



Request for Proposals #G044
Solar Powered Bus Stop Lighting

Issued by:

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

**Proposals must be submitted
No later than 1:00 PM
April 16, 2012**

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

**For further information regarding
Solar Powered Bus Stop Lighting**

Contact Susan Eagle

Via Email: seagle@getbus.org

Issued: March 6, 2012

GOLDEN EMPIRE TRANSIT DISTRICT
Solar Powered Bus Stop Lighting
Request for Proposals # G044

(Subject to Federal Transit Administration Full Funding Grant Agreement)

NOTICE IS HEREBY GIVEN that sealed proposals are invited by the Golden Empire Transit District, a public transit district, for Solar Powered Bus Stop Lighting, all in strict conformance with Contract Documents and Specifications entitled “**Solar Powered Bus Stop Lighting**” 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 “**Solar Powered Bus Stop Lighting**”, **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 16, 2012.

Copies of the Contract Documents and Specifications may be obtained by emailing Susan Eagle at seagle@getbus.org or on Golden Empire Transit District’s website at 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 No proposal may be withdrawn for a period of one hundred and twenty (120) days after opening.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 financial assistance. If for any reason the aforementioned financial assistance is withdrawn, then the District may withdraw this “Solar Powered Bus Stop Lighting” and/or terminate any Contract entered into in accordance with these Contract Documents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 the proposal opening, accept or reject any and all bids and to waive any informality in any proposal as the District deems being in its own best interests.

GOLDEN EMPIRE TRANSIT DISTRICT
Solar Powered Bus Stop Lighting
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GOLDEN EMPIRE TRANSIT DISTRICT

Solar Powered Bus Stop Lighting Request for Proposals # G044

Introduction: Golden Empire Transit District (GET) is issuing a Request for Proposals to obtain bus stop poles with solar lighting. Award of the contract shall be made to the responsible vendor, whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price, qualifications, experience, references, support and service, and other evaluation factors set forth. Receipt of any proposal shall under no circumstance obligate the District to accept the best price offering.

Golden Empire Transit Information:

The District was established in 1973 and provides fixed route and paratransit service to Metropolitan Bakersfield. GET has 19 fixed routes, with approximately 26,000 boarding's on weekdays over 1200 bus stops with passenger amenities such as bus stop shelters and benches. The District operates a fleet of (84) fixed route transit buses and (19) paratransit vehicles.

Description of the Project:

Golden Empire Transit District is interested in solar lit bus stop signs with integrated route map holders. The District has identified 104 bus stop locations in the Bakersfield area for the new stop signs to enhance our customer service and assist bus drivers with identifying customers at our bus stops in low light conditions.

Scope of Work:

Contractor shall furnish all labor, material, permits, equipment and services necessary for the purchase and installation of the bus stop posts. Contractor shall provide and install specification compliant solar lit transit bus stop poles with transit information displays at District identified locations.

Equipment Removal:

The Contractor is responsible for the removal of the old bus stop signs, posts and concrete footings where applicable. All old bus stop signs and posts shall be returned to the District.

Specifications

Bus Stop Poles:

Bus stop poles shall be 2" round galvanized dipped to resist corrosion. The overall length of the pole must be a minimum of 12'. A minimum of two feet shall be used as the base anchor and a minimum of 8' shall be exposed from the ground level to the top of the pole.

Solar Panel Design:

The size of the solar panel shall be large enough to produce a minimum output of 15 watts during peak charging time. The panel shall consist of mono or polycrystalline silicone cells with by-pass diodes to keep broken and/or shaded sections from interfering with the output of the functioning sections. The solar panel and frame must be protected from UV rays and have a minimum of a ten-year warranty from output degradation. Bidders must submit supporting electrical power calculation for review.

Battery:

The battery shall be sized properly to provide, when fully charged, a reserve capacity to provide the required illumination for a minimum of three days operating at 12 hours per a day without any solar charging. The battery shall be maintenance free and have a minimum of a five year prorated warranty.

