



INVITATION TO BID (ITB) & RESPONDENT'S ACKNOWLEDGEMENT

ITB TITLE:

Automotive Tools and Supplies

ITB NUMBER:

ITB GM 35-18

LAST DAY FOR QUESTIONS:

May 21, 2018 3:00 P.M. CST

ITB OPENING DATE & TIME:

May 30, 2018 3:00 P.M. CST

NOTE: BIDS RECEIVED AFTER THE BID OPENING DATE & TIME WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits your company to submit a bid on the above referenced goods or services. All terms, specifications and conditions set forth in this ITB are incorporated into your response. A bid will not be accepted unless all conditions have been met. All bids must have an authorized signature in the space provided below. All bids must be sealed and received by the Okaloosa County Clerk of Court by the "ITB Opening Date & Time" referenced above. The official clock for the purpose of receiving bids is located in the Clerk of Court, Brackin Building Conference & Training Room, #305 located at 302 N. Wilson St, Crestview, FL 32536. All envelopes containing sealed bids must reference the "ITB Title", "ITB Number" and the "ITB Opening Date & Time". Okaloosa County is not responsible for lost or late delivery of bids by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted bids will be accepted. Bids may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.

COMPANY NAME _____

MAILING ADDRESS _____

CITY, STATE, ZIP _____

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): _____

TELEPHONE NUMBER: _____ EXT: _____ FAX: _____

EMAIL: _____

I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A BID FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE RESPONDENT.

AUTHORIZED SIGNATURE: _____ TYPED OR PRINTED NAME _____

TITLE: _____ DATE _____

NOTICE TO RESPONDENTS

ITB GM 35-18

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed bids until **3:00 p.m. (CST) May 30th, 2018** for the **Automotive Tools and Supplies**.

Interested respondents desiring consideration shall provide one (1) original and two (2) copies (total of 3) of their Invitation to Bids (ITB) response with the respondent's areas of expertise identified. Submissions shall be portrait orientation, unbound, and 8 ½" x 11" where practical.

All originals must have original signatures in blue ink. Bid documents are available for download by accessing the Okaloosa County website at <http://www.co.okaloosa.fl.us/purchasing/home> then accessing the link "View Current Solicitations" or by accessing the Florida Purchasing Group website at <http://www.floridabidsystem.com/Bids/ViewOpenSolicitations.asp>

At **3:00 p.m. (CST), May 30, 2018**, all bids will be opened and read aloud. All bids must be in sealed envelopes reflecting on the outside thereof the Respondent's name and "**Automotive Tools and Supplies.**" The County will consider all bids properly submitted at its scheduled bid opening in the **Conference & Training Room #305 – (old First National Bank Bldg.)** located at 302 N. Wilson St, Crestview, FL 32536. Bids may be submitted prior to bid opening by being delivered in person or by mail to the Clerk of Circuit Court, 302 N. Wilson St., #203, Crestview, FL 32536.

NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services. Respondents using mail or delivery services assume all risks of late or non-delivery.

The County reserves the right to award the bid to the lowest responsive respondent and to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting Agreement that is in its best interest and its decision shall be final.

Any Respondent failing to mark outside of the envelope as set forth herein may not be entitled to have their bid considered.

All bids should be addressed as follows:

Automotive Tools and Supplies

Clerk of Circuit Court
Attn: BCC Records
Newman C. Brackin Bldg.
302 N. Wilson St. #203
Crestview FL 32536

Jeffrey Hyde
Purchasing Manager

Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS

Graham W. Fountain
Chairman

BID REQUIREMENTS

BID #: ITB GM 35-18

BID ITEM: Automotive Tools and Supplies

SCOPE OF WORK:

Okaloosa County is seeking vendors to provide tools for our Transit System Automotive Shop.

TOOL LIST FOR BID ITEMS:

Bid sheet is attached as Exhibit "A".

PURCHASE ORDER – Upon approval of Intent to Award, a purchase order will be issued to the selected vendor.

PAYMENT – The contractor shall be paid upon, receipt of goods and submission of invoice, through the requesting department to the Okaloosa County Board of County Commissioners, Finance Office, 302 N Wilson St, Suite #203, Crestview, FL 32536 for the prices stipulated herein for articles delivered and accepted. All invoices must show the County contract number. The vendor shall bill once per month based on all items delivered during the month. The invoice shall reflect items delivered and accepted and billed through the last day of the month.

DELIVERY – The delivery of all tools should be in care of Robert Berkstreaser at the following address: Emerald Coast Rider 600 Transit Way, Fort Walton Beach, FL 32547.

INFORMATION – Questions about this ITB should be directed to DeRita Mason, Purchasing department, dmason@co.okaloosa.fl.us. Any changes by the County to specifications shall be in writing in the form of an addendum and furnished to all bidders. Verbal information obtained otherwise will not be considered in awarding of bids.

The County reserves the right to award to more than one vendor if the cost would be beneficial for the County.

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 02/8/2018

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.

No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation

insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.

All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

Commercial General Liability coverage shall include the following:

- 1.) Premises & Operations Liability
- 2.) Bodily Injury and Property Damage Liability
- 3.) Independent Contractors Liability
- 4.) Contractual Liability
- 5.) Products and Completed Operations Liability

4. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

| | <u>LIMIT</u> |
|-----------------------------------|---|
| 1. Worker's Compensation State | Statutory |
| 2. Employer's Liability | \$500,000 each accident |
| 3. Business Automobile | \$1M each occurrence (A combined single limit) |
| 4. Commercial General Liability | \$1M each occurrence For Bodily Injury & Property Damage |

5 Personal and Advertising Injury

\$1M each occurrence Products and completed operations
\$1M each occurrence

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

Note: For Contractor's convenience, this certification form is enclosed and is made a part of the bid package.

CERTIFICATE OF INSURANCE

Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.

The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10 days' notice if cancellation is for nonpayment of premium).

In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.

In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.

The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.

All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject any deductible/SIR above \$10,000.

The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).

All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.

In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Contractor has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

GENERAL BID CONDITIONS

PRE-BID ACTIVITY -

Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to:

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Email: dmason@myokaloosa.com
(850) 689-5960

All questions or inquiries must be received no later than the last day for questions (reference ITB & Respondent's Acknowledgement form). Any addenda or other modification to the bid documents will be issued by the County five (5) days prior to the date and time of bid closing, as written addenda, and will be posted to and the Okaloosa County website at <https://www.bidnetdirect.com> and the Bidnet website at <https://www.bidnetdirect.com/florida>.

Such written addenda or modification shall be part of the bid documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their bid. No respondent may rely upon any verbal modification or interpretation.

PREPARATION OF BID – The bid form is included with the bid documents. Additional copies may be obtained from the County. The respondent shall submit bids in accordance with the public notice.

All blanks in the bid documents shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the bid signed. A bid price shall be indicated for each section, bid item, alternative, adjustment unit price item, and unit price item listed therein, or the words “No Bid”, “No Change”, or “Not Applicable” entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numerical figures, the written amount shall govern. Any bid which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting bids may be rejected.

A bid submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A bid submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A bid submitted by an individual shall show the respondent's name and official address.

A bid submitted by a joint venture shall be executed by each joint venture in the manner indicated on the bid form. The official address of the joint venture must be shown below the signature.

It is preferred that all signatures be in blue ink with the names type or printed below the signature. Okaloosa County does not accept electronic signatures.

The bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the bid shall be shown.

If the respondent is an out-of-state corporation, the bid shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida. A state contractor license # for the State of Florida shall also be included on the bid form. Respondent shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

INTEGRITY OF BID DOCUMENTS - Respondents shall use the original Bid documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Bid documents if sufficient space is not available. Any modifications or alterations to the original bid documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modification or alteration that a respondent wish to propose must be clearly stated in the respondent's response in the form of an addendum to the original bid documents.

SUBMITTAL OF BID – A bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the bid is submitted), the name and address of the respondent, and shall be accompanied by the bid security and other required documents. It is the respondent's responsibility to assure that its bid is delivered at the proper time and place. Offers by telegram, facsimile, or telephone will **NOT** be accepted.

Note: Crestview is not a next day delivery site for overnight carriers.

MODIFICATION & WITHDRAWAL OF BID - A bid may be modified or withdrawn by an appropriate document duly executed in the manner that a bid must be executed and delivered to the place where bids are to be submitted prior to the date and time for the opening of bids.

If within 24 hours after bids are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its bid, that respondent may withdraw its bid, and the bid security may be returned. Thereafter, if the work is rebid, that respondent will be disqualified from 1) further bidding on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

BIDS TO REMAIN SUBJECT TO ACCEPTANCE – All bids will remain subject to acceptance or rejection for sixty (60) calendar days after the day of the bid opening, but the County may, in its sole discretion, release any bid and return the bid security prior to the end of this period.

IDENTICAL TIE BIDS - – In cases of identical procurement responses, the award shall be determined either by lot or on the basis of factors deemed to serve the best interest of the County. In the case of the latter, there must be adequate documentation to support such a decision.

CONDITIONAL & INCOMPLETE BIDS - Okaloosa County specifically reserves the right to reject any conditional bid and bids which make it impossible to determine the true amount of the bid.

PRICING – The bid price shall include all equipment, labor, materials, freight, taxes etc. Okaloosa County reserves the right to select that bid most responsive to our needs.

ADDITION/DELETION OF ITEM – The County reserves the right to add or delete any item from this bid or resulting contract when deemed to be in the County’s best interest.

SPECIFICATION EXCEPTIONS – Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer’s specifications which conflict with the bid specifications. Respondent must also explain any deviation from the bid specification in writing, as a foot note on the applicable bid page and enclose a copy of the manufacturer’s specifications data detailing the changed item(s) with their bid. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with bid specifications.

APPLICABLE LAWS & REGULATIONS – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.

DISQUALIFICATION OF RESPONDENTS - Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its bid:

Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name.

Evidence that the respondent has a financial interest in the firm of another respondent for the same work.

Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.

Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.

Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.

Default under previous contract.

Listing of the respondent by any Local, State or Federal Government on its barred/suspended vendor list.

AWARD OF BID

Okaloosa County Review - Okaloosa County designated Staff will review all bids and will participate in the Recommendation to Award.

The County will award the bid to the responsive and responsible vendor(s) with the lowest responsive bid(s), and the County reserves the right to award the bid to the respondent submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and

all bids or to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Okaloosa County reserves the right to waive any informalities or reject any and all bids, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this bid and to accept the bid that in its judgment will best serve the interest of the County.

Okaloosa County specifically reserves the right to reject any conditional bids and will normally reject those which made it impossible to determine the true amount of the bid. Each item must be bid separately and no attempt is to be made to tie any item or items to any other item or items.

DISCRIMINATION - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

PUBLIC ENTITY CRIME INFORMATION - Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. [287.017](#) for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

CONE OF SILENCE CLAUSE - The Okaloosa County Board of County Commissioners has established a solicitation silence policy (**Cone of Silence Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences from the date of advertisement until award of contract.

