Transit Bus Inspection Services

Request for Proposals #G046

Issued by:

Golden Empire Transit District
1830 Golden State Ave
Bakersfield, CA 93301

Proposals must be submitted
No later than 1:00 PM
April 11, 2012

LATE PROPOSALS WILL BE REJECTED
There will not be a public opening for this RFP

For further information regarding this
RFP contact Susan Eagle
Via Email: seagle@getbus.org 661-324-9874 or on the
Golden Empire Transit District website – www.getbus.org

Issued:  March 5, 2012
NOTICE IS HEREBY GIVEN that sealed proposals are invited by the Golden Empire Transit District, a public transit district, for providing Transit Bus Inspection Services, all in strict conformance with Contract Documents and Specifications there for, entitled “Transit Bus Inspection Services” being on file in the offices of the Golden Empire Transit District at 1830 Golden State Avenue, Bakersfield, California.

Each proposal must be contained in a sealed envelope stating “Transit Bus Inspection Services - RFP, Attention: Susan Eagle – Purchasing Agent” and filed at the offices of the Golden Empire Transit District, 1830 Golden State Avenue, Bakersfield, California, 93301-1012 at or before 1:00 PM, April 11, 2012.

Copies of the Contract Documents and Specifications may be obtained at the office of the Purchasing Agent, Susan Eagle, of the Golden Empire Transit District at 1830 Golden State Avenue, Bakersfield, California or on the Golden Empire Transit District Website- www.getbus.org. Each proposal shall be submitted on a form prepared by the Golden Empire Transit District. No proposal may be withdrawn for a period of one hundred and twenty (120) days after opening. The District will not reimburse the bidders for cost incurred in the preparation of their proposals.

The successful bidder shall possess all applicable and valid license(s) at the time the contract is awarded. The Contract to be entered into pursuant to this Request for Proposals is subject to a financial assistance contract between the District and the United States Department of Transportation, and or the Federal Transit Administration. If for any reason the aforementioned financial assistance is withdrawn, then the District may withdraw this “Request for Proposals” and / or terminate any Contract entered into in accordance with these Contract Documents and Specifications.

All bidders are required to read and completely familiarize themselves with the terms and conditions of the project’s Contract Documents and Specifications, and to submit all necessary paperwork required of the bidder as specified in “Part I Commercial Terms and Conditions and Part II General Terms and Conditions”.

The District reserves the right to postpone proposal opening, accept or reject any and all bids and to waive any informality in any proposal, all as the District deems to being in its own best interests and subject to the rules and regulations issued by the Federal Transit Administration of the United States Department of Transportation.
1. District Background:
Golden Empire Transit District was formed in 1973 and provides public transportation for Bakersfield, California. The District is the primary public transportation provider for the Bakersfield urbanized area. The District’s boundary includes all of the area within the Bakersfield City limits as well as adjacent incorporated areas; totaling 160 square miles. The District operates 18 fixed routes and 1 express route and offers dial-a-ride services for ADA-eligible persons. The District operates 7 days a week and has dedicated compressed natural gas bus fleet of (84) vehicles.

2. General:
The successful proposer shall be selected to conduct transit bus line inspection and secondary in plant quality assurance services. The overall goal for these services is to ensure that each of the vehicles being procured is manufactured in compliance with 49 CFR Part 663, “Pre-Award and Post-Delivery Audits of Rolling Stock Purchases” regulations; comply fully with the specifications of the order; and that each vehicle is free from defects.

3. Term of Contract:
Golden Empire Transit District has (12) 40 foot low floor compressed natural gas buses ordered with New Flyer of America Inc. New Flyer’s production schedule is shown in Appendix A. To discover and resolve production line issues prior to commencement of production on other buses, New Flyer is planning to produce the bus order April 30, 2012 ending the week of June 11, 2012 in St Cloud, MN.

4. Requirement Overview:
The purpose of this contract is to establish Buy America audit and manufacturing inspection services for Golden Empire Transit District’s vehicle procurement. Per these specifications, the Contractor shall perform necessary, thorough inspections of the vehicles, product quality assurance, as well as provides audits and certifications required for FTA Buy America regulations pertaining to rolling stock purchases. Golden Empire Transit District considers the contractor’s ability to plan, communicate and execute this service as a critical element during the transit vehicle procurements. The contractor shall provide the minimum of the following services under this contract:

   a. All required FTA audits and documentation pertaining to transit vehicle purchases.
   b. Technical Configuration Certification and Reports.
   c. Vehicle Manufacturing Production Quality Assurance and Reports.
   d. Pre-Delivery Inspection and Testing Reports.
   e. Conditional Acceptance Testing at the Manufacturer’s Plant and Reports.

