



Franklin Regional Transit Authority 12 Olive St, Greenfield MA 01301
www.frtc.org Tel: (413)774-2262 Fax: (413)772-2202

IFB#2026-03 to Supply and Install Urethane Cement Flooring System

The Franklin Regional Transit Authority (FRTA) is accepting proposals to supply and install a urethane cement flooring system to a portion of the interior garage and maintenance area concrete floor at **3 Sandy Lane, Turners Falls, MA**. The contract would cover all necessary materials and labor needed for the floor preparation, repair and coating process. **Note: This project must be completed and invoiced by June 30, 2026.**

Timeline:

Site Visit –By Appointment Only: Contact Name: Nathan Kari, Phone: (413.517.6605), Email: nathank@frta.org. Instructions: Contact the Facilities Manager between the hours of 9:00 a.m. and 4:00 p.m. to make an appointment. Questions about solicitation – by 4/3/2026 @ 3PM – emailed to: nathank@frta.org. Bids due by mail – 4/15/2026@ 3PM Award issued – As soon as possible, but no later than 30 days

INSTRUCTIONS TO OFFEROR

Bid forms and documents will be available for review at: <https://www.frtc.org/about/procurements/>. Sealed bids will only be accepted by mail or hand delivered to 3 Sandy Lane, Turners Falls MA, 01376 Attn: Nathan Kari. When submitting bid, please identify the solicitation title and number clearly on the envelope: **IFB#2026-03 to Supply and Install Urethane Cement Flooring System.**

The completion of the following forms and documentation is necessary for consideration of a potential contract award.

- Section 4.9 Performance and Payment Bond
- Section 4.10, 4.11 Bond Forms
- Section 6.0 Required Forms and Certifications
- Section 7.0 Signed Corporate Authority Certificate
- Section 10 W-9 Form
- Section 11.0 Past Performance Form Completed
- Section 13.0 General Bid Form

SECTION 1.0 STATEMENT OF WORK (SOW)

The FRTA is issuing this Invitation for Bid (IFB) to have a commercial rated urethane cement coating applied to a portion of the existing floors shown in the floor plan in section 3.0 in the garage and maintenance area of our maintenance facility at **3 Sandy Lane, Turners Falls, MA.**

1.1 Scope

The FRTA requires the contractor to supply all labor and materials required to fully prep, grind, clean and repair all surfaces to be coated as well as the labor and materials needed to apply urethane cement flooring system in color: Gray (see Section 2.0 for specifications). Additionally, yellow caution/safety striping and delineated walkways are to be incorporated into the floor covering. See Section 3.0 for proposed layout. Exact locations, layout and color to be discussed with owner, onsite prior to installation. The FRTA will be responsible for coordinating the moving of all equipment, tools and supplies that may inhibit the flooring installation. All areas in question shall be discussed prior and a minimum of 3 business days given for items to be moved prior to work commencing.

1.12 Work Site

The Contractor shall always keep the work area as clean as possible and free from accumulation of waste materials and rubbish. At the completion of the work, the Contractor shall remove all rubbish, tools, equipment, and surplus materials, and shall leave the work area completely clean. No area will be left unsafe by the Contractor at the end of the working day. The Contractor shall continuously maintain adequate protection for all their items from damage and shall protect the owner's property as well as Maintenance Facility users from damage, injury or loss arising in connection with this contract.

1.13 Quality Standards

The Contractor shall ensure that the required services specified in this contract, meet the quality standards outlined therein. All work performed under this contract shall be consistent with best industry practices, to assure adequate protection of FRTA assets. The FRTA will conduct inspections on work performed to ensure the work is following the contract.

1.14 Contractor Conduct

The Contractor's employees shall comply with all FRTA regulations, policies, and procedures. The Contractor shall ensure that their employees always present professional work attire. The Facility manager may, at his/her sole discretion, remove any vendor employee from the Maintenance Facility for misconduct or safety reasons. Such rule does not relieve the vendor of their responsibility to provide sufficient and timely service. The

FRTA will provide the vendor with immediate written and verbal rationale notice for removal of employees through the Facilities Department.

1.16 Inspection

Upon completion of the various phases of the flooring process; all surface preparation, crack repair, primer etc. the contractor shall notify the Facility Manager that the work has been completed. Upon notice of the completion of work the Facility Manager shall inspect all work. Should the work be conducted improperly or incompletely, the Contractor agrees to return and correct defects without additional cost to the FRTA.

1.17 Warranty

The Contractor shall furnish a warranty, in writing, that all work is to be free from defects of materials or workmanship for a minimum period of 3 years after acceptance of the work by the Facilities Manager. Any defects developing within said period due to reasons stated shall be made good without any expense to the FRTA.

1.19 Hours of Operation

Normal building hours are 7AM to 7PM Monday – Friday and 8AM to 5PM Saturday – Sunday. Holidays that the building is closed during the project timeline: **Memorial Day (5/25/2026)**

This project must be completed and invoiced by June 30, 2026.