All communications shall be directed to the Purchasing Department.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

REORGANIZATION OR BANKRUPTCY PROCEEDINGS – Bids will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.

INVESTIGATION OF RESPONDENT – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

REVIEW OF PROCUREMENT DOCUMENTS - Per Florida Statute 119.071 (2) 2 sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

COMPLIANCE WITH FLORIDA STATUTE 119.0701 - The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@co.okaloosa.fl.us.

PROTECTION OF RESIDENT WORKERS – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

SUSPENSION OR TERMINATION FOR CONVENIENCE - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

FAILURE OF PERFORMANCE/DELIVERY - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the award and removal of the respondent from the bid list for duration of one (1) year, at the option of the County.

AUDIT - If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this bid from the date of the award through three (3) years after the expiration of contract.

EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION – Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.

NON-COLLUSION – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.

UNAUTHORIZED ALIENS/PATRIOT’S ACT – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent’s failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.

The following documents shall be submitted with the bid packet:

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
- C. Federal E-Verify
- D. Cone of Silence Form
- E. Recycled Content Form
- F. Indemnification and Hold Harmless
- G. Prohibition to Lobbying
- H. Company Data
- I. System of Awards Management
- J. Addendum Acknowledgement
- K. Bid Sheet/Anti-Collusion Statement
- L. Debarment and Suspension
- M. Buy American

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____
(Typed or Printed)

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either “yes” (a county employee, elected official, or agency is also associated with your business), or “no”. If yes, give person(s) name(s) and position(s) with your business.

YES _____

NO _____

NAME(S)

POSITION(S)

FIRM NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS: _____

PHONE NO. _____

E-MAIL _____

DATE _____

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contact to likewise utilize the U.S. Department of Homeland Securities E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

CONE OF SILENCE CLAUSE

The Board of County Commissioners have established a solicitation silence policy (**Cone of Silence**) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County's Architect, Engineer or their subconsultants, or anyone designated to provide a recommendation to award a particular contract, other than the Purchasing Department Staff..

The period commences from the time of advertisement until award.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Manager or an appointed representative. It shall be the Purchasing Manager's decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the respondent from consideration during the selection process.

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I _____ representing _____
Signature Company Name

On this _____ day of _____ 2018 hereby agree to abide by the County's "**Cone of Silence Clause**" and understand violation of this policy shall result in disqualification of my proposal/submittal.

RECYCLED CONTENT FORM

RECYCLED CONTENT INFORMATION

Is the material in the above: Virgin _____ or Recycled _____ (Check the applicable blank). If recycled, what percentage _____%.

Product Description: _____

Is your product packaged and/or shipped in material containing recycled content?

Yes _____ No _____

Specify: _____

Is your product recyclable after it has reached its intended end use?

Yes _____ No _____

Specify: _____

The above is not applicable if there is only a personal service involved with no product involvement.

Name of Respondent: _____

E-Mail: _____

INDEMNIFICATION AND HOLD HARMLESS

Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this Agreement.

Respondent's Company Name

Authorized Signature – Manual

Physical Address

Authorized Signature – Typed

Mailing Address

Title

Phone Number

FAX Number

Cellular Number

After-Hours Number(s)

Date

Email Address

LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1) -(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

COMPANY DATA

Respondent's Company Name: _____

Physical Address & Phone #: _____

Contact Person (Typed-Printed): _____

Phone #: _____

Cell #: _____

Federal ID or SS #: _____

DUNNS #: _____

Respondent's License #: _____

Fax #: _____

Emergency #'s After Hours,
Weekends & Holidays: _____

Email Address: _____

SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity.

“Registered in the System for Award Management (SAM) database” means that.

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [subpart 4.14](#)) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(3) Company Physical Street Address, City, State, and Zip Code.

(4) Company Mailing Address, City, State and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company Headquarters name and address (reporting relationship within your entity).

- (d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) Offerors may obtain information on registration at <https://www.acquisition.gov> .

Offerors SAM information:

Entity Name: _____

Entity Address: _____

Duns Number: _____

CAGE Code: _____

ADDENDUM ACKNOWLEDGEMENT

ITB GM 35-18

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

| <u>ADDENDUM NO.</u> | <u>DATE</u> |
|----------------------------|--------------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

BID SHEET: ITB GM 35-18

BID NAME: Automotive Tools and Supplies

See attached Exhibit "A" which shall be completed by vendor-15 pages

ANTI-COLLUSION STATEMENT: The below signed bidder has not divulged to, discussed or compared his bid with other bidders and has not **colluded with any other bidder or parties to bid whatever.** **Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any** delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

Bidder's Company Name

Authorized Signature – Manual

Address

Authorized Signature – Typed

Address

Title

Phone #

Fax #

Federal ID # or SS #

Date Submitted: _____

Exhibit "B"

Standard Contract Clauses

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor

will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take

reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [*contractor / consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor / consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
 - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
 - a. All new employees.

- i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section; or
 - ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
 - i. Enrollment in the E-Verify program; or
 - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
 - i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
 - ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site:

<http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
(ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.

FTA Federal Clauses
Exhibit "C"

Fly America Requirements

Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000). Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Buy America Certification (Steel and Manufactured Products)

Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$150,000) Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, as amended by MAP-21 stating 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 product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$150,000) made with capital, operating or planning funds. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Cargo Preference

Contracts involving equipment, materials or commodities which may be transported by ocean vessels. These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000). Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.); c. include these requirements in all subcontracts issued pursuant to this contract when the

subcontract involves the transport of equipment, material or commodities by ocean vessel.

Energy Conservation

All Contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Clean Water

Applicability – All Contracts and Subcontracts over \$150,000. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

Lobbying

Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$150,000

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104- 65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$150,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non- Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Access to Records and Reports

Applicability – As shown below. These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through

the programs described at 49 USC 5307, 5309 or 5311.

2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$150,000.

3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

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

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

6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

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

Federal Changes

All Contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000) Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

Clean Air

Applicability – All contracts over \$150,000.

- 1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.
- 2) Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

Recycled Products

All contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42

U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

No Government Obligation to Third Parties

Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

- (1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

- (1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems

appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination

Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$150,000

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

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

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

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. **Waiver of Remedies for any Breach** In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, 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 interest. If the 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 (Supplies and Service)** If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. **Termination for Default (Transportation Services)** If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. **Termination for Default (Construction)** If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. the recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's

right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work. Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

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

out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government Wide Debarment and Suspension (Non Procurement)

The Recipient agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <http://https.www.sam.gov,.proxy1.semalt.design> if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <http://https.www.sam.gov,.proxy1.semalt.design> if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

Contracts Involving Federal Privacy Act Requirements

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000) The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1)The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights Requirements

Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000) The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute):

(1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer".

(3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: 1)

Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R.

part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.,

(2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under MAP-21 and previous legislation,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including:

(a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition

of “employer,” (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37, (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27, (c) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35, (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36, (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, December 14, 2005,

j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

Breaches and Dispute Resolution

All contracts over \$150,000

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Disadvantaged Business Enterprise

Contracts over \$3,500 awarded on the basis of a bid or proposal offering to use DBEs

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.
- b. The contractor shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26

in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

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

e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

Prompt payment

Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

Incorporation of Federal Transit Administration (FTA) Terms

All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual

provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

Other Federal Requirements

The following requirements are not federal clauses.

Full and Open Competition

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 etseq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Access Requirements for Persons with Disabilities

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Real Property

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by FAST Act, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract.

Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient

(LEP) Beneficiaries,” 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1)

Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low- Income Populations,” February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, “Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations,” 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, “Environmental Justice Policy Guidance for Federal Transit Administration Recipients,” August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

Environmental Protections

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Geographic Preference

All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201).

Organizational Conflicts of Interest

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and

(b) That impairs that Third Party Participant’s objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair

competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or

(b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only

Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, “Audits of States, Local Governments, and Non Profit Organizations” (replaced with 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” effective December 26, 2014 as applicable). Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO). Non Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity’s fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation’s Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

Veterans Preference

Veterans Preference. As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
- (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

Safe Operation of Motor Vehicles

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles

owned or leased either by the Contractor or AGENCY.

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

CFDA number for the Federal Transportation Administration

Nonurbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable) agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

- (1) It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR part 180,
- (2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 - (1) Debarred,
 - (2) Suspended,
 - (3) Proposed for debarment,
 - (4) Declared ineligible,
 - (5) Voluntarily excluded, or
 - (6) Disqualified,
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 - (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 - (2) Violation of any Federal or State antitrust statute, or
 - (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
 - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
 - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

- (1) Equals or exceeds \$25,000,
- (2) Is for audit services, or
- (3) Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:

- (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
- (2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and

3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor _____

Signature of Authorized Official _____ Date ____/____/____

Name and Title of Contractor's Authorized Official _____

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**BUY AMERICA CERTIFICATION
(STEEL OR MANUFACTURED PRODUCTS)**

[61 FR 6302, Feb. 16, 1996, as amended at 74 FR 30239, June 25, 2009]

General Requirement (as stated in 49 CFR 661.5)

- (a) Except as provided in 49 CFR 661.7 and 49 CFR 661.11, no funds may be obligated by FTA for a grantee project unless all iron, steel, and manufactured products used in the project are produced in the United States.
- (b) All steel and iron manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.
- (c) The steel and iron requirements apply to all construction materials made primarily of steel or iron and used in infrastructure projects such as, transit or maintenance facilities, rail lines, and bridges. These items include, but are not limited to, structural steel or iron, steel or iron beams and columns, running rail and contact rail. These requirements do not apply to steel or iron used as components or subcomponents of other manufactured products or rolling stock, or to bimetallic power rail incorporating steel or iron components.
- (d) For a manufactured product to be considered produced in the United States:
 - (1) All of the manufacturing processes for the product must take place in the United States; and
 - (2) All of the components of the product must be of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents.

If steel, iron, or manufactured products (as defined in 49 CFR 661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 661.13(b).

Certificate of **Compliance** with Buy America Requirements.

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Company Name: _____

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Certificate of **Non-Compliance** with Buy America Steel or Manufactured Products Requirements The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. 661.7.

