The Lower Rio Grande Valley Development Council (LRGVDC)

Invitation to Bid (ITB):

One (1) Utility Service Equipped Vehicle and one (1) Wrecker Equipped Vehicle

Quotes Due Not Later than: Friday, March 23, 2012 at 2:00 p.m. at the issuing office.

Issuing Office: Lower Rio Grande Valley Development Council 301 West Railroad Weslaco, Texas 78596
The Procurement Department of the Lower Rio Grande Valley Development Council (LRGVDC) is requesting **Sealed** bids for the following specifications: **One (1) Utility Service Equipped Vehicle and one (1) Wrecker Equipped Vehicle** as indicated herein. Quotes must be received by **2:00 p.m. on Friday, March 23, 2012. Late bids will not be considered.**

**Scope of Work:**
The purpose of this request is to secure the pricing and quantity: One (1) Utility Service Equipped Vehicle and one (1) Wrecker Equipped Vehicle

**Section 1: General Terms and Conditions.**

1. Vendor agrees to comply with all the terms and conditions contained in this document and the ITB.

2. Vendor guarantees product will meet or exceed the written specifications identified in the ITB.

3. Vendor agrees to protect the LRGVDC from claims involving infringement of patents or copyrights.

4. Please refer requests for additional information or clarification of the specifications to Victor Morales @ (956) 682-3481.

5. **Taxes:** The LRGVDC purchases are not subject to taxation. Tax exemption certificates will be available upon request.

6. **Acceptance:** Vendors shall hold their prices firm and subject to acceptance by the LRGVDC for a period of sixty (60) working days from the date of the receipt of the bid, unless otherwise indicated.

7. **Electronic Transmission of Bids:** The LRGVDC Procurement Department will **NOT** accept telegraphic or electronically transmitted (Email) bids.

8. **Reservation:** The LRGVDC reserves the right to refuse and reject any and all bids and to waive any and all formalities or technicalities and to accept the bid considered the best and most advantageous to the LRGVDC.

9. **Restrictive Specifications:** It is the responsibility of the prospective bidder to review the entire Invitation to Bid (ITB) and to notify the Procurement Department if the specifications are formulated in a manner which would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Department not less than seventy-two (72) hours prior to the time set for bid opening.
10. The LRGVDC, will not award a contract, if after bid evaluation, it is determined to not be in the best interest of the LRGVDC.

11. **Bid Delivery**: The LRGVDC requires bidders, when hand delivering bids, to make sure the receptionist time date and stamp the envelope before leaving the building.

12. **Incomplete bids will be considered as non-responsive and not considered.**

13. **Signature on Bid**: **Bid must be manually signed or it will be disqualified.** The person signing the bid must have authority to bind the represented company to a contract. An unsigned bid cannot be signed after the bid opening time even thought the bidder or a representative is present at the bid opening.

14. **Assignment of Contract**: Transfer of assignment of contract is prohibited.

15. **Addendums**: Should an addition or correction become necessary after an ITB is issued, an addendum relating the necessary information will be mailed to all bidders on record with the LRGVDC as having received a copy of the initial ITB. Bidders are required to acknowledge the addendum by returning the addendum with the bid.

16. **Withdrawals**: A bid may be withdrawn 24 hours prior to the scheduled closing time for the receipt of bids. This can be accomplished by written notification on company letterhead signed by an authorized representative. Envelopes must be clearly marked **Bid Withdrawal**, the name of the Invitation to Bid solicitation, and the time and date of the bid closing. A bid may not be withdrawn or canceled by the bidder, without the permission of the LRGVDC, for a period of 90 days after the date designated for the receipt of bids.

17. **Modifications**: Modifications to a previously submitted bid which are made before the bid due date will be considered by the LRGVDC if received in advance to the scheduled closing time for the receipt of bids. Quotes may not be altered or amended after the submission deadline. Envelopes must be clearly marked MODIFICATION, the ITB name, and the time and date of the bid closing. Oral or telephone modifications or corrections will not be recognized or considered. Notification of the LRGVDC’s decision will be made in writing by the Procurement Officer and mailed to each vendor that submitted a bid.

18. **Bid Samples**: **DO NOT** send samples unless requested. Samples of items, when called for, must be furnished free of charge and will be returned at the request and expense of the bidder. Samples must be labeled with the bidder’s name, bid title, manufacturer’s brand name and numbers.

19. **Bid Preparation Expense**: Any expense related to the submission of a bid is the sole responsibility of the bidder. The LRGVDC will not reimburse bidders for any cost related to the bid preparation or submission.
20. **Cancellation of Contract:** The LRGVDC reserves the right to cancel a contract either in whole or part for convenience without damage or liability to vendor.

21. **Catalogs, brand names or manufacturer’s references are descriptive only, and indicate type and quality desired.** Vendors must submit, with their quote(s), the manufacturer’s standard published literature, and specification sheets. Literature submitted should be adequate to determine compliance with all relevant specifications contained in the Invitation to Bid (ITB). If vendor does not submit literature with the quote, or if such literature is inadequate to verify compliance with specification requirements, then the bid will not be in compliance with the ITB and will be categorized as non-responsive.

22. Bidders must certify that all equipment is made from new components and that no refurbished and/or used components have been included.

23. Vendor must accept Purchase Orders.

24. **Payment:** Please allow 30 days after the receipt of the merchandise and invoice for payment.