*Under State Law, all holidays falling on Sunday must be observed on Monday.

If the awarded Contractor for their convenience desires to perform work during other than normal working hours or on other than normal work days, or if the Vendor is required to perform work at such times, the Contractor shall reimburse the FRTA for any additional expense occasioned the FRTA, thereby, such as, but not limited to, overtime pay for FRTA employees, utilities service, etc. UNLESS otherwise specified in these provisions, services will be performed during normal work hours. When required services occur on holidays, work will be performed on either the previous or following workday, unless specified otherwise.

SECTION 2.0 FLOORING SPECIFICATIONS

URETHANE CEMENT FLOORING SYSTEM

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

A. Work Included: Provide labor, materials and equipment necessary to complete the work of this Section, including but not limited to the following:

1. Urethane cement flooring systems.

1.2 SYSTEM DESCRIPTION

A. Urethane cement flooring system is composed of urethane cement base coat with a polymeric top coat and shall be self-leveling with slip-resistant finish.

1.3 SUBMITTALS

A. Product Data: Submit printed product descriptions, physical properties data, color charts, specifications, and application instructions as applicable, for each material specified except reinforcement and sealants.

B. Samples to be provided after bid award with each type and color mounted on a 12 inches x 12 inches sample on plywood.

C. Quality Control Submittals:

1. Test Reports: At the request of the Owner, furnish test reports from an independent testing laboratory showing that the submitted flooring materials meet or exceed specified physical properties and performance requirements.

2. Certificates: Affidavit required under Article 3.1.

3. List of Completed Installations: Shall furnish a list of at least three comparable installations of the submitted flooring materials as described in Section 10.0.

D. Contract Closeout Submittals:

1. Maintenance Data: Deliver 2 copies of the flooring manufacturer's printed recommendations for cleaning and maintaining the installed flooring to the Director's Representative.

1.4 QUALITY ASSURANCE

A. Installer's Qualifications: The person supervising the Work of this Section and the workers installing the flooring system shall be personally experienced in urethane cement flooring systems work and shall have been regularly employed by a company engaged in this type of flooring installation for a minimum of 3 years.

B. Source Limitations: Obtain primary resinous flooring materials, including primers, resins, hardening agents, grouting coats, and topcoats, through one source from a single manufacturer. Provide secondary materials, including patching and fill material, joint sealant, and repair materials, of type and from source recommended by manufacturer of primary materials.

1. Materials furnished for each type and color of flooring and base shall be from the same batch number.

D. Pre-installation Conference: Prior to installation of flooring, meet at the Project site with the installer and the Owner's Representative. Record discussions and furnish copy to each participant. Topics to be discussed shall include, but not be limited to:

1. Existing and new slab conditions
2. Project schedule
3. Surface preparation
4. Required room temperatures
5. Ventilation
6. Step-by-step application procedures
7. Curing time and methods
8. Protection of completed Work

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to the Site in factory sealed containers, clearly labeled and marked with manufacturer's name, address, batch number, and date of manufacture.

B. Store materials in accordance with manufacturer's printed instructions.

1.6 PROJECT CONDITIONS

A. Environmental Requirements:

1. Maintain temperature and relative humidity conditions necessary for proper installation and curing of the Work. Comply with flooring manufacturer's recommendations.
2. Maintain sufficient ventilation in areas to receive the Work of this Section. Follow flooring manufacturer's recommendations.

PART 2 – PRODUCTS

Urethane cement flooring system high strength industrial floor made by combining polyurethane resin with cement and aggregates to create a seamless surface that bonds to concrete and resists heavy wear, chemicals, moisture, and thermal shock.

2.1 MANUFACTURER

A. Using the above listed product definition in Section 2.0 or equal products by one of the following:

1. PumaCRETE
2. Dex-O-Tex Inc.
3. Koester Corp.
4. Sherwin Williams
5. Stonhard

6. Acceptable equivalent.

B. VOC Content of Liquid-Applied Flooring Components: Not more than 100 g/L when calculated according to 40 CFR 59, Subpart D (EPA Method 24):

2.2 PROPERTIES

A. Physical Properties: Provide complete flooring system that meets or exceeds the listed Minimum physical property requirements when tested in according to the referenced standard test method in parentheses.

1. Compressive Strength (ASTM C579): 6,755 psi. minimum.
 - a. Surface Hardness (ASTM D2240): Durometer D 85 minimum
2. Impact Resistance (ASTM D4226): > 160 in-lb.
3. Adhesion (ASTM D4541): 100% failure in concrete at 400 psi.
4. Water Absorption (MIL-PRF-3134): .64% or less.
5. Flexural Strength and Modulus of Elasticity (ASTM C 580): No less than 9000 psi.

B. Colors: As selected by the owner from Manufacture's standard colors

C. Sealant: One-part, mildew resistant silicone sealant specified in Section 07920.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verification of Conditions: Examine surfaces scheduled to receive the Work of this Section for defects that will adversely affect the execution and quality of the Work. Do not proceed until unsatisfactory conditions are corrected.