Company Name: _____

Printed Name: _____

Title: _____

Signature: _____

Date: _____

Exhibit "A" BID SHEET-ITB GM 35-18

| NO. | DESC. | QTY | Unit Price | Total Price |
|------------|--|------------|-------------------|--------------------|
| | <u>TOOLS</u> | | | |
| 1 | 30,000 LBS. DRIVE ON LIFT - Cap:30,000 Max Wheelbase: 271"/307" Lifting Height:68" Overall Length: 28'-8-1/8" 31'-8-1/8" Overall Width: 12'-4-13/16" Width Inside Columns: 132" Length Between Columns: 285"/321" Overall Height: 7'-3/4" Runway Width: 24" Runway Height: 8-3/8" Width Between: 41"-48" Rise Time:105sec. Voltage: 208/230v Amps:20 Motor: 4HP Minimum Bay Size: 16' X33' | 2 | | |
| 2 | 15,000 LBS JACK FOR LIFT - Lifting Cap: 15,000 lbs. Min Width: 42-1/2" Max Width: 56-1/2" Min Short Pad On Arm: 14" Max Short Pad on Arm: 23" Min Tall Pad on Arm:17" Max Tall Pad on Arm: 26" Min Short Pad on Cross Tube:19" Max Short Pad on Cross Tube: 28" Min Tall Pad on Cross Tube: 22" Max Tall Pad on Cross Tube:31" Min Arm Reach: 48" Max Arm Reach: 67" Wheel Assembly Width: 19-1/2" Overall Width: 221/2" | 4 | | |
| 3 | A\C CHARGE & RECOVERY MACHINE - Fully-Automatic Function: Program to recover, vacuum, leak test and charge without operating panel valves. Automatic Oil Drain. Oil Inject: Automatically inject oil back into a\c system. Visual & Audible Alarm: Notifies the user when service is complete. Vacuum Leak Test: Monitor level after evacuation. Automatic Air Purge. Automatic Refrigerant Refill. Vacuum Timer Feature. Refrigerant Charging Automatically. | 1 | | |
| 4 | TIRE MOUNTING & DISMOUNTIN MACHINE - Rim Diameter: 6"-24" Rim Width: 10.5" Tire Diameter: 50" Drive System: 1.5ho air motor Footprint: 35"W x 44"D x 70"H | 1 | | |
| 5 | WHEEL BALANCER - Rim Diameter: 8"-30"Rim Width: 2"-20"Tire Diameter: 44"Shaft Diameter: 40mm Footprint: 66"W x 60"D | 1 | | |
| 6 | 1/2" BREAKER BAR - Pieces: 1. Material: Polished Chrome Hardened Steel. Drive: 1/2". Length: 24" To 30". Head: Flexible. | 3 | | |
| 7 | 2 1/2 TON FLOOR JACKS - Lift Capacity: 2-1/2 Tons. Min. Lift Height 3-3/4". Max. Lift Height: 20" | 2 | | |
| 8 | 10 TON FLOOR JACKS - Lift Cap: 10 Ton. Foot Pedal for Speed Lifting. Handle Lock. Spring-Loaded 43-1/4" Locking Handle. Lifting Range: 6-1/4" to 22". Saddle Diameter: 6". Overall Reach: 51". Frame Height: 9-3/4" | 1 | | |
| 9 | MIG WIRE FEED WELDER - Largest Amperage 120v Welder with Fine-tune Adjustments for Voltage & Wire Speed. | 1 | | |
| 10 | MIG WELDER CART - Type: Welder Shelf with Gas Bottle Holder. Locking Cabinet Under Welder Shelf. Cap:135lbs. Material: Steel. Drawers: 1 Locking Door. Caster Front: Two 2" Rubber. Caster Rear: Two 6" Tires Solid Rubber. | 1 | | |
| 11 | OIL FILTER CRUSHER W/ STAND - Height: 40" Width: 12-3/4" Filter Height: 13" Filter Diameter: 6" Crushing Force: 15 tons | 1 | | |
| 12 | OIL DOLLY (USED OIL CATCHER) - 16-gallon H.D. Steel Tank. 16" Deep Drawn Centered Funnel with Expanded Metal Screen. Positive Height Adjustment 50" to 70". Built-in Sight Tube Fluid Level. Drain Valve. Four Swivel Casters / Oil & Chemical Resistant. | 2 | | |
| 13 | 50 FT OXY/ACETYLENE HOSE SET - Hose Grade: T. Hose ID: 3/8". Color: Red/Green. Length:50'. Fitting Size Designation: B x B. Twin Line. | 1 | | |
| 14 | OXY/ACETYLENE 18" CUTTING TORCH - 18" Torch 90 Degree Head with 6290 Tip Set. | 1 | | |

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|----|---|---|--|
| | | | |
| 15 | CUTTING TORCH REGULATORS - Delivery: 100psi. Oxygen / 15psi. Acetylene. Regulator Supply Type: Cylinder. Stage: Single. Delivery Pressure Range: 10psi. Oxygen / 15psi. Acetylene. Supply Pressure Gauge: 0 to 4,000psi Oxygen / 0 to 400psi Acetylene. Gauge Size: 2". Gauges Delivery Pressure: 0 to 150psi Oxygen / 0 to 30psi Acetylene. Body Material: Brass. Outlet Connection: 9/16"-18RH Oxygen / 9/16"-18LH Acetylene. | 1 | |
| 16 | CUTTING TORCH FLASHBACK ARRESTORS SET OF 2 - Connection: B9/16"-18 RH/LH. Gas Type: Oxygen / Acetylene | 1 | |
| 17 | CUTTING TORCH DOLLY - Capacity: 440lbs. Holds Two Cylinders 1 Oxygen 1 Acetylene. Tires: Two Flat Free. Cabinet for Torches. Safety Chains / Straps. | 1 | |
| 18 | TRANSMISSION JACK - Capacity: 1,000lbs. Lift Range: 37" to 73-3/4". Cylinder Stages: Two. Quick Lift Foot Pedal. | 1 | |
| 19 | JACK STANDS (STANDARD) - Capacity: 3 Ton. Min Height: 12-1/8". Max Height: 19" | 8 | |
| 20 | JACK STANDS (LARGE) - Capacity: 12 Ton. Low Height: 18" High Height: 28-3/4". | 4 | |
| 21 | TOP SIDE CREEPER (OVER ENGINE) - Fold Away For Storage. Adjustable: 48" to 64". Thick Padded Chest Rest. Slip Resistant Steps. Thick Bumper Pads. Capacity: 400lbs. Casters: 2 Locking. | 1 | |
| 22 | 12V WHEELED BATTERY CHARGER - Charging Type: Boosting, Charging, Maintaining. Boost Amps: 200A @12V. Cold Cranking Amps @ Voltage: 200A 12V. Charging Amps @Voltage: 40A/6A @12V, 40A/6A @ 6V. AC Cord: 6FT. Input Voltage: 110VAC Cables: 6'. Cable Gauge: 6awg. Test Feature. Automatic Timer. | 2 | |
| 23 | 12V - 24V JUMP BOX - 12v or 24 v boosting capable. Amps: 1,000/3,000. Cable Length: 60". Cable Gauge Wire: 2awg. Clamp material Heavy Duty Jaw Clamp. LED Display. Reverse-Polarity Detector. Polarity Reverse Protection. | 2 | |
| 24 | MECHANIC TOOL CARTS - Capacity: 350lbs. Material: Steel. Shelves: 2. Drawers: 1 Locking. Casters: 4. Caster Size: 4" Paint: Powder-coat. Color: Blue Or Gray. | 3 | |
| 25 | MECHANIC CREEPERS - Capacity: 450lbs. Frame Material: Steel. Casters: 6 - 3". Vinyl Upholstered Bed & Headrest. Dimensions: 44x18x8 inches. | 3 | |
| 26 | SHOP FANS : Blade: 3 - 36" Aluminum. Voltage 120V. Housing Material: Steel. Motor:1/2 hp. Motor Enclosure: Open Air-Over Auto Thermal Protective. Cord Length: 10'. Mobile: Two Rear Tires. Speeds: 2. Motor Type: Permanent Split Capacitor. Drive Type: Direct. Guard Material: Steel. | 3 | |
| 27 | BATTERY LOAD TESTERS - Voltage: 12. Display: Digital. Handheld. Cable Length: 12". | 1 | |
| 28 | 3/8 AIR REELS WITH HOSES 50' - Hose Type: 3/8". Hose Length: 50'. Material: Steel. With Hose Stop. | 8 | |
| 29 | OIL HOSE REELS 50' - Hose Type: Oil Resistant. Hose Diameter: 1/2". Hose Length: 50'. Reel Material: Steel. With Hose Stop. | 1 | |
| 30 | OIL METER GUN - Flow: 4gpm. Max psi: 1,000. Inlet Port: 1/2". Outlet Port: 1/2". Display: Dial. Dial Size: 3-1/2". Flex Hose: 14". Dial Reads; 1-16qts in 1/4qt Increment. Includes Swivel Connector. | 1 | |
| | | | |