Light Emitting Diodes:

LED shall be high intensity white LED lamp that provides a minimum of 2.0 foot candles of light above ambient light levels, for the illumination area when measured above the ground. Luminaries shall have multiple LEDs per an assembly and be replaceable as an assembly. The luminaries should be adjustable for flexible light patterns. LEDs shall have an average life of 80,000 lamp hours and require minimal maintenance. The light housing shall be constructed to endure severe high ambient temperatures, serve impact and vandalism. Vandal proof hardware shall be used to on the entire pole structure. Light lens shall be shatter resistant and have a minimum of a one year warranty.

Housings:

The housing for the equipment shall be constructed of corrosion, weather and vandal resistant materials. The housing shall be fastened to the pole with tamper proof hardware and house the battery, controller, lights and converter. Housing shall be UV resistant and have a minimum 5 year warranty.

Customer Switch / Button:

The pole shall have weather and vandal proof switch intergraded into the pole design for customers to activate the light in low light conditions. The duration of the light activation shall be 20 minutes for each cycle of the switch or button.

Self Test:

The system shall be equipped with a self-test switch for maintenance.

Transit Schedule Display Unit:

A round rotating transit schedule display tube shall be mounted on the pole to assist customers with route information. The Contractor will be responsible for inserting the route maps in the display units and mounting to the bus stop poles. The display units must be mounted to meet current ADA regulations.

The Display units must be aluminum carousels mounted directly onto the pole. End caps shall be smoothly rounded and powder coated gloss black. The display window shall

offer 360 degrees of unobstructed viewing area, and shall be suitable for long term exposure to the weather, UV rays and outdoor elements. The display area shall be covered with a 1/8-inch thick clear abrasion resistant polycarbonate panel for clear display and protection purposes.

A rotating transit tube model RTT-21.5 manufactured by Transit Information Products or an approved equal shall be used.

Design Criteria:

Solar light poles shall be designed to withstand minimum wind loads of 75 mph. Solar light poles must be designed to withstand a variety of conditions including, at a minimum, inclement weather, salt air, high winds, extreme heat and cold, high winds and earthquakes.

Operation Performance:

- Operation – Lighting will be activated by the passenger button. A light sensor shall be used, so the button is only active during low light conditions.
- Operating Range – Temperature range shall be from 0 degrees to +175 degrees Fahrenheit and a humidity operation range from 20 percent to 100 percent humidity.
- Illumination area – The area illuminated by the light shall be a minimum of 5 feet – diameter circular area on the ground when the light source is a minimum height of 10 feet above the ground.
- Warranty – The overall warranty for the product is two years from the date of acceptance.

Installation Requirements:

- Base – Contractor shall install solar light pole a below surface method with supporting structural calculations approved by a structural engineer and the Districts project manager.
- Placement – Depending on the terrain of each site, the solar light pole must be no more than 36 inches away from the curb face to avoid obstructing the bus path while allowing adequate clearances for wheelchair access. Alternate mounting locations must be approved by the District’s project manager prior to installation.
- Mounting of Schedule Displays – The transit schedule display shall be mounted in compliance with all ADA regulations, so it’s fully accessible by persons in wheelchairs.
- Orientation- The solar panel must be oriented to provide the maximum exposure to the sun for charging.

Other Requirements:

- Underground Utility – Contractor must verify and avoid conflicts with underground utilities, if any.
- Drawings , Engineering and Calculations – Mechanical drawings and calculations showing the method of installation material to be used, wind loads, and all necessary details must be submitted and approved by the City of Bakersfield and

- the District's project manager before installation of any systems are allowed. All required engineering, drawings and calculations are the Contractors responsibility.
- Permits – Contractor shall obtain all permits necessary for the work (Excavation permits, Encroachment permits and etc.)
 - Workmanship – all construction shall conform to the latest edition of the Standard Specifications for Public Works Construction; all substandard workmanship found substandard or inadequate by the District shall be corrected at no cost to the District.
 - Contractor must bid the project at prevailing wages.