B. Certification: Furnish affidavit by the flooring installer that the surfaces to receive the Work of this Section have been examined and are acceptable for application of the approved flooring. Do not install the flooring until such certification has been acknowledged by the Director in writing.

3.2 PREPARATION

A. Substrate: Perform preparation and cleaning procedures according to flooring manufacturer's instructions for particular substrate conditions involved, and as specified. Provide clean, dry, and neutral substrate for flooring application. Surfaces shall be prepared in accordance with SSPC-SP13 Surface Preparation of Concrete (Reference ICRI CSP 5 visual standards for profile)

B. Concrete Surfaces: Shot-blast or power scarify as required to obtain optimum bond of flooring to concrete. Remove sufficient material to provide a sound surface, free of laitance, glaze, efflorescence, and any bond-inhibiting curing compounds or form release agents. Remove grease, oil, and other penetrating contaminates. Repair damaged and deteriorated concrete to acceptable condition. Leave surface free of dust, dirt, laitance, and efflorescence.

C. Curing and Moisture: Allow new poured-in-place concrete to cure a minimum of 10 days at 75°F (24°C). Verify concrete dryness in accordance with ASTM F 1869 “Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride” (moisture vapor transmission should not exceed 20 pounds per 1,000 square feet in a 24-hour period), F 2170 “Standard Test Method for Determining Relative Humidity in Concrete using in situ Probes” (relative humidity should not exceed 99%),

D. Materials: Mix urethane and epoxy resin components when required and prepare materials according to flooring system manufacturer's instructions.

3.3 APPLICATION

A. General: Apply each component of the specified flooring system according to manufacturer's directions to produce a uniform monolithic flooring surface of thickness indicated.

B. Base Coat / Broadcast Coats: Apply modified polyurethane cement base coat at spread rates according to the manufacturer's printed data sheets, allow to self-level, broadcast with 30/50 mesh sand to rejection, allow to cure, sweep off excess aggregate to achieve total nominal thickness of 3/16-1/4 in.

C. Finish or Sealing Coats: After broadcast coats have cured sufficiently, apply finish coats of 100% solids epoxy and aliphatic moisture cured polyurethane to produce finish matching approved submittal sample and in number of coats and spreading rates recommended by manufacturer.

1. Finished floor shall be a nominal 3/16”-1/4” Dry Film Thickness, uniform in color and free of trowel marks.

E. Control Joints: Place control joints in the epoxy flooring system to align with existing control joints in the concrete substrate. Existing joints must be cleaned and prepared according to manufacturer's directions prior to application.

3.4 COATING SCHEDULE:

A. Body/Base Coat: Self-Leveling Urethane with 30/50 mesh sand broadcast to rejection at a nominal 3/16”-1/4”.

B. Finish Coat: Pigmented applied at 2-3 mils dry film thickness.

3.5 CURING, PROTECTION AND CLEANING.

A. Cure resinous flooring materials according to manufacturer's directions, taking care to prevent contamination during application stages and before completing curing process. Close application area for a minimum of 24 hours.

B. Temporary Protection for interior flooring subjected to high traffic and heavy rolling loads such as scissor lifts and high reach equipment. Potential surfaces could include: polished concrete, terrazzo, concrete, stone, marble, tile, carpeting, vinyl tile and other finished floors. Shall meet LEED v4 and be FR Rated per NFPA- 701 and ASTM E648.

C. 1. ENTRY POINT PROPLEXFR HD1200, lightweight 6 lb. ridged Polypropylene sheets for interior use, 4 mm board at 1200 grams/m². Material shall be waterproof, non-warping when wet, light weight, and may be reused multiple times before recycling.

PART 4 - MEASUREMENT AND PAYMENT

4.1 GENERAL

A. Separate measurements and payment will not be made for the work of this Section. The cost for all work, complete in place; furnishing and installing all materials, equipment and accessories required; providing all tools, labor, transportation, handling and storage; and performing all work incidental to completion of work of this Section shall be included in the Contract Lump Sum Prices for the work.

SECTION 3.0

Floorplan showing project area are shaded gray and caution yellow delineations

SECTION 4.0

GENERAL INFORMATION & SUBMISSION INSTRUCTIONS

4.1 Bid Delivery

Responses must be received by **April 15, 2026 @3 PM** to **Franklin Regional Transit Authority, 3 Sandy Lane, Turners Falls, MA 01376, Attn: Nathan Kari**. One hard copy to be delivered and shall be marked "(IFB#2026-03 to Supply and Install a urethane cement flooring system).

All bids must include forms and items listed under "instructions to offeror" in **RED**.

4.2 Bid Signature

A response must be signed as follows: 1) if the Offeror is an individual, by her/him personally; 2) if the Offeror is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the Offeror is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

4.3 Time for Bid Acceptance

The contract will be awarded within 30 days after the bid opening.

