CNG Compressor Station Dryer Upgrade
Request for Proposals #G103

Issued by:
Golden Empire Transit District
1830 Golden State Ave
Bakersfield, CA 93301

Bids must be submitted
No later than 1:00 PM (PST)
July 15, 2019

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

For further information regarding
This Request for Proposals contact Victor Honorato
Via Email: vhonorato@getbus.org

Issued: June 13, 2019
NOTICE IS HEREBY GIVEN that Golden Empire Transit District, a public transit district, is soliciting bids to replace the existing CNG Compressor Station Dryer. All in strict conformance with Contract Documents and Specifications therefor, entitled “CNG Compressor Station Dryer Upgrade RFP#G103” 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 “CNG Compressor Station Dryer Upgrade RFP#G103” Attention: Victor Honorato – “Purchasing Agent”, and filed at the offices of the Golden Empire Transit District, 1830 Golden State Avenue, Bakersfield, California, 93301-1012 at or before 1:00 PM, July 15, 2019. Copies of the Contract Documents and Specifications may be obtained on the Golden Empire Transit District website www.getbus.org or by contacting Victor Honorato, Purchasing Agent, at vhonorato@getbus.org. Bids may not be withdrawn for a period of ninety (90) days after opening. The District will not reimburse the bidders for cost incurred in the preparation of their bids. Bidders are required to submit an original written bid and one (1) copy in response to this Request for Proposals. The bid must be sufficiently detailed to enable the District staff to evaluate the project cost.

Any interpretation, correction or change of the bid documents will be made by addendum only. Interpretations, corrections or changes made in any other manner will not be binding, and bidders shall not rely upon such interpretations corrections or changes.

It is the bidder’s responsibility to continue checking the website for any updates or addenda. If you accessed this bid package from our website, we may not have you in our database. In order to ensure that you receive all updates and addenda, please contact Victor Honorato by phone at 661-869-6326 or email at vhonorato@getbus.org to verify you have been added to our database. All bidders are required to read and completely familiarize themselves with the terms and conditions of the project’s Contract Documents, Specifications, and to submit all necessary documentation required of the bidder as specified in “Part I Commercial Terms and Conditions” and “Part II General Terms and Conditions.”

DBE Participation: It is the policy of the Department of Transportation that DBE’s, as defined in 49 CFR, Parts 23 and 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. A DBE goal has not been established for this project but the Golden Empire Transit District welcomes and encourages DBE participation.

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

Confidentiality of Proposals
Access to government records is governed by the State of California. Except as otherwise required by the State of California, the Procuring Agency will exempt from disclosure proprietary information, trade secrets and confidential commercial and financial information submitted in the proposal. Any such proprietary information, trade secrets or confidential
commercial and financial information, which an Offeror believes should be exempted from disclosure, shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not assure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such.

The Offeror may (or shall) submit proprietary information, trade secrets or confidential commercial and financial information, which an Offeror believes should be exempted from disclosure, in a separate volume specifically identified and marked as such as an appendix to the proposal. The Procuring Agency shall employ sound business practices no less diligent than those used for the Procuring Agency's own confidential information. To protect the confidence of all licensed technology, software, documentation, drawings, schematics, manuals, data and other information and material provided by Offerors and the Contractor pursuant to the Contract which contain confidential commercial or financial information. Trade secrets or proprietary information as defined in or pursuant to the laws of the State of California against disclosure of such information and material to third parties except as permitted by the Contract. The Contractor shall be responsible for ensuring that confidential commercial or financial information, trade secrets or proprietary information, with such determinations to be made by the Procuring Agency in its sole discretion, bears appropriate notices relating to its confidential character.
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Sealed Bids are requested for the Specifications 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 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 one (1) copy 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 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 Bidder. 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 addendum received during the bidding shall be acknowledged in the designated space on the “Acknowledgment of Addenda” 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 the Bidder, 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 a valid offer, and may not be withdrawn for a period of ninety (90) calendar days following opening of bids, unless the Bidder is given written notice that the bid is unacceptable.

9. **EVALUATION OF BIDS**

   Bids will be evaluated by the District’s staff taking into consideration the importance of price, qualifications, experience, and other evaluation factors as stated in Section 5 of this solicitation. Receipt of any bid shall under no circumstance, obligate the District to accept the best price offering.

