarantee the re-paved surface from all defects for a minimum period of one (1) year from the date of completion.

SECTION 4 **RESPONSIBILITIES AND REQUIREMENTS**

Each bid must be accompanied by either a bid bond in the amount of five percent (5%) of the bid amount with a surety satisfactory to the aforesaid Licking County Transit Board, or by certified check, cashier's check, or letter of credit upon a solvent bank in the amount of not less than five percent (5%) of the bid amount in favor of the aforesaid Licking County Transit Board. Bid bonds shall be accompanied by Proof of Authority of the official or agent signing the bond.

Pre-construction meeting between the LCTB and the successful bidder will be scheduled prior to commencement of work described herein.

Work shall be completed and final payment made within 60 days of contract award.

SECTION 5 **REQUIRED CONTRACT CLAUSES**

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including but not limited to those listed directly or by reference in this bid package as they may be amended or promulgated from time to time during the term of the project. Contractor's failure to comply shall constitute a material breach of contract. Signed copies of all attachments (**A-H**) must be included in the bid proposal.

Fly America Requirements

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit,

if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Cargo Preference Requirements

The Contractor agrees to:

1. Use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.
2. Furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the LCTB.
3. To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

Energy Conservation Requirements

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.

Restrictions on Lobbying

The selected Contractor must certify that no funds received through any contract awarded as a result of this RFP will be used to lobby an officer or employee of any federal agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding or extension of any federal contract, grant, loan, or cooperative agreement.

Access to Records and Reports

The Licking County Transit Board (LCTB) is a local governing authority under the laws of the State of Ohio. In accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the LCTB, the Federal Transit Administration (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.

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

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation settlement of claims arising from the performance of this contract, in which case the Contractor agrees to maintain same until the LCTB, or any of its authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 C.F.R. 18.39(i)(11).

Federal Changes

The 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.

Recycled Products Requirements

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 procurement of the items designated in Subpart B of 40 CFR Part 247.

Davis-Bacon and Copeland Anti-Kickback Acts

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

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

posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

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

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

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

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

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall

either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

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

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination 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)(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 Licking County Transit Board shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Licking County Transit Board 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 Licking County Transit Board for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of

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

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

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

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

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

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

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

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

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

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

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

No Government Obligation to Third Parties

This bid is intended for the exclusive benefit of the parties to this bid and their respective successors and assigns, and nothing contained in this bid shall be construed as creating any rights or benefits in or to any third party.

The Contractor and the LCTB 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 of this contract and shall not be subject to any obligations or liabilities to the Contractor, the LCTB or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance received through a contract resulting from this RFP. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements And Related Acts

- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC § 3801 et seq. and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR 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 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, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 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. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Government-wide Debarment and Suspension

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.

Privacy Act

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

- (1) The Contractor agrees to comply with, and assures that the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 USC § 552(a). Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- (2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance.

Civil Rights Requirements

The following requirements will apply to the contract awarded as a result of this bid:

- (1) Nondiscrimination. In accordance with Title VI of the Civil rights Act, as amended, 42 USC § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 USC A 12132, and Federal transit law at 49 USC § 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 this contract:
 - (a) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e, and Federal transit laws at 49 USC § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (US DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” 42 USC § 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 this 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 USC § 623 and Federal transit law at 49 USC § 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 USC § 12112, the Contractor agrees that it will comply with the requirements of the U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR 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, modified only if necessary to identify the affected parties.

Disadvantaged Business Enterprise (DBE) Provision

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 1 %.

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 the LCTB 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/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor’s receipt of payment for that work from the LCTB. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor’s work by the LCTB and contractor’s receipt of the partial retainage payment related to the subcontractor’s work.

The Contractor must promptly notify the LCTB whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith

efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the LCTB.

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 LCTB requests, which would cause the LCTB to be in violation of the FTA terms and conditions.

Child Support Enforcement

The Contractor agrees to cooperate with the Ohio Department of Job and Family Services, the Ohio Department of Administrative Services, any Ohio Child Support Enforcement Agency (CSEA), or any other governmental agency ensuring employees of the Contractor meet child support obligations established under the law.

Termination

For Convenience - The LCTB 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 closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the LCTB to be paid the Contractor. If the Contractor has any property in its possession belonging to the LCTB, the Contractor will account for the same, and dispose of it in the manner the LCTB directs.

For Default - 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 LCTB may terminate this contract for default. The LCTB shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the LCTB may take over the work and complete it by contractor 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 LCTB 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 LCTB in completing the work.