5. Golden Empire Transit District Responsibilities:
Golden Empire Transit District will furnish specification and contract information for the vehicle purchases. Golden Empire Transit District will communicate information in as an efficient and effective way possible. Golden Empire Transit District’s Maintenance Department will be responsible for the direction, review and approval of all service and
reports completed under this contract, as well as program administration for contract compliance, interpretation of scope, schedule and budget. While Golden Empire Transit District’s Maintenance Department will be the primary agency interface with the contractor, other departments within the District will be involved as well.

6. Contractor Responsibilities:
The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, specifications, and other services furnished by the contractor under this contract. The contractor shall, without compensation, correct or revise any errors or deficiencies in its designs, drawings, reports and other services. The Contractor shall not jeopardize or add risk to Golden Empire Transit District’s procurement during the performance of this service including contributing to the late delivery of the vehicles. Golden Empire Transit District reserves the right to file claims for any damages.

7. Contractor Personnel:
It is the Contractor responsibility to perform quality service under this contract. The Contractors personnel shall possess thorough knowledge, expertise, skills and experience in the following minimum subject matter: public transit, quality assurance techniques, quality control techniques, quality management planning, Buy America provisions, FTA vehicle purchase regulations, factory and field product inspection and acceptance testing, auditing and project management.

Golden Empire Transit District reserves the right to disapprove any Contractor’s staff assigned to the perform work under this contract, and/or Contractor’s proposed changes in staff. Golden Empire Transit District will not reimburse the Contractor for additional expenses for staff changes requested by Golden Empire Transit District under this contract. Such disapproval will require removal or reassignment of the staff found unacceptable by Golden Empire Transit District for good cause. Good cause includes, but not limited to, any conflict of interest or lack of performance, real or apparent. This right extends to subcontractors used under this contract.

8. Buy America Audit:
The Contractor shall perform all Buy America audits. Minimum elements of the Pre-award audit shall include:

- Buy American Certification through an audit, prepared by someone other than the manufacturer, of the documentation provided by the manufacturer which lists:
  - All components and subcomponents identified by the manufacture of the parts, their country of origin, and cost.
  - The location of final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
  - Purchaser’s vehicle specification requirements certified by an audit that determines:
- The rolling stock contracted for is the same product described in the Golden Empire Transit District’s specification.
- The proposed vehicle manufacturer is a responsible manufacturer capable of producing the required vehicles.
- A copy of the manufacturer’s Federal Motor Vehicle Safety certificate.

Reports shall be submitted to Golden Empire Transit District in the following manner:
Two (2) hard copies of reports shall be submitted. Reports shall contain a minimum of the following:

- **Introduction:** shall contain Buy America background and discussion of requirements, including any recent changes.
- **Signature Pages:** auditor’s certification, inspector’s certification, purchaser’s Buy America certification, Purchaser’s FMVSS certification.
- **Methodology:** shall contain discussion of how the audit was conducted.
- **Certification:** shall contain any necessary discussion about the vehicle and its compliance details, including a table of major components and subcomponents with compliance percentages.
- **Inspection:** shall contain a discussion of all visual inspections to be performed during the production, contain any inspector’s notes or planning.
- **Manufacturer /Supplier Buy America certification with complete vehicle parts listing and compliance percentages.**
- **Final Assembly:** discussion and cost of final assembly process.
- **FMVSS:** manufacturer approvals and certifications.

**Post Delivery Buy America Audit:**

Post Delivery Buy America audits are completed prior to title of rolling stock being transferred from the vehicle manufacturer to Golden Empire Transit District. Minimum elements of Post Delivery audits shall include:

- Buy America Certification auditor’s report prepared by someone other than the manufacturer consisting of the following elements:
- All final components and subcomponents identified by the manufacturer of the parts, their country of origin, and cost.
- The actual location of final assembly point for rolling stock, including a description of the activities that took place at the final assembly point and the cost of final assembly.
- Purchaser’s Vehicle Specification Certification audit includes:
- Provide accurate records of all vehicle construction activities.
- Address how the construction and operation of the vehicle fulfills the contract specifications.
- Visually inspect and road test the delivered vehicles.
- A copy of the manufacturer’s Federal Motor Vehicle Safety Certificate.
Reports shall be submitted to Golden Empire Transit District in the following manner:
Two (2) hard copies of reports shall be submitted. Reports shall contain a minimum of the following:

- **Introduction**: shall contain Buy America background and discussion of requirements, including any recent changes and discussion relating to comparison with the Pre-Award audit.
- **Signature Pages**: auditor’s certification, inspector’s certification, purchaser’s Buy America certification, Purchaser’s FMVSS certification, manufacturer’s FMVSS approvals and certifications.
- **Methodology**: shall contain discussion of how the audit was conducted.
- **Certification**: shall contain any necessary discussion about the vehicle and its compliance details, including a table of major components and subcomponents with compliance percentages.
- **Inspection**: shall contain a discussion of all visual inspections during the production; contain any inspector’s notes, emails and any issues discovered during production.
- **Final Assembly**: discussion and cost of final assembly process and a final configuration audit with regards to purchaser specifications.

9. **Other Required Reporting:**
Detailed Vehicle Inspection Report: These records shall be completed for each vehicle. The report shall contain the suggested FTA inspection form, inspector’s notes, and photographs of problem areas and confirmation of problem fixes, in-plant QC/QA forms. These records shall be based upon on-site, constant monitoring of vehicles during the production by independent, qualified, experienced inspectors.

Weekly Status Report: This verbal and email report is made on a weekly basis and shall include progress of each vehicle in the production cycle. It shall include any concerns or problems identified as well as any corrective actions.

Monthly Status Report: Written monthly reports shall include the following information:

- **Status of order.**
- **Summation of the daily inspector’s production reports for the month.**
- **Individual vehicle status.**
- **Any pre-delivery inspection and testing reports.**
- **Manufacturer’s production process quality assurance reports, as available.**
- **Technical specification configuration certification reports.**
10. **Production and Quality Assurance Inspection:**

The Contractor is free to propose additions or alterations to the activities required by Golden Empire Transit District in order to provide excellent inspection and quality assurance services during the vehicle production.

The Contractor may need to provide engineering expertise during the construction phase of the regular production runs to evaluate the manufacturer’s engineering changes and requested emergency use of non-conforming components and materials.

The Contractor shall be responsible for acceptance testing and inspection of vehicles prior to delivery to Golden Empire Transit District. Written documentation of the performance testing shall be submitted to Golden Empire Transit District. Any concerns, issues or failures shall be documented as well as the correction made by the vehicle manufacturer.

11. **Vehicle Inspection and Quality Assurance Inspection:**

Golden Empire Transit District has listed the following vehicle production elements as critical, and requires the Contractor to ensure coverage during the critical elements during production. Golden Empire Transit District reserves the right to make changes to the list at any time.

- Monitor and evaluate critical buildup of components, including sidewalls, floor and roof structures.
- Visually verify joining of sidewall, roof and floor structures.
- Visually verify proper assembly and attachment of all body components.
- Visually identify and verify repair of any air and/or fluid leaks.
- Evaluate routing and dressing of lines, hoses, and wiring including their protection from abrasion, sharp edges and the installation of supports.
- Verify uniformity of components, installation and alignment of components.
- Verify critical adjustment of steering, steering column, and tile mechanism, slack adjusters, door operations, fan shroud clearances and belt tensions.
- Visually inspect alignment of access doors and hinges, floor covering, interior and exterior panels and moldings.
- Inspect proper thickness, type and adhesion of primers, paints and all coatings.
- Visually verify proper alignment and installation of engine mounting, suspension members and axle mountings.
- Inspect and ensure proper function of all installed systems and subsystems.
12. Ownership:
All work performance and services by the Contractor under this agreement shall be the property of Golden Empire Transit District. All reports, drawings, specifications, photographs and electronic data developed by the Contractor shall be surrendered to Golden Empire Transit District at the conclusion of this contract or upon request. The Consultant expressly waives all copyright privileges to such information, and Golden Empire Transit District may use or modify same without any additional payment to the consultant. Any reuse of work prepared by the consultant shall solely at Golden Empire transit’s risk with no liability to the consultant. All drawings shall be prepared on a current AutoCAD release. Any data used in, or developed as a result of, this contract shall be revealed to no one except Golden Empire Transit District without the expressed consent of Golden Empire Transit District.

13. Options:
Golden Empire Transit District requests from each proposer a quote for each additional day of eight hours of inspection coverage in the event of production slippage. Proposals shall be submitted in a schedule describing each job classification and its associated hourly rate. Key personnel shall also be identified under each classification. Hourly rates shall include all expenses for the performance of the service. However, hourly rates shall not contain any travel or related expenses.