25. **Protest Procedures**

A written complaint must be sent by certified mail to LRGVDC’s Procurement Officer within (7) days after issuance of award letter and shall identify the following:

- Name, mailing address and business phone number of the complainant.
- Appropriate identification of the ITB being questioned
- A precise statement of reasons for the protest
- Supporting exhibits, evidence or documents to substantiate any claims.

The protest must be based on an alleged violation of LRGVDC’s procurement procedures, a violation of Federal or State Law (if applicable), or a violation of applicable contract agreements to which LRGVDC is a party. Failure to receive a procurement contract award from LRGVDC, in and of itself, does not constitute a valid protest.

LRGVDC will provide a response to the protest within (14) fourteen days that clearly states its position regarding the protest.
TOWING VEHICLE

SPECIFICATIONS

- Twin Winch (Single Boom) Miller Industries 408T Renegade equal or better
- Body Width  86 Inches
- Boom Elevation  30 Degrees
- Boom Reach  63 Inches
- Underlift Reach   70 Inches
- Power Tilt Range  Vertical to Negative 10 Degrees
- Control Valve  Sectional, 20 GPM, 10 Microns
- Oil Reservoir  10 Gallons
- Oil Filter  250 PSI, 15 GPM, 10 Microns
- Direct Mount Pump  18 GPM @ 1200 RPM
- Clutch Pump  9 GPM @ 1250 RPM
- Rear Axle Ratio  3.73
- Tires 24/20/19.5
- 50 State Emissions

RATINGS (lbs)

- Winch  9,000 lbs. Planetary
- Cable  3/8 x 100
- Boom Retracted  24,000 lbs
- Boom Extended  9,000 lbs
- Underlift Extended  6,500 lbs
- L-Arms (Paired)  4,000 lbs
- Tow  8,000 lbs

CHASIS RECOMMENDATION

- Prefer Chevrolet 4WD Dual rear Wheels- 3500HD Crew Cab equal or better
- Duramax Diesel 6.6L
- Cabin to Axle (CA)   84 Inches
- Minimum GVWR  11,000 lb
- Maximum GVWR  22,000 lb
- Maximum Frame Height  37 Inches
- Minimum Frame RBM  280,000 in-lbs.
- Allison 6-speed transmission
• 40 Gallon Tank

STANDARD FEATURES

• Left and Right Side Entry Boxes
• Releasable L-Arms
• FMVS 108 Lighting
• Safety Chain Pockets
• Dual Rear Controls
• Rear Chain Anchors
• Safety Chains – 5/16, Grade 70
• Wheel Straps
• 12 Inch Sills
• Camper Style Exterior Mirrors

• Lubrication Fittings on all Pivot Points
• Cable Tensioner (With Winch)
• Junction Box and Wire Harness
• Rear Enclosed Wheel Wells
• Pilot operated Holding Valves
• Tow Light Plug
• Back – Up Alarm
• In Prime
• Mudflaps

OPTIONAL FEATURES

• Slanted Pylon
• Rear Wheel Fender Flares
• Pump
• PTO
• Clutch Pump
• AutoGrip- Wheel Lift
• Factory Installation

• Aluminum Trim Light Pylon
• Jumbo Lighted Tunnel Toolbox
• In-Cab Electric Remote Controls
• Stainless Steel Body Sides
• Pivoting L-Arms
• Radio Remote Control

ACCESSORIES

• Bar Light (Blue & Yellow)
• Work Lights
• Switch Panel
• Towbar Adaptors for AutoGrip Wheel Lift
• L.E.D. Lights
• Pintle Hook (Std Crossbar)

• J-Hooks Chains
• Trailer Hitch Adaptors for AutoGrip
• Tow Sling
• Fender Flares
• Magnetic Tow Lights
• 2 Inch Frame Forks (Std Crossbar)

PAINT SCHEME

• See Appendix “B”
UTILITY/SERVICE VEHICLE
See Appendix “A”

- Rawson Koenig Equipment equal or better.
  - 14 gauge galvanneal steel construction.
  - Double panel doors with 14 gauge galvanneal outer panel and 18 gauge galvanneal inner panel.
  - 10 gauge high strength steel formed intermediate crossmembers.
  - Stainless Steel integral road door hinge pins.
  - Stainless steel pillow blocks with self-lubricated bushings.
  - Stainless Steel Paddle latches.
  - Body fully undercoated.
  - 1/8” tread plate floor with 3” longitudinal flange at each body side.
  - 4” (5.4#) structural channel front, rear and extension crossmembers.
  - Three full length 12 gauge formed “C” channel longitudinals.
  - ½” x 3” flatbar runners.
  - Optional large radius fender opening for large tires.
  - Body mounting kit
  - Lifetime warranty.

- Mounted on a 2012 Chevrolet 4 WD Dual Rear Wheels - 3500HD Crew Cab equal or better
  - Duramax Diesel 6.6L
  - GVW Rating 11,400 LBS
  - 50 State Emissions
  - Allison 6-Speed Automated Transmission
  - Rear Axle ratio  3.73
  - Trailer brake Controller
  - Camper Style Exterior Mirrors
  - Air Compressor 13HP Koheler Engine 30gal Air Tank, 22cfm rated@175psi, automatic tank drain mounted on vibration pads, electric start with onboard battery and self sustained charging, equal or better.
  - Paint Scheme see Appendix “B”
All components must be included (ex. power cords, accessories and other instruments, etc. in the bid.

