GOLDEN EMPIRE TRANSIT DISTRICT
CAD / AVL MEDIA SYSTEM
REQUEST FOR PROPOSALS #G119

Issued by:

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

Proposals must be submitted
No later than 1:00 PM (PST)
November 17, 2020

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

For further information regarding this
RFQ contact Victor Honorato
Via Email: vhonorato@getbus.org 661-324-9874 or on the
Golden Empire Transit District website – www.getbus.org

Issued: October 13, 2020
NOTICE IS HEREBY GIVEN that sealed proposals are invited by the Golden Empire Transit District, a public transit district, for an CAD / AVL Media System, all in strict conformance with Contract Documents and Specifications therefore, entitled “CAD / AVL Media System RFP# G119” 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 “CAD / AVL Media System RFP# G119”- 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, November 17, 2020.

Copies of the Contract Documents and Specifications may be obtained by emailing Victor Honorato at vhonorato@getbus.org or on Golden Empire Transit’s website www.getbus.org. No proposal may be withdrawn for a period of one hundred and twenty (120) days after opening. The District will not reimburse the proposer for cost incurred in the preparation of their proposals.

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 If for any reason the aforementioned financial assistance is withdrawn, then the District may withdraw this “Request for Proposals” and/or terminate any Contract entered into in accordance with these Contract Documents and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

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

The District reserves the right to postpone proposal opening, accept or reject any and all proposals and to waive any informality in any proposal, all as the District deems to being in its own best interests. The District expects to award to the firm whose proposal is most advantageous to the Golden Empire Transit District.

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.
Table of Contents

Introduction

Purpose

Project Scope of Work

Project Requirements

Vehicle Information and Quantities

Project Timeline

Proposal Content

Proposal Evaluation

Commercial Terms and Conditions Part I

General Terms and Conditions Part II

Required Forms

References
INTRODUCTION
The Golden Empire Transit District (“GETD”) was formed in July 1973 and is the primary public transportation provider for the Bakersfield Urbanized Area. It is the largest public transit system within a 110-mile radius and the District’s boundaries includes all of the area within the Bakersfield city limits as well as adjacent unincorporated areas. The area within the District’s boundaries is 160 square miles. The population of the District is nearly 500,000.

The District operates a fleet of (85) 40-foot compressed natural gas buses on 14 fixed routes and provides paratransit transportation for ADA-eligible persons with a fleet of (21) compressed natural gas paratransit vehicles. In 2019, the District implemented a new micro transit service operating (8) Ford Transit Vans for the premium transit service.

PURPOSE
The District purchased a CAD / AVL system in 2014 for all 88 fixed route buses. The system offers customers route arrival and departure information both onboard vehicles and through a smart phone app. The CAD / AVL system was purchased and installed in 2014. The system has proven to be reliable, so the District desires to expand the system to include on-board screens to further the customer’s transit experience and potentially generate additional revenue for the District.

PROJECT SCOPE OF WORK
This request for proposals document contains equipment specifications and requirements for a desired stand alone or integrated CAD / AVL Media System. All materials or features not specifically mentioned which are necessary in order to provide a complete system shall be provided by the Contractor to provide a turnkey system at a fixed price. Contractor must describe any non-compliance with the specifications and provide adequate information for the non-compliance items.

The Contractor shall provide all necessary hardware, software, system integration, and installation training technical support to provide a turnkey CAD / AVL media system.

The system should be capable of pulling GPS coordinates and vehicle stop information directly from the existing AVL system designed by Connexionz, or be a stand-alone GPS that would exclusively provide visual stop location based advertising services. The system must allow any bus to be assigned on any route at any time without reprogramming the advertising or route information. The system shall recognize its location and automatically adjust to the assigned route information and advertising associated with the route.