10. **AWARD OR REJECTION OF BID**

    a. Award of the contract shall be made to the Bidder, whose bid is determined to be the best-evaluated offer resulting from negotiation, taking into consideration the relative importance of price, qualifications, experience, references, support, service, and other evaluation factors as stated in the specifications.

    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 of the equipment, materials and/or services by the District in accordance with the Specifications / Scope of Work and Section 4. Performance Specifications.
   d. Contractual agreements set forth between the District and the Contractor.
   e. Prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from receipt of each payment the prime contractor receives from the District. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the District.

13. **DELAYS**
   a. **Unavoidable Delays**
      If services under the contract should be unavoidably delayed, the District's CEO shall extend the time for completion of the contract for the determined number of days of excusable delay. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during the Contractor’s performance. Was not caused directly or substantially by acts, omissions, negligence or mistakes of the Contractor, the Contractors subs, or their agents. Was substantial and in fact caused the Contractor to miss delivery dates, and could not adequately have been guarded against by contractual or legal means. Delays beyond control of the District or caused by the District will be sufficient justification for delay of services and Contractor will be allowed a day for day extension.
   b. **Notification of Delays**
      The Contractor shall notify the Maintenance Manager as soon as the Contractor has, or should have, knowledge that an event has occurred, which will delay delivery or installation. Within five (5) calendar days, the Contractor shall confirm such notice in writing, furnishing as much detail as available.
c. **Request for Extension**

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

14. **BOND REQUIREMENTS** *(Construction or Rolling Stock Contracts Only)*

   A. **Bid Bond:**

      1. There is no bid bond required for this project.

   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 CEO for prior written approval.

b. **District Changes**

1. No change in this contract shall be made unless the District's CEO 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 CEO.

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, both parties shall execute a detailed modification in writing. 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 of a contract are unable perform services within the stated timeframe agreed by both parties. Therefore, the District will impose a charge of $250.00 per day, each day after scheduled completion date.
GOLDEN EMPIRE TRANSIT DISTRICT
CNG Compressor Station Dryer Upgrade
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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. LOBBYING CERTIFICATION:

3. **CIVIL RIGHTS:**

The following requirements apply to the underlying contract.

(1) **NONDISCRIMINATION CERTIFICATION.** 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

(d) Veterans Employment As provided by 49 U.S.C 5325(k)
To the extent practicable, Contractor agrees that it:

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

Contractor also assures that its sub-contractor will:

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

(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.

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

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

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

8. **LIABILITIES AGAINST PROCURING AGENCY:**

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

9. **OMISSION:**

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

   In the event of any deviation between the description of the equipment in the Technical Specifications and other parts of this document, Contractor shall submit an RFI to the District for clarification and direction.

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 because 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 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 Contractor shall pay the total cost for this action.

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 per hour.

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. 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. **BREACH OF CONTRACT AND DISPUTE RESOLUTION:**

a. Disputes arising in the performance of this Contract, which are not resolved by agreement of the parties, shall be decided in writing by the authorized representative of District’s Chief Executive Officer. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the District’s Chief Executive Officer. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the District’s Chief Executive Officer shall be binding upon the Contractor and the Contractor shall abide by the decision.

b. **Performance during dispute.** Unless otherwise directed by Golden Empire Transit District, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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

d. **Remedies.** Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the District and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the District is located.

e. **Rights and Remedies.** The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the District or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.
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 AND REPORTS:**

The following access to records requirements apply to this Contract:

a. Where any Purchaser which is the FTA Recipient or a sub grantee 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.

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. GOVERNMENT WIDE DEBARRMENT AND SUSPENSION CERTIFICATION:


a. The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed $25,000 as well as any contract or subcontract (at any level) for federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from $100,000 to $25,000. These are contracts and subcontracts referred to in the regulation as “covered transactions.”

b. Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

c. Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).
21. **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.

22. **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 District's requests, which would cause the District to be in violation of the FTA terms and conditions.

23. **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.

24. **CLEAN WATER:**

   a. 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, understands, and agrees that the purchaser will report each violation as required to assure notification to FTA and the appropriate EPA regional office.
b. The contractor also agrees to include there requirements in each subcontract exceeding $100,000.00 financed in whole or in part with Federal assistance provided by FTA.

25. **CLEAN AIR:**

   a. 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, understands, and agrees that the purchaser will report each violation as required to assure notification to FTA and the appropriate EPA regional office.

   b. 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.