- Delivery, Setup, and training fees included in the bid.

- Manuals for all equipment must be included:
  - All manuals must be included for each separate system.

- Itemized prices for all components

Any item that does not perform or meet tests as specified or claimed by the seller will be replaced at no cost to the LRGVDC.

** All the above mentioned equipment must be received and installed on or before Friday, June 29, 2012 at 2:00 p.m at Valley Metro Facilities 510 South Pleasantview Drive, Weslaco, Texas 78596.

Please submit Sealed Bid based on the specifications above. Bids will be accepted until 2:00 p.m., Friday, March 23, 2012 at the LRGVDC Administrative Office. Bids must be addressed to Victor Morales, Procurement Director and clearly marked bid for “One (1) Utility Service Equipped Vehicle and one (1) Wrecker Equipped Vehicle”. Bid must include delivery, set up, and training charges.

The LRGVDC reserves the right to refuse and reject any and all bids and to waive any and all formalities or technicalities and to accept the bid considered to be the best and most advantageous to the LRGVDC. Bids submitted past the date and time mentioned above will not be accepted. Bids may not be altered or amended after the submission deadline. If no bid is accepted, the entire solicitation process may be repeated.
SECTION III: VENDOR INFORMATION AND PRICING *(Please Type or Print)*:

Vendor: 

Address: 

Contact person: 

Telephone Number: ____________ Fax Number: ____________

Estimated delivery date: ____________ Total Cost: ____________

I have read all of the terms and conditions of this Request for Quote and I understand that if awarded the bid, I shall be bound by its terms and conditions, and hereby submit my bid.

Signature of authorized representative: 

Page 9 of 9
APPENDIX “A”

Approximate Weight

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
<th>H</th>
</tr>
</thead>
<tbody>
<tr>
<td>132</td>
<td>94</td>
<td>14.5</td>
<td>65</td>
<td>34</td>
<td>24</td>
<td>N/A</td>
<td>24</td>
</tr>
</tbody>
</table>

2037

Left Side

Rear View
APPENDIX “B”

Vinyl Material Orca Brand Equal or Better

612 Police Green
089 King Blue
022 Light Yellow

Body Unit

Indian Silver Metallic - FLNA 90021
Silkkens Commercial Color Catalog
Fly America Requirements -

The Contractor agrees to comply with 49 U.S.C. 4918 (the 'Fly America' Act) in accordance with the General Services Administration's regulations at 4 C.F.R. Part 55-15, which provides that recipients and subrecipients of Federal funds and their subcontractors 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, in the event such travel is justifiable by foreign air carrier in 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, or 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 transportation.

Buy America -

The Contractor agrees to comply with 49 U.S.C. 5320(d) and 49 C.F.R. Part 605, which provides that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the project is subject to a general waiver. General waivers are issued to 49 C.F.R. 891.7, and include fixed assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (formerly less than $100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 49 U.S.C. 5320(c)(2) and 49 C.F.R. 891.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content. A dealer or owner must seek to the FTA recipient the appropriate Buy America certification (being with at least or offers on FTA-funded contracts, except these subject to a general waiver, bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

Charter Service Operations -

The contractor agrees to comply with 49 U.S.C. 5320(d) and 49 C.F.R. Part 904, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 C.F.R. 605.5. Any charter service provided under one of the exceptions must be "isolated," i.e., not meet the interface with or from the provision of mass transportation.

School Bus Operations -

Pursuant to 49 U.S.C. 5320(d) and 49 C.F.R. Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exceptions. When operating exclusive school bus service under an alternate exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

Cargo Preference - Use of United States-Flag Vessels -

The contractor agrees to: (a) use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk, non-dry cargo, and liquid) involved, whenever shipping any merchant, material, or construction pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial service within 30 working days following the date of loading for shipment originating within the United States or within 30 working days following the date of loading for shipment originating outside the United States, a facsimile copy of a rated, "no-broker" contract for the shipment of cargo described in the proceeding paragraph to the Coalition of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590, and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading) i.e. to indicate these requirements to all subcontractors based pursuant to this contract when the subcontractor may transport the transporting equipment, material, or commodity by ocean vessel.

Seismic Safety -

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Earthquake Safety Required in 49 U.S.C. 5320(d) and 49 C.F.R. Part 41 and will comply with the requirements of the earthquake to the extent required by the regulations. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in accordance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

Energy Conservation -

The Contractor agrees to comply with minimal 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.

Clean Water -

(1) The Contractor agrees to comply with all applicable codes, orders, or regulations issued pursuant to the Clean Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report such violations to the Purchaser and agrees to make the necessary repairs or adjustments as required to assure compliance with FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding $500,000 financed in whole or in part with Federal assistance provided by FTA.

The Contractor (Manufacturer) agrees to comply with 49 U.S.C. A. 5320(d) and FTA's implementing regulation at 49 C.F.R. Part 605 and shall perform the following:

1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report in the recipient at a point in the procurement process operated by the recipient prior to the recipient's first acceptance of the first vehicle.

2) A manufacturer who releases a report and you paragraph 1 aforesaid shall provide notice to the operator of the testing facility that the report is available to the public.