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|----|--|---|--|--|
| 31 | LIGHT REELS LED 50' - Watt: 12. Lumen: 1,000. Lighting Type: LED. Cord Length: 50'. Min Cord Size: 16/3. Reel Material: Steel. On/Off Switch: In Handle. Magnet on Light. Power On Indicator Light. | 6 | | |
| 32 | OVER TIRE TRUCK STEPS - Weight Capacity: 300lbs. Adjustable: Yes. Retractable: yes. Material: Steel. Step: Nonskid Surface. | 1 | | |
| 33 | BENCH GRINDERS - Horse Power: 3/4. Amps: 4.2. Speed: 3,600rpm. Wheel Diameter: 8". Volts: 120v. Wheel Included. | 2 | | |
| 34 | WORK BENCHS - Width: 72" Depth: 36" Height: 34". Capacity: 10,000lbs. Material: Steel. Leg Type: Fixed. Paint: Powder Coated. Top: 12Gauge Steel. Color: Blue Or Gray. | 3 | | |
| 35 | MECHANIC 6" VISE - 2 Anvil Surfaces. Reversible. Swivel. Lock Down Bolt: 2. Max Opening: 6". Jaw Type: Replaceable. Jaw Face: Serrated. Jaw Width: 5-1/2". W: 10-1/8". H: 9-5/8" L: 16-3/8". Material: Cast Iron. | 3 | | |
| 36 | COOLING SYSTEM PRESSURE TESTER - Color Coded to do Most Domestic and Imported Vehicles. Should Be Able to Test Radiator Caps Also. Max Pressure: 35psi. Min Pressure: 15psi. Number of Hoses: 1 Number of Adapters: 12 | 1 | | |
| 37 | NON CONTACT INFRARED THERMOMETER - Temperature Range: -40 Degrees to 428 Degrees F. Display: LCD. Battery: 9v. Auto Power Off. Degrees Selector: C or F. | 1 | | |
| 38 | POWER STEERING PULLEY PULLER - Hard Storage Case: Yes. Set Contains: 6 Pieces. Covers All Domestic Vehicles. | 1 | | |
| 39 | CYLINDER COMPRESSION GAUGE - Fittings Material: Brass / Nickel Finish. Gauge Size: 2-1/2" Pressure Reading: 0-300psi. Adapters: For Flat & Seat Plugs. Hose Length: 12". Threaded Adapters: 10mm, 12mm, & 18mm. Molded Case. | 1 | | |
| 40 | PNEMATIC FAN CLUTCH REMOVAL WENCH SET - Pieces: 7. Wrenches: 6. Sizes: 32mm, 36mm, 7/8", 1 7/8, 2", & 40mm, Driver:1. Case: Blow Molded Hard Case. Must Include instruction sheet. Material: Hardened Steel. | 1 | | |
| 41 | AIR HAMMER CHISEL SET - Pieces: 9. Case: Blow Molded Plastic. 1- Double Blade Panel Cutter . 1- Sheet Metal Trimmer . 1- Spot Weld Breaker. 1- Straight Panel Cutter. 1- 3/4" Cold Chisel. 1- 1 1/8" Scraper. 1- Tapered Punch. 1- 7" Chisel Blank . 1- 1-1/4" Smoothing Hammer. Material: Hardened Steel. | 1 | | |
| 42 | FUEL LINE MASTER DISCONNECT SET - Pieces: 26. Complete Disconnect Tool for Disconnecting: A\C, Transmission, Coolant, Fuel, Transmission, & Evap. Lines. To Include: 3/8, 1/2, 5/8, and 3/4" Disconnect Tools for Ford and Chrysler A/C Lines, 3/8 and 1/2" Disconnect Tools for Ford Fuel Lines, 5/8" Disconnect Tool for Ford Heater Hoses, 5/16 and 3/8" Fuel Line Disconnect Tools for GM and Chrysler, Transmission Oil Cooler Line Disconnect for Ford and GM Vehicles, Fuel Line Disconnect Tool for 1990 to 1994 Ford Ranger, Explorer, Bronco II, Heater Hose Disconnect Tool for Ford Aerostar Vans and Econoline Vans and Chrysler Vehicles, Oil Cooler Disconnect Tool for Ford Vehicles, Clutch Coupling Release Tool for Ford Trucks and Cougar/Thunderbird, Fuel Line Disconnect Tool for Chrysler Vehicles, Heater Hose Disconnect Tool for GM Vehicles, Long-handle Disconnect Tools for Ford and GM Fuel Lines, Scissors-style Fuel Line Disconnect Tools 5/16, 3/8, and 1/2" for Ford and GM Vehicles, Toyota A/C Line Disconnect Tool, GM Hydraulic Clutch Line Disconnect Tool, GM Oil Cooler Disconnect Tool, 5/16, and 3/8" Universal Disconnect Tools. | 1 | | |
| 43 | TIRE LIFT - Weight Capacity: 150lbs. Caster Size: 3". Material: Steel. | 1 | | |
| 44 | 1/4" DRIVE INCH POUND TORQUE WRENCH - Drive Type: 1/4". Head Type: Fixed. Ratcheting: Yes. Calibration Certificate | 1 | | |

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| | Included: Yes. Torque Measurement: Inch-Pound. Scale Range: 40 to 200in.-lb. Scale Increments: 1 in.-lb. Indicator Audible: Click. Material: Steel. Length Over 10". Accuracy At Least: +/-3% CW, +/-4% CCW @ 20% to 100% of Full Scale. | | |
| | Rotation: Clockwise / Counter Clockwise. Handle: Knurled. | | |
| 45 | 3/8" DRIVE FOOT POUND TORQUE WRENCH - Drive Type: 3/8". Head Type: Fixed. Rotation: Clockwise / Counter Clockwise. Ratcheting: Yes. Calibration Certificate Included: Yes. Torque Measurement: Foot-Pounds. Scale Range: 20 to 100 Foot Pounds. Length: Over15". Accuracy At Least: +/-3% CW, +/-4% CCW @ 20% to 100% of Full Scale. Indicator Audible: Click. Material: Steel. Handle: Knurled. | 1 | |
| 46 | 1/2" DRIVE FOOT POUND TORQUE WRENCH - Drive Type: 1/2". Head Type: Fixed. Ratcheting: Yes. Calibration Certificate Included: Yes. Torque Measurement: Foot-Pounds. Rotation: Clockwise / Counter Clockwise. Scale Range: 75 to 300ft.-lbs. Accuracy At Least: +/-3% CW, +/-4% CCW @ 20% to 100% of Full Scale. Indicator Audible: Click. Material: Steel. Length: Over 25". Handle: Knurled. | 1 | |
| 47 | A/C HOSE FITTING CRIMPER - Type: Hydraulic Crimping. Vise Mounting: Yes. Material: Steel. Dies: 4 Pair Different Sizes. Package: Blow Molded Case. | 1 | |
| 48 | 120V ANGLE 4" ANGLE GRINDER - Power Type: Corded. Wheel Diameter: 4 1/2". RPM: 12,000. Spindle Size: 5/8" Amperage: 7amps. Voltage: 120v. | 3 | |
| 49 | CYLINDER LEAK DOWN SET - Hose Length: 14". Threaded Adapters: 10mm, 12mm, & 18mm. Gauges: Dual 2 1/2" With Protective Outer Boots. Gauge Scale: 0-100psi & 0-700kPa. Pressure Regulated Manifold with Quick Coupler. Case: Blow Molded Hard Case. Must Include instruction sheet. | 1 | |
| 50 | BUSHING DRIVER KIT - Kit Includes: 9012-99 12mm x 45mm Disc Connector 9012-90 12mm x 180mm Handle Individual Disc Sizes: 23/32"(18mm), 3/4"(19mm), 25/32"(20mm), 27/32"(21mm), 7/8"(22mm), 29/32"(23mm), 15/16"(24mm), 1"(25mm), 1-1/32"(26mm), 1-1/16"(27mm), 1-3/32"(28mm), 1-5/32"(29mm), 1-3/16"(30mm), 1-7/32"(31mm), 1-1/4"(32mm), 1-9/32"(33mm), 1-11/32"(34mm), 1-3/8"(35mm), 1-13/32"(36mm), 1-15/32"(37mm), 1-1/2"(38mm), 1-17/32"(39mm), 1-19/32"(40mm), 1-5/8"(41mm), 1-21/32"(42mm), 1-11/16"(43mm), 1-23/32"(44mm), 1-25/32"(45mm), 1-13/16"(46mm), 1-15/16"(48mm), 2"(50mm), 2-1/32"(51mm), 2-1/16"(52mm), 2-1/8"(53mm), 2-3/32"(54mm), 2-5/32"(55mm), 2-7/32"(56mm), 2.1/4"(57mm), 2-9/32"(58mm), 2-11/32"(59mm), 2-3/8"(60mm), 2-13/32"(61mm), 2-7/16"(62mm), 2-1/2"(63mm), 2.17/32"(64mm), 2-9/16"(65mm), 2-29/32"(74mm). Case: Blow Molded Hard Case. 52 Pieces Total. | 1 | |
| 51 | RACE & SEAL DRIVER SET - Pieces: 11. Case: Blow Molded Hard Case. Spout Size: 12". Capacity: 1.565" to 3.180" | 1 | |
| 52 | RIVET PLIERS - Type: Pliers. Sizes: 3/32", 1/8", 5/32", & 3/16". Material: Metal. Handle: Rubber Coated. | 1 | |
| 53 | TIRE PRESSURE MONITOR & RESET SCANNER - Must Be Able To Activate ALL Magnetic, Frequency and Tire Deflation Sensors On ALL Vehicles Sold World Wide. Receives both 315MHz and 433MHz signals. Reads data including sensor ID, tire pressure, temperature, battery condition, and relearn information. •Checks Remote Keyless Entry (Key FOB) for transmissions. Provides visual and audible responses to confirm sensors are working properly. •Graphs vehicle with 4 or 5 wheels. Proper LF signal to prevent being fooled by other RF signals. Built-in rechargeable Li-polymer battery. Free Online Software Support. Saves up to 10 TPMS records for future data review. Automatic power-off to preserve battery life. Modular design allows for future capability expansions. Ergonomic design features strong housing and protective rubber boot. | 1 | |

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| 54 | OIL FILTER SOCKET SET - Drive Type: 3/8". Pieces: 5. Sizes: 24mm,27mm, 29mm, 32mm, 35/36mm. Case: Blow Molded Hard Case. | 1 | | |
| 55 | OIL FILTER WRENCH SET - 180-degree swivel action. Stainless steel bands. Rubber Coated Grip Handles. Pieces: 4 Small: 64 to 76mm, Medium: 73 to 83mm, Large: 89 to 99mm, and Extra Large: 96 to 111mm. | 1 | | |
| 56 | BALL JOINT PRESS MASTER SET - Applications: Ford® (43 models), GM® (53 models), Dodge®/Daimler-Chrysler® (54 models) and Jeep® (16 models) vehicles. Installs and removes ball joints with pre-fitted straight grease fittings. Press frame features large throat for increased ball joint applications and vise mount capability for U-joint applications. Locking cup design holds cup in place. Large, coarse thread pressure screw for extra strength and maximum force with grease zerk fitting. Includes full ball joint/universal joint application chart and storage/carrying case. | 1 | | |
| 57 | BORE SCOPE - Display: LCD AT Least 3.5" Screen. Resolution: 1600 x 1200 Pixels JPEG Image / 640 x 480 Pixels AVI Video. Image Rotation: 180 Degrees. Freeze Function. Zoom: Up To 4 Times Digital Image. Cable Diameter: 4.5mm / 0.18" Cable Length: 1m / 3.28'. Cable Flexibility: Semi-Flexible. Lighting: 6 LED Lights with Adjustable Intensity. Storage: Micro SD Card Field Of View: 90 Degrees. Interfaces: Micro USB 2.0, TV Output (PAL), Micro SD Card Slot. Power Supply: Rechargeable 18650 Li-Ion Battery. Battery Capacity: 2600mAh Battery Life: Up TO 5 Hours From Full Charge. Probe must be water, Oil, and Dust Proof. | 1 | | |
| 58 | TORX DRIVE SOCKETS - Drive Type: 1/4", 3/8", & 1/2" Drive. Socket Sizes: T10, T15, T20, T25, T27, T30, T40, T45, T47, T50, T55, & T50 Number Of Pieces: 12. Case Blow molded or Metal Tray. | 3 | | |
| 59 | TAMPER PROOF TORX DRIVE SOCKET SET - Drive Type: 1/4" & 3/8". 1/4" Drive Sizes: T7, T8, T10, T15, T20, T25, & T27. 3/8" Drive Sizes: T30, T40, T45, T50, & T55. Case: Blow molded or Metal Tray. | 3 | | |
| 60 | EXTERNAL TORX DRIVE SOCKET SET - Drive Type: 1/4" & 3/8". Sizes: E5, E6, E7, E8, E10, E11, E12, E14, E16, E18, E20. Pieces: 11 Case: Blow Molded or Metal Tray. | 3 | | |
| 61 | TORX SCREW DRIVER SET - Sizes: T6, T7, T8, T9, T10, T15, T25, T25, T27, T30, T40, T45. Handle Type: Hard Plastic. Pieces: 12. | 3 | | |
| 62 | METRIC HEX SOCKET SET - Drive Type: 1/4", 3/8", & 1/2". Sizes: 2mm, 2.5mm, 3mm, 4mm, 5mm, 5.5mm, 6mm, 7mm, 8mm, 9mm, 10mm, 12mm, & 14mm. Pieces: 13. Case: Blow Molded or Metal Tray. | 3 | | |
| 63 | STANDARD HEX SOCKET SET - Drive Type: 1/4", 3/8", & 1/2". Sizes: 1/4, 1/8, 3/16, 3/8, 5/16, 5/32, 7/32, 1/2, 5/8, & 9/16. Case: Blow Molded or Metal Tray. | 3 | | |
| 64 | SCREW DRIVER SET - Pieces: At Least 16. Phillips: 7 Included- #0x 1 1/2', #0x 2 1/2", #1x 1 1/2", #1x3", #2x4", #2x6", #2x8". Slotted: 9 to Include- 3/32"x1 1/2", 1/8"x2", 1/8"x4", 3/16"x1 1/2", 3/16"x4", 3/16"x6", 3/16"x9", 1/4"x4", 1/4"x6". | 3 | | |
| 65 | METRIC HEX T-HANDLE DRIVE SET - Handle Type: T-Handle. Handle Cover: Rubber. Sizes: 2mm, 2.5mm, 3mm, 4mm, 5mm, 6mm, 8mm, 10mm. Material: Steel. Shaft Length: At Least 3.5". Case: Blow Molded Or Rubber Grip. | 3 | | |
| 66 | STANDARD HEX T-HANDLE DRIVE SET - Sizes: 3/32", 7/64", 1/8", 9/64", 5/32", 3/16", 7/32", 1/4", 5/16", & 3/8". Handle Type: T-Handle Handle Coverage: Rubber. Material: Steel. Shaft Length: At Least 3.5". Case: Blow Molded or Rubber Grip. | 3 | | |
| 67 | METRIC NUT DRIVER SET - Sizes: 5mm, 6mm, 7mm, 8mm, 9mm, 10mm and 11mm. Shaft Length: At Least 2.5". Pieces: 7. Handle: Hard Plastic Color Coated For Size. | 3 | | |