26. **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.

27. **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.

28. **FLY AMERICA:**

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

29. COPELAND ANTI-KICK ACT:

1. Minimum wages. 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 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at 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 paragraph (1) (iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which 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 in 29 CFR Part 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: If 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 classifications and wage rates conformed under paragraph (1)(ii) of this section) 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.

2. (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which 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 and fringe benefits therefore only when the following criteria have been met:
1. Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

2. The classification is utilized in the area by the construction industry; and

3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

4. With respect to helpers as defined in 29 CFR 5.2(n) (4), such a classification prevails in the area in which the work is performed.

a. 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 the 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, DC 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.

b. 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.

c. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, 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.

3. 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 either shall pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

4. 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.

5. The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which 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 and fringe benefits therefore only when the following criteria have been met:

   1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and

   2. The classification is utilized in the area by the construction industry; and

   3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

B. 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 the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 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.

C. 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 with 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.

D. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, 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.

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 contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor 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.** 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 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.

II. (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to Golden Empire Transit District for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a) (3)(i) of Regulations, 29 CFR part 5. 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, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

B. 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:

1. That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

2. 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 in Regulations, 29 CFR part 3;

3. 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.

C. 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 paragraph (a)(3)(ii)(B) of this section.

D. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
III. The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration 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 to make them available, the Federal agency 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 to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. **Apprentices and trainees**

   (i) **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 rate 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 journeymen 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 of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes 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.

(ii) Trainees

Except as provided in 29 CFR 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 which 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 trainee 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.

(iii) Equal employment opportunity

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. Compliance with Copeland Act requirements

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

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 Federal Transit Administration 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 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 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 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

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 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (and any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
10. **Certification of eligibility**

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who 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 CFR 5.12(a)(1).

(ii) 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 CFR 5.12(a)(1).


31. **NO GOVERNMENT OBLIGATION TO THIRD PARTIES:**

1. 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.

2. 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. **PATENT RIGHTS, RIGHT IN DATA, AND COPYRIGHT:**

Patent and rights in data requirements for federally assisted projects ONLY apply to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual.

A. **Rights in Data.** This following requirement apply to each contract involving experimental, developmental or research work:
1. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

2. The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

1. Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

2. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.
3. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

4. Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

5. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

6. Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.
7. Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

3. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

4. The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. **Patent Rights.** This following requirement apply to each contract involving experimental, developmental, or research work:

1. General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

2. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of

3. The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
PART III
SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

1. GENERAL INTENT AND INSTRUCTIONS TO PROPOSERS

Golden Empire Transit District is issuing a Request for Proposal: CNG “COMPRESSOR STATION DRYER UPGRADE” from qualified firms to supply a new natural gas dryer system at the District’s CNG compressor station. Proposals shall include all costs, technical information and details as described in this RFP. Services to be provided are described in the Scope of Work section. Proposals submitted in response to this RFP will be evaluated and judged on meeting the overall objectives of the RFP specifications while providing the best value to Golden Empire Transit District. All bids are to be submitted using the Price Bid Form in the Required Forms Section.

Contractor shall remove old dryer and related equipment, supply a new CNG gas dryer, controls and commission the equipment to the District’s satisfaction. All Contractor supplied equipment shall be new and unused. Contractor shall commission and test the dryer system upon completion to confirm compliance with all performance expectations. The Contractor will be required to pull any required City of Bakersfield, Fire Department or Building permits to complete the project.

The CNG fueling facilities are located at Golden Empire Transit District-Bakersfield Facility at 1830 Golden State Blvd., Bakersfield, CA 93301. The CNG facility provides CNG fuel for the Golden Empire Transit CNG bus fleet located at the facility.

History

Golden Empire Transit has been operating a CNG facility with CNG compressors for the past 22 years and currently has about 88 transit buses using about 8000 DEG per day. The existing 1400-scfm compressors are adequate to meet current and future transit bus fueling demands with 2 compressors operating and third compressor in standby mode.

The CNG fueling station has an existing twin tower Lectrodryer gas dryer. This upgrade project consists of replacing the CNG gas dryer and all related equipment. This project may include modifying the existing piping to connect the new dryer equipment and other related station modifications to meet current regulatory codes.
2. TECHNICAL SPECIFICATIONS

2.1 General

The following requirements have been limited to operational and technical related matters directly associated with the replacement of the current dryer equipment, installation, testing and, operation of the facilities.