3) If the manufacturer represents that the vehicle was previously tested, the vehicle shall be identified configuration and major components on the vehicle in the test report, which may be provided to the recipient prior to the recipient's first acceptance of the first vehicle. If the certification is unchanged, the manufacturer shall be provided a description of the changes and the manufacturer's basis for certifying that it is a major change requiring additional testing.

4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1958, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the date and address of the recipient of such vehicle and the details of that vehicle's configuration and major components.

Pre-Award and Post-Delivery Audit Requirements -

The Contractor agrees to comply with 49 U.S.C. § 5320(d) and FTA's implementing regulation at 49 C.F.R. Part 605 and to follow the following:

1) Buy America Requirements. The Contractor shall complete and deliver a declaration certifying compliance with Buy America Act. If the Bidder/Contractor certifies compliance with Buy America Act, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs, and 2) the location of the final assembly point for the rolling stock, including a description of the equipment that will take place at the final assembly point and the cost of final assembly.

2) Certification Specification Requirements: The Contractor shall submit evidence that it will comply with the bid specifications.

3) Federal Motor Vehicle Safety Standards (FMVSS). The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS and manufacturer's certified statement that the contracted buses will be subject to FMVSS regulations.


Contractors who apply or bid for an amount of $100,000 or more shall file the certification required by 49 C.F.R. part 20, New Restrictions on Lobbying, to the extent to the extent that shall certify that the contractor and any entity controlled or owned by the Contractor and any subcontractor and any entity controlled or owned by such subcontractor and any entity controlled or owned by such subcontractor and any other entity in the same corporate entity shall not have made contributions to any person or organization for lobbying or attempting to influence an officer or employee of any agency of a State, the Congress, an employee of a member of Congress or in connection with retaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each contractor who applies for a Federal contract shall disclose any Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from time to time to the recipient.
Access to Records -

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subrecipient of the FTA Recipient, the FTA Recipient in accordance with 49 U.S.C. 502(c), the FTA Administrator, the Contractor, the Subcontractor, the FTA Recipient, the United States or any of their authorized representatives have access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purpose of making audits, examinations, excepts and transcriptions. The Contractor also agrees, pursuant to 49 C.F.R. 650.17 to provide the FTA Recipient or an authorized representative including any FTA Contractor access to Contractor's records and construction also pertaining to a major capital project, defined at 49 U.S.C. 502(d), which is receiving federal financial assistance through the programs described at 49 U.S.C. 502(d), (e) and (f).

2. Where the FTA Recipient is a State and is the FTA Recipient or a subrecipient of the FTA Recipient in accordance with 49 C.F.R. 833.10, the FTA Recipient is authorized to provide the FTA Recipient the FTA Administrator, the Contractor, the Subcontractor, the FTA Recipient, 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, excepts and transcriptions. The Contractor also agrees, pursuant to 49 C.F.R. 650.17 to provide the FTA Recipient or an authorized representative including any FTA Contractor access to Contractor's records and construction also pertaining to a major capital project, defined at 49 U.S.C. 502(d), which is receiving federal financial assistance through the programs described at 49 U.S.C. 502(d), (e) and (f). By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.

3. If the FTA Recipient is a State and is the FTA Recipient or a subrecipient of the FTA Recipient in accordance with 49 C.F.R. 833.10, the Contractor agrees to provide the FTA Recipient, FTA Administrator, the Contractor General, or any of their authorized representatives, including any FTA Contractor, access to the Contractor's records and construction files pertaining to a major capital project, defined at 49 U.S.C. 502(d), which is receiving federal financial assistance through the programs described at 49 U.S.C. 502(d), (e) and (f). By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.

4. If the FTA Recipient is a State and is the FTA Recipient or a subrecipient of the FTA Recipient in accordance with 49 C.F.R. 833.10, the FTA Recipient is authorized to provide the FTA Recipient, FTA Administrator, the Contractor General, or any of their authorized representatives, including any FTA Contractor, access to the Contractor's records and construction files pertaining to a major capital project, defined at 49 U.S.C. 502(d), which is receiving federal financial assistance through the programs described at 49 U.S.C. 502(d), (e) and (f). By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.

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 Agreement, in accordance with 49 C.F.R. 650.17, and the laws and regulations thereto and other agreements, in accordance with 49 C.F.R. 650.17, and the laws and regulations thereto and other agreements. In the event of any conflict between this Agreement, the laws and regulations thereto and other agreements, the Agreement shall control.

Bilateral Requirements (Construction) -

(a) Bid Security

A Bid Security shall be submitted by a duly authorized company acceptable to (Recipient) and listed as a company currently authorized under the Federal Acquisition Regulation (FAR) 11.520 and accepted to post a Bid Security as described elsewhere.

(b) Rights Reserved

In submitting this Bid, the Contractor understands and agrees that the right to the Bid and the Bid Security shall be reserved to the party that submits it, and that in the event of acceptance of the Bid, the Bid Security shall not be returned and shall be paid as set forth in the Contract itself.

The Contractor agrees to pay any of the foregoing taxes, duties, fees, and assessments levied against them as reasonably necessary.

The Contractor agrees to maintain all books, records, accounts, and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain said funds until the FTA Administrator, the Contractor General, or any of their duly authorized representatives, have disposed of such all litigation, expert, claim, or other exceptions related thereto, (Recipient) 49 C.F.R. 650.17.