14. Evaluation of Quotes:
Based on the analysis of the documentation submitted, Golden Empire Transit District will evaluate the following elements of the technical proposal which are listed as follows:

- General Understanding
- Technical Approach
- Experience of Contractor and Staff
- Staff Qualifications
- Project Staffing
- Recent Similar Project References
- Price

Price shall be evaluated on its overall relationship to being most advantageous and favorable for Golden Empire Transit District. Pricing is based on a fee per a bus with provision for days in the event of production schedule slippage.

15. Travel and Related Expenses:
The Contractor shall provide a signed acknowledge that travel and related expenses will be reimbursed at the rates established on published federal schedules. These costs shall be itemized and may require justification statements. Schedules can be found at the U.S. General Services Administration website: www.gsa.gov
BID FORM

To: Golden Empire Transit District

Pursuant to and in compliance with your Request for Proposals, calling for bids and related documents, the undersigned bidder, having familiarized himself with the terms and conditions of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done and the drawings and specifications and other contract documents, proposes and agrees to perform the contract within the time stipulated; including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with this proposal and all in strict conformity with the drawings and specifications and other contract documents, including addenda number _______.

The bidder has carefully examined the plans and specifications for this project prepared and furnished by Golden Empire Transit District and acknowledge their sufficiency.

It is understood and agreed that the work under the contract shall commence by the bidder, if awarded the contract, on the date to be stated in Golden Empire Transit District’s “Notice to Proceed.”

I, the bidder identified below, declare under penalty of perjury, that the information provided and representations made in this bid are true and correct and that this declaration was executed on:

________________________ day of _________________________________, 2012

NAME OF BIDDER: ___________________________________________

CONTRACTORS STATE CONTRACTORS LICENSE(S) _____________________

CORPORATE OR COMPANY NAME: ______________ ______________________

ADDRESS: ___________________________________________________

_________________________________________________________________

TELEPHONE: ______________________ FAX: ______________________

SIGNATURE: ___________________________ DATE: ______________
Bid Form

Price per a Bus

Total Price (12) Buses

Hourly Rate*

Weekly Price*

* Applies in event services are required due to Manufacturer production taking longer than scheduled.
PART I

COMMERCIAL TERMS AND CONDITIONS
(Equipment, Materials and Services)

Proposals are requested for the Scope of Work enclosed.

1. CONTRACT DOCUMENTS

   a. All terms and conditions included in this solicitation will be incorporated into any resultant contract.

   b. It is the intent of the District to award a firm fixed price contract for this procurement.

   c. The District is exempt from Federal Excise and Transportation Taxes. The District will furnish necessary exemption certificate upon request. Any sales tax, use tax, imposts, revenues, excise or other taxes, which are now or which may hereafter be imposed by Congress, by a state or any political subdivision hereof and applicable to the sale or the material delivered as a result of bidder's proposal and which, by the terms of the tax law, must be passed directly to GET and will be paid by GET.

2. FORM OF BIDS

   Bids shall be submitted only on the Bid Form, furnished to contractors. Bids submitted on any other form will be considered non-responsive and WILL BE REJECTED. The only acceptable method of modifying a bid is by letter, if it is received by the person assigned to open bids prior to the time set for opening of bids.

3. RECEIPT OF BIDS

   a. Sealed bids, an original and two (2) copies will be received by:

      Golden Empire Transit District
      1830 Golden State Avenue
      Bakersfield, CA 93301

      The bid opening will occur at the time and date specified in the announcement.

   b. The District reserves the right to postpone bid opening for its own convenience, to reject any or all bids, and to cancel the requirements at any time prior to bid opening and return all bids unopened.
4. DISCREPANCIES

If a Contractor becomes aware of any discrepancy, ambiguity, error or omission, it shall be reported immediately to the District Staff, who will determine the necessity for clarification.

5. APPEAL PROCEDURES

Requests for approved equals, clarifications of specifications, and protest of specifications must be received by the District in writing 10 work days before bid opening. Requests must be addressed as listed in Item 3 and be clearly marked on the outside of the envelope: "NOT A BID". Any request for an approved equal or protest of the specifications must be fully supported with technical data, test results, or other pertinent information as evident that the substitute offered is equal to or better than the specification requirements. The burden of proof as to the equality, substitutability, and the compatibility of proposed alternates or equals shall be upon the Contractor, who shall furnish all necessary information at no cost to the District. The District shall be the sole judge as to the quality, substitutability and compatibility of the proposed alternates or equals.