Integration with the existing AVL system is preferred.
PROJECT REQUIREMENTS

- Allow the District to increase the transit customers experience by communicating additional information through a media system.
- The District desires to use the system for public service announcements, commercial advertising and route information by GPS.
- The system shall be programmable by the District’s staff to provide both video and still photo advertisements. Must have the ability to easily edit and wirelessly upload these features is also required. GETD requires the ability to program this system with exclusive content, and is not interested in content created by any bidder or subcontractor of any bidder.
- The system shall include (2) two 20” monitors. One installed on the back of the electrical equipment enclosure and at the rear door mounted from rail to rail or to the ceiling. Final location and mounting is subject to District approval.
- The system shall include a Panorama LGMM4-6-60 cellular antenna mounted on the roof of the vehicle and connected to the Cradlepoint 1700 router previously installed on the vehicle. Final installation location is subject to approval by the District.
- The Contractor shall supply a Panorama CM4-24-58-2RPSP Wi-Fi antenna. The antenna shall be install about mid –point of the bus and connected to the Cradlepoint 1700 router previously installed on the vehicle. Final installation location is subject to approval by the District.
- The system is preferred to be integrated with the current Connexionz CAD/AVL system by the Contractor. The Contractor will be responsible for providing all real time passenger information software licensing and technical support for 3 years.
- The system equipment should be able to operate on either 12 volt or 24 volt systems.
- The system equipment must be designed to operate on typical public transit bus environment and be able to withstand the harsh daily service environment including dust, extreme heat or cold temperatures, humidity, vibration and shock.
- Monitor housings may be necessary to meet the harsh operating environment conditions. All monitor enclosures (if applicable) shall be water proof, graffiti resistant and resist damage from impact.
- The Contractor will be responsible for staff training including (6) Marketing and (2) IT staff members. The Contractor shall provide a cost for the training including the number of hours estimated for the training. All Operation, Maintenance and Parts manuals shall be provided by the contractor both in hard copy and electronic form.
- The Contractor shall submit documentation for each bus model of the electrical wiring and components installed. Contractor will provide information to the District’s project manager for approval before installing equipment.
- The Contractor will be responsible for receiving acceptance by the GETD Project Manager or his or her designee of any wiring or component installation on each bus.
- Each bus will be tested on route with GPS advertising enabled to verify the announcements are correct and accurate. This is required before final project acceptance.
**VEHICLE INFORMATION AND QUANTITIES**

(24) 2018 New Flyer Xcelsior 40ft. Low Floor Bus  
(10) 2014 New Flyer Xcelsior 40ft. Low Floor Bus  
(5) 2013 New Flyer C40LF 40ft. Low Floor Bus  
(12) 2012 New Flyer C40LF 40ft. Low Floor Bus  
(2) 2011 New Flyer C40LF 40ft. Low Floor Bus  
(5) 2010 New Flyer C40LF 40ft. Low Floor Bus

A total of 58 buses are required to be upgraded with the new media system.

**Bus Interior Pictures**

![New Flyer Xcelsior Interior](image1) ![New Flyer C40LF Interior](image2)

**Wi-Fi Antenna Information**

Panorama CM4-24-58-2RPSP link [here](#)

**Cellular Antenna Information**

Panorama LGMM4-6-60 link [here](#)

**Spare Parts**

The following parts shall be supplied with the project for spares.

1. Two (2) spare 20” Monitors and protective enclosures, (if applicable).
2. Two (2) spare Panorama CM4-24-58-2RPSP Wi-Fi antennas.
3. Two (2) spare Panorama LGMM4-6-60 cellular antennas.
**Warranty**
The contractor shall provide a one year workmanship and equipment warranty from the date of project acceptance.

**PROJECT TIMELINE**

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
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<tbody>
<tr>
<td>October 13, 2020</td>
<td>RFP Solicitation</td>
</tr>
<tr>
<td>November 3, 2020</td>
<td>Last Date for Questions and Clarifications</td>
</tr>
<tr>
<td>November 17, 2020</td>
<td>RFP Due Date</td>
</tr>
<tr>
<td>December 10, 2020</td>
<td>Proposed Contract Award Date</td>
</tr>
<tr>
<td>March 31, 2021</td>
<td>Project Completion</td>
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</tbody>
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**PROPOSAL CONTENT**

Submitted proposals must follow the outline below and all requested information must be supplied. Failure to submit proposals in the required format may result in disqualification from the proposal evaluation.