1. Provide proposed equipment submittals to GET for approval prior to purchase.
2. Purchase and deliver a new compressed natural gas dryer system sized appropriately for the District's existing equipment demands and throughput.
3. Installation of a new dryer and related equipment in conformance with all Federal, State, Fire and Local regulations.
4. Decommission, remove and dispose of existing Lectrodyer and related equipment.
5. Disposal of all Lelectrodyer equipment including electrical and controls.
6. Replace or modify piping for installation of new dryer system.
7. Start up the new dryer system and check performance.
11. Obtain any Bakersfield City, Local Fire Department, State Fire Marshall, SJVAPCD, and etc. signoff on all permits and Obtain Permit to Operate.

2.2 Project Goals and Objectives

The intent or purpose of the project is for the Contractor to provide, deliver, install, and test the new compressed natural gas dryer system and any upgraded required equipment to meet regulatory, building or fire codes at the Golden Empire Transit fueling facility. The upgraded CNG dryer shall have the capability of providing enough gas throughput to supply two 1400 scfm compressors @ 4500 psig of fast fill temperature compensated 3600-psig pressure CNG over an 10 hour period on a daily basis from compressors A and B. The new CNG dryer and modifications will be installed in the current existing Lectrodyer footprint.

The Contractor’s work shall be performed during non-fueling hours and not interfere with the District’s nightly fueling obligations. Two compressors must remain in operation at all times and construction should have a minimal impact to the facility operations. The CNG fueling
facilities must also have minimum impact on surrounding neighbors and property owners relative to safety hazards, noise, liquid waste, and odors. The Contractor is required to install equipment and modifications meeting the latest editions of the 2019 CA Building Code, 2019 California Fire Code, and CA DOSH Title 08, as interpreted by the Bakersfield Building/Safety Department, and the Bakersfield Fire Department. It is the Contractor's obligation to determine all of the appropriate regulations.

2.3 GOLDEN EMPIRE TRANSIT'S RESPONSIBILITY

GOLDEN EMPIRE TRANSIT will provide the following specific services in support of the project:

2.3.1 Approval of the final location of the new CNG dryer system and any related station modifications, control panels and electrical components.

2.3.2 Approval of all project inspection conditions imposed by city, county and state agencies.

2.3.3 Approval of all submittals for vendor equipment selected by the Contractor. Approval of equipment and materials.

2.3.4 Approval of all project schedule.

2.3.5 Isolating and tagging equipment and systems for shutdown and taking out of service for contractor modification and upgrades.

2.3.6 Periodic inspections and project meetings during construction.

2.3.7 Approval of final acceptance and start-up testing for performance and function verification.

2.3.8 Upon completion of the project and during testing, all labor, and supporting resources to operate the CNG dispensers during bus filling operations on a daily basis.

2.4 CONTRACTOR’S RESPONSIBILITY

The Contractor shall be responsible for any planning, designing, engineering, fabrication, installation, construction, and testing of the new gas dryer system and upgrades to the CNG fueling station.

Additional responsibilities include the following:

2.4.1 Submittal of any required drawings, specifications, calculations, and all other related documents, scheduling permit inspections, and final signoff of permits.

2.4.2 Purchase and install the new gas dryer equipment.
2.4.3 Provide all installation of any electrical conduit and electrical substructures.

2.4.4 Provide all modifications of existing piping to install dryer.

2.4.5 Install additional gas detection monitors or upgrade system if required.

2.4.6 Conduct tests to insure the complete fueling station meets or exceeds the performance expectations.

2.4.7 Coordinate with GOLDEN EMPIRE TRANSIT to minimize disruptions to bus operations.

2.4.8 Obtaining the modified CNG station “Permit to Operate” from the City of Bakersfield.

2.4.9 As built drawings at the completion of the project to be provided to Golden Empire Transit in the forms as follows but not limited to:
   - AUTO CAD
   - BOUND HARD COPY

2.4.10 Provide three bound copies of Operations and Maintenance Manuals for the CNG dryer.

2.4.11 Detailed training programs for GOLDEN EMPIRE TRANSIT staff after the completion of the project as defined in Section 2.16.3.

2.5 Electrical Power Supply

There is existing PG&E 12 KV service located on the property with a 1200 KVA, 12 KV to 4160V transformer. Additionally, a 480-volt service is located at the CNG station and existing gas dryer.