4.4 Changes & Addenda

If any changes are made to this solicitation, an addendum will be issued. Interested bidders need just submit a simple email to: nathank@frta.org indicating receipt of the bid documents and any addenda will be posted on the FRTA website and emailed to all bidders on record as having accessed/picked up the solicitation. No changes may be made to the solicitation documents by the Offerors without written authorization and/or an addendum from the FRTA. It is also the responsibility of the vendor to monitor the Transit Authorities website for addenda. The web address is: <https://www.frta.org/about/procurements/>.

4.5 Modification or Withdrawal of Bids, Mistakes, and Minor Informalities

An Offeror may correct, modify, or withdraw a bid by written notice received by the FRTA prior to the time and date set for the bid opening. Bid modifications must be submitted via email clearly labeled "Modification No. ___" to the email address listed in part one of this section. Each modification must be numbered in sequence and must reference the original solicitation.

After the bid opening, an Offeror may not change any provision of the bid in a manner prejudicial to the interests of the Transit Authority or fair competition. Minor

informalities will be waived, or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

4.6 Right to Cancel/Reject Bids

The FRTA may cancel this solicitation or reject in whole or in part any and all bids, if the Transit Authority determines that cancellation or rejection serves the best interests of the FRTA.

4.7 Bid Prices to Remain Firm

All bid prices submitted in response to this solicitation must remain firm for 60 days following the bid opening.

4.8 Price Submission

All prices must contain the unit rate as requested on the bid price form in this solicitation. All prices are to include delivery, the cost of fuel, the cost of labor and all other charges related to the products or services listed. Prices are to remain fixed for the contract period of performance.

4.9 Bid Deposit and Bonds

Bid Deposits shall be:

1. at least five percent (5%) of the greatest possible bid amount.
2. made payable to the Awarding Authority.
3. conditioned upon faithful performance by the principal of the agreements contained in the bid, and
4. in the form of:
 - 4.1 cash,
 - 4.2 certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or
 - 4.3 bid bond issued by a surety company licensed to do business in the Commonwealth of Massachusetts.

Performance and Payment Bonds:

The Contractor shall provide the Awarding Authority with performance and payment (labor and materials) bonds in the form provided by the Awarding Authority (Forms in Section 4.10 and 4.11), executed by a surety licensed by the Commonwealth's Division of Insurance. Each such bond shall be in the amount of the Contract Sum.

If at any time prior to final payment to the Contractor, the Surety:

.1 is adjudged bankrupt or has made a general assignment for the benefit of its creditors;

.2 has liquidated all assets and has made a general assignment for the benefit of its creditors;

.3 is placed in receivership;

.4 otherwise petitions a state or federal court for protection from its creditors;

or

.5 allows its license to do business in Massachusetts to lapse or be revoked; the Contractor shall, within 21 days of any such action listed above, provide the Awarding Authority with new performance and payment bonds as described in section 4.9. Such bonds shall be provided solely at the Contractor's expense.

PERFORMANCE BOND - CONTRACTOR

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as **Principal**,
and _____ as **Surety**, are held and firmly bound unto
the Franklin Regional Transit Authority, _____ as **Obligee**, in the sum of
_____ **dollars_ \$**

to be paid to the Obligee, for which payments, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said **Principal** has made a contract with the **Obligee**, bearing the date of _____ 20 __ for the construction of Vehicle Maintenance and Operations Facility in Turners Falls, , , Massachusetts.

NOW, the condition of this obligation is such that if the **Principal** and all Subcontractors under said contract shall well and truly keep and perform all the undertakings, covenants, agreement, terms and conditions of said contract on its part to be kept and performed during the original term of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the **Surety**, and during the life and any guarantee required under the contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations changes or additions to said contract that may hereafter be made, notice to the **Surety** of such modifications, alterations, changes or additions being hereby waived, then this obligation shall become null and void; otherwise, it shall remain in full force and virtue.

IN THE EVENT, that the contract is abandoned by the **Principal**, or in the event that the Obligee, under the provisions of the awarded contract terminates the employment of the **Principal** or the authority of the **Principal** to continue the work, said **Surety** hereby further agrees that said **Surety** shall, if requested in writing by the Obligee, take such action as is necessary to complete said contract.

IN WITNESS WHEREOF, the **Principal** and **Surety** have hereunto set their hands and seals this:

_____ Day of _____ 20__

PRINCIPAL _____ **SURETY** _____

By: _____ **By:** _____
SEAL ATTORNEY-IN FACT

ATTEST: _____ **ATTEST:** _____

The rate for this bond is _____% for the first \$ ____ and ____% for the next
\$ _____

The total premium for this bond is \$ _____

**PAYMENT BOND -
CONTRACTOR**

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as **Principal**,
and _____ as **Surety**, are held and firmly bound
unto the Franklin Regional Transit Authority _____ as **Obligee**, in the sum of
dollars_ \$

to be paid to the Obligee, for which payments, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said **Principal** has made a contract with the **Obligee**, bearing the date of _____ 20 __ for the construction of Vehicle Maintenance and Operations Facility in Turners Falls, , Massachusetts.