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| 68 | STANDARD NUT DRIVER SET - Sizes: 3/16", 1/4", 5/16", 11/32", 3/8", 7/16" and 1/2". Shaft Length: At Least 2.5". Handle: Hard Plastic Color Coated For Size. | 3 | |
| 69 | PICK SET - Pieces: 5 Handle Type: Hard Plastic. 1-Hook Type. 1-45 Degree. 1- Straight. 1-90 Degree. 1-Long Radiator Hose Pick. Material: Steel. | 3 | |
| 70 | GASKET SCRAPER SET - Pieces: 4. 1- 1/2" Wide. 1- 3/4" Wide. 1- 1" Wide. 1- 1-1/2" Wide. Handle: Hard Plastic With Metal Drive End. Material: Steel. | 3 | |
| 71 | PRYBAR SET - Pieces: 5. Sizes: 10" Length With 3/8" Tip, 10" Length With 3/8" Tip, 17" Length With 3/8" Tip, 25" Length With 1/2" Tip, 31" Length With 1/2" Tip. Handle Type: Hard Plastic with Metal Drive End. Material: Steel | 3 | |
| 72 | PUNCH & CHISEL SET - Number of Pieces 18, Sizes Included Cold Chisel-3/8, 1/2, 5/8, 3/4, 7/8 In., Solid Punch-1/8, 5/32, 3/16 In., Pin Punch-3/32, 1/8, 3/16, 1/4 In., Center Punch-5/16 In., Starter Punch-3/32 In., Alignment Punch-1/8, 3/16, 1/4 In., Drift Punch-5/16 In., 1-Piece Design, Material Heat Treated High Carbon Steel Case: Roll Pouch | 3 | |
| 73 | FORWARD & REVERSE RATCHETING METRIC WRENCH SET - Pieces: 10 Sizes: 10mm, 11mm, 12mm, 13mm, 14mm, 15mm, 16mm, 17mm, 18mm, & 19mm. Metal Type: Chrome. Open Ended Wrench End. Length: At Least 10". Must Have Switch From Forward To Reverse. | 3 | |
| 74 | FORWARD & REVERSE RATCHETING STANDARD WRENCH SET - Pieces: 10. Sizes: 1/4", 5/16", 11/32", 3/8", 7/16", 1/2", 9/16", 5/8", 11/16", & 3/4". Metal Type: Chrome. Open Ended Wrench End. Length: At Least 10". Must Have Switch From Forward to Reverse. | 3 | |
| 75 | FORWARD & REVERSE RATCHETING METRIC STUBBY WRENCH SET - Pieces: 10 Sizes: 10mm, 11mm, 12mm, 13mm, 14mm, 15mm, 16mm, 17mm, 18mm, & 19mm. Metal Type: Chrome. Open Ended Wrench End. Must Have Switch From Forward To Reverse | 3 | |
| 76 | FORWARD & REVERSE RATCHETING STANDARD STUBBY WRENCH SET - Pieces: 10. Sizes: 1/4", 5/16", 11/32", 3/8", 7/16", 1/2", 9/16", 5/8", 11/16", & 3/4". Metal Type: Chrome. Open Ended Wrench End. Must Have Switch From Forward to Reverse. | 3 | |
| 77 | METRIC COMBINATION WRECH SET - Material - Polished Chrome. Sizes: 5mm, 5.5mm, 6mm, 7mm, 8mm, 9mm, 10mm, 11mm, 12mm, 13mm, 14mm, 15mm, 16mm, 17mm, 18mm, 19mm, 20mm, 21mm, & 22mm. Length: Standard | 3 | |
| 78 | STANDARD COMBINATION WRENCH SET - Sizes: 5/32", 3/16", 7/32", 1/4", 9/32, 13/64;;, 15/64", 5/16", 3/8", 7/16", 1/2", 9/16", 5/8", 11/16", 3/4", 13/16", 7/8", 15/16", 1", 1-1/16", 1-1/8", 1-3/16", & 1-1/4". Material; Polished Chrome. Length Standard. | 3 | |
| 79 | MERTIC HEX WRENCH SET - Pieces: 9 Case: Plastic Index. Sizes: 1.5mm, 2mm, 2.5mm, 3mm, 4mm, 5mm, 6mm, 8mm, & 10mm. Material: Steel. Length: At Least 2.5". | 3 | |
| 80 | STANDARD HEX WRENCH SET - Pieces: 13. Case: Plastic Indexed. Sizes: 0.050", 1/16", 5/64", 3/32", 7/64", 1/8", 9/64", 5/32", 3/16", 7/32", 1/4", 5/16", & 3/8". Material: Steel. Length: At Least 2.5". | 3 | |
| 81 | PIPE WRENCH SET - Pieces: 4. Paint: Powder Coated Any Color. Sizes" 12", 14", 18", & 24". Material: Hardened Steel. | 3 | |
| 82 | LOCKING PLIER SET - Pieces: 5. 1 - Curved Jaw Locking Pliers with Wire Cutter. Size: 5". Jaw Capacity: 1 1/8". Trigger Release. Material: high-grade heat-treated alloy steel. Turn Screw Adjustment. 2 - Long Nose Locking Pliers with Wire Cutter. Size: 6". | 3 | |