6. ADDENDA

a. Clarification or any other notice of a change in the Bidding Documents will be issued only by the District Manager and only in the form of written addenda mailed or otherwise delivered to the address of record of each Contractor. Each addendum will be numbered and dated. Under extreme circumstances, an addendum may be in the form of a telegraph. Oral statements or any instructions in any form, other than addenda as described above, shall have no consideration.

b. Each addenda received during the bidding shall be acknowledged in the designated space on the Bid Form with the information therein requested. If none are received, the words "no addenda received" shall be written in the said space.

7. RECEIVING BIDS

Bids received will be kept unopened until the time fixed for the bid opening. The person whose duty it is to open the bids will determine when the time stated above has arrived and no bid received thereafter will be considered.
8. WITHDRAWAL OF BIDS

Bids may be withdrawn only by signature of Contractor, provided the request is received by the person whose duty it is to open bids prior to the time fixed for bid opening. Each bid opened will be considered to be a valid offer, and may not be withdrawn for a period of one hundred twenty (120) calendar days following opening of bids, unless the Contractor is given written notice that the bid is unacceptable.

9. EVALUATION OF BIDS

Bids will be evaluated as stated in the Scope of Work.

10. AWARD OR REJECTION OF BID

a. Award will be made to the lowest responsive and responsible Contractor or Contractors whose bid meets the minimum requirements and conditions set forth in the technical specifications/Scope of Work.

b. Discount for prompt payment of less than fifteen (15) days offered by the Contractor will not be used in the evaluation or award process.

c. The District reserves the right to REJECT ANY OR ALL bids or any item or part thereof, or to waive any informality in bids when it is in the best interest of the District to do so.

d. The District also reserves the right to award its total requirements to one Contractor or to apportion those requirements among several Contractors, as the District may deem it to be in its best interest.

11. PRE-CONTRACTUAL EXPENSES

Bidders are responsible for all pre-contractual expenses. Pre-contractual expenses are defined as expenses incurred by the Bidder in 1) preparing the bid in response to this invitation; 2) submitting that bid to the District; 3) negotiating with the District any matter related to this bid; or 4) any other expenses incurred by Bidder prior to date of award.
12. PAYMENT

a. Payment Schedule and Invoicing

1. Payment for equipment, material, and services shall be made 30 days after receipt of invoice.

   a. Proper and complete billing (including support) is received by District.

   b. Acceptance by the District of the equipment, materials and/or services in accordance with the Scope of Work.

   c. Contractual agreements set forth between the District and the Contractor.

Prime Contractor and Subcontractor Payments (if applicable)

Prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from receipt of each payment the prime contractor receives from the District. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor’s 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 District.

13. DELAYS

a. Unavoidable Delays

If services under the contract should be unavoidably delayed, the District's CEO shall extend the time for completion of the contract for the determined number of days of excusable delay. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during the Contractor's performance, and was not caused directly or substantially by acts, omissions, negligence or mistakes of the Contractor, the Contractor's subs, or their agents, and was substantial and in fact caused the Contractor to miss delivery dates, and could not adequately have been guarded against by contractual or legal means. Delays beyond control of the District or caused by the District will be sufficient justification for delay of services and Contractor will be allowed a day for day extension.
b. Notification of Delays

The Contractor shall notify the Maintenance Manager as soon as the Contractor has, or should have, knowledge that an event has occurred which will delay delivery or installation. Within five (5) calendar days, the Contractor shall confirm such notice in writing, furnishing as much detail as available.

c. Request for Extension

The Contractor agrees to supply, as soon as such data are available, any reasonable proofs that are required by the District's CEO to make a decision on any request for extension. The District's CEO shall examine the request and any documents supplied by the Contractor and shall determine if the Contractor is entitled to an extension and the duration of such extension. The District's CEO shall notify the Contractor of his decision in writing. It is expressly understood and agreed that the Contractor shall not be entitled to damages or compensation and shall not be reimbursed for losses on account of delays resulting from any cause under this provision.

14. INSURANCE

a. During the performance hereunder and at Contractor's sole expense, Contractor shall procure and maintain the following insurance and shall not of its own initiative cause such insurance to be cancelled or materially changed during the course of herein contract for bid.

1. Workers' Compensation Insurance with the limits established and required by the State of California;

2. Employers' Liability Insurance with the limits set forth below;

3. Comprehensive General Liability, Product/Completed Operations Liability, Contractual Liability, Independent Contractors Liability, and Automobile Insurance with at least the following limits of liability:

   a. Primary Bodily Injury Liability limits of $1,000,000 per occurrence;

   b. Primary Property Damage Liability limits of $1,000,000 per occurrence.
b. Prior to the District's issuance of a contract, the Contractor must furnish to the District a **Certificate of Insurance** which shall certify the Contractor's insurance policy adequately covers the above listed requirements. Documents may be delivered or mailed to said office. Language on the certificate shall confirm the following:

1. The District is designated as an additional insured on the Comprehensive Liability and Automobile Liability Insurance described hereinabove.