2.6 Summary of Work

The following is a general list that includes, but is not limited to, significant components in the project. The list is only to be used as a guide by the Contractor to determine a complete list of the final detailed scope of work.

2.6.1 Become familiar with the GOLDEN EMPIRE TRANSIT’S CNG Facility existing bus fueling and cueing operations.

2.6.2 Become familiar with GOLDEN EMPIRE TRANSIT’S CNG bus fueling operations requirements, and system fueling requirements.

2.6.3 Verify location of electrical power system.

2.6.4 Acquire new gas dryer and related components for a complete dryer system upgrade.

2.6.5 Complete installation, modification and upgrades to the existing CNG fueling station, including any foundations, walls,
anchoring, electrical systems, control systems, grounding, excavation and backfill, paving repair, safety signs, and existing gas detection modifications and alarm system.

2.6.6 Conduct system performance testing for the new gas dryer system.

2.6.7 Train GOLDEN EMPIRE TRANSIT on site personnel on the mechanical, electrical, maintenance and safety equipment operation.

2.7 Special Requirements

The proposer shall have a current California Class “A” contractor’s license. All equipment and material must be new and unused. All construction activities must be performed by Contractors and subcontractors bonded and properly licensed for this type of work in the State of California.

Each Contractor person working on compressed natural gas systems, high-pressure tubing and or piping shall have completed training from their employer or equipment manufacturer denoting attendance at a training class.

All Contractor welders shall be certified to weld carbon steel pipe for high-pressure gas service per ANSI B 31.3 criteria. All pipe welds must be pressure tested and x-rayed by a certified third party at the Contractor expense. All testing documentation must be submitted to the District at the end of the project.

The Contractor will be responsible for any required testing for the new gas dryer installation such as but not limited to anchor pull test, compaction, x-ray, pressure testing ultra-sound, etc.

2.8 Construction Hours

Contractor’s construction activities shall not interfere with the daily operation of the bus site and bus queuing operations. GOLDEN EMPIRE TRANSIT will appoint a liaison person to interface daily with the Contractor. Construction activities shall be restricted to between 6 AM and 5 PM Monday thru Friday, unless otherwise approved by GOLDEN EMPIRE TRANSIT.

2.9 Contractor’s Work Areas

Contractor’s staging area will be limited within the bus storage yard and GET will determine the size and yard location for the Contractors equipment. The Contractor will be solely responsible for that area and the equipment and materials stored in staging area, as well as its tools and
supplies and safety of its personnel. Contractor personnel must sign in each day before entering GOLDEN EMPIRE TRANSIT property.

The Contractor will be responsible for providing portable restroom and wash facilities for construction employees during the project.

2.10 GOLDEN EMPIRE TRANSIT’S Safety Rules and Safety Program

During construction, the Contractor, subcontractors, and all of its personnel must observe and obey all construction safety rules and regulations prescribed by Cal – OSHA.

Any crane lifts such as the dryer must be approved by GOLDEN EMPIRE TRANSIT 24 hours before the planned lift.

Contractor shall have weekly safety meeting during the course of the project and shall provide a copy of the schedule and topics to Golden Empire Transit at the start of the project.

Contractor shall adhere to all of Golden Empire Transit’s safety requirements, which shall include a requirement that all personnel wear identification badges, reflective safety vests, hardhats, goggles, hearing protection and obeying 6 MPH speed limits and traffic patterns within the facility as required.

The Contractor is responsible for communicating daily with the District’s representative at the end of the workday regarding any critical safety issues with the project area such as locked and tagged out valves and electrical, vehicle barricades, safety tapping, etc.

2.11 Pollution and Environmental Controls

Contractor must ensure that during construction, noise and dust levels are within the allowable limits set by regulatory agencies such as the SJVAPCD, CAL-OSHA and local governing agencies. All Contractor motorized equipment shall be operated in a manner minimizing exhaust emission pollutants such as smoke and particulate matter.

The Contractor, Sub-Contractors, Employees and third party contractors working on the District’s property must complete the District’s one-hour environmental awareness training provided by the District’s staff before performing any duties on property. All contractor and their employees shall adhere to all of Golden Empire Transit’s safety and environmental requirements.