**Format**

Each proposal must be submitted in two parts:
- Part I – Technical Proposal
- Part II – Cost Proposal

**Part I – Technical Proposal**

Cover Letter – Must include the name, address and telephone number of the company, and be signed by the person or persons authorized to represent the firm.

Introduction – Contents to be determined by the bidder.

Project Analysis – Provide an explanation and interpretation of the problem areas described in this RFP.

Work Program – Describe the work or tasks to be performed, including sequence of work activities, dependences and significant completion dates for major products.

Project Management – Describe the proposed management structure and the level of project management involvement. Describe the procedures to be utilized during the project, including a diagram of workflow and interface points.

Assigned Personnel – Identify the principals having primary responsibility for implementing the proposal. Discuss their professional and academic backgrounds. Provide a summary of similar work they have previously performed. List the amount of time each principal will spend on the project. Describe the responsibilities and capacity of the technical personnel involved.
Schedule – Provide an estimated project schedule from “Notice to Proceed” to project completion. List proposed schedule activities, including labor hours.

Subcontractors – If subcontractors are to be used, identify each of them in the proposal. Describe the work to be performed by them and the number of hours they will devote to the project. Provide a list of their assigned staff and their qualifications.

Contractor References – Provide a summary of the firm’s relevant background experience. Discuss the applicability of such experience to this RFP. Include examples of projects completed for other similar agencies that are of similar nature and a contact person for each of those clients.

Additional Information – Provide other essential data that may assist in the evaluation of this proposal.

**Part II Cost Proposal**

Name, Address, and Phone Number of Bidder.

The Cost/Price format for the Proposal must be as follows:

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<tr>
<th>Tasks</th>
<th>Price</th>
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</table>

Total cost must be clearly indicated at the end of the cost proposal.

Cost must include a breakdown by the following categories:

- Labor – List and hourly labor rate.
- Supplies and Equipment - Provide an itemized list of supplies to be used.
- Subcontractor Costs – Identify subcontractors by name, list their labor rate per hour and the number of hours for their services.
- Travel Costs – Identify estimated travel costs, including the number of trips required, destinations, and approximate cost of travel.
- Training Costs – Include hourly rate and total number of hours.
- Freight Costs – Include an estimated cost for shipping materials and supplies.
- Software and Licensing Fee - Include cost for 3 years of software licensing and Technical support (if applicable)
- Miscellaneous Costs – Itemize any miscellaneous costs (if any)

It is expected that general overhead, and administrative costs are included in the hourly rate for labor. Bids submitted will be held to the total cost given in the response quote. It will be assumed that contingencies and/or anticipated escalations are included. No additional funds will be paid above and beyond the original quote given by the bidder.
PROPOSAL EVALUATION

An evaluation team comprised of representatives from the District will evaluate all proposals to determine responsiveness to the RFP. The evaluation team will recommend the section of the responsible Proposer whose proposal is the most advantageous to the District. The District may not necessarily make an award to the proposer with the highest ranking nor award to the proposer with the lowest price proposal if doing so would not be in the overall best interest of the District.

The overall criteria listed below are in relative order of importance. As proposals are considered by the District to be more equal in their technical merit, the evaluated cost or price becomes more important so that when technical proposals are evaluated as essentially equal, cost or price may be the deciding factor.

- Quality of Equipment
- Contractor Qualifications and Experience
- Proposal Presentation and Thoroughness, approach to providing services and ability to provide services.
- References
- Project Schedule
- Proposed Cost

The evaluation team may wish to interview bidders with scores above the natural break. Should the interview process take place the results of the interview will carry great weight in the selection process. The District reserves the right to make a selection solely on the basis of the proposals without further contact.
PART I
COMMERCIAL TERMS AND CONDITIONS
(Equipment, Materials and Services)

Proposals are requested.

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, impost, revenues, excise or other taxes, which are now or which may hereafter be imposed by Congress, by a state or any political subdivision hereof and applicable to the sale or the material delivered as a result of bidder's proposal and which, by the terms of the tax law, must be passed directly to GET and will be paid by GET.