NOW the conditions of this obligation are such that if the **Principal** and all subcontractors under said contract shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the **Surety** of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, provisions of M.G.L. c.30 §39A, and M.G.L. c.149 §29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force and virtue.

IN WITNESS WHEREOF, the **Principal** and **Surety** have hereunto set their hands and seals this:

_____ Day of _____ 20__

PRINCIPAL _____ SURETY _____

By: _____ By: _____
SEAL ATTORNEY-IN FACT

ATTEST: _____ ATTEST: _____

The rate for this bond is _____ % for the first \$ ____ and ____ % for the next
\$ _____

The total premium for this bond is \$ _____

4.12 Warranty

The Offeror warrants that (1) the Supplies sold are merchantable, (2) that they are fit for the purpose for which they are being purchased, (3) that they are absent from any latent defects and (4) that they are in conformity with any sample which may have been presented to the Transit Authority. The bidder guarantees that upon inspection, any defective or inferior supplies shall be replaced without additional cost to the Transit Authority. The Vendor will assume any additional cost accrued by the Transit Authority due to the defective or inferior Supplies. The bidder guarantees all Supplies for a period of three (3) years, or as otherwise specified herein.

4.13 Questions about the Solicitation

Questions concerning this solicitation must be submitted in writing to: Nathan Kari, Facility Manager, FRTA by **April 3, 2026 @3 PM**. Questions may be e-mailed to Nathank@frta.org. Written responses will be emailed to all bidders on record as having picked up the IFB. If any bidders or proposers contact anyone outside of Nathan Kari, Facility Manager, regarding this bid/proposal, that bidder/proposer will be disqualified immediately.

4.14 Rule for Award

Per M.G.L. c. 149, the contract will be awarded to the responsible and eligible bidder offering the lowest fully burdened hourly rate.

4.15 Tie Breaker Policy

Should there be a tie in submitted prices from two or more low bidders on a bid acquisition, the FRTA will adhere to the following process. The winning bid will go to the one that submitted their bid first, as identified through either a delivery time stamp via tracking number, or a written record if delivered by hand. If bidders have the same delivery time stamp/record, then the award goes to the firm whose home-base location is closest to 3 Sandy Lane, Turners Falls MA, 01376 by Google maps.

SECTION 5.0

GENERAL TERMS, CONDITIONS, CERTIFICATIONS

5.1 Bid Offers

The right is reserved to reject any and all bids or parts of bids and to make an award as may be determined to be in the best interests of the FRTA. Awards will be made within 30 business days from bid opening.

5.2 Awards

Awards to a bidder may be cancelled if the bidder fails to prosecute the work with promptness and diligence.

5.3 Payment

FRTA shall make payments for supplies and services rendered no later than 30 days after invoice(s) have been received and verified for accuracy.

5.4 . Guarantees

The successful bidder shall repair, replace, or make good, without cost to the FRTA, any defects or faults arising within three (3) years after the date of acceptance of articles furnished hereunder resulting from imperfect or defective work done or materials furnished by the Seller.

5.5 Legality

The successful bidder shall comply with all applicable United States, Massachusetts, and/or Turners Falls codes, statutes, ordinances, rules, and regulations.

5.6 Taxes

Purchases made by the FRTA are exempt from Massachusetts Sales Tax and Federal Excise Taxes. Bid prices must exclude any such taxes. Exemption certificates will be furnished upon request.

5.7 Indemnity

Contractor shall agree to Indemnify, Defend, and Hold the FRTA Harmless from any and all claims arising out of the performance of this contract from the negligence, willful acts or omissions of the contractor, its employees, agents, or any sub-contractors.

5.8 Right to Know Legislation

M.G.L., Ch.111F and 454 CMR 21.06 All vendors furnishing substances or mixtures which may be classified as toxic or hazardous, pursuant to MGL, Ch.111F, are cautioned to obtain and read the Law and the Regulations referred to above. Copies may be obtained from the State House Bookstore, State House, Room 117, Boston, MA 02133 for a fee.

5.9 Non-Collusion Affidavit

M.G.L., Ch.30, s.39M and/or Ch.30B, s. 10 Any person submitting a bid or proposal for the procurement or disposal of supplies or services to any governmental body shall certify in writing on the bid or proposal, as follows: the undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

5.10 State Taxes Paid

Pursuant to M.G. L. Ch.62C, s.49A, the undersigned certifies that, to the best of their knowledge and belief, they have complied with all the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

5.11 Insurance

Contractor shall purchase and maintain coverage for Workers' Compensation, Comprehensive General Liability, including products, completed operations, and contractual liability; Automobile Liability to protect their employees and others from bodily injury and damages to property which may arise out of or result from the Contractor's operations under this agreement, whether such operations be the Contractor's, any subcontractor, or anyone directly or indirectly employed by any of them. This insurance shall be in limits specified by Law, or as specified in the specifications. In no case shall the limits be less than \$1,000,000 in Bodily Injury and in Property Damages. A certificate of insurance naming the Franklin Regional Transit Authority as Additional Named Insured shall be filed with the FRTA prior to the commencement of any contract's operations. All policies and certificates shall contain an endorsement requiring at least thirty (30) days' written notice, non-renewal or cancellation of coverage to FRTA. Compliance by the Contractor with the insurance requirements shall not relieve the Contractor from liability under the full indemnity provisions contained herein (see section 3.11).