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| | Trigger Release. Jaw Capacity: 2". Material: high-grade heat-treated alloy steel. 3 - Curved Jaw Locking Pliers with Wire Cutter | | | |
| | Size: 7". Trigger Release. Material: high-grade heat-treated alloy steel. Jaw Capacity: 1 1/2". Screw Adjustable. 4 - Straight Jaw | | | |
| | Locking Pliers. Size: 1". Jaw Capacity: 1 7/8". Material: high-grade heat-treated alloy steel. Trigger release. Screw Adjustable. | | | |
| | 5 - Curved Jaw Locking Pliers with Wire Cutter. Size: 10". Jaw Capacity: 1 7/8". Material: high-grade heat-treated alloy steel. | | | |
| | Trigger Release. Screw Adjustable. Case: Roll Pouch. | | | |
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| 83 | ADJUSTABLE PLIER SET - Pieces: 4. Sizes: 4", 6", 12", & 16". Material: High Strength Steel. Jaw Type: Straight. Handle: Rubber or Plastic Coated. | 3 | | |
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| 84 | SLIP JOINT PLIER SET - Pieces: 3. Size: 6", 8", & 10". Material: Steel. Handles: Cushion Grips. | | | |
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| 85 | VOLT MULTIMETER - Instrument Counts: 6,000. Basic DC Accuracy: +/-0.50% of Reading + 2Digits. Safety Rating: CAT III 600v. Max AC Volt: 600. Max DC Volts: 600. Max AC Amps: 10. Max DC Amps: 10 Must have Continuity Audible. Max Ohms: 40 Mega ohm. Frequency Counter Rang: 0.01 Hz to 50kHz. Capacitance Range: 1 nF to 9999 uF. Display: LCD. Must Have Bar Graph. Must Have Min - Max Memory. Battery Type: 9v. Must Have Data Hold. Must Have Auto Ranging. Must Have Auto Power Off. Must Include Test Leads. | 3 | | |
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| 86 | CIRCUIT TEST LIGHT - Compatible: 6/12v. Test Light Type: Bulb or LED. Cord Length: 6' to 12'. Handle Type: Clear. | 3 | | |
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| 87 | POWER & GROUNDED ELECTRICAL CIRCUIT TESTER (EQUAL TO A POWER PROBE) - Powered & Grounded by: Vehicle Battery. Must Have Ground Lead At Probe End With Alligator Clip.. Must Have Audible for Ground And Different Audible For Power. Must Have Switch To Swap from Power and Ground. Main Lead Must Be At Least 20' Long With Extra Lead Of 20' Long. Must Have Light on End At Probe Shaft. Lead Connection To Battery Must Have Big Alligator Spring Loaded Clips. | 3 | | |
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| 88 | CABLED HOSE CLAMP PLIER - Long Reach Hose Clamp Plier With Flexible Wire Shaft. Cable Length: 2'. Material: Steel. Handle must be locking When Engaged. Handle Coating: Rubber or Dipped Plastic. Cable Must Be Replaceable. | 3 | | |
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| 89 | TIRE PRESSURE AIR GAUGE - Dual Foot Chuck. Must Have Sight Glass. Range: 10 to 120psi. Hose Length: At Least 6" Flexible. | 3 | | |
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| 90 | HEAVY DUTY BRAKE CALIPER SPREADER - Must be Able to Do Single and Dual Piston Calipers. Material: Steel. Thread Plate must have three holes to be able to dual or Single Pistons. Number of threaded Shafts: 2. | 3 | | |
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| 91 | DISC BRAKE CALIPER WIND BACK TOOL KIT - Pieces: 12 Case: Blow molded plastic. Handle Type: T-Handle. Piston Adapters: 10. Material: Steel. | 1 | | |
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| 92 | BRAKE TUBING MASTER FLARE TOOL KIT - Number Of Flare Types: Single & Double. Size Flared: 3/16", 1/4", 5/16", 3/8", 1/2", & 5/8". Material: Steel. | 1 | | |
| | | | | |
| 93 | BRAKE LINE TUBING BENDER - Type: Hand Held. Lines size: Metal lines Up To 3/8" O.D. Material: Steel. Number Of Sizes: 3. | 1 | | |
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| 94 | MINI BRAKE LINE CUTTING TOOL - Material: Steel. Low Profile. Tubing Sizes: 1/8" to 5/8" O.D. (3mm to 16mm). Must Come With Extra Ream Wheel. | 3 | | |
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| 95 | DRUM BRAKE SERVICE KIT - Pieces: 8. Case: Blow Molded Plastic. 1 - Spring Compressor 5/8" Diam. Springs. 1 - Brake Spring Installer 1-Sprin Removal Tool. 1-Brake Retaining Spring Tool. 1-Brake Spring Pliers. 1- Brake Adjustment Spoon. Material: Steel. 1- Spring Compressor. | 3 | | |
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| 96 | WIRE CUTTER PLIER SET - Material: Heavy Duty Steel. 1- 6" Angle Head Cutters. 1- 8" Straight Head Cutters. 1- 10" Straight Head Cutters Handles: Rubber or Plastic. | 3 | |
| 97 | WIRE STRIPPER PLIERS - Material: Steel. Handle: Curved. Handle Coating: Rubber Or Cushion. Length: At Least 7". Wire Stripping Sizes: 6 to 12AWG. Screw Sheering Sizes: 6-32 & 8-32 Screws. Handle: Spring Loaded. | 3 | |
| 98 | WIRE TEST JUMP LEADS - Connection Type: Heavy Duty Jacketed Alligator Clips. Number of Black Test Leads: 4. Number Of Red Test Leads: 4. Insulation: Heavy Duty. Length: At Least 48". Wire: Flexible. | 3 | |
| 99 | WIRE PIERCING TEST SET - Pieces: 4 Type: Screw Down Piercer. Colors: Black, Red, Yellow, Blue or Green. Case: Pouch. Hook Type: Claw. | 3 | |
| 100 | AIR HAMMER GUN - Stroke: 2-5/8". Blows Per Minute: 3500. Shank Size: 0.401". Shank Type: Round. Air Inlet 1/4" Handle Type: Pistol Min Operating Pressure: 90psi. Bit Head Type: Quick Change Spring Loaded Coupler Style. | 3 | |
| 101 | 1/4" RIGHT ANGLED AIR GRINDER - Hp: 0.4 To 1. Air Inlet Size: 1/4". RPM: 20000 Exhaust: Rear. Handle: Locking Off. Gear Head: Grease able. Must Include Wrenches to Shaft. Arbor Size: 1/4". CFM: 17 To 30.Length: No Longer Than 7". Weight: 1.5lbs To 3.5lbs. | 3 | |
| 102 | 1/4" STRAIGHT AIR GRINDER - Hp: 0.04 To 1. Weight: 1.5 To 3.5lbs. Exhaust: Rear. Air Inlet Size: 1/4". Must Include Wrenches To Swap Out Arbor. Arbor Size: 1/4". RPM: 20000. Length No Longer Than 9". CFM: 17 To 30. Handle: Locking Off. | 3 | |
| 103 | 1/4" AIR RATCHET - Min Torque: 25ft-lbs. Min RPM: 250. Head Type" Forward & Reversing. Head Drive Size: 1/4". Weight: 1.0 To 3.0lbs. Length: 7" To 8". Air Inlet Size: 1/4". Hose size: 3/8". Air Pressure: Min 90psi. Throttle: Variable. | 3 | |
| 104 | 3/8" AIR RATCHET - Air Inlet Size: 1/4" Drive Head: Forward & Reversing. Drive Head Size: 3/8". Weight: 2 to 4lbs. Torque: 70 to 90ft/lbs. Exhaust: Rear. Air Hose Size: 3/8". Throttle: Variable. Free Speed: 150 To 200rpm. Operating Air Pressure: Min 90psi. | 3 | |
| 105 | 3/8" AIR IMPACT GUN - Air Inlet: 1/4". Drive Size: 3/8". Drive: Forward & Reversing With 4 Speed Forward Selecting. Push Button Reverse and Forward selecting. Turn Knob For Forward Speeds. Min Torque: 300ft/lbs. Weight: 2 To 3lbs. Body: Composite Material. Length: 6 To 7". Exhaust: Bottom. Finger Trigger Type Engagement. Blows Per Minute: 100 To 1500. Forward Range: 25 To 250ft/lbs. | 3 | |
| 106 | 1/2" AIR IMPACT GUN - Air Inlet Size: 1/4". Hose size: 3/8". Drive size: 1/2". Reverse Torque: 900 To 950ft/lbs. Trigger: Finger Pull. Push button Forward & Reversing. Dial For Forward Power Selecting. Speeds: 4. Weight: 4 to 5lbs. Body Material: Composite. Blows Per Minute: 1200 to 1300. Length: 7" To 8". Free Speed: 8000 To 8500rpm. Forward Torque: 1200 To 1400ft\lbs. | 3 | |
| 107 | 3/4" AIR IMPACT GUN - Air Inlet Size: 3/8". Hose Size: 1/2". Torque Reverse: 1000 To 1300ft\lbs. Weight: 10 To 13lbs. Blows Per Minute: 1000 To 1300. Length: 8" To 9". Exhaust: Bottom. Trigger: Finger Pull Button. Forward Torque Range: 200- 900ft\lbs. Selecting. Free Speed RPM: 4500 To 5500. Hammer Size: Jumbo. Drive Size: 3/4". Min Operating Pressure: 90psi. | 1 | |
| 108 | AIR BLOWER GUN - Air inlet size: 1/4". Hose Size: 3/8". Trigger Style Pull Handle Pistol Grip. Tip Rubber & Removable. Material: Plastic Body With Steel Pipe. | 3 | |
| 109 | 1/2" CHUCK 3/8" AIR DRILL - Air Inlet Size: 1/4". Hose Size: 3/8". Chuck Size: 1/2". Exhaust: Bottom. Pistol Trigger With Variable Speed In Trigger Pull. HP: 0.5 To1.0hp. Length: 7" To 8". Weight: 3 To 4lbs. Must Be Reversible. Chuck: Keyed With Key Included. Min Operating Pressure: 90psi. Free Speed: 500rpm. CFM: 20 to 30. | 3 | |

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| 110 | MECHANIC INSPECTION MIRROR - Mirror Size: 2" To 2.5" Telescoping Length: 7" To 36". Adjustable Mirror End. Handle: Plastic Or Rubber coated. Material: Steel Telescoping. | 3 | | |
| 111 | MECHANIC POCKET PEN LIGHT - Light Type: LED. Material: Aluminum. Battery: Rechargeable. Waterproof: IP-X7 At Least. Color: Black, Red, Green, Or Blue. LED Type: CREE. Pocket Clip: Yes. Push Button On Off On End. Lumens: At Least 100. Removable Cord For Recharging. | 3 | | |
| 112 | MECHANIC POCKET AIR BLOWER - Air Fitting Size: 1/4"NTP Pocket Clip: Yes. Style: A. Must Be Flow Adjustable . | 3 | | |
| 113 | DEAD BLOW HAMMER SET - Pieces: 3. 1- 12oz. With Brass Cap On One Side. 1- 16oz. Steel Faced One Ball Type & One Flat Faced. 1- 24oz. Urethane Coated Non-Spark & Non-Marring. Handles: Urethane Coated Or Wooden. | 3 | | |
| 114 | BIG HAMMER KIT - Pieces:3. 1- 1 5/8" 64oz. Drop Forged Steel Head mini Sledge Flat Faced Both Sides. 1- 1 3/4" 32oz. Drop Forged Steel Flat Faced One Side Wedge Faced On Other. 1- 1 3/4" 32oz. Drop Forger Steel Flat Faced One Side And Ball Type On Other. Handles: Unbreakable Rubber Coated With The Ability To Tether Strap Installed. Color: High Or Safety Visibility Powder Coated. | 3 | | |
| 115 | SMALL HAMMER SET - Pieces: 3. 1- 1 7/8" 40oz. Drop Forged Steel Flat Faced One Side And Ball Type On Other. 1- 1 3/4" 32oz. Drop Forged Steel With Flat Faced One Side With Ball Type On Other Side. 1- 1 1/2" 24oz. Drop Forged Steel With Flat Faced One Side And Ball Type On The Other Side. Handles: Unbreakable Rubber Coated With The Ability To Install Tether. Color; High Or Safety Visibility. | 3 | | |
| 116 | HEAVY DUTY PRYBAR - Length: 30 TO 36". Material: Heat Treated or Tempered Steel. Handle: Plastic Coated With Strike able End That Is Connected To The Shaft. (Shaft Must Go All The Way Through Handle) | 3 | | |
| 117 | 1/4" SOCKET HOLDER STANDARD REGULAR & DEEP WELL - Material: Plastic. Drive Size: 1/4". Sizes: 3/16" Through 5/8". Storage Posts Must Be Marked With Socket Size. Must Be Able To Keep Regular And Deep Well Sockets. Color: Red. Type: Tray. Holds: 26 Sockets. | 6 | | |
| 118 | 1/4" SOCKET HOLDER METRIC REGULAR & DEEP WELL - Material: Plastic. Drive Size: 1/4". Type: Tray. Color: Gray. Sizes: 4.5mm To 15mm. Storage Posts Must Be Marked With Socket Size. Must Be Able To Keep Regular And Deep Well Sockets. Tray. Holds: 28 Sockets. | 6 | | |
| 119 | 3/8" SOCKET HOLDER STANDARD REGUAR & DEEP WELL - Material: Plastic. Drive Size: 3/8". Type: Tray. Color: Red. Sizes: 1/4" Through 1". Storage Posts Must Be Marked With Socket Size. Must Be Able To Keep Regular And Deep Well Sockets. Tray. Holds: 26 Sockets. | 6 | | |
| 120 | 3/8" SOCKET HOLDER METRIC REGULAR & DEEP WELL - Material: Plastic. Drive Size: 3/8". Type: Tray. Color: Gray. Sizes: 6mm Through 20mm. Storage Posts Must Be Marked With Socket Size. Must Be Able To Keep Regular And Deep Well Sockets. Tray. Holds: 30 Sockets. | 6 | | |
| 121 | 1/2" SOCKET HOLDER STANDARD REGULAR & DEEP WELL - Material: Plastic. Drive Size; 1/2". Color: Red. Sizes: 3/8" Through 1 1/4". Storage Posts Must Be Marked With Socket Size. Must Be Able To Keep Regular And Deep Well Sockets. Color: Red. Type: Tray. Type: Tray. Holds: 28 Sockets. | 6 | | |
| 122 | 1/2" SOCKET HOLDER METRIC REGULAR & DEEP WELL - Material: Plastic. Drive Size: 1/2". Color: Gray. Sizes: 10mm Through 27mm. Storage Posts Must Be Marked With Socket Size. Must Be Able To Keep Regular And Deep Well Sockets. Color: Gray. Type: Tray. Type: Tray. Holds: 34 Sockets. | 6 | | |
| 123 | 1/4" STANDARD & METRIC IMPACT SOCKET SET - Pieces: 72 Case: Blow Molded Plastic. To Include: 1/4" Standard Deep Well Sockets - 3/16", 7/32", 1/4", 9/32", 5/16", 11/32", 3/8", 7/16", 1/2" & 9/16". 1/4" Metric Deep Well Socks - 4mm, 4.5mm, 5mm, 5.5mm, 6mm, 7mm, 8mm, 9mm, 10mm, 11mm, 12mm, 13mm, 14mm, & 15mm. 1/4" Standard Impact Regular Depth - 3-16", 7/32", 1/4", 9/32", 5/16", | 3 | | |