2. FORM OF BIDS
   Bids shall be submitted as a cost proposal furnished by the bidder.

3. RECEIPT OF BIDS
   a. Sealed PROPOSAL, an original and one 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.
      (There will not be a public opening for this RFP)

   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.

3. 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.
4. APPEAL PROCEDURES

The District in writing 10 workdays before bid opening must receive requests for approved equals, clarifications of specifications, and protest of specifications. 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’s Chief Executive Officer and only in the form of written addenda mailed or otherwise delivered to the address of record of each Contractor. Each addendum will be numbered and dated. Under extreme circumstances, an addendum may be in the form of a telegraph. Oral statements or any instructions in any form, other than addenda as described above, shall have no consideration.

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

7. RECEIVING BIDS

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

8. WITHDRAWAL OF BIDS

Bids may be withdrawn only by signature of Contractor, provided the request is received by the person whose duty it is to open bids prior to the time fixed for bid opening. Each bid opened will be considered to be a valid offer, and may not be withdrawn for a period of thirty (30) calendar days following opening of bids, unless the Contractor is given written notice that the bid is unacceptable.

9. EVALUATION OF BIDS

Bids will be evaluated as stated in the Scope of Work.
10. **AWARD OR REJECTION OF BID**

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

b. 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.

c. 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.

10. **PRE-CONTRACTUAL EXPENSES**

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

12. **PAYMENT**

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

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

13. **DELAYS**

a. **Unavoidable Delays**

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

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

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

14. INSURANCE

a. During the performance hereunder and at Contractor's sole expense, Contractor shall procure and maintain the following insurance and shall not of its own initiative cause such insurance to be cancelled or materially changed during the course of herein contract for bid.
   1. Workers' Compensation Insurance with the limits established and required by the State of California;
   2. Employers' Liability Insurance with the limits set forth below;
   3. Comprehensive General Liability, Product/Completed Operations Liability, Contractual Liability, Independent Contractors Liability, and Automobile Insurance with at least the following limits of liability:
      a. Primary Bodily Injury Liability limits of $1,000,000 per occurrence;
      b. Primary Property Damage Liability limits of $1,000,000 per occurrence.

b. Prior to the District's issuance of a contract, the Contractor must furnish to the District a Certificate of Insurance which shall certify the Contractor's insurance policy adequately covers the above listed requirements. Documents may be delivered or mailed to said office. Language on the certificate shall confirm the following:
   1. The District is designated as an additional insured on the Comprehensive Liability and Automobile Liability Insurance described hereinabove.
2. The coverage shall be primary as to any other insurance with respect to performance hereunder.

3. Thirty (30) days written notice of cancellation or material change to District.

15. LIQUIDATED DAMAGES

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

a. Prohibited Interest

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

b. Interest of Members of or Delegates to Congress

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

2. CIVIL RIGHTS.

The following requirements apply to the underlying contract:

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

(2) Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying contract:

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

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

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

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

3. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

A. Overtime Requirements.

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

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

C. Withholding for Unpaid Wages and Liquidated Damages.

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

D. Subcontracts.

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

4. NONCONSTRUCTION CONTRACTS

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

B. Contract Work Hours and Safety Standards Act.

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

C. Subcontracts.

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

5. DISADVANTAGE BUSINESS ENTERPRISE

Golden Empire Transit District shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The recipient’s DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Golden Empire Transit District of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may in appropriate cases, refer the matter for

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

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

6. **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, judgements, costs, and expenses, which may accrue against the District arising out of or resulting from the Contractor's acts or omissions, including acts or omissions of its employees, servants and agents.

7. **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.

8. **PRIORITY**

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

9. **PRICE ADJUSTMENT FOR REGULATORY CHANGE**

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

a. The District may require the Contractor, or its designated representative, to perform the repairs after nonacceptance or the work may be done by the District's personnel with reimbursement by the Contractor.

b. **Repairs by Contractor**

1. If the District requires the Contractor to perform repairs after nonacceptance of the equipment, the Contractor's representative must begin work within five (5) working days after receiving written notification from the District of failure of acceptance tests. The District shall make the equipment available to complete repairs timely with the Contractor repair schedule.