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

1. 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 LCTB, acts of another contractor in the performance of a contract with the LCTB, epidemics, quarantine restrictions, strikes, freight embargoes; and

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

Opportunity to Cure – The LCTB 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 conditions. If the Contractor fails to remedy to LCTB's satisfaction the breach or default of any of the terms, covenants, or conditions of this contract within 10 days after receipt by Contractor of written notice from LCTB setting forth the nature of said breach or default, LCTB 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 LCTB from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

Solicitation Schedule

The timetable below lists target dates for completion of various phases of this solicitation:

DATE:	ACTIVITY:
06/24/13 – 07/01/13	Bid Advertised (Newspaper 06/24/13 & 07/01/2013 Website 06/24/13 through 07/12/13)
07/08/2013	Pre-bid meeting 10 a.m. at project location
07/16/2013	Bid Opening
07/30/2013	Contract signing Complete – Proceed with Work
09/28/2013	Work Completed and Final Payment

SECTION 6 **FORMAT AND INSTRUCTIONS**

Bids must address each of the items outlined in this package and include all attachments, fully executed. Failure to address may result in the rejection of the bid.

Due Date and Delivery Address

One (1) original and three (3) copies of the bid must be submitted by bid opening, which will take place at 4:00 p.m. on Tuesday, July 16, 2013 at the Licking County Transit Center.

Bids should be addressed as follows:

Cathleen Sheets
Licking County Transit Board
General Manager
745 East Main Street
Newark, Ohio 43055

Any bids received after the deadline will not be considered and will be returned unopened. For proposal purposes, the official clock will be the clock in the lobby of the Transit Center, 745 East Main Street, Newark, Ohio, 43055.

Cover Letter

All bids must be accompanied by a cover letter, signed by an officer of the responding firm, or if a joint venture, by an official from each participating firm, which states that the information contained within the proposal is accurate and complete. The enclosed Davis-Bacon wage determination must be used and referred to in the cover letter. Total project costs must be included in the cover letter. Indicate that the project will be completed within the time frame outlined in this bid package (60 days from contract signing).

Proposal Format

- ☒ Do not staple or insert bid into a hardbound notebook. Use a clip to attach pages together.
- ☒ All bids must be complete and include Attachments A – H to be considered.
- ☒ Each bid must be accompanied by either a bid bond in the amount of five percent (5%) of the bid amount with a surety satisfactory to the aforesaid Licking County Transit Board, or by certified check, cashier's check, or letter of credit upon a solvent bank in the amount of not less than five percent (5%) of the bid amount in favor of the aforesaid Licking County Transit Board. Bid bonds shall be accompanied by Proof of Authority of the official or agent signing the bond.

Confidentiality

All Proposals are confidential until contract award or rejection of all Proposals and will then be available for inspection by the general public. No proprietary information will be accepted.

Approved as to form:

Mark Zanghi, Licking County Prosecutor's Office

Date

ATTACHMENTS

Attachment A

General Information and Qualifications

- Identification of Contractor

Name of Organization: _____

Business Address: _____

Telephone Number: (____) _____

- Is your company authorized to do business in the State of Ohio either through incorporation or state licensing? ____ Yes ____ No

- Name and Title of Individual to Contact for Further Information:

- Legal Status of Organization: (Check one)

___ For-profit corporation or joint venture corporation

___ For-profit partnership or sole proprietorship

___ Non-profit corporation

___ Public agency

___ Other (identify) _____

- Description of Organization

Provide a brief description of the major business functions, history, and organizational structure of the Contractor Organization. Include financial statements for the current year and one-year prior (either audit or tax returns). Attach and label as **“B-1-Description of Contractor Organization”**.

- Credit References

Attach names, addresses, phone numbers and relation to Contractor of at least three credit references, including Contractor’s bank. Label the attachment **“B-2-Credit References”**.

- Has Contractor, or any officer or partner of Contractor, failed to complete a contract?

Yes ____ No ____

--- If yes, give details on separate sheet labeled **“B-3-Failure to Complete Contract”**.

- Managers for this Contract

Project Manager: _____ Phone: _____

Site Superintendent: _____ Phone: _____

Anticipated portion of time Project Manager will devote to this project _____%

Anticipated portion of time Corporate Manager will devote to this project _____%

- Proposed Subcontractors and Consultants

Attach company name, contact, address, phone, and anticipated role of any proposed subcontractor and/or consultant; also include three references for each proposed subcontractor and consultant. Label these attachments **“B-5-Proposed Subcontractors and Consultants”**.

- Disadvantaged and Small Business Status

A Disadvantaged Business Enterprise (DBE) is defined as a business at least 51% of which is owned, operated, and controlled by minority group members, or in the cases of publicly owned businesses, at least 51% of which is owned, operated, and controlled by minority group members. “Minority Group Members” are defined as African Americans, Hispanics, Asian Americans, American Indians, Alaskan Natives, or women regardless of race or nationality. A Small Business is defined under Small Business Administration (SBA) section 8(a) rules.

Check the appropriate status of Contractor’s business:

DBE _____ Small Business _____ Neither DBE or Small Business _____

Attach DBE and Small Business certification documents, if applicable. If Contractor organization is not classified as a DBE firm, describe how Contractor expects to meet the Licking County Transit Board’s DBE goal. Attachments should be labeled **“B-6-DBE Status”**.

- Is any litigation pending or settled against Contractor or any officer or partner of Contractor’s organization?

Yes _____ No _____

If yes, give details on an attachment labeled **“B-7-Litigation Pending or Settled.”**

Attachment B

Service Reference # _____

Please give details below about similar contracts under which the Contractor Organization has provided service. No more than ***three references*** are requested. Duplicate this form as needed.