Project Schedule:

March 12, 2012

April 2, 2012

April 16, 2012

May 15, 2012

September 1, 2012

Solicit Bids

Last Day to Submit Questions

RFP Closed

Contract Award

Project Completion

GOLDEN EMPIRE TRANSIT DISTRICT
Solar Powered Bus Stop Lighting
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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: _____

CORPORATE OR
COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

SIGNATURE: _____ DATE: _____

GOLDEN EMPIRE TRANSIT DISTRICT
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Bid Form

Solar Light Poles	\$ _____	Each.
Installation Labor	\$ _____	Each.
Other	\$ _____	
Total Bid Price	\$ _____	

NAME OF BIDDER: _____

CORPORATE OR
COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

FAX: _____

DATE: _____

SIGNATURE: _____

CONTRACTOR'S LICENSE NUMBER _____

**PART I
COMMERCIAL TERMS AND CONDITIONS**

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 thirty (30) 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.
- b. Proper and complete billing (including support) is received by District.

- c. Acceptance by the District of the equipment, materials and / or services in accordance with the Scope of Work.
- d. Contractual agreements set forth between the District and the Contractor.
- e. 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 General Manager 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 Chief Executive Officer to make a decision on any request for extension. The District's Chief

Executive Officer 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 Chief Executive Officer 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. BOND REQUIREMENTS (*Construction or Rolling Stock Contracts Only*)

A. Bid Bond:

1. A bid guarantee in the form of a Bid Bond in an amount equal to ten (10%) percent of the total bid price as indicated on the BID FORM is required. Failure to furnish a bid guarantee in the proper form and amount with the bid at the time set for the opening of bids shall be cause for rejection of the bid. The bid guarantee must be submitted with the bid in the sealed bid envelope.
2. The Bid Bond shall be made payable to the Golden Empire Transit District as a guarantee that, if awarded the contract, the Contractor will promptly enter into contracts with the District and execute a Performance Bond. If the Contractor defaults in so doing, the Bid Bond shall become the property of the Golden Empire Transit District, as the proper measure of damages sustained. The Bid Bond will be returned upon the award of the contract, receipt of a performance bond, or rejection of bids.
3. District may accept a Cashier's Check (U.S. Dollars) or a pre-approved Letter of Credit drawn on an American bank or an American branch of an International Bank. Alternate methods of the bid guarantee must be submitted for approval prior to bid opening. All bid guarantees or letters of credit shall be in English.

B. Performance Bond

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the District determines that a lesser amount would be adequate for the protection of the District.
2. The District may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The District may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

3. The form of performance payable to Golden Empire Transit District shall be the same as the bid bond.

C. Payment Bond

1. The penal amount of the payment bonds shall equal 50 percent of the contract price, 40 percent if more than 1 million dollars but less than 5 million dollars and \$2.5 million if the contract price is more than \$5 million dollars.
2. The form of payment bond payable to Golden Empire Transit District shall be the same as the bid bond.

15. CHANGE ORDERS

a. Contractor Changes

Any proposed change in this contract shall be submitted to the District's Chief Executive Officer for prior written approval.

b. District Changes

1. No change in this contract shall be made unless the District's Chief Executive Officer issues his prior written approval thereto. Oral change orders are not permitted. The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting any specification change not properly ordered by written modification to the contract and signed by the District's Chief Executive Officer.
2. Contractor is expected to proceed with change and if District is responsible for a delay in delivery of services, a day for day extension to the delivery of services will be allowed.
3. Within seven (7) calendar days after receipt of the written change order to modify the contract, the Contractor shall submit to the District a detailed price and schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiations between the Contractor and the District. At the time a detailed modification shall be executed in writing by both parties. Disagreements that cannot be resolved with negotiations shall be resolved in accordance with the contract disputes clause. Regardless of any disputes, the Contractor shall proceed with the work ordered.

16. 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.

17. 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, noncontractual, 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. 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.

3. DAVIS BACON ACT

Construction Contracts: Pursuant to Department of Labor regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)", 29 C.F.R. Part 5, the following provisions shall be incorporated

in each construction contract of \$2,000 or more let by the Recipient in carrying out the project.

