



## **Tile Replacement Request for Proposal #G051**

**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  
(661) 324-9874 or [seagle@getbus.org](mailto:seagle@getbus.org) or [www.getbus.org](http://www.getbus.org)**

**Issued: May 24, 2012**

**GOLDEN EMPIRE TRANSIT DISTRICT**  
**Tile Replacement**  
**Request for Proposals #G051**

**(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, wishes to engage a Contractor to replace restroom tile at the District's Downtown & Southwest bus transfer centers, all in strict with Contract Documents and Specifications therefore, entitled "**TILE 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 "**Tile 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 No proposal may be withdrawn for a period of one hundred and twenty (120) days after opening.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 If for any reason the aforementioned state financial assistance is withdrawn, then the District may withdraw this "Request for Proposals" and / or terminate any Contract entered into in accordance with these Contract Documents and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" and "Part II General Terms and Conditions."

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

**GOLDEN EMPIRE TRANSIT DISTRICT**  
**Tile Replacement**  
**Request for Proposals #G051**

**Contents**

**General**

**Scope of Work**

**Protection**

**Cleaning & Touch Up**

**Access**

**Portable Restrooms**

**Prevailing Wages**

**Warranty**

**Mandatory Job Walk**

**Project Schedule**

**Part I Commercial Terms and Conditions**

**Part II General Terms and Conditions**

**References**

**Bid Form**

**Required Submittal Documents**

**GOLDEN EMPIRE TRANSIT DISTRICT**  
**Tile Replacement**  
**Request for Proposals #G051**

**General Information / Introduction:**

Golden Empire Transit District owns and operates two bus transfer terminals located at 2129 Chester Ave. Bakersfield, California and 1912 Wible Rd. Bakersfield, California. The District is seeking proposals from qualified Contractors to replace existing floor and wall tile at the bus transfer facilities.

The Contractor will be responsible for safely removing old floor and wall tile in the Downtown and Southwest transfer center restrooms. The Contractor shall propose the best tile sizes and products for a public restroom application.

**Scope of Work:**

1. The removal and proper disposal of all existing floor and wall tiles.
2. The proper preparation of all surfaces prior to the installation of the new tiles. All cracks, surface holes or other imperfections shall be properly repaired by the Contractor.
3. Closely examine all floor and wall surfaces for imperfections. Any that are in question or will affect the quality of the work must be brought to the District's attention.
4. The Contractor shall grade the floor surface to flow to the existing floor drains in the restrooms, so when the bathrooms are washed out there is no standing water.
5. Install approved tile and grout in the designated areas of the facilities. All tile and grout must be sealed to prevent graffiti from penetrating the surface.
6. Workmanship shall be of the highest quality and performed by journeymen tile setters.
7. All work including disposal, shall be performed in accordance with all applicable local, state and federal regulations. In addition, all safety precautions noted on manufacturer's data sheets and labels shall be observed by the Contractor's employees and sub-contractors.
8. Contractor shall be responsible to provide storage for equipment and materials if needed.
9. Contractor shall be responsible for requesting prompt clarification when instructions are lacking or the procedure is not clearly understood.

**Protection:**

1. All necessary steps shall be taken to protect the public, Contractors employees and any property from damage while the work is being performed.
2. Provide sufficient barricades and signs as needed during and after the installation of the tile to prevent the public from accessing areas.

**Cleaning and Touch-up:**

1. Trash or debris should be prevented from collecting or being spread across the job site during course of the work.
2. Remove all equipment, surplus materials, and debris from job site daily and at the completion of work.
3. Carefully remove any spattering, spots or blemishes on tiles or painted surfaces.

**Access:**

The public facilities are very busy during the District's normal business hours. Work may be performed during normal business hours, after hours and weekends. Contractors may want to consider performing some or all of the work after normal business hours due to difficult parking and pedestrian foot traffic. The District reserves the right to require work in some areas to be performed after hours and how to phase the work so the project has the least amount of impact on the customers and employees.

**Portable Restrooms:**

The Contractor will responsible for supplying and the servicing of 4 portable toilets at each site until project completion.

**Prevailing Wage:**

This is considered a prevailing wage job. Contractors will be required to follow and submit all required paperwork required by the Brown Act including certified payroll.

**Warranty:**

Contractor is responsible for any tile cracking, fading, grout failure, loss of gloss, and loss of adhesion for a period of one (1) year.

**Mandatory Job Walk:**

**There will be a mandatory pre-bid job walk through held at job site (2129 Chester Ave, Bakersfield, CA. 93301) on Monday, June 11, 2012 at 11:00 A.M.**

**Project Schedule**

RPF RELEASE	<b>May 24, 2012</b>
LAST DAY TO SUBMIT QUESTIONS AND APPROVED EQUALS	<b>June 11, 2012</b>
CLOSE OF REQUEST FOR PROPOSALS	<b>June 25, 2012</b>
CONTRACT AWARD	<b>July 17, 2012</b>
PROJECT COMPLETION	<b>September 17, 2012</b>

**GOLDEN EMPIRE TRANSIT DISTRICT**  
**Tile Replacement**  
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**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

### Payment Schedule and Invoicing

1. Payment for equipment, material, and services shall be made 30 days after receipt of invoice.
  - a. Proper and complete billing (including support) is received by District.
  - b. Acceptance by the District of the equipment, materials and / or services in accordance with the Scope of Work.
  - c. Contractual agreements set forth between the District and the Contractor.

### Prime Contractor and Subcontractor Payments (if applicable)

Prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from receipt of each payment the prime contractor receives from the District. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the District.

## 13. DELAYS

### a. Unavoidable Delays

If services under the contract should be unavoidably delayed, the District's Chief Executive Officer 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 General Manager 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 \$250.00 per day , each day after scheduled completion date.

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**Part II**

**General Terms and Conditions**

1. PROHIBITED INTERESTS

a. Prohibited Interest

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

b. Interest of Members of or Delegates to Congress

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

2. 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 Non-construction 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. sections 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 Contractor's 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 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 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 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.

### 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 49 U.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 these 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 but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

## 26. STATE AND LOCAL DISCLAIMER

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

## 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:	

## REFERENCES

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

**GOLDEN EMPIRE TRANSIT DISTRICT**  
**Tile Replacement**  
**Request for Proposals #G051**

**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**  
**Tile Replacement**  
**Request for Proposals #G051**

**Bid Form**

(Project must be bided at prevailing wage).

<b>Tile and Material</b>	\$ _____
<b>State Sales Tax 7.25%</b>	\$ _____
<b>Sub-Total</b>	\$ _____
<b>Tile Replacement Labor</b>	\$ _____
<b>Delivery / Freight</b>	\$ _____
<b>Other</b>	\$ _____
<b>Total Bid Price</b>	\$ _____

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 and General Terms and Conditions Part II.

\_\_\_\_\_

(Name of Firm)

\_\_\_\_\_

(Title of Signatory)

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Date)

California Contractor License # \_\_\_\_\_

**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, 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, and 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**  
**ATTACHMENT C**  
**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 subconsultants 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 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:** \_\_\_\_\_