2. The Contractor shall provide, at its own expense, all spare parts, tools, and space required to complete the repairs.

c. **Repairs by District**

1. **Parts Used:** If the District decides to perform the repairs after nonacceptance of the equipment, it shall correct or repair the defect and any related defects using Contractor-specified parts available from its own stock or those supplied by the Contractor specifically for this repair. Reports of all repairs covered by this procedure shall be submitted by the District to the Contractor for reimbursement or replacement of parts. The Contractor shall provide forms for these parts.

2. **Contractor Supplied Parts:** If the Contractor supplies parts for repairs being performed by the District after nonacceptance of the equipment, these parts shall be shipped prepaid to the District from any source selected by the Contractor within 10 working days after receipt of the request for said parts.

3. **Return of Defective Components:** The Contractor may request that parts covered by this provision be returned to the manufacturing plant. The total cost for this action shall be paid by the Contractor.

4. **Reimbursement for Labor:** The District shall be reimbursed by the Contractor for labor. The amount shall be determined by multiplying the number of man-hours actually required to correct the defect by a per hour, per technician straight wage rate of $85.00.
5. **Reimbursement for Parts**: The District shall be reimbursed by the Contractor for defective parts that must be replaced to correct the defect. The reimbursement shall include taxes where applicable and 25 percent handling costs.

11. **TERMINATION OF CONTRACT**

a. **Termination for Convenience**

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

2. After receipt of a notice of termination, and except as otherwise directed by the District, the Contractor shall:

   a. stop work under the contract on the date and to the extent specified in the notice of termination;

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

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

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

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

   f. transfer title to the District and deliver in the manner, at the time, and to the extent, if any, directed by the District, the fabricated or unfabricated parts, works in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated, and the completed or partially completed plans, drawings, information and other property which, if the contract had been completed, would have been required to be furnished to the District;
g. use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the District, any property of the types referred to above, provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the District, and provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the District to the Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the District may direct;

h. completed performance of such part of the work as shall not have been terminated by the notice of termination; and

i. take such action as may be necessary, or as the District may direct, for the protection or preservation of the property related to this contract which is in the possession of the Contractor and in which the District has or may acquire an interest.

b. Termination for Default

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

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

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

4. Payment for completed equipment delivered to and accepted by the district shall be at the contract price. The District may withhold from amounts otherwise due the Contractor for such completed equipment such sum as the District determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.

5. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of the District.

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

12. DISPUTES

a. Protests dealing with restrictive specifications or alleged improprieties in the solicitation must be filed no later than eight working days prior to the bid opening or closing. Any other protest must be filed no later than eight working days after award of contract. Protests shall be in writing and addressed to the General Manager.

b. The protest will contain a statement describing the reasons for the protest and any supporting documentation. Additional materials in support of the initial protest will only be considered if filed within the time limit specified in paragraph a. The protest will also indicate the ruling or relief desired from the District.

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

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

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

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

14. 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.

15. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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

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

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

16. 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.

17. CLEAN WATER

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

18. CLEAN AIR

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. The contractor agrees to report each violation to the purchaser and understands and agrees that the purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA regional office.
The contractor also agrees to include there requirements in each subcontract exceeding $100,000.00 financed in whole or in part with Federal assistance provided by FTA.

19. 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.

20. 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.
To: Golden Empire Transit District

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

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

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

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

________________________ day of __________________________, 2020

NAME OF BIDDER: ________________________________________________

CORPORATE OR COMPANY NAME: __________________________________

ADDRESS: _________________________________________________________

_______________________________________________________________

TELEPHONE: ___________________________ FAX: ________________________

SIGNATURE: ___________________________ DATE: ____________________
RETURN THIS FORM WITH YOUR PROPOSAL

ACKNOWLEDGMENT OF ADDENDA

The following form shall be completed and included in the proposal.

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
RETURN THIS FORM WITH YOUR PROPOSAL

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