5.12 Independent Contractor

The contractor is neither an agent nor an employee of the FRTA and is not authorized to act on behalf of the FRTA.

5.13 Complete Agreement

The written contract supersedes all prior agreements or understandings between the parties and shall not be changed unless mutually agreed by both parties in writing.

5.14 Assignment / Sub-Contracting

The Contractor shall not assign any interest in a contract nor engage any other entity, company, subcontractor or individual to perform any obligation to the FRTA without prior written consent from the FRTA.

5.15 Conflict of Interest

The bidder certifies that no official or employee of the FRTA has a financial interest in this offer or in the contract which the bidder offers to execute or in the expected profit to arise there from, unless there has been compliance with the provisions of M.G.L.,Ch.43, s.27 (Interest in Public Contracts by Public Employees) and of provisions of M.G.L.,Ch.268A,s.20 (Conflict of Interest Law) and that this offer is made in good faith without fraud or collusion or connection with any other person submitting an offer to the FRTA.

5.16 Termination

The FRTA shall have the Right to terminate this Agreement, if:(A) the Contractor neglects or fails to perform or observe any of its obligations hereunder and cure is not affected by the Contractor within Fifteen (15) Days next following its receipt of a termination notice issued by the FRTA, or,(B) a judgment or decree is entered against the Contractor approving a petition for arrangement, liquidation, dissolution or similar relief relating to any bankruptcy or insolvency and such judgment or decree remains unvacated for Thirty (30) Days; or Immediately, if Contractor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief of debtors, or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of Contractor's property; or (C) funds are not appropriated or otherwise made available to support continuation of performance in any Fiscal Year succeeding the first year of this Agreement. FRTA shall pay all reasonable and supportable costs incurred prior to termination which payment will not exceed the value of any services provided. NOTICE: The FRTA may terminate this Contract or any Purchase Order issued hereunder without cause at any time, effective upon the termination date stated in the notice of

termination. The Contractor shall cease performance upon the stated termination date. If the Contract or any Purchase Order is terminated under this subsection, the Contractor shall be entitled to be paid for supplies and/or services delivered and accepted prior to the notice of termination. In no event shall the Contractor be entitled to be paid for any supplies or services delivered after the effective date of termination.

5.17 Return of property

Upon termination, the Contractor shall immediately return to the FRTA, without limitation, all documents, plans, drawings, tools, equipment, and items of any nature whatsoever supplied to the Contractor by the FRTA, or items developed by the Contractor in accordance with the terms of a Contract with the FRTA.

5.19 Information

The submission of a bid offer authorizes the FRTA to contact all parties referenced by the bidder in regard to financial and operational information. The FRTA shall have the right to request verification of any information or qualifications submitted as part of any offer to the FRTA.

5.20 Price Reduction

It is understood and agreed that if any price reductions should occur between the opening of the bid offers and the completion of the delivery of goods or services, the benefit of all such reductions will be extended to FRTA.

5.21 Governing Law

The offer and any Contract which may ensue shall be governed by the Laws of the Commonwealth of Massachusetts.

5.22 Enforceability

If any provision of this offer or Contract is found to be legally unenforceable, such legal unenforceability shall not prevent enforcement of any other provisions of a Contract.

5.23 Samples

Any qualified bidder may be required to submit samples of the goods offered at the request of the Facility Manager. Evaluation for acceptability will be a determining factor in the selection process.

5.24 Discrimination

It is understood and agreed that it shall be a material breach of Contract resulting from this bid offer for the Contractor to engage in any practice which shall violate any provision of M.G.L., Ch.151B, relative to discrimination in hiring, discharge, or terms or conditions of employment.

**SECTION 6.0
REQUIRED FORMS AND CERTIFICATIONS**

**CERTIFICATIONS REQUIRED BY LAW
FOR PUBLIC CONSTRUCTION CONTRACTS**

You must COMPLETE and SIGN the following certifications. You must also print, at the bottom of this page, the name of the contractor for whom these certifications are submitted.

TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

NON-COLLUSION

The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

PUBLIC CONTRACTOR DEBARMENT

The undersigned certifies under penalty of perjury that the below named contractor is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

OSHA TRAINING

Pursuant to G.L. c. 30, §39S, the Contractor hereby certifies under penalties of perjury as follows:

1. Contractor is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;
2. All employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and they shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and
3. All employees to be employed in the work subject to this contract have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

COMPLETE AND SIGN BELOW:

Authorized Person's Signature

Date

Print Name & Title of Signatory

Name of Contractor

**SECTION 7.0
CERTIFICATE OF CORPORATE AUTHORITY**

At a duly authorized meeting of the Board of Directors of the _____
(Name of corporation)

held on _____ Directors were present or waived notice, it was voted that

(date)

_____ of this company be and hereby is authorized to execute contracts and
bonds

(Name and title)

in the name and behalf of said company, and affix its Corporate Seal thereto, and such
execution

of any contract or bond of obligation in this company's name on its behalf of such

(officer)

under seal of the company shall be valid and binding upon this company.

A TRUE COPY,

ATTEST: _____

Place of Business:

I hereby certify that I am the _____ of the

(Name of Corporation)

(Title)

that _____ is the duly elected _____ of
said

(Name of Officer)

(Title)

company, and the above vote has not been amended or rescinded and remains in full force
and effect as of the date of this contract.

Signature: _____

Name/Title: _____

Date: _____

(Corporate Seal)

COMMONWEALTH OF MASSACHUSETTS, SS. _____, 20__

Then personally appeared the above named _____ and acknowledged
the foregoing instrument to be his/her free act and deed before me.

Notary Public _____

My commission expires:

SECTION 8.0
INSURANCE SPECIFICATIONS
INSURANCE REQUIREMENTS FOR AWARDED VENDOR ONLY:

Prior to commencing performance of any work or supplying materials or equipment covered by these specifications, the contractor shall furnish to the Office of the Purchasing Director a Certificate of Insurance evidencing the following:

A. GENERAL LIABILITY - Comprehensive Form

Bodily Injury Liability.....\$ One Million
Property Damage Liability.....\$ One Million

B. COVERAGE FOR PAYMENT OF WORKER'S COMPENSATION
BENEFIT PURSUANT TO CHAPTER 152 OF THE MASSACHUSETTS
GENERAL LAWS IN THE AMOUNT AS LISTED BELOW:

WORKER'S COMPENSATION.....\$ Statutory
EMPLOYERS' LIABILITY.....\$ Statutory

C. COMMERCIAL AUTOMOBILE LIABILITY INSURANCE AS
LISTED BELOW:

BODILY INJURY LIABILITY.....\$ Statutory

1. A contract will not be executed unless a certificate (s) of insurance evidencing above described coverage is attached.

2. Failure to have the above-described coverage in effect during the entire period of the contract shall be deemed to be a breach of the contract.

3. All applicable insurance policies shall read:

"FRANKLIN REGIONAL TRANSIT AUTHORITY" as a certificate holder and as an additional insured for general liability and commercial auto liability only, along with a description of operation in the space provided on the certificate including products, completed operations, and contractual liability.

Certificate Should Be Made Out To:
Franklin Regional Transit Authority
12 Olive Street
Greenfield, MA 01301

Note: If your insurance expires during the life of this contract, you shall be responsible to submit a new certificate(s) covering the period of the contract. No payment will be made on a contract with an expired insurance certificate

SECTION 9.0

INVOICING REQUIREMENTS

Each invoice shall be emailed to Nathank@frta.org at the completion of services or project:

To ensure a proper invoice, the invoice must include the following information and/or attached documentation:

- Name of the business concern, invoice number and invoice date.
- Contract number, or authorization for delivery of property of performance of services.
- Description, price, quantity and services delivered or rendered; Receipts of parts and materials verifying actual costs
- Shipping and payment terms.
- Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
- Other substantiating documentation or information as required by the contract.

Per M.G.L. c. 149, §§26-27D, Certified Payrolls and Statement of Compliance are to be submitted to the Facility Manager upon submission of each invoice.

SECTION 10.0

W-9 FORM

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**SECTION 11.0
PAST PERFORMANCE**

The FRTA requires that the Contractor demonstrate experience providing similar services in **size, scope and completely**. Three (3) references shall be provided for past performance.

Please use the format below for all references submitted and provide as much detail as possible in the Summary section.

Past Performance / Reference Title:	
Period of Performance	
Contract \$ Value	
Technical & Contractual POC Names & Titles	
Telephone numbers	
Email addresses	
Detailed summary of services provided	

Please use the format below for all references submitted and provide as much detail as possible in the Summary section.

Past Performance / Reference Title:	
Period of Performance	
Contract \$ Value	
Technical & Contractual POC Names & Titles	
Telephone numbers	
Email addresses	
Detailed summary of services provided	

Please use the format below for all references submitted and provide as much detail as possible in the Summary section.