(c) FTA does not have the obligation to indemnify the Contractor for any of the foregoing taxes and assessments.

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 Agreement, in accordance with 49 C.F.R. 650.17, and the laws and regulations thereto and other agreements, in accordance with 49 C.F.R. 650.17, and the laws and regulations thereto and other agreements. In the event of any conflict between this Agreement, the laws and regulations thereto and other agreements, the Agreement shall control.

Performance and Payment Bonding Requirements (Construction) -

The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance bond

The amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient)

The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall be equal to 100 percent of the increase in contract price. The (Recipient) may require additional protection by directing the Contractor to increase the amount of the posting or to obtain an additional bond.

(b) Payment bond

The amount of the payment bonds shall equal:

(i) Fifty percent of the contract price if the contract price is not more than $1 million;

(ii) One and one-half percent of the contract price if the contract price is more than $1 million but not more than $5 million;

(iii) Two and one-half percent of the contract price if the contract price is more than $5 million.

If the original contract price is $5 million or less, the (Recipient) may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction) -

The Contractor shall be required to obtain performance and payment bonds when necessary to protect the (Recipient)'s interest.

The following situations may warrant a performance bond:

1. (Recipient) property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as is the nature of all materials);

2. A contractor sells assets to or merges with another concern, and the (Recipient), after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.

3. Substantial progress payments are made before delivery of the materials starts.

4. The contractor is not ready to perform or fails to perform or to make payment.

5. Where it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

(i) The amount of the performance bonds shall equal:

(a) Fifty percent of the contract price if the contract price is not more than $1 million;

(b) Fifty percent of the contract price if the contract price is more than $1 million but not more than $5 million; or

(c) Two and one-half percent of the contract price if the contract price is more than $5 million.

6. Advance Payment Bonding Requirements -

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not provided. The (Recipient) shall determine the amount of the advance payment bond necessary to protect the (Recipient).

Patent Infringement Bonding Requirements (Patent Indemnity) -

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the essential responsibility of the contractor is unknown or doubtful. The (Recipient) shall determine the amount of the patent indemnity to protect the (Recipient).

Warranty of the Work and Maintenance Bonds -

1. The Contractor warrants to (Recipient), the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of first quality and new unless otherwise specified by (Recipient), and that they conform in kind and quality of materials and equipment to the Contract Documents. (Recipient) will not conforming to these standards shall be considered defective. If required by the Project Manager, the Contractor shall provide the (Recipient) with an inspection report of the workmanship and test results from tests conducted during the period of the guarantee at no cost to the (Recipient). An additional security for these guarantees, the
Confession shall, prior to the receipt of any Payment (as provided in items B.7.a, 7.b.2, 7.c.2), furnish separate Maintenance (or Guarantor) Bonds in the amounts specified. These Bonds shall secure the Contractor's obligation to replace or repair defective materials and facility workmanship for a maximum period of one (1) year after Final Payment shall be made, and shall be liquidated in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted if at all.

Clause A - (1) The Contractor agrees to comply with all applicable interlocutory orders or regulations issued pursuant to the Clause A Act, as amended, 42 U.S.C. §§ 5401 et seq. The Contractor agrees to report to the Purchaser and Purchaser shall agree and the Purchaser will, in turn, report such violations as required to be reported to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include those requirements in any subcontracts exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Reconveyed Materials - The contractor agrees to comply with all the requirements of Section 6092 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6955), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12087, as they apply to the procurement of the items designated in Subpart B of 49 CFR Part 247.

(1) Minimum wages - (a) All laborers and mechanics employed or working upon the site of the work (under the United States Housing Act of 1937 or under the Housing Act of 1949 in its construction or development of the project), will be paid unconditionally and not less often than once a week, and without repercussion or deduction or rebate on any account, equal pay for equal work done during the same 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 repercussion, and without deduction or rebate on any account, equal pay for equal work done during the same period.

(b) The wage determination shall be submitted to the Contractor for approval in writing in accordance with the wage determination for the classification of work actually performed, and without repercussion or deduction or rebate on any account, equal pay for equal work done during the same period.

(c) The wage determination shall be submitted to the Contractor for approval in writing in accordance with the wage determination for the classification of work actually performed, and without repercussion or deduction or rebate on any account, equal pay for equal work done during the same period.

(d) The wage determination shall be submitted to the Contractor for approval in writing in accordance with the wage determination for the classification of work actually performed, and without repercussion or deduction or rebate on any account, equal pay for equal work done during the same period.

(e) The wage determination shall be submitted to the Contractor for approval in writing in accordance with the wage determination for the classification of work actually performed, and without repercussion or deduction or rebate on any account, equal pay for equal work done during the same period.

(f) The wage determination shall be submitted to the Contractor for approval in writing in accordance with the wage determination for the classification of work actually performed, and without repercussion or deduction or rebate on any account, equal pay for equal work done during the same period.

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

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

(4) With respect to laborers as defined in 29 CFR 5.2(b)(6), such a classification prevails in the area in which the work is performed.

(b) The wage determination shall be submitted to the Contractor for approval in writing in accordance with the wage determination for the classification of work actually performed, and without repercussion or deduction or rebate on any account, equal pay for equal work done during the same period.

(c) The wage determination shall be submitted to the Contractor for approval in writing in accordance with the wage determination for the classification of work actually performed, and without repercussion or deduction or rebate on any account, equal pay for equal work done during the same period.