2. The coverage shall be primary as to any other insurance with respect to performance hereunder.

3. Thirty (30) day’s written notice of cancellation or material change to District.

15. LIQUIDATED DAMAGES

The District and bidder recognize that liquidated damages requirements are appropriate if parties to a contract may reasonably expect to incur damages in the form of increase costs resulting from the late completion of the contract. Therefore, the District will impose a charge of **$100.00** per day, each day after scheduled completion date.
Part II

General Terms and Conditions

1. PROHIBITED INTERESTS

a. Prohibited Interest

The parties hereto covenant and agree that, to their knowledge, no board member, officer, or employee of the District, during his tenure or for one (1) year thereafter has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the contracting party other than the District, and that, if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of all such information will be made in writing to the other parties, even if such interest would not be considered a conflict of interest under Article 4 of Chapter 1 of Division 4 of Title 1 (commencing with Section 1090) or Division 4.5 of Title 1 (commencing with Section 3600) of the Government Code of the State of California.

b. Interest of Members of or Delegates to Congress

No member of or delegate to the Congress of the United States shall be admitted to any share of or part of this contract or to any benefit arising therefrom.

2. DRUG AND ALCOHOL TESTING

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 655, produce any documentation necessary to establish its compliance with Parts 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or the Golden Empire Transit District, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 655 and review the testing process. The contractor agrees further to certify annually its compliance with Part 655 before September 30th and to submit the Management Information System (MIS) reports before January 31st to the District’s Executive Assistant. To certify compliance the contractor shall use the Substance Abuse Certifications in the Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements which is published annually in the Federal Register.
3. SCHOOL BUS REQUIREMENTS

Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

4. CHARTER BUS REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR part 604, which provides that recipients and subrecipients for FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be incidental, i.e., it must not interfere with or detract from the provision of mass transportation.

5. ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act.

6. CLEAN WATER

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, As amended, 33 U.S.C. 1251 et seq. The contractor agrees to report each violation to the purchaser and understands and agrees that the purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA regional office. The contractor also agrees to include these requirements in each subcontract exceeding $100,000.00 financed in whole or in part with Federal assistance provided by FTA.

7. ACCESS TO RECORDS

The following access to records requirements apply to this Contract:
A. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325 (a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302 (a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller
General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

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

C. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General or any duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(I)(11).

8. FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations. Policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA(2) dated October, 1995) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this contract.

9. CLEAN AIR

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. The contractor agrees to report each violation to the purchaser and understands and agrees that the purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA regional office.

The contractor also agrees to include there requirements in each subcontract exceeding $100,000.00 financed in whole or in part with Federal assistance provided by FTA.

10. RECYCLED PRODUCTS

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 by 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.
11. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

A. Overtime Requirements

No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.

B. Violation; Liability for Unpaid Wages; Liquidated Damages

In the event of any violation of the requirements of 29 C.F.R., 5.5(b)(1), the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of 29 C.F.R., 5.5(b)(1) in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by 29 C.F.R., 5.5(b)(1).

C. Withholding for Unpaid Wages and Liquidated Damages

The District shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

D. Subcontracts

The Contractor or subcontractor shall insert in any subcontract the clauses set forth in this section and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The Prime contractor shall be
responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Payroll and Basic Records

Payroll and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each worker, his or her correct classification, hourly rates or wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described I section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records financially responsible, and the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

12. GOVERNMENT OBLIGATION TO THIRD PARTIES

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

B. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
13. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition, to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

14. TERMINATION OF CONTRACT

a. Termination for Convenience

1. The procurement under this CONTRACT may be terminated by the District in accordance with this clause in whole, or from time to time in part, whenever the District shall determine that such termination is in its best interest. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