1. Minimum Wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 C.F.R. ,5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs that cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided at 26 C.F.R., 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 C.F.R., 5.5(a)(1)(ii) and the Davis-Bacon Poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b. 1. The contracting officer shall require that any class of laborers or mechanics, including helpers, that is not listed in the wage determination and that is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall

approve an additional classification and wage rate fringe benefits therefore only when the following criteria have been met:

- a. Except with respect to helpers as defined in 29 C.F.R., 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
- b. The Classification is utilized in the area by the construction industry; and
- c. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination,
- d. With respect to helpers as defined in 29 C.F.R., 5.2(n)(4), such a classification prevails in the area in which the work is performed.

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

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

4. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 C.F.R., 5.5(a)(i)(1)(B) or 29 C.F.R, 5.5 (a)(i)(C), shall be paid to all workers performing work in the

classification under this contract from the first day on which work is performed in the classification.

- a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- b. If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account, assets for the meeting of obligations under the plan or program.

2. Withholding

Golden Empire Transit 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 the Contractor, under this agreement or any other federal contract with the same recipient or any federally-assisted contract subject to Davis-Bacon prevailing wage requirement, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to any laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Sub-Contractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the District may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records

- a. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site

of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R., 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. 1. The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the District for transmission to the FTA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 C.F.R., 5.5 (a)(3)(i). This information may be submitted in any form desired. Optional form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (federal stock number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C., 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

2. Each payroll submitted shall be accompanied by a "Statement of compliance", signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- a. That the payroll for the payroll period contains the information required to be maintained under 29 C.F.R., 5.5 (a)(3)(i) and that such information is correct and complete;
- b. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned,

without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth at 29 C.F.R. Part 3;

- c. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
3. The weekly submission of a properly executed certification set forth on the reverse side of optional form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by 29 C.F.R., 5.5(a)(3)(ii)(B).
4. The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under 18 U.S.C., 1001 and 31 U.S.C., 231.
- c. The Contractor or subcontractor shall make the records required under 29, C.F.R., 5.5(a)(3)(i) available for inspection, copying, or transcription by authorized representatives of the FTA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or make them available, the FTA may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds. Furthermore, failure to submit the required records upon request or make such records available may be grounds for debarment action pursuant to 29 C.F.R., 5.12.
4. Apprentices and Trainees
 - a. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on

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

- b. Trainees. Except as provided in 29 C.F.R., 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the administrator of the wage and hour division determines that there is an apprenticeship program associated with the corresponding

journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainees performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the employment and training administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- c. Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under 29 C.F.R. Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order No. 11246, as amended and 29 C.F.R. Part 30.

5. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 C.F.R. Part 3, which are incorporated herein by reference.

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

7. Contract termination: Debarment. A breach of the contract clauses in 29 C.F.R., 5.5 may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 C.F.R., 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and related acts contained in 29 C.F.R. parts 1,3, and 5 are incorporated herein by reference.

9. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R Parts 5,6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the

contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

- a. By entering into this agreement or a third party contract finance under this agreement, the Contractor certifies that neither it (nor he nor she) nor any person or firm that has an interest in the Contractor's firm is a person or firm ineligible to be awarded government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 C.F.R., 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 C.F.R., 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C., 1001.

4. 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.

5. 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.

6. SEISMIC SAFETY

The Contractor agrees that any new building or addition to an existing building and constructed in accordance with the standards for Seismic Safety required in the Department of Transportation Seismic Safety Regulations 49CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

7. 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.

There is no DBE project goal established for this project. At this time the District will meet the DBE goal on federally assisted projects through race neutral measures. The District supports the use of race neutral measures to facilitate participation by DBEs and other small businesses, and encourages prime contractors to subcontract portions of their work that they might otherwise perform with their own forces.

8. 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 Contractors acts or omissions, including acts or omissions of its employees, servants and agents.

9. 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.

10. 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.

11. 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.