(d) The wage determination shall be submitted to the Contractor for approval in writing in accordance with the wage determination for the classification of work actually performed, and without repercussion or deduction or rebate on any account, equal pay for equal work done during the same period.

(e) The wage determination shall be submitted to the Contractor for approval in writing in accordance with the wage determination for the classification of work actually performed, and without repercussion or deduction or rebate on any account, equal pay for equal work done during the same period.

(f) The wage determination shall be submitted to the Contractor for approval in writing in accordance with the wage determination for the classification of work actually performed, and without repercussion or deduction or rebate on any account, equal pay for equal work done during the same period.

(3) The wage determination shall be submitted to the Contractor for approval in writing in accordance with the wage determination for the classification of work actually performed, and without repercussion or deduction or rebate on any account, equal pay for equal work done during the same period.

(b) The wage determination shall be submitted to the Contractor for approval in writing in accordance with the wage determination for the classification of work actually performed, and without repercussion or deduction or rebate on any account, equal pay for equal work done during the same period.

(c) The wage determination shall be submitted to the Contractor for approval in writing in accordance with the wage determination for the classification of work actually performed, and without repercussion or deduction or rebate on any account, equal pay for equal work done during the same period.

(d) The wage determination shall be submitted to the Contractor for approval in writing in accordance with the wage determination for the classification of work actually performed, and without repercussion or deduction or rebate on any account, equal pay for equal work done during the same period.

(e) The wage determination shall be submitted to the Contractor for approval in writing in accordance with the wage determination for the classification of work actually performed, and without repercussion or deduction or rebate on any account, equal pay for equal work done during the same period.

(f) The wage determination shall be submitted to the Contractor for approval in writing in accordance with the wage determination for the classification of work actually performed, and without repercussion or deduction or rebate on any account, equal pay for equal work done during the same period.

(3) The wage determination shall be submitted to the Contractor for approval in writing in accordance with the wage determination for the classification of work actually performed, and without repercussion or deduction or rebate on any account, equal pay for equal work done during the same period.
(2) Payroll and basic records —

(a) 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). Each payroll shall contain the names, addresses, and social security number of each workman, his or her correct classification, hours of work, wages paid for, including rates of pay (including rates of pay of employees receiving special compensation for bona fide fringe benefits or cash equivalents instead of the type described in section 1(i)(2)(A) of the Davis-Bacon Act), daily and weekly average rates of pay, and average distribution of wages paid. Whenver the Secretary of Labor has found under 29 CFR 5.1(9)(1)(A) that the wages of any laborers or mechanics include the amount of any costs reasonably anticipated to be incurred benefits under a plan or program described in section 161(b)(2)(C) of the CIO Act, the contractor shall maintain records which show that the commitment has been honored to provide such benefits is enforceable, that the plans or programs are financially responsible, and that the plan or plans have been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred to provide such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of the registration of apprentices, the registration of the apprentices and trainees, and the names and wages stated in the prescribed program.

(b) 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 agency) for transmission to the Federal Transit Administration. The payrolls submitted shall be correct and complete and contain all of the information required to be maintained under 29 CFR 5.1(9)(1)(A). This information shall be available for the purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 028-005-00914-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(3) Each payroll submitted shall be accompanied by a Statement of Compliance, signed by the contractor or subcontractor or his or her agent who makes the payment of the wages paid under the contract and shall certify the following:

(a) That the payroll for the pay period contains the information required to be maintained under 29 CFR part 5 and that such information is correct and complete;

(b) That each laborer or mechanic (including each apprentice, and trainee) employed on the contract during the pay period has been paid the full weekly wages earned, without deduction, 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 5;

(c) That each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits to which he may be entitled on the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(4) The weekly submission of a properly signed certification as set forth on the reverse side of Optimal Form VM-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (b)(i)(i)(a) of this section.

(5) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i)(D) of this section available for inspection, copying, or transmission to 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 such materials available for inspection, the Federal agency, if after written notice to the contractor, sponsor, applicant, or owner, fails either such action 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 copies available may be grounds for the immediate action pursuant to 29 CFR 5.1(9).
Department of Labor, or the employers or their representatives.

(10) Certification of eligibility—

(a) By entering into this contract, the contractor certifies that neither it (nor it or any person or firm who has an interest in the contractor) is a person or firm ineligible to be awarded Government contracts by virtue of section 36(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 36(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (ii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(11) Overtime requirements—

No contractor or subcontractor certificating for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic to work in excess of 40 hours in each week, or 8 hours in each day, or 10 hours in any workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in each workweek.

(12) Violation of applicable wage laws; liquidated damages—

(a) In the event of any violation of the clauses set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefore shall be liable to the unpaid wages. In addition, both contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including wages and penalties, paid, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(b) Withholding for unpaid wages and liquidated damages—

The contractor or subcontractor shall not in any event do any of the acts provided for in this clause (a) of this section, or in any clause amending, modifying, or extending this clause (a), of this section.

(13) Subcontracts—The contractor or subcontractor shall not make any subcontracts the clauses in this clause (b) of this section, or in this clause amending, modifying, or extending this clause (b), of this section.