2. After receipt of a notice of termination, and except as otherwise directed by the District, the Contractor shall:
a. stop work under the contract on the date and to the extent specified in the notice of termination;

b. place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the contract as is not terminated;

c. terminate all orders and subcontracts as to the extent that they relate to the performance of work terminated by the notice of termination;

d. assign to the District, in the manner, at the time, and to the extent directed by the District, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the District shall have the right, in its discretion to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

e. settle all outstanding liabilities and all claims arising out of such termination of orders and subcontract, with the approval and ratification of the District, to the extent that may be required, which approval or ratification shall be final for all the purposes of this clause;

f. transfer title to the District and deliver in the manner, at the time, and to the extent, if any, directed by the District, the fabricated or unfabricated parts, works in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated, and the completed or partially completed plans, drawings, information and other property which, if the contract had been completed, would have been required to be furnished to the District;

g. use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the District, any property of the types referred to above, provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the District, and provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the District to the Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the District may direct;

h. completed performance of such part of the work as shall not have been terminated by the notice of termination; and
i. take such action as may be necessary, or as the District may direct, for the protection or preservation of the property related to this contract which is in the possession of the Contractor and in which the District has or may acquire an interest.

b. **Termination for Default**

1. The District may, by written notice of default to the Contractor, terminate the whole or any part of this contract, if the Contractor fails to make delivery of the equipment or to perform the services within the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the District may authorize in writing) after receipt of notice from the District specifying such failure.

2. If the contract is terminated in whole or in part for default, the District may procure, upon such terms and in such manner as the district may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable to the District for any excess costs for such similar supplies or services, and shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

3. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

4. Payment for completed equipment delivered to and accepted by the district shall be at the contract price. The District may withhold from amounts otherwise due the Contractor for such completed equipment such sum as the District determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.
5. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of the District.

6. The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

15. PRIVACY ACT

A. 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 or its employees 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.

B. 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 the FTA.

16. CIVIL RIGHTS.

The following requirements apply to the underlying contract:

(1) NONDISCRIMINATION. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 2000(d), section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying contract:
(a) **Race, Color, Creed, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e, and Federal transit laws at 49 U.S.C. 5332, the Contractor agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity”, as amended by Executive Order No. 11375,” Amending Executive Order 11246 Relating to Equal Employment Opportunity, 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination: rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

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

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

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

17. **DISPUTES**

   a. Protests dealing with restrictive specifications or alleged improprieties in the solicitation must be filed no later than eight working days prior to the bid opening or closing. Any other protest must be filed no later than eight working days after award of contract. Protests shall be in writing and addressed to the District’s CEO.
b. The protest will contain a statement describing the reasons for the protest and any supporting documentation. Additional materials in support of the initial protest will only be considered if filed within the time limit specified in paragraph a. The protest will also indicate the ruling or relief desired from the District.

c. Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract, which is not disposed of by agreement shall be decided by the District, who shall reduce this decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the District shall be final and conclusive. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the District's decision.

18. DISADVANTAGE BUSINESS ENTERPRISE

Golden Empire Transit District 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 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The recipient's DBE program, as required by 49 CFR 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 Golden Empire Transit District of its failure to carry out its approved program, the Department may impose sanctions as provided for under 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.).

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. 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 recipient deems appropriate.

19. FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS:

The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation, DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D 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 Golden Empire Transit District requests that would
cause the District to be in violation of the FTA terms and conditions.

20. **STATE AND LOCAL DISCLAIMER**

The uses of many of the suggested clauses is not governed by Federal law, but are
significantly affected by State law. The language of the suggested clauses may
need to be modified depending on state law, and that before the suggested clauses
are used in the grantees procurement documents, the grantees should consult with
their local attorney.

21. **NONCONSTRUCTION CONTRACTS**

A. The Contractor or subcontractor shall maintain payrolls and basic payroll
records during the course of the work and shall preserve them for a period of
three years from the completions of the contract for all laborers and
mechanics, including guards and watchmen, working on the contract. Such
records shall contain the name and address of each such employee, social
security number, correct classifications, hourly rates of wages paid, daily and
weekly number of hours worked, deductions made, and actual wages paid.
Whenever the Secretary of labor has found under 29 CFR 5.5(a)(1)(iv) that
the wages of any laborer or mechanic include the amount of any costs
reasonably anticipated in providing benefits under a plan or program
described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall
maintain records which show that the commitment to provide such benefits is
enforceable that the plan or program is financially responsible, and that the
plan or program has been communicated in writing to the laborers or
mechanics affected, and records which show the costs anticipated or the
actual cost incurred in providing such benefits. Contractors employing
apprentices or trainees under approved programs shall maintain written
evidence of the registration of apprenticeship programs and certification of
trainee programs, the registration of the apprentices and trainees, and the
ratios and wage rates prescribed in the applicable programs.