Past Performance / Reference Title:	
Period of Performance	
Contract \$ Value	
Technical & Contractual POC Names & Titles	
Telephone numbers	
Email addresses	
Detailed summary of services provided	

SECTION 12.0

Prevailing Wage Schedule Attached Separately

**WEEKLY PAYROLL RECORDS REPORT
& STATEMENT OF COMPLIANCE**

In accordance with Massachusetts General Law c. 149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form is available from the Department of Labor Standards (DLS) at www.mass.gov/dols/pw and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

On a weekly basis, every contractor and subcontractor is required to submit a certified copy of their weekly payroll records to the awarding authority; this includes the payroll forms and the Statement of Compliance form. The certified payroll records must be submitted either by regular mail or by e-mail to the awarding authority. Once collected, the awarding authority is required to preserve those records for three years from the date of completion of the project.

Each such contractor and subcontractor shall furnish weekly **and** within 15 days after completion of its portion of the work, to the awarding authority directly by first-class mail or e-mail, a statement, executed by the contractor, subcontractor or by any authorized officer thereof who supervised the payment of wages, this form, accompanied by their payroll:

<p>STATEMENT OF COMPLIANCE</p> <p style="text-align: center;">_____, 20____</p> <p>I, _____, _____</p> <p style="text-align: center;">(Name of signatory party) (Title) do</p> <p>hereby state:</p> <p style="text-align: center;">That I pay or supervise the payment of the persons employed by _____ on the _____</p> <p style="text-align: center;">(Contractor, subcontractor or public body) (Building or project)</p> <p>and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.</p> <p style="text-align: right;">Signature _____</p> <p style="text-align: right;">Title _____</p>

**SECTION 13.0
GENERAL BID**

Franklin Regional Transit Authority 12 Olive St, Greenfield MA 01301
www.frta.org Tel: (413)774-2262 Fax: (413)772-2202

IFB#2026-02 to Supply and Install Epoxy Floor Covering

Form for General Bid

To the Franklin Regional Transit Authority, (hereinafter called the "Owner") acting through its Administrator, duly authorized therefore, who act solely for said Transit Authority and without personal liability to themselves:

Ladies/Gentlemen:

The undersigned _____, as bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that the bidder has carefully examined the Invitation for Bids and the Specifications (and amendments thereto); and s/he bids and agrees, if this bid is accepted, that the bidder will furnish all incidental materials and labor necessary for the completion of the Work as specified in the Bid, in the manner and time therein prescribed and according to the requirements of Owner as herein set forth.

The Bidder agrees that the Owner will have thirty (30) consecutive days from date of opening to accept the bid, except as described in the specifications, the lump sum price, therein. The Bidder also understands that the Owner reserves the right to accept or reject any or all bids and to waive any informalities in the Bids if it is in the Owner's interest to do so. The Advertisement for Bidders, Information for Bidders, Specifications and Plans and Bid Form attached thereto, shall become a contract upon the receipt by the Bidder of written acceptance of this bid by the Owner.

The Bidder agrees that activities not expressly mentioned in these specifications for Lump Sum Work, but involved in carrying out their intent are, and will be performed the same as though they were specifically mentioned, described, and delineated – including the provision of incidental equipment and supplies.

The Bidder certifies that all materials meet or exceed the requirements of the bid specifications and they are licensed to perform the services in the Commonwealth of Massachusetts and that workmanship is warrantied for at least three years.

Pursuant to M.G.L. Ch. 62C, Sec. 49A, the Bidder certifies under the penalties of perjury that, to the best of their knowledge and belief, they are in compliance with all laws of the Commonwealth relating to **taxes**, reporting of employees and contractors, and withholding and remitting child support.

The undersigned certifies under penalties of perjury that this bid has been made and submitted in good faith and **without collusion** or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Bidder's Name:

The undersigned certifies under penalties of perjury that the said undersigned is **not presently debarred** from doing public construction work in the Commonwealth of Form for Massachusetts under the provisions of Section 29F of Chapter 29 of the General Laws, or any other applicable debarment provisions of any other Chapter of the General Laws, or any Rule or Regulation promulgated thereunder.

The undersigned certifies that all of their employees who will be employed at the work site have successfully passed the **OSHA approved 10-hour safety course**, and we have proof on file. They also certify that they are able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.

The undersigned proposes to furnish all labor and materials required for the Urethane Cement Flooring System Project at FRTA Maintenance Facility in accordance with the accompanying specifications.

The BIDDER acknowledges receipt of the following addenda:

No. _____	, dated _____	, 2026	No. _____	, dated _____	, 2026
No. _____	, dated _____	, 2026	No. _____	, dated _____	, 2026

The Bidder will take in full payment, therefore, the following price, to wit:

A. The proposed Bid Price is: \$ _____

In words: _____
Payment and Performance Bonds to be based on this lump sum bid amount.

Contractor's MA License # _____

The Bidder certifies that all materials meet or exceed the requirements of the bid specifications. This bid may include proprietary materials. Any OR EQUAL submissions require accompanying documentation. The Owner has the sole discretion to determine if a product or method is EQUAL.

Bidder's Name

Signature _____ Printed Name _____

Title _____ Company Name _____

Company Address _____

Phone _____ Email _____

Date _____

Name and Tel # of Person who will be filing CERTIFIED PAYROLL