(14) Payroll and basic records—(a) Payroll and basic records relating to this contract shall be maintained by the contractor during the course of the work and for a period of three years thereafter for all laborers and mechanics working at the site of the work, and for the United States under the Federal Housing Act of 1949, in the construction of the building or project, as such records shall contain, the name, address, and social security number of each such worker, his or her classification, hourly rates of wages paid (including overtime), the total number of hours worked, the total amount of wages and benefits received, and the total amount of wages and benefits that may be considered to be necessary to satisfy any liabilities which arise from the clauses set forth in paragraph (2) of this section.

(b) Payrolls and basic records relating to this contract shall be maintained by the contractor during the course of the work and for a period of three years thereafter for all laborers and mechanics working at the site of the work, and for the United States under the Federal Housing Act of 1949, in the construction of the building or project, as such records shall contain, the name, address, and social security number of each such worker, his or her classification, hourly rates of wages paid (including overtime), the total number of hours worked, the total amount of wages and benefits received, and the total amount of wages and benefits that may be considered to be necessary to satisfy any liabilities which arise from the clauses set forth in paragraph (2) of this section.

(2) The Contractor agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. section 333, and applicable OGL regulations "Safety and Health Regulations for Construction" 29 C.F.R. Part 1926. Among other things, the Contractor agrees that this contract is subject to the OGL and the regulations will be applied in an equal and non-discriminatory manner to all subcontractors.

(b) The Contractor agrees to include the requirements of this section in each subcontract. The term "subcontractor" under this section is intended to refer to any person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. Any person who subcontracts to perform a part of a contract involving the furnishing of materials or services will be considered a "subcontractor" under this section if the work is performed in the United States under the Federal Housing Act of 1949, in the construction of the building or project.

(2) The Contractor agrees to comply with the OGL and the regulations that will be applied in an equal and non-discriminatory manner to all subcontractors.

Program Fraud and False Statements or False Claims


(b) The Contractor agrees to include in any subcontract or purchase order the provisions of the OGL that will be applied in an equal and non-discriminatory manner to all subcontractors.

(2) The Contractor agrees to comply with the OGL and the regulations that will be applied in an equal and non-discriminatory manner to all subcontractors.

No Obligation by the Federal Government

(1) The Contractor and subcontractor agree that, notwithstanding any contrary representations by the Federal Government in an offer of the solicitation of, or agreement of, or any written or electronic form, the Federal Government has not reviewed or approved any labor law or material requirements or any subcontractor or subprime contractor's obligations.

(b) The Contractor agrees to include the requirements of this clause in any subcontract.

(2) The Contractor agrees to comply with the OGL and the regulations that will be applied in an equal and non-discriminatory manner to all subcontractors.

Compliance with Contract Act requirements—

(a) The subcontractor shall comply with the requirements of 28 CFR Part 5, which are incorporated by reference in this contract. Since there are no specific statutory or regulative requirements for additional mandatory language, an additional clause is necessary for this provision.

(b) The Contractor agrees to include the above clauses in each subcontract or purchase order or agreement of the Federal Government provided by the Federal Government.

(a) The Contractor agrees to include in the above clauses in each subcontract or purchase order or agreement of the Federal Government provided by the Federal Government.

Program Fraud and False Statements or False Claims

(a) Under the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., and U.S. OGL regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to any actions pertaining to this contract. The Contractor agrees to incorporate the requirements of the OGL and the regulations into the subcontract or purchase order.

(b) The Contractor agrees to include, in the above clauses in each subcontract or purchase order or agreement of the Federal Government provided by the Federal Government.

(a) The Contractor agrees to include in the above clauses in each subcontract or purchase order or agreement of the Federal Government provided by the Federal Government.

Compliance with Contract Act requirements—

(a) The Contractor shall comply with the requirements of 28 CFR Part 5, which are incorporated by reference in this contract. Since there are no specific statutory or regulative requirements for additional mandatory language, an additional clause is necessary for this provision.

(b) The Contractor agrees to include in the above clauses in each subcontract or purchase order or agreement of the Federal Government provided by the Federal Government.

Program Fraud and False Statements or False Claims

(a) Under the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., and U.S. OGL regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to any actions pertaining to this contract. The Contractor agrees to incorporate the requirements of the OGL and the regulations into the subcontract or purchase order.

(b) The Contractor agrees to include in the above clauses in each subcontract or purchase order or agreement of the Federal Government provided by the Federal Government.

Compliance with Contract Act requirements—

(a) The Contractor shall comply with the requirements of 28 CFR Part 5, which are incorporated by reference in this contract. Since there are no specific statutory or regulative requirements for additional mandatory language, an additional clause is necessary for this provision.

(b) The Contractor agrees to include in the above clauses in each subcontract or purchase order or agreement of the Federal Government provided by the Federal Government.

Program Fraud and False Statements or False Claims

(a) Under the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., and U.S. OGL regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to any actions pertaining to this contract. The Contractor agrees to incorporate the requirements of the OGL and the regulations into the subcontract or purchase order.

(b) The Contractor agrees to include in the above clauses in each subcontract or purchase order or agreement of the Federal Government provided by the Federal Government.

Compliance with Contract Act requirements—

(a) The Contractor shall comply with the requirements of 28 CFR Part 5, which are incorporated by reference in this contract. Since there are no specific statutory or regulative requirements for additional mandatory language, an additional clause is necessary for this provision.

(b) The Contractor agrees to include in the above clauses in each subcontract or purchase order or agreement of the Federal Government provided by the Federal Government.