12. REPAIRS AFTER NONACCEPTANCE

- a. The District may require the Contractor, or its designated representative to perform the repairs after non-acceptance or the work may be done by the District's personnel with reimbursement by the Contractor.
- b. Repairs by Contractor
 1. If the District requires the Contractor to perform repairs after nonacceptance of the equipment, the Contractor's representative must begin work within five (5) working days after receiving written notification from the District of failure of acceptance tests. The District shall make the equipment available to complete repairs timely with the Contractor repair schedule.
 2. The Contractor shall provide, at its own expense, all spare parts, tools, and space required to complete the repairs.
- c. Repairs by District
 1. Parts Used: If the District decides to perform the repairs after nonacceptance of the equipment, it shall correct or repair the defect and any related defects using Contractor-specified parts available from its own stock or those supplied by the Contractor specifically for this repair. Reports of all repairs covered by this procedure shall be submitted by the District to the Contractor for reimbursement or replacement of parts. The Contractor shall provide forms for these parts.
 2. Contractor Supplied Parts: If the Contractor supplies parts for repairs being performed by the District after nonacceptance of the equipment, these parts shall be shipped prepaid to the District from any source

selected by the Contractor within 10 working days after receipt of the request for said parts.

3. Return of Defective Components: The Contractor may request that parts covered by this provision be returned to the manufacturing plant. The total cost for this action shall be paid by the Contractor.
4. Reimbursement for Labor: The District shall be reimbursed by the Contractor for labor. The amount shall be determined by multiplying the number of man-hours actually required to correct the defect by per hour, per technician straight wage rate of \$85.00.
5. Reimbursement for Parts: The District shall be reimbursed by the Contractor for defective parts that must be replaced to correct the defect. The reimbursement shall include taxes where applicable and 25 percent handling costs.

13. 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.

14. 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 General Manager.
- 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.

15. CARGO PREFERENCE--USE OF UNITED STATES-FLAG VESSELS

As required by 46 C.F.R. Part 381, the Contractor agrees--

- A. To use privately owned United States--Flag Commercial Vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this contract to the extent such vessels are available at fair and reasonable rates for United States--Flag Commercial Vessels.
- B. To furnish within 20 working days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "On-Board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph (A) above to the FTA (through the prime Contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C., 20590, marked with appropriate identification of the project.

- C. To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material or commodities by ocean vessel.

16. 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).

17. 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.

18. 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.

19. 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.

20. 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.

21. 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 which would cause the District to be in violation of the FTA terms and conditions.

22. 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.

23. 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.

24. 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.

25. 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.

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.

RETURN THIS FORM WITH YOUR BID

BUY AMERICA CERTIFICATE

Equipment, Materials and Services

Certification requirement for procurement of buses, other rolling stock and associated equipment.

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, or 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 final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling Stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids on FTA funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be **rejected as nonresponsive**. This requirement does not apply on lower tier subcontractors.

A. Certificate of Compliance with 49 U.S.C. 5323(j)(1).

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.

DATE: _____

SIGNATURE: _____

COMPANY NAME: _____

TITLE: _____

=====

B. Certification for Non-Compliance with 49 U.S.C. 5323(j)(1).

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323 (j)(1), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49CFR 661.7.

DATE: _____

SIGNATURE: _____

COMPANY NAME: _____

TITLE: _____

RETURN THIS FORM WITH YOUR BID
PROPOSAL REQUIREMENT

CERTIFICATE OF NONDISCRIMINATION

Respondent hereby certifies under penalty of perjury under the laws of the State of California, that it does not unlawfully discriminate against any employee or applicant for employment with regard to race, color, religion, sex or national origin, ancestry, physical handicap, medical condition, marital status, or age; that it is in compliance with all applicable federal, state, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment. Respondent and its sub consultants shall employ with the provisions of the Fair Employment and Housing Act (Gov. Code Section 12900 et seq.) and the applicable regulations promulgated there under Cal. Admin. Code, Title 2, Sec 7285.0 et seq.).