B. **Contract Work Hours and Safety Standards Act.**

The Contractor agrees to comply with section 107 of the Contract Work Hours
and Safety Standards Act, 40 U.S.C. section 333, and applicable DOL regulations,
“Safety and Health Regulations for Construction” 29 C.F.R. Part 1926. Among
other things, the Contractor agrees that it will not require any laborer or mechanic
or work in unsanitary, hazardous, or dangerous surroundings or working
conditions.
C. Subcontracts.

The Contractor also agrees to include the requirements of this section in each subcontract. The term subcontract under this section is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a subcontractor under this section if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials which will become an integral part of the construction is a “subcontractor” if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be a construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a “subcontractor”. The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or material or articles normally available on the open market.

22. LIABILITIES AGAINST PROCURING AGENCY

The Contractor shall indemnify, keep and save harmless the District, its agents, officials, and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs, and expenses, which may accrue against the District arising out of or resulting from the Contractor’s acts or omissions, including acts or omissions of its employees, servants and agents.

23. OMISSION

Notwithstanding the provision of drawings, technical specifications, or other data by the District, the Contractor shall have the responsibility of supplying all drawings and details required to make the project complete and ready for service even though such details may not be specifically mentioned in the drawings and specifications.

24. PRIORITY

In the event of any deviation between the description of the equipment in the Technical Specifications and other parts of this document, the specifications shall govern.

25. PRICE ADJUSTMENT FOR REGULATORY CHANGE

If price adjustment is indicated, either upward or downward, it shall be negotiated between the District and the Contractor for changes that are mandatory as a result of legislation or regulations that are promulgated and become effective between
the date of bid opening and the date of manufacture. Such price adjustment may be audited where required.

26. STATE AND LOCAL DISCLAIMER

The use of many of the suggested clauses is not governed by Federal law, but is significantly affected by State law. The language of the suggested clauses may need to be modified depending on state law, and that before the suggested clauses are used in the grantees procurement documents, the grantees should consult with their local attorney.

27. FLY AMERICA

The Contractor agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S Flag air carriers for U.S. Government financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit if a foreign carrier was used, an appropriate certification or memorandum adequately explaining why service by a U. S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.
RETURN THIS FORM WITH YOUR PROPOSAL

Disadvantaged Business Enterprise

____________________________________ hereby certifies that all reasonable efforts have been made to secure maximum disadvantaged business enterprise (DBE) participation in this contract. *

BY: _________________________________

Authorized Official

_________________________________

Title

Please include on a separate sheet the names, addresses of all DBEs contacted or that will participate in the contract, the scope of work, dollar amount of for each participating DBE. Also describe all efforts which have been made to secure maximum DBE participation.

All participating DBEs must complete the DBE affidavit, attached.

AFFIDAVIT OF DISADVANTAGED BUSINESS ENTERPRISE

I hereby declare and affirm that I am a qualifying DBE as describe in 49 CFR part 26 and that I will provide information to document this fact.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE FOREGOING STATEMENTS ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

BY:_______________________________________

Title: _____________________________________

Date: _________________________
RETURN THIS FORM WITH YOUR BID
CERTIFICATION OF RESTRICTIONS ON LOBBYING

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

(1) 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, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for lobbying contacts to 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 this Federal contract, grant, loan, or cooperative agreement 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.

(3) 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 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. 3801, et seq., apply to this certification and disclosure, if any.

SIGNATURE OF CONTRACTOR’S AUTHORIZED OFFICIAL       DATE

NAME AND TITLE OF CONTRACTOR’S AUTHORIZED OFFICIAL
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Golden Empire Transit District
Addendum One to Request for Proposals # G046
“Transit Bus Inspection Services”

Golden Empire Transit District is issuing this Addendum to respond to questions raised by parties interested in the Request for Proposals named above (the “RFP”).

This Addendum constitutes an integral part of the RFP and shall be read in conjunction with the RFP. Where inconsistent with the original RFP, or any pervious Addendum to the RFP, this Addendum shall govern. Unless specifically changed herein, all other requirements and provisions of the RFP remain unchanged and can only be modified if in writing by GET. It is the responsibility of all Proposers to conform to this Addendum.

**Question 1:**
The RFP item 3 Terms of Contract states that “New Flyer’s production schedule is shown in Appendix A” There doesn’t seem to be an Appendix “A” included in the documents received.

**GET Response:**
The Appendix “A” language is an error. The production schedule stated in the specifications is accurate.

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Date this Addendum Issued: April 3, 2012
Solicitation Coordinator: Chris James, Maintenance Manager.
Contact Information: 661-324-9874
661-869-6393 (FAX)
Email: cjames@getbus.org

Proposals are due on April 11, 2012 1P.M.

End of Addendum