Program Fraud and False Statements or False Claims

(a) Under the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., and U.S. OGL regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to any actions pertaining to this contract. The Contractor agrees to incorporate the requirements of the OGL and the regulations into the subcontract or purchase order.

(b) The Contractor agrees to include in the above clauses in each subcontract or purchase order or agreement of the Federal Government provided by the Federal Government.
e. Opportunity to Cure (Renewal Provision) The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor to cure any deficiency, if the deficiency is of a type normally found to be cured within the time required for cure by circumstances outside the control of the Contractor. The time for cure shall be determined by the (Recipient), and the Contractor shall have the right to cure the deficiency within such time as the (Recipient) determines. Any such termination order shall not in any way operate to preclude the (Recipient) from also pursuing any available remedies against the Contractor and/or its sureties for any breach or default.

d. Waiver of Remedies for any Breach in the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of the same or of any other covenant, term or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the (Recipient)'s opinion, the contract is no longer in the public interest. If this contract is terminated, the (Recipient) shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Applies to Services) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any provision to which the (Recipient) is a party, the (Recipient) may terminate this contract for default. The (Recipient) shall notify the Contractor by written notice of its intention to terminate for default. The (Recipient) shall then notify the Contractor by written notice of the specific reasons for the termination for default. The (Recipient) shall also notify the Contractor of the date on which the termination for default becomes effective. The (Recipient) shall give the Contractor a reasonable time in which to cure the default, and if the (Recipient) is not satisfied with the cure, it may terminate the contract for default. The (Recipient) shall notify the Contractor of its intention to terminate the contract for default by written notice, and the termination shall become effective upon receipt of the notice by the Contractor.

g. Termination for Default (Transportation Services) If the Contractor fails to pick up commodities or to perform the services, including delivery of services, within the time specified in this contract or any provision to which the (Recipient) is a party, the (Recipient) may terminate this contract for default. The (Recipient) shall notify the Contractor by written notice of its intention to terminate for default. The (Recipient) shall then notify the Contractor by written notice of the specific reasons for the termination for default. The (Recipient) shall also notify the Contractor of the date on which the termination for default becomes effective. The (Recipient) shall give the Contractor a reasonable time in which to cure the default, and if the (Recipient) is not satisfied with the cure, it may terminate the contract for default. The (Recipient) shall notify the Contractor of its intention to terminate the contract for default by written notice, and the termination shall become effective upon receipt of the notice by the Contractor.

h. Termination for Default (Construction Contracts) If the Contractor fails to complete the work or any separable part of the work, with the diligence that will entitle the (Recipient) to recover any of the cost of the work in excess of the contract price, the (Recipient) may terminate this contract for default. The (Recipient) shall notify the Contractor by written notice of its intention to terminate for default. The (Recipient) shall then notify the Contractor by written notice of the specific reasons for the termination for default. The (Recipient) shall also notify the Contractor of the date on which the termination for default becomes effective. The (Recipient) shall give the Contractor a reasonable time in which to cure the default, and if the (Recipient) is not satisfied with the cure, it may terminate the contract for default. The (Recipient) shall notify the Contractor of its intention to terminate the contract for default by written notice, and the termination shall become effective upon receipt of the notice by the Contractor.

i. Termination for Convenience or Default (Architect and Engineering) The (Recipient) may terminate this contract in whole or in part, for the (Recipient)'s convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by delivering a Notice of Termination specifying the reason, amount and effective date of the termination. Upon receipt of the notice, the Contractor shall (i) immediately discontinue all services effective (x) immediately, and in all cases, (y) deliver to the (Recipient) without delay, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether complete or in process, (ii) in the termination for the convenience of the (Recipient), the (Recipient) shall provide the (Recipient) with a reasonable time to complete the work. The (Recipient) shall be entitled to retain any payments made to the Contractor for services performed up to the time of termination, and the (Recipient) shall be entitled to retain any retainage, or other amounts held as security by the (Recipient) or any other person or entity for this project.

j. Certification Regarding Debenture, Suspension, and Other Responsibility Matters - Lower Tier Covered Transactions (Third Party Costs over $100,000) The (Recipient) may terminate this contract, in whole or in part, if the Contractor is in default of this contract or any provision of this contract, or if the Contractor is in default of any other provision of any other contract or any provision of any other contract, or if the Contractor is in default of any other provision of any other contract. The (Recipient) may terminate this contract, in whole or in part, if the Contractor is in default of this contract or any provision of this contract, or if the Contractor is in default of any other provision of any other contract or any provision of any other contract. The (Recipient) may terminate this contract, in whole or in part, if the Contractor is in default of this contract or any provision of this contract, or if the Contractor is in default of any other provision of any other contract or any provision of any other contract.
6. Patent Rights - This following requirements apply to each contractor involved in experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

7. Trademark and Trade Name Rights

8. Trademark and Trade Name Rights

9. Trademark and Trade Name Rights

10. Trademark and Trade Name Rights

1. Trademark and Trade Name Rights

2. Trademark and Trade Name Rights

3. Trademark and Trade Name Rights

4. Trademark and Trade Name Rights

5. Trademark and Trade Name Rights

6. Trademark and Trade Name Rights

7. Trademark and Trade Name Rights

8. Trademark and Trade Name Rights

9. Trademark and Trade Name Rights

10. Trademark and Trade Name Rights