The Contractor is expected to separate recyclable materials during construction and properly dispose the recyclable materials in the District’s recycling receptacles. Large recyclable materials must be removed from the District’s property and properly recycled by at the Contractor expense.
2.12 Site Cleanup

The Contractor shall, at the end of each workday, clean the job site and store all equipment and material in a neat and orderly manner. The Contractor shall remove all waste on a timely basis, but not exceeding 5 working days, from the site. Construction equipment must be stored in designated areas. At the completion of the project, Contractor shall clear and clean the job site within 48 hours of final acceptance by GOLDEN EMPIRE TRANSIT.

2.13 Project Schedule

The project shall be completed within 120 calendar days from the date when the District issues the “Notice to Proceed.” The Contractor shall submit an estimated project schedule in the submitted proposal. The Contractor shall complete all work including testing, an issued permit to operate and GOLDEN EMPIRE TRANSIT’S acceptance by the completion date on the contract to avoid any penalties. During the course of the project, if the schedule cannot be maintained, the Contractor shall notify GOLDEN EMPIRE TRANSIT immediately per contractual requirements.

2.14 Permits

The Contractor is responsible for applying and pulling any required permits from the City of Bakersfield, State of California, State or Local Fire Department or any other regulatory agency that would require permits to obtain a permit to operate.

2.15 Existing CNG Dryer Station Equipment

The station dryer is a twin tower automatic Lectrodryer model #GAS-CC-300-C with a maximum pressure of 500psi. The Lectrodryer operates on a 460-volt electrical service

2.16 CNG Operational Requirements

2.16.1 General
The Contractor must provide a gas dryer and related equipment that doesn’t compromise the current performance of the compressor station equipment. The dryer equipment must be capable of a performance that is equal to or exceeds the current performance of the CNG station.

2.16.2 Codes and Standards

The system shall be installed in full compliance with the latest edition of the applicable sections of the following codes, standards, and guidelines. Where conflict exists, CONTRACTOR shall follow the most stringent or the direction of the Authority Having Jurisdiction (AHJ).

- State of California Department of Health and Safety - Title 8 Article 7
- 2019 California Building code
- 2019 California Fire Code
- National Fire Protection Association (NFPA 52-2010)
- American National Standards Institute (ANSI)
- American Society of Testing Materials (ASTM)
- American Institute of Steel Construction (AISC)
- American Welding Society (AWS)
- National Institute of Standards and Testing (NIST)

- California Code of Regulations (CCR)
- National Electric Code (NEC)
- San Joaquin Air Pollution District (SJVAPCD)
- American Concrete Institute (ACI)
- National Electrical Manufacturers Association (NEMA)
- Underwriters Laboratory (UL)
- Factory Mutual (FM)
- American Gas Association Natural Gas Vehicle (AGA-NGV)
- International Approval Services (IAS)
- Instrument Society of America (IAS)
2.16.3 Training

The Contractor shall provide adequate training so GET personnel can operate all the new gas dryer system and components. This cumulative training shall not be less than two full-8 hour days for 10 people each day. Contractor shall also provide 3 copies of the project drawings, equipment manuals, and operations/maintenance manuals to GET that will be used as part of the training program. GET will provide the training location and classroom facility.

3. MAJOR EQUIPMENT SPECIFICATIONS

3.1.1 General

Contractor to provide, deliver, install, and test the new compressed natural gas dryer system and any upgraded required equipment to meet regulatory, building or fire codes at the Golden Empire Transit fueling facility.

3.1.2 Requirements

1. Installation of a new dryer and related equipment in conformance with all Federal, State, Fire and Local regulations.

2. Decommission, remove and dispose of existing Lectrodyer and related equipment.

3. Disposal of all Lelectrodryer equipment including electrical and controls.

4. Replace or modify piping for installation of new dryer system.

5. Start up the new dryer system and check performance.

6. Obtain any Bakersfield City, Local Fire Department, State Fire Marshall, SJVAPCD, and etc. signoff on all permits and Obtain Permit to Operate.

3.1.3 Gas Dryer

The new gas dryer size and design must provide outstanding performance with an anticipated life span of 15 years. The design shall be an inlet gas dryer with a heated regeneration and meets ISO 15403:2000(E).
4. PERFORMANCE SPECIFICATIONS

4.1 The Contractor must conduct system performance test during initial start-up. The dryer must be able to supply enough gas to the station compressors without a reduction in current gas flow and / or pressure.