Respondent agrees specifically:

- * To establish or observe employment policies which actively promote opportunities for minority persons and women at all job levels.
- * To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities and women, and to the minority communities and women at large.
- * To state in all solicitations or advertisements for employees that the Proposer will consider all qualified applicants for employment without regard race, color, religion, age, sex or national origin.

Please include any additional information available regarding equal opportunity employment programs now in effect within you company, e.g. an Affirmative Plan and/or Policy statement.

CERTIFIED BY:

SIGNATURE

NAME & TITLE

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
FILL OUT SECTION A OR B OF THIS FORM

RETURN THIS FORM WITH YOUR BID

CERTIFICATION OF PRIMARY PARTICIPANT REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential contractor for a third party contract), _____ certifies to the best of its knowledge and belief that it and its principles:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by an Federal debarment or agency.
2. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for 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; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for default.

(If the primary participant (applicant for and FTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT), _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OR THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTION 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

The undersigned chief legal counsel for the _____ hereby certifies that the _____ has authority under State and Local law to comply with the subject assurances and that the certification above has been legally made.

Signature of Applicant's Attorney

Date

REFERENCES

(1) Firm/Government DEPARTMENT (Name):	Contact Person Name: Address: Phone: E-mail Address:
Types of Supplies/Services Provided and Dates Provided/Contracted:	
(2) Firm/Government DEPARTMENT (Name):	Contact Person Name: Address: Phone: E-mail Address:
Types of Supplies/Services Provided and Dates Provided/Contracted:	
(3) Firm/Government DEPARTMENT (Name):	Contact Person Name: Address: Phone: E-mail Address:
Types of Supplies/Services Provided and Dates Provided/Contracted:	
(4) Firm/Government DEPARTMENT (Name):	Contact Person Name: Address: Phone: E-mail Address:
Types of Supplies/Services Provided and Dates Provided/Contracted:	

GOLDEN EMPIRE TRANSIT DISTRICT

Solar Powered Bus Stop Lighting
Request for Proposals # G044

Golden Empire Transit District has identified one hundred four (104) locations in the greater Bakersfield area for the new solar bus stop poles. Below is a list of locations and ground conditions for each stop. Careful consideration should be taken for dirt stops. The security of the poles is extremely important and must be installed with a very stout concrete base to prevent hand removal or vandalism.

The concrete location must be core drilled to a minimum depth of 24" and filled with concrete to the surface to secure the pole.

Solar Lighting Locations:

LOCATION	AREA	
Central		
4TH / UNION, SE	Central	Dirt
4TH/N, NE	Central	Concrete
4TH/N, SW	Central	Concrete
BRUNDAGE / OLEANDER, NW	Central	Concrete
BRUNDAGE / OLEANDER, SW	Central	Concrete
OAK/BRUNDAGE, NE	Central	Asphalt
SILLECT NB NEAR 3600	Central	Dirt
SILLECT SB ACROSS FROM 3600	Central	Dirt
Southwest		
AKERS/HARRIS, SE	Southwest	Dirt
AKERS/PANAMA LN., NW	Southwest	Concrete
HARRIS/ASHE, NW	Southwest	Concrete
HARRIS/ASHE, SE	Southwest	Concrete
HUGHES/WILSON SW	Southwest	Concrete
OFFICE PARKCOMMERCIAL WAY, SW	Southwest	Concrete
PANAMA LN/PHYLLIS, NE	Southwest	Concrete
STINE @ #300	Southwest	Concrete
STINE NB BETWEEN HOSKING & BASQUE	Southwest	Concrete
STINE/CLEAR CRYSTAL, SW	Southwest	Concrete
STOCKDALE EB BET. MONTCLAIR & MCDONALD	Southwest	Concrete
WHITE LN./WIBLE, NW	Southwest	Concrete
WHITE LN/S UNION NE	Southwest	Concrete