1) Firm Name: _____

Street: _____

City, State, Zip Code: _____

Contact Person: _____ Telephone Number (____) _____

Type of paving/stripping completed: _____

2) Firm Name: _____

Street: _____

City, State, Zip Code: _____

Contact Person: _____ Telephone Number (____) _____

Type of paving/stripping completed: _____

3) Firm Name: _____

Street: _____

City, State, Zip Code: _____

Contact Person: _____ Telephone Number (____) _____

Type of paving/stripping completed: _____

Attachment C

Service Description

Please use this section to provide a detailed description of how Contractor plans to complete this paving/stripping project. The description should demonstrate understanding of the project as described in this bid package and payment of prevailing wages per the included Davis Bacon wage determination.

Attachment D

CERTIFICATION OF COMPLIANCE WITH FEDERAL, STATE, AND LOCAL REQUIREMENTS

The Contractor certifies, by submission of this proposal, that it and its “principals: (as defined at 49 CFR 29.105(p)) will comply with all federal, state, and local requirements listed, though not limited to, in this proposal package.

A BID/PROPOSAL WHICH DOES NOT INCLUDE THIS CERTIFICATE WILL BE CONSIDERED NON-RESPONSIVE.

CERTIFICATION

The bidder/proposer hereby certifies that **IT WILL COMPLY** with the requirements of federal, state, and local government entities related to the services to be provided in the contract as a result of this proposal package.

Bidder/Proposer _____

Signature: _____

Title: _____ Date _____

OR

The bidder/proposer hereby certifies that **IT CANNOT COMPLY** with the requirements of federal, state, and local government entities related to the services to be provided in the contract as a result of this proposal package.

Bidder/Proposer _____

Signature: _____

Title: _____ Date _____

Attachment E

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

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

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

Signature

Title

Date

Attachment F

AFFIDAVITS OF TAXES, NO-DISCRIMINATION & NON-COLLUSION

PROJECT NAME:

LICKING COUNTY TRANSIT BOARD PAVING AND STRIPING OF PARKING LOT

(State of OHIO)
(County of LICKING)

1. NON-DELINQUENCY OF PERSONAL PROPERTY TAXES:

The undersigned, being duly sworn, if a contract is awarded, state that we (the Contractor) are not charged at the time the bid was submitted with delinquent personal property taxes on the general tax list of personal property of any county in which you are a taxing district have territory and that we were not charged with delinquent property taxes on any such tax list.

2. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY:

That we do not and shall no discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability or sexual orientation. If awarded the bid and/or contract under this proposal, said party shall take affirmative action to insure that applicants are employed and that employees are treated, during employment, without regard to their race, religion, color, sex, national origin, disability or sexual orientation. If successful as the lowest and best bidder under the foregoing proposal, this party shall post non-discrimination notices in conspicuous places available to employees and applicants for employment setting forth the provisions of this affidavit. Furthermore, said party agrees to abide by the assurances found in Section 153.54 of the Ohio Revised Code in contract provisions with the Licking County Commissioners if selected as the successful bidder by the County.

3) NON-COLLUSION:

That the bid being submitted is genuine and not collusive or sham; that we/I have not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to submit a sham bid, or refrain from bidding; have not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, to fix any overhead, profit or cost element of said bid price, or of that of any other bidder; to secure advantages against the County of Licking or any person or persons interested in the proposed contract; that all statements contained in

said proposal of bid are true, and that, such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any other potential information or date relative thereto to any other potential bidder. Further, Affiant affirms that no county employee has any financial interest in this company or the bid being submitted.

That we do hereby affirm the above statements to be true and in consideration of the award of the aforementioned contract, the above statements are incorporated in said contract as a covenant of the undersigned.

Contractor Signature

Print Name and Title

Sworn to before me and subscribed in my presence this ____ day of _____, 2013.

Notary Public Signature

Date Commission Expires

(Seal) Notary Public

Attachment G

DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION

A BID/PROPOSAL WHICH DOES NOT INCLUDE THIS CERTIFICATE WILL BE CONSIDERED NON-RESPONSIVE.

The undersigned, representing (_____) hereby certifies that he/she has offered disadvantaged business enterprises an opportunity to participate as a subcontractor (if applicable) in the performance of the proposed contract in accordance with 49 CFR, Part 23. If no DBE is included in this bid package, said organization will provide evidence of good faith efforts to do so.

Signature

Title

Date

Attachment H

Certification of Compliance with Child Support Enforcement

The Contractor agrees to cooperate with the Ohio Department of Job and Family Services, the Ohio Department of Administrative Services, any Ohio Child Support Enforcement Agency (CSEA), or any other governmental agency ensuring employees of the Contractor meet child support obligations established under the law.

A BID/PROPOSAL WHICH DOES NOT INCLUDE THIS CERTIFICATE WILL BE CONSIDERED NON-RESPONSIVE.

Bidder/Proposer _____
Signature: _____
Title: _____ Date _____