4.2 The gas dryer must be able to perform a regenerating cycle in a reasonable amount of time that is acceptable to the District.

4.3 Gas Dryer must pass an operation acceptance test of 10-days of continuous service without any fault or performance being affected.

4.4 If Gas Dryer faults out, the contractor will make adjustments or repairs and the 10-day test will begin again.

4.5 After 10-days of continuous service without fault or performance being affected, the Gas Dryer will be considered accepted.

5. EVALUATIONS OF BIDS:

Proposals will be evaluated on the criteria set forth below. The maximum score for a proposal will be 100 points, which will be allocated as follows:

1. Design, Functionality, and Reliability (10 Points)
2. Qualifications and Experience (20 Points)
3. Proposed Total Price and Install Schedule (60 Points)
4. References for Similar Projects (5 Points)
5. Compliance with all Certifications, Forms & DBE Participation (5 Points)

Opening of Proposals

Proposals will not be publicly opened. All proposals and evaluations will be kept strictly confidential throughout the evaluation, negotiation and selection process. Only the members of the Selection Committee and Evaluation Team and other Procuring Agency officials, employees and agents having a legitimate interest will be provided access to the proposals and evaluation results during this period.

Evaluation Committee

An Evaluation Committee will be established. The Committee will make all decisions regarding the evaluations, determination of responsible Offerors and the competitive range, negotiations and the selection of the Offeror, if any, that may be awarded the Contract. The Evaluation Committee will include employees of the Procuring Agency. The Evaluation Committee will carry out the evaluations and report all of its findings for final approval.
Proposal Selection Process
An award, if made, will be to a responsible Offeror for a proposal, which is found to be in the Procuring Agency's best interest, price, and other evaluation criteria considered.

Evaluation of Competitive Proposals
The approach and procedures are those, which are applicable to a competitive negotiated procurement whereby proposals are evaluated to determine which proposals are within a competitive range. Discussions and negotiations may then be carried out with Offerors within the competitive range, after which Best and Final Offers (BAFO) may be requested. However, the Procuring Agency may select a proposal for award without any discussions or negotiations or request for any BAFO(s). Subject to the Procuring Agency's right to reject any or all proposals, the Offeror will be selected whose proposal is found to be most advantageous to the Procuring Agency.

Evaluation Procedures
All aspects of the evaluations of the proposals and any discussions/negotiations, including documentation, correspondence and meetings, will be kept confidential during the evaluation and negotiation process. Proposals will be analyzed for conformance with the requirements of the RFP and Contract documents. Proposals that do not comply with these requirements and do not include the required forms may be rejected as insufficient or not be considered for the competitive range.
REQUIRED FORMS
RETURN THIS FORM WITH YOUR BID

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 myself with the terms and conditions of the contract, the conditions affecting the performance of the contract, the scope of work to be performed, 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 any addenda.

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 _________________________________, 2019

NAME OF BIDDER: ________________________________________________

CORPORATE OR COMPANY NAME: _______________________________________

ADDRESS: __________________________________________________________

TELEPHONE: ____________________________ FAX: _________________________

SIGNATURE: ____________________________ DATE: ________________________
ACKNOWLEDGMENT OF ADDENDA
The following form shall be completed and included in the Bid.

Failure to acknowledge receipt of all addenda may cause the proposal to be considered nonresponsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Offer.

ACKNOWLEDGMENT OF ADDENDA
The undersigned acknowledges receipt of the following addenda to the documents:

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Offeror: ____________________________
Name

Street Address

City, State, Zip

Signature of Authorized Signer

Title

Phone
CERTIFICATE OF NONDISCRIMINATION

Respondent hereby certifies under penalty of perjury under the laws of the State of California, that it does not unlawfully discriminate against any employee or applicant for employment with regard to race, color, religion, sex or national origin, ancestry, physical handicap, medical condition, marital status, or age; that it is in compliance with all applicable federal, state, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment. Respondent and its sub-consultants shall employ with the provisions of the Fair Employment and Housing Act (Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder 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
Certification requirement for procurement of construction materials 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 microcomputer equipment, software, and small purchases (currently less than $100,000) made with capital, operating or planning funds.

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.


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_________________________________________________________________________

Title____________________________________________________________

RETURN THIS FORM WITH YOUR BID
BUY AMERICA CERTIFICATE
Equipment, Materials and Services
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 statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for default.