WILSON / STINE, NE	Southwest	Concrete
WILSON / STINE, SE	Southwest	Concrete

East

Auburn / Catalina	East	Concrete
E. CALIFORNIA / S. KING @ PARK, SE	East	Concrete
E. CALIFORNIA/WASHINGTON NW	East	Concrete
EUCALYPTUS / ANSOL, NW	East	Concrete
FLOWER BET WILLIAMS & BROWN, WB	East	Concrete
HALEY / RADCLIFFE, NE	East	Concrete
MORNING / ROSEWOOD, SW	East	Dirt
MT VERNON / LAKE, SW	East	Concrete
MT VERNON / QUINCY, NW	East	Concrete
MT VERNON / VIRGINIA, NE	East	Dirt
MT VERNON @ 2658	East	Concrete
NILES / BRENTWOOD, SW	East	Concrete
NILES / GREENWOOD, SE	East	Dirt
NILES / MORNING, SW	East	Concrete
NILES / PARK, SE	East	Dirt
NILES WESTBOUND EAST OF CVS (E. OF FAIRFAX)	East	Concrete
OSWELL / COLLEGE, NE	East	Concrete
OSWELL/COLLEGE NW	East	Concrete
PIONEER / MONICA, SW	East	Concrete
PIONEER / MORNING, SE	East	Concrete
PIONEER / ROYAL, SW	East	Concrete
RIVER / ACACIA, NW	East	Dirt
RIVER / ACACIA, SE	East	Dirt
RIVER / PANORAMA, SE	East	Dirt
RIVER / PANORAMA, SW	East	Dirt
RIVER / SKYLINE, NW	East	Dirt
RIVER / UNIVERSITY , NW	East	Dirt
VIRGINIA / LAYNE, NW	East	Dirt
VIRGINIA / QUANTICO, NW	East	Concrete
VIRGINIA / S. ROBINSON, NE	East	Concrete
VIRGINIA/HAZEL NW	East	Dirt
VIRGINIA/MT VERNON NW	East	Dirt

Northwest

BRIMHALL / JEWETTA, NW	Northwest	Dirt
BRIMHALL/ALDRESHOT, NE	Northwest	Concrete
COFFEE/HAGEMAN, SW	Northwest	Concrete
COFFEE/MEANY, SW	Northwest	Concrete

OLD FARM/KINGFISHER NW	Northwest	Concrete
OLD FARM/REINA NE	Northwest	Concrete
OLIVE / VICTOR, NW	Northwest	Concrete
OLIVE/FRUITVALE, SE	Northwest	Concrete
ROSEDALE / VERDUGO EB	Northwest	Concrete
ROSEDALE EB AT CELEBRATION CHURCH (#10011)	Northwest	Concrete

Southeast

COTTONWOOD / CASA GRANDE, SE	Southeast	Dirt
COTTONWOOD / CASA GRANDE, SW	Southeast	Dirt
COTTONWOOD / WATTS, NE	Southeast	Dirt
COTTONWOOD / WATTS, SW	Southeast	Dirt
COTTONWOOD/BRADSHAW, NE	Southeast	Dirt
COTTONWOOD/BRADSHAW, SW	Southeast	Dirt
COTTONWOOD/CASA LOMA NW	Southeast	Concrete
FELIZ / SIMON, NE	Southeast	Dirt
FELIZ BET COTTONWOOD & SIMPSON	Southeast	Dirt
FELIZ BET SIMPSON & COTTONWOOD	Southeast	Dirt
FELIZ EB BET. FRANCO & SIMON	Southeast	Concrete
FELIZ/FRANCO, NW	Southeast	Dirt
VIRGINIA / OSWELL, NW	Southeast	Dirt

Oildale

MCCRAY/CHINA GRADE NE	Oildale	Concrete
OILDALE / EL TEJON, NE	Oildale	Concrete
OILDALE / WOODROW, NE	Oildale	Dirt
ROBERTS / BELMONT, SE	Oildale	Concrete
ROBERTS / MACARTHUR, SE	Oildale	Concrete

