



Bus Stop Sign Replacement Request for Proposal #G048

Issued by:

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

**Proposals must be submitted
No later than 1:00 PM
June 25, 2012**

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

**For further information regarding this
Request for Proposals contact Susan Eagle
seagle@getbus.org or www.getbus.org**

Issued: May 21, 2012

GOLDEN EMPIRE TRANSIT DISTRICT
Bus Stop Sign Replacement
Request for Proposals #G048

NOTICE IS HEREBY GIVEN that sealed proposals are invited by the Golden Empire Transit District, a public transit district, wishes to engage a firm for providing bus stop shelters, all in strict with Contract Documents and Specifications therefore, entitled “**Bus Stop Sign Replacement**”, 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 “**Bus Stop Sign Replacement -Attention: Purchasing Agent, Susan Eagle**” 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, June 25, 2012.

Copies of the Contract Documents and Specifications may be obtained at the office of the Purchasing Agent of the Golden Empire Transit District at 1830 Golden State Avenue, Bakersfield, California 93301. 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 No proposal may be withdrawn for a period of one hundred and twenty (120) days after opening.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 proposer shall possess all applicable and valid license(s) at the time the contract is awarded. The Contract to be entered into pursuant to this “Request for Proposals” is subject to a state financial assistance. If for any reason the aforementioned state financial assistance is withdrawn, then the District may withdraw this “Request for Proposals” and / or terminate any Contract entered into in accordance with these Contract Documents and Specifications.

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

The District reserves the right to postpone proposal opening, accept or reject any and all bids and to waive any informality in any proposal, all as the District deems to being in its own best interests.

GOLDEN EMPIRE TRANSIT DISTRICT
Bus Stop Sign Replacement
Request for Proposals #G048

Table of Contents

Scope of Work

- 1. Project Objectives / Goals**
 - 2. General**
 - 3. Signage**
 - 4. Installation Hardware**
 - 5. Warranty**
 - 6. Evaluation**
 - 7. Project Schedule**
 - 8. Pre-Proposal Meeting**
 - 9. Sign & Post Pictures**
 - 10. Decal Design**
 - 11. Decal Quantities**
- Commercial Terms and Conditions Part I**
- Reference Form**
- Bid Form**
- Required Bid Documents**

GOLDEN EMPIRE TRANSIT DISTRICT
Bus Stop Sign Replacement
Request for Proposals #G048

Scope of Work

1. Project Objectives/Goals

Golden Empire Transit District is seeking a labor contractor to remove old bus stop signs, and install 1127 new bus stop signs. The new signs will be provided by the Contractor and installed on existing bus stop poles throughout Bakersfield, CA. The goal is to convert all bus stop signage on October 6, 2012 the night before our new service starts. In addition to the new sign installation, 627 bus stops have been eliminated and require the sign post to be removed by November 7, 2012.

2. General

Golden Empire Transit District currently has bus stop signage mounted to the top of a 2" perforated galvanized pole. The Contractor will be expected to remove the top mount bracket with the old bus stop sign at 1754 bus stops. The new sign will be mounted flat against the post with (2) 3/8 aluminum drive rivets. The bottom of the sign shall be installed so the bottom of the sign is at 7 feet.

Once the new signs have been installed, the Contractor will be responsible for removing 627 poles from eliminated bus stops by November 7, 2012. Additionally, the contractor will be responsible to return the surface of the sidewalk or dirt area to acceptable condition after removing the poles. The following or a combination of the following may be required to return the sidewalk to acceptable condition:

- Grinding of the pole to the surface of the sidewalk to assure there is no tripping hazard or sharp edges.
- Repairing any concrete damage.
- Filling and compacting dirt holes.

3. Signage

The Contractor will be responsible for providing all the new signage for the project. The District has established the criteria and colors for the new signage. The new signs must be ADA compliant.

Metal Sign Specifications:

- 10.5" x 20" Aluminum plate with rounded corners.
- The metal thickness is .09
- Two 3/8 holes are required to install the sign with rivets.
- A 3M blue 680-75 decal with white route numbers will be applied to one side of the metal sign plate.
- The decal must have UV coating to protect it from fading and have anti-graffiti coating for easy maintenance.

GOLDEN EMPIRE TRANSIT DISTRICT
Bus Stop Sign Replacement
Request for Proposals #G048

The size and conceptual design of the decal has been provided in the documents. Final design and colors are subject to Golden Empire Transit approval.

4. Installation Hardware

The new sign shall be install by a Contractor supplied 3/8 aluminum drive rivet manufactured by Simi Factory Part # VCR251

5. Warranty

- The Contractor shall warranty the sign decal material from fading or peeling for a period of 1 year. Any defects will be corrected at the Contractor's expense within warranty period.
- Any warranty repairs performed by Golden Empire Transit staff shall be reimbursable from the Contractor at a rate of \$85.00 per hour plus materials and an administration fee of 20%.