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

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

Signature and Title of Authorized Official
RETURN THIS FORM WITH YOUR BID

DEBARMENT AND SUSPENSION CERTIFICATION (LOWER TIER COVERED TRANSACTION)

The prospective lower tier participant (Offeror) certifies, by submission of this Offer, that neither it nor its “principals” as defined at 49 C.F.R. § 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the prospective lower tier participant (Offeror) is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so, by placing an “X” in the following space ________.


___________________________ Signature of the Bidder or Offeror’s Authorized Official

___________________________ Name and Title of the Bidder or Offeror’s Authorized Official

___________________________ Date
RETURN THIS FORM WITH YOUR PROPOSAL

LOBBYING CERTIFICATION

The Bidder or Offeror certifies, to the best its 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 a Federal department or agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification thereof.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction, as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

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


Signature of the Bidder or Offeror’s Authorized Official _____________________________

Title of the Bidder or Offeror’s Authorized Official _____________________________

Date ___________________________
RETURN THIS FORM WITH YOUR BID

NON-COLLUSION AFFIDAVIT

This affidavit is to be filled out and executed by the Proposer; if a corporation makes the bid, then by its properly executed agent. The name of the individual swearing to the affidavit should appear on the line marked “Name of Affiant.” The affiant’s capacity, when a partner or officer of a corporation, should be inserted on the line marked “Capacity.” The representative of the Proposer should sign his or her individual name at the end, not a partnership or corporation name, and swear to this affidavit before a notary public, who must attach his or her seal.

State of ___________________________, County of ___________________________

I, ____________________________, being first duly sworn, do hereby state that

(Name of Affiant)

I am ____________________________ of ____________________________

(Capacity) (Name of Firm, Partnership or Corporation)

whose business is ____________________________

and who resides at ____________________________

and that ____________________________

(Give names of all persons, firms, or corporations interested in the bid)

is/are the only person(s) with me in the profits of the herein contained Contract; that the Contract is made without any connection or interest in the profits thereof with any persons making any bid or Proposal for said Work; that the said Contract is on my part, in all respects, fair and without collusion or fraud, and also that no members of the Board of Trustees, head of any department or bureau, or employee therein, or any employee of the Authority, is directly or indirectly interested therein.

_______________________________________________ __________________________
Signature of Affiant Date

Sworn to before me this _________ day of ____________________________, 20____.

_______________________________________________ __________________________
Notary public My commission expires Seal
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.
RETURN THIS FORM WITH YOUR BID

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: ________________________________

*N/A if not a qualifying DBE
RETURN THIS FORM WITH YOUR BID

Bid Form

Golden Empire Transit District (Award of the contract shall be made to the responsible Contractor, whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price, qualifications, product quality, experience, references support, service, and other evaluation factors. Receipt of any bid shall under no circumstance obligate the District to accept the best price offering.

Equipment Cost $__________

Labor Cost $__________

Delivery $__________

Subtotal $__________

Sales Tax $__________

Total Bid Price $__________

NAME OF BIDDER: ____________________________________________

CORPORATE OR COMPANY NAME: ________________________________

CONTRACTOR LICENSE(S) ________________________________

ADDRESS: ___________________________________________________

TELEPHONE: __________________________________________________

FAX: _________________________________________________________

DATE: _______________________________________________________

SIGNATURE: ________________________________________________
### Project Schedule

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<td>June 25, 2019</td>
<td>Last Day to Submit Questions</td>
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<tr>
<td>July 2, 2019</td>
<td>GETD’s Response to Questions</td>
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<td>July 15, 2019</td>
<td>Bid Due Date</td>
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<tr>
<td>August 21, 2019</td>
<td>Contract Award</td>
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<tr>
<td>December 19, 2019</td>
<td>Project Completion Date</td>
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CONSLER CORPORATION
300 W. MAIN STREET, HONEOYE FALLS, NY 14472
716-624-1330 (IN USA 800-321-4789)
LECTRODRYER

NATIONAL BOARD

CERTIFIED BY
LECTRODRYER DIVISION
AJAX MAGNETHERMIC CORP.
RICHMOND, KY

500 PSIG @ 650 °F

PSIG @ °F

(MAX. ALLOWABLE WORKING PRESSURE)

-20 °F @ 500 PSIG

(MIN. DESIGN METAL TEMPERATURE)

10411
Serial Number
1957
Year Built