Greenfield

S. UNION / ACOMA, SW	Greenfield	Dirt
S. UNION / BARTON, SE	Greenfield	Concrete
S. UNION / BERKSHIRE, NE	Greenfield	Dirt
S. UNION / BERKSHIRE, NW	Greenfield	Concrete
S. UNION / HOSKING, SW	Greenfield	Dirt
S. UNION / HUDSON, SE	Greenfield	Dirt
S. UNION / MCKEE , SE	Greenfield	Dirt
S. UNION @ TRAILER PARK NB	Greenfield	Dirt
S. UNION SB BEFORE MCKEE	Greenfield	Concrete

S. UNION SB NEAR HUDSON	Greenfield	Dirt
S. UNION SB NORTH OF OBREGON	Greenfield	Concrete
SOUTH H/MCKEE, NE	Greenfield	Dirt
SOUTH H/MCKEE, SW	Greenfield	Concrete
TAFT / BACE, SW	Greenfield	Concrete
TAFT / RAMOS, SW	Greenfield	Concrete
TAFT / SOUTH H, SE	Greenfield	Concrete
UNION / TAFT, NE	Greenfield	Concrete

South

MONITOR/BERRYESSA, NE	South	Concrete
MONITOR/BERRYESSA, SW	South	Concrete
S. CHESTER / EL SERENO, NE	South	Asphalt
S. UNION/PRICE, SE	South	Concrete



Golden Empire Transit District Addendum One to Request for Proposals # G044 “Solar Powered Bus Stop Lighting”

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 previous 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:

What are the operating hours of Golden Empire Transit?

GET Response:

Bus service is provided from 6A.M. – 11:00 P.M. The Maintenance Department is open 24 hours 7 days a week. The Administration Building is open 8A.M. – 5:30 P.M.

Question 2:

What height from the ground is the 2.0 foot candle minimum required.

GET Response:

The measurement will be made at 2 feet.

Question 3:

Is this RFP a Construction, Rolling Stock or other procurement??

GET Response:

This is a Construction project that must be bided at prevailing wage.

Question 4:

Would GET consider using existing square poles if the transit tube and solar light meet the stated structural and performance specifications listed in the scope of work?

GET Response:

It would be difficult to determine if the existing poles were installed at the correct depth or base to support the new equipment, so the use of existing poles will not be acceptable.

Question 4:

Bakersfield Public Works office indicated a permit cost of \$218.00 per a stop for a new pole installation. Is this cost known to GET? Is it expected to be part of the project cost or will GET consider obtaining a blanket permit for all 104 stops at a lower cost?

GET Response:

GET is not aware of the cost for the permits and the specifications require the Contractor to obtain the proper permits for this project.

Question 5:

Does GET have any objections to relocating the bus stop sign from the top of the post to a side post mount?

GET Response:

Since this is an RFP, Contractors can propose other options for us to consider. Please provide all information for any proposed changes.

Question 6:

Will GET consider a surface mounted solar light pole system if the engineering calculations provide adequate for the applications?

GET Response:

This is an RFP. Please provide all information pertaining to a surface mounted light pole with the submittal for us to consider. Contractors must address how the poles would be mounted in the dirt locations.

Question 7:

We cannot locate a battery with a 175 degree specification. Would a 120 degree rated battery be acceptable? Has GET located a battery with the 175 degree specification?

GET Response:

No, GET has not located a 175 degree rated battery for this application. Golden Empire Transit is located in Bakersfield, California where summertime ambient temperatures have exceeded 115 degrees. Contractors should propose a battery that can operate in our extreme temperatures.

Question 8:

What type and size of footings are used for existing bus stop posts?

GET Response:

The existing footings vary by site conditions. Some post are not even supported by footings.

Question 9:

What type and method of post installation is currently used for a standard u-channel or square tube bus stop post.

GET Response:

A 2" square post is currently used for bus stop signs. We core drill concrete sidewalks and install the post with concrete.

Question 10:

Are there any prototype or solar light systems currently installed, and if so, where are they located?

GET Response:

There are no prototype or test poles installed.

Question 11:

Do you have a drawing or a picture of the specified product?

GET Response:

No.

Question 12:

Would the following licenses be acceptable for this project?
C61-D34 /D42

GET Response:

Yes.

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 16, 2012 1P.M.

End of Addendum