6. EVALUATION CRITERIA

- Experience
- Past Performance
- Price

7. PROJECT SCHEDULE

RPF RELEASE	May 21, 2012
PRE- PROPOSAL MEETING	June 11, 2012
LAST DAY TO SUBMIT QUESTIONS AND APPROVED EQUALS	June 14, 2012
CLOSE OF REQUEST FOR PROPOSALS	June 25, 2012
CONTRACT AWARD	July 17, 2012
PROJECT COMPLETION	November 7, 2012

8. The Pre-Proposal meeting will be held to answer questions related to the project and discuss in detail how to project work is to be performed. This is not a mandatory meeting.

Pre-Proposal Meeting Information:

Date: June 11, 2012

Time: 9A.M.

Location: 1830 Golden State Ave. Bakersfield, CA. 93301

GOLDEN EMPIRE TRANSIT DISTRICT
Bus Stop Sign Replacement
Request for Proposals #G048

9. Sign & Post Pictures

Current Bus Stop Sign

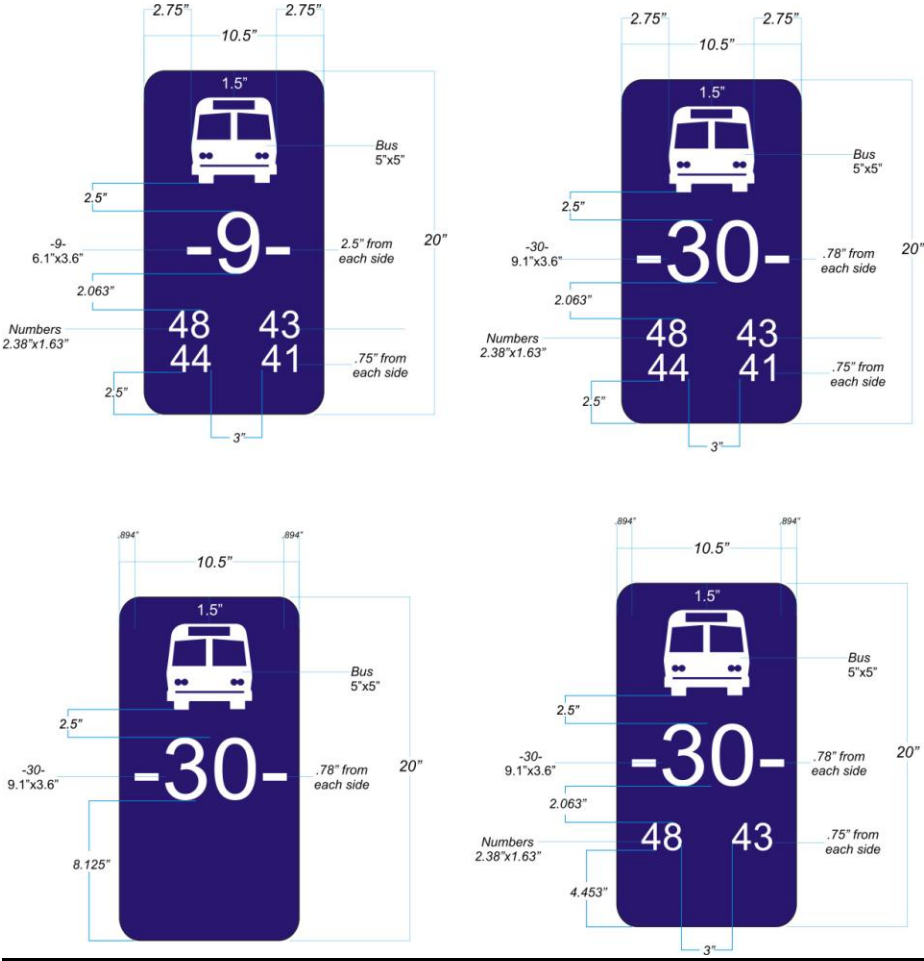


New Sign



GOLDEN EMPIRE TRANSIT DISTRICT
Bus Stop Sign Replacement
Request for Proposals #G048

10. Decal Design



GOLDEN EMPIRE TRANSIT DISTRICT
Bus Stop Sign Replacement
Request for Proposals #G048

11. Decal Quantities:

<u>Route</u>	<u>Single #</u>	<u>Multiple Route #'s</u>	<u>Total Decals</u>
21	21	17	38
22	30	19	49
41	125	36	161
42	67	15	82
43	58	6	64
44	93	27	120
45	92	9	101
46	72	7	79
47	38	17	55
61	114	28	142
62	77	16	93
81	0	1	1
82	45	7	52
83	33	15	48
84	30	6	36
92	6	0	6

Total Decals and Signs: 1127

GOLDEN EMPIRE TRANSIT DISTRICT
Bus Stop Sign Replacement
Request for Proposals #G048

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 ninety (120) calendar days following opening of bids, unless the Contractor is given written notice that the bid is unacceptable.