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| | 11/32", 3/8", 7/16", 1/2" & 9/16". 1/4" Metric Impact Regular Depth - 4mm, 4.5mm, 5mm, 5.5mm, 6mm, 7mm, 8mm, 9mm, 10mm, 11mm, 12mm, 13mm, 14mm, & 15mm. 1/4" Standard Impact Swivel Universal Regular Depth - 1/4", 5/16", 3/8", 7/16", 1/2", & 9/16". | | | |
| | 1/4" Metric Impact Swivel Universal Regular Depth - 5mm, 5.5mm, 6mm, 7mm, 8mm, 9mm, 10mm, 11mm, 12mm, 13mm, 14mm, 15mm. 1/4" Impact Swivel Universal Socket 1/4" to 1/4". 1/4" to 3/8" Adapter. 1/4" to 1/4" Screw Gun Adapter. 1/4" Drive 2" Impact Extension. 1/4" Drive 4" Impact Extension. 1/4" Drive 6" Impact Extension. | | | |
| 124 | 1/4" STANDARD CHROME SOCKET SET REGULAR DEPTH - Material: Polished Chrome Steel. Sizes: 3/16", 7/32", 1/4", 9/32", 5/16", 11/32", 3/8", 7/16", 1/2" & 9/16". Case: Metal Tray Or Blow Molded Plastic Case. | 3 | | |
| 125 | 1/4" METERIC CHROME SOCKET SET REGULAR DEPTH - Material: Polish Chrome Steel. Sizes: 4mm, 4.5mm, 5mm, 5.5mm, 6mm, 7mm, 8mm, 9mm, 10mm, 11mm, 12mm, 13mm, 14mm & 15mm. Case: Metal Tray Or Blow Molded Plastic Case. | 3 | | |
| 126 | 1/4" STANDARD CHROME DEEP WELL SOCKET SET - Material: Polished Chrome Steel. Sizes: 3/16", 7/32", 1/4", 9/32", 5/16", 11/32", 3/8", 7/16", 1/2" & 9/16". Case: Metal Tray Or Blow Molded Plastic Case. | 3 | | |
| 127 | 1/4" METERIC CHROME DEEP WELL SOCKET SET - Material: Polish Chrome Steel. Sizes: 4mm, 4.5mm, 5mm, 5.5mm, 6mm, 7mm, 8mm, 9mm, 10mm, 11mm, 12mm, 13mm, 14mm & 15mm. Case: Metal Tray Or Blow Molded Plastic Case. | 3 | | |
| 128 | 3/8" STANDARD & METRIC IMPACT SOCKET SET - Pieces: 81 Case: Blow molded Plastic Case Or Metal Tray. Set Should Include: 12 Pieces Fractional Standard Length Sizes (inches): 5/16, 3/8, 7/16, 1/2, 9/16, 5/8, 11/16, 3/4, 13/16, 7/8, 15/16, & 1". 12 Pieces Fractional Deep Length Sizes (inches): 5/16, 3/8, 7/16, 1/2, 9/16, 5/8, 11/16, 3/4, 13/16, 7/8, 15/16, & 1". 16 Pieces Metric Standard Length Sizes: 7mm, 8mm, 9mm, 10mm, 11mm, 12mm, 13mm, 14mm, 15mm, 16mm, 17mm, 18mm, 19mm, 20mm, 21mm, & 22mm. 16 Pieces Metric Deep Length Sizes: 7mm, 8mm, 9mm, 10mm, 11mm, 12mm, 13mm, 14mm, 15mm, 16mm, 17mm, 18mm, 19mm, 20mm, 21mm & 22mm. 12 Pieces Fractional Standard Length Universal Sizes (inches): 5/16, 3/8, 7/16, 1/2, 9/16, 5/8, 11/16, 3/4, 13/16, 7/8, 15/16, & 1". 10 Pieces Metric Standard Length Universal Sizes: 10mm, 11mm, 12mm, 13mm, 14mm, 15mm, 16mm, 17mm, 18mm & 19mm. 3/8" Impact Swivel Universal Socket 3/8" to 3/8". 3/8" to 1/2" Adapter. 3/8" to 1/4" Screw Gun Adapter. 3/8" Drive 2" Impact Extension. 3/8" Drive 4" Impact Extension. 3/8" Drive 6" Impact Extension. | 3 | | |
| 129 | 3/8" STANDARD CHROME SOCKET SET REGULAR DEPTH - Material: Polish Chrome Steel. Sizes: 5/16, 3/8, 7/16, 1/2, 9/16, 5/8, 11/16, 3/4, 13/16", 7/8", 15/16" & 1". Case: Metal Tray Or Blow Molded Plastic Case. Form: Regular Depth. | 3 | | |
| 130 | 3/8" METERIC CHROME SOCKET SET REGULAR DEPTH - Material: Polished Chrome Steel. Sizes: 8mm, 9mm, 10mm, 11mm, 12mm, 13mm, 14mm, 15mm, 16mm, 17mm, 18mm, 19mm, 20mm, 21mm & 22mm. Case: Metal Tray Or Blow Molded Plastic Case. Form: Regular Depth. | 3 | | |
| 131 | 3/8" STANDARD CHROME DEEP WELL SOCKET SET - Material: Polish Chrome Steel. Sizes: 5/16, 3/8, 7/16, 1/2, 9/16, 5/8, 11/16, 3/4, 13/16", 7/8", 15/16" & 1". Case: Metal Tray Or Blow Molded Plastic Case. Form: Deep Well. | 3 | | |
| 132 | 3/8" METERIC CHROME DEEP WELL SOCKET SET - Material: Polished Chrome Steel. Sizes: 8mm, 9mm, 10mm, 11mm, 12mm, 13mm, 14mm, 15mm, 16mm, 17mm, 18mm, 19mm, 20mm, 21mm & 22mm. Case: Metal Tray Or Blow Molded Plastic Case. Form: Deep Well. | 3 | | |
| 133 | 1/2" STANDARD IMPACT SOCKET SET REGULAR DEPTH - Pieces: 19 Material: Impact Steel. Sizes: 3/8", 7/16", 1/2", 9/16", 5/8", 11/16", 3/4", 13/16", 7/8", 15/16", 1", 1-1/16", 1-1/8", 1-3/16", 1-1/4", 1-5/16", 1-3/8", 1-7/16" & 1-1/2". Points: 6 Sockets. Case: Blow molded Plastic Case Or Metal Tray. | 3 | | |

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| 134 | 1/2" METERIC IMPACT SOCKET SET REGULAR DEPTH - Pieces: 26 Material: Impact Steel. Sizes: 10mm, 11mm, 12mm, 13mm, 14mm, 15mm, 16mm, 17mm, 18mm, 19mm, 20mm, 21mm, 22mm, 23mm, 24mm, 25mm, 26mm, 27mm, 28mm, 29mm, 30mm, 31mm, 32mm, 33mm, 34mm, 35mm & 36mm. Points: 6 Sockets. Case: Blow Molded Plastic Case Or Metal Tray. | 3 | | |
| 135 | 1/2" STANDARD IMPACT DEEP WELL SOCKET SET - Pieces: 19 Material: Impact Steel. Sizes: 3/8", 7/16", 1/2", 9/16", 5/8", 11/16", 3/4", 13/16", 7/8", 15/16", 1", 1-1/16", 1-1/8", 1-3/16", 1-1/4", 1-5/16", 1-3/8", 1-7/16" & 1-1/2". Points: 6 Sockets. Case: Blow molded Plastic Case Or Metal Tray. | 3 | | |
| 136 | 1/2" METERIC IMPACT DEEP WELL SOCKET SET - Pieces: 26 Material: Impact Steel. Sizes: 10mm, 11mm, 12mm, 13mm, 14mm, 15mm, 16mm, 17mm, 18mm, 19mm, 20mm, 21mm, 22mm, 23mm, 24mm, 25mm, 26mm, 27mm, 28mm, 29mm, 30mm, 31mm, 32mm, 33mm, 34mm, 35mm & 36mm. Points: 6 Sockets. Case: Blow Molded Plastic Case Or Metal Tray. | 3 | | |
| 137 | 1/2" STANDARD CHROME SOCKET SET REGULAR DEPTH - Pieces: 19 Material: Polished Chrome Hardened Steel. Sizes: 3/8", 7/16", 1/2", 9/16", 5/8", 11/16", 3/4", 13/16", 7/8", 15/16", 1", 1-1/16", 1-1/8", 1-3/16", 1-1/4", 1-5/16", 1-3/8", 1-7/16" & 1-1/2". Points: 6 Sockets. Case: Blow molded Plastic Case Or Metal Tray. | 3 | | |
| 138 | 1/2" METERIC CHROME SOCKET SET REGULAR DEPTH - Pieces: 26 Material: Impact Steel. Sizes: 10mm, 11mm, 12mm, 13mm, 14mm, 15mm, 16mm, 17mm, 18mm, 19mm, 20mm, 21mm, 22mm, 23mm, 24mm, 25mm, 26mm, 27mm, 28mm, 29mm, 30mm, 31mm, 32mm, 33mm, 34mm, 35mm & 36mm. Points: 6 Sockets. Case: Blow Molded Plastic Case Or Metal Tray. | 3 | | |
| 139 | 1/2" STANDARD CHROME DEEP WELL SOCKET SET - Pieces: 19 Material: Polished Chrome Hardened Steel. Sizes: 3/8", 7/16", 1/2", 9/16", 5/8", 11/16", 3/4", 13/16", 7/8", 15/16", 1", 1-1/16", 1-1/8", 1-3/16", 1-1/4", 1-5/16", 1-3/8", 1-7/16" & 1-1/2". Points: 6 Sockets. Case: Blow molded Plastic Case Or Metal Tray. | 3 | | |
| 140 | 1/2" METERIC CHROME DEEP WELL SOCKET SET - Pieces: 26 Material: Impact Steel. Sizes: 10mm, 11mm, 12mm, 13mm, 14mm, 15mm, 16mm, 17mm, 18mm, 19mm, 20mm, 21mm, 22mm, 23mm, 24mm, 25mm, 26mm, 27mm, 28mm, 29mm, 30mm, 31mm, 32mm, 33mm, 34mm, 35mm & 36mm. Points: 6 Sockets. Case: Blow Molded Plastic Case Or Metal Tray. | 3 | | |
| 141 | 1/4" EXTENSION SET - Pieces: 5. Material: Polished Chrome Hardened Steel. 1- 2" Long Extension. 1- 3" Long Extension. 1- 6" Long Extension. 1- 10" Long Extension. & 1- 14" Long Extension. Drive: 1/2". Case: Blow Molded Case, Plastic Tray Or Metal Tray. | 6 | | |
| 142 | 3/8" EXTENSION SET - Pieces: 4. Material: Polished Chrome Hardened Steel. 1- 1-1/2" Long Extension. 1- 3" Long Extension. 1- 6" Long Extension. 1- 12" Long Extension. Drive: 3/8". Case: Blow Molded Case, Plastic Tray Or Metal Tray. | 6 | | |
| 143 | 1/2" EXTENSION SET - Pieces: 3. Material: Polished Chrome Hardened Steel. Drive: 1/2". 1- 3" Long Extension. 1- 6" Long Extension. 1- 10" Long Extension. Case: Blow Molded Plastic Case , Plastic Tray Or Metal Tray. | 6 | | |
| 144 | 1/4" RATCHET - Pieces: 1. Material: Polished Chrome Hardened Steel. Drive: 1/4". Push Button Release: yes. Length: 5" To 7". Head: Tear Drop. | 3 | | |
| 145 | 1/4" LONG HANDLE RATCHET - Pieces: 1. Material: Polished Chrome Hardened Steel. Drive: 1/4". Push Button Release: yes. Head: Tear Drop. Length: 7" To 9". | 3 | | |
| 146 | 1/4" FLEX HEAD RATCHET - Pieces; 1. Material: Polished Chrome Hardened Steel. Drive: 1/4". Push Button Release: Yes. Head: Tear Drop Flex. Length: 6" To 9". | 3 | | |