9. EVALUATION OF BIDS

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

10. AWARD OR REJECTION OF BID

- a. Award will be made to the lowest responsive and responsible Contractor or Contractors whose bid meets the minimum requirements and conditions set forth in the technical specifications/ Scope of Work.
- b. Discount for prompt payment of less than fifteen (15) days offered by the Contractor will not be used in the evaluation or award process.

- c. The District reserves the right to REJECT ANY OR ALL bids or any item or part thereof, or to waive any informality in bids when it is in the best interest of the District to do so.
- d. The District also reserves the right to award its total requirements to one Contractor or to apportion those requirements among several Contractors, as the District may deem it to be in its best interest.

11. PRE-CONTRACTUAL EXPENSES

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

12. PAYMENT

- a. Payment Schedule and Invoicing
 - 1. Payment for equipment, material, and services shall be made 30 days after receipt of invoice.
- 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. INSURANCE

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

1. Workers' Compensation Insurance with the limits established and required by the State of California;
2. Employers' Liability Insurance with the limits set forth below;
3. Comprehensive General Liability, Product/Completed Operations Liability, Contractual Liability, Independent Contractors Liability, and Automobile Insurance with at least the following limits of liability:
 - a. Primary Bodily Injury Liability limits of \$1,000,000 per occurrence;
 - b. Primary Property Damage Liability limits of \$1,000,000 per occurrence.

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

1. The District is designated as an additional insured on the Comprehensive Liability and Automobile Liability Insurance described hereinabove.
2. The coverage shall be primary as to any other insurance with respect to performance hereunder.
3. Thirty (30) day's written notice of cancellation or material change to District.

15. LIQUIDATED DAMAGES

The District and bidder recognize that liquidated damages requirements are appropriate if parties to a contract may reasonably expect to incur damages in the form of increase costs resulting from the late completion of the contract. Therefore, the District will impose a charge of **\$2,000** per day, each day after scheduled completion date.

16. BOND REQUIREMENTS

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 40 percent of the contract price.
2. The form of payment bond payable to Golden Empire Transit District shall be the same as the bid bond.

17. PROHIBITED INTERESTS

a. Prohibited Interest

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

b. Interest of Members of or Delegates to Congress

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

18. 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.

19. 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.

20. 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 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.

21. LIABILITIES AGAINST PROCURING AGENCY

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

22. 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.

23. 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.

24. 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.

25. 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 non-acceptance 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 non-acceptance 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 non-acceptance 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 a 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.

26. 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.

27. 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.

28. 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.

29. 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).

30. 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.

31. 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.

32. 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.

33. 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.

24. 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.

25. 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.

26. 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 there requirements in each subcontract exceeding \$100,000.00 financed in whole or in part with Federal assistance provided by FTA.

27. 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.

28. 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.

29. 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.

REFERENCES

<p>Business Name:</p> <p>Contact Person Name:</p>	<p>Address:</p> <p>Phone:</p> <p>E-mail:</p>
<p>Types of Supplies/Services Provided and Dates Provided/Contracted:</p> 	
<p>Business:</p> <p>Contact Person Name:</p>	<p>Address:</p> <p>Phone:</p> <p>E-mail:</p>
<p>Types of Supplies/Services Provided and Dates Provided/Contracted:</p> 	

REFERENCES

Business Name: Contact Person Name:	Address: Phone: E-mail:
Types of Supplies/Services Provided and Dates Provided/Contracted:	
Business: Contact Person Name:	Address: Phone: E-mail:
Types of Supplies/Services Provided and Dates Provided/Contracted:	

GOLDEN EMPIRE TRANSIT DISTRICT
Bus Stop Sign Replacement
Request for Proposals #G048

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
Bus Stop Sign Replacement
Request for Proposals #G048**

Bid Form

Decal and Sign	\$ _____	Each
Tax (7.25%)	\$ _____	
Sign Installation Labor	\$ _____	
Sign Removal Labor	\$ _____	
Other	\$ _____	
Total Bid Price	\$ _____	

Signature below signifies that bidder has read, understands and agrees to all terms and conditions as included in the Bid Notice, Scope of work, and Commercial Terms and Conditions Part I.

(Name of Firm)

(Title of Signatory)

(Signature)

(Date)

California Contractor License # _____

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: _____

25. REPAIRS AFTER NONACCEPTANCE

COMPANY NAME: _____

TITLE: _____

**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

**RETURN THIS FORM WITH YOUR BID
FILL OUT SECTION A OR B OF THIS FORM**

SECTION A

**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 a 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 statutes 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

RETURN THIS FORM WITH YOUR BID
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: _____