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| 147 | 3/8" RATCHET - Pieces: 1. Material: Polished Chrome Hardened Steel. Drive: 3/8". Head: Tear Drop. Push Button Release: Yes. Length: 6" To 8". | 3 | | |
| 148 | 3/8" LONG HANDLE RATCHET - Pieces: 1. Material: Polished Chrome Hardened Steel. Drive: 3/8". Head: Tear Drop. Push Button Release: Yes. Length: 9" To 16". | 3 | | |
| 149 | 3/8" FLEX HEAD RATCHET - Pieces: 1. Material: Polished Chrome Hardened Steel. Drive: 3/8". Head: Tear Drop. Push Button Release: Yes. Length: 9" To 16". | 3 | | |
| 150 | 1/2" RATCHET - Pieces: 1. Material: Polished Chrome Hardened Steel. Drive: 1/2". Head: Tear Drop. Push Button Release: Yes. Length: 6" To 10". | 3 | | |
| 151 | 1/2" LONG HANDLE RATCHET - Pieces: 1. Material: Polished Chrome Hardened Steel. Drive: 1/2". Head: Tear Drop. Push Button Release: Yes. Length: 10" To 18". | 3 | | |
| 152 | 1/2" FLEX HEAD RATCHET - Pieces: 1. Material: Polished Chrome Hardened Steel. Drive: 1/2". Head: Tear Drop Flex. Push Button Release: Yes. Length: 10" To 18". | 3 | | |
| 153 | 1/2" UNIVERSAL IMPACT SWIVEL SOCKET - Pieces: 1. Material: Impact Hardened Steel. Drive: 1/2" to 1/2". Type: Swivel. | 3 | | |
| 154 | 3/4" STANDARD IMPACT SOCKET SET - Pieces: 29. Material: Impact Hardened Steel. Drive: 3/4". Case: Blow Molded Plastic Case Or Metal Tray. Sizes: 3/4", 13/16", 7/8", 15/16", 1", 1-1/16", 1-1/8", 1-3/16", 1-1/4", 1-5/16", 1-3/8", 1-7/16", 1-1/2", 1-9/16", 1-5/8", 1-11/16", 1-3/4", 1-13/16", 1-7/8", 1-15/16", 2", 2-1/16", 2-1/8", 2-3/16", 2-1/4", 2-5/16, 2-3/8", 2-7/16", & 2-1/2". | 1 | | |
| 155 | 3/4" METRIC IMPACT SOCKET SET - Pieces: 26. Material: Impact Hardened Steel. Sizes: 19mm, 20mm, 21mm, 22mm, 23mm, 24mm, 25mm, 26mm, 27mm, 28mm, 29mm, 30mm, 31mm, 32mm, 33mm, 34mm, 35mm, 36mm, 37mm, 38mm, 40mm, 41mm, 42mm, 43mm, 44mm, 46mm, & 50mm. Drive: 3/4". Case: Blow Molded Plastic Case Or Metal Tray. | 1 | | |
| 156 | 3/4" STANDARD IMPACT DEEP WELL SOCKET SET - Pieces: 29. Material: Impact Hardened Steel. Drive: 3/4". Case: Blow Molded Plastic Case Or Metal Tray. Sizes: 3/4", 13/16", 7/8", 15/16", 1", 1-1/16", 1-1/8", 1-3/16", 1-1/4", 1-5/16", 1-3/8", 1-7/16", 1-1/2", 1-9/16", 1-5/8", 1-11/16", 1-3/4", 1-13/16", 1-7/8", 1-15/16", 2", 2-1/16", 2-1/8", 2-3/16", 2-1/4", 2-5/16, 2-3/8", 2-7/16", & 2-1/2". | 1 | | |
| 157 | 3/4" METRIC IMPACT DEEP WELL SOCKET SET - Pieces: 26. Material: Impact Hardened Steel. Sizes: 19mm, 20mm, 21mm, 22mm, 23mm, 24mm, 25mm, 26mm, 27mm, 28mm, 29mm, 30mm, 31mm, 32mm, 33mm, 34mm, 35mm, 36mm, 37mm, 38mm, 40mm, 41mm, 42mm, 43mm, 44mm, 46mm, & 50mm. Drive: 3/4". Case: Blow Molded Plastic Case Or Metal Tray. | 1 | | |
| 158 | MECHANIC TOOLBOX 1 - Color: Black. Number Of Drawers: 21. Drawer Slides: Roller Bearings. Paint Type: High Gloss Powder Coated. Shell: 20 ga. Steel. Drawer Inners & Drawer Fronts Are 20 ga. Steel. Caster Channels Are 14 ga. Steel. Aluminum Corner Trim. Tubular Chrome Plated Side Handle On Cabinet. Coded Tubular Lock & Keys. Ball Bearing Drawer Slides W/ Load Rating Of 100 lbs. Per Set. 5"x2" Casters Rated At 600 lb. Capacity Each (4-Swivel W/ Brakes & 2-Rigid). Must Come With Foam Drawer Liners. 2 Gas Springs In Chest Lid. Full Width Wrap Around Aluminum Drawer Pulls. Width: 56". Depth: 20". Height: 63". | 1 | | |
| 159 | MECHANIC TOOLBOX 2 - Color: Blue. Number Of Drawers: 21. Drawer Slides: Roller Bearings. Paint Type: High Gloss Powder Coated. Shell: 20 ga. Steel. Drawer Inners & Drawer Fronts Are 20 ga. Steel. Caster Channels Are 14 ga. Steel. Aluminum Corner Trim. Tubular Chrome Plated Side Handle On Cabinet. Coded Tubular Lock & Keys. Ball Bearing Drawer Slides W/ Load Rating Of 100 lbs. Per Set. 5"x2" Casters Rated At 600 lb. Capacity Each (4-Swivel W/ Brakes & 2-Rigid). Must Come With Foam Drawer Liners. | 1 | | |

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| | 2 Gas Springs In Chest Lid. Full Width Wrap Around Aluminum Drawer Pulls. Width: 56". Depth: 20". Height: 63". | | |
| 160 | MECHANIC TOOLBOX 3 - Color: Red Or Lime Green. Number Of Drawers: 21. Drawer Slides: Roller Bearings. Paint Type: High Gloss Powder Coated. Shell: 20 ga. Steel. Drawer Inners & Drawer Fronts Are 20 ga. Steel. Caster Channels Are 14 ga. Steel. Aluminum Corner Trim. Tubular Chrome Plated Side Handle On Cabinet. Coded Tubular Lock & Keys. Ball Bearing Drawer Slides W/ Load Rating Of 100lbs. Per Set. 5"x2" Casters Rated At 600 lb. Capacity Each (4-Swivel W/ Brakes & 2-Rigid). Must Come With Foam Drawer Liners. 2 Gas Springs In Chest Lid. Full Width Wrap Around Aluminum Drawer Pulls. Width: 56". Depth: 20". Height: 63". | 1 | |
| 161 | HEAVY DUTY JUMPER CABLES - Gauge Wire: At Least 2awg. Length: 25' To 30'. Heavy Duty Hand Clamp Rated At Least 500amp. Amp Rating At Least 500amps. | 2 | |
| | HEAVY DUTY ENGRAVER - Adjustable Depth: Yes. Adjustable Speed: Yes. Flex Grip: Yes. Corded: Yes. Voltage: 120v. Replaceable Tip: Yes. Tip: Diamond Or Equal To. | 3 | |
| 167 | ASSORTMENT OF ELECTRICAL CONNECTORS - Pieces: 480. 80pcs 22-18 ga. Heat Shrink Rings #10, 1/4", 5/16" & 3/8" , 20 ea. 20pcs 22-18 ga. Heat Shrink Butts Connectors . 40pcs 22-18 ga. 250 Male And Female Quick Disconnects , 20 ea. 20pcs 22-18 ga. Spade Terminals "Forks" For Stud Size #10 Blue. 80pcs 16-14 ga. Heat Shrink Rings #10, 1/4", 5/16" & 3/8" , 20 ea. 20pcs 16-14 ga. Heat Shrink Butts Connectors . 40pcs 16-14 ga. 250 Male And Female Quick Disconnects , 20 ea. 20pcs 16-14 ga. Spade Terminals "Forks" For Stud Size #10 Yellow. 80pcs 12-10 ga. Heat Shrink Rings #10, 1/4", 5/16" & 3/8" , 20 ea. . 20pcs 12-10 ga. Heat Shrink Butts Connectors . 40pcs 12-10 ga. 250 Male And Female Quick Disconnects , 20 ea. . 20pcs 12-10 ga. Spade Terminals "Forks" For Stud Size #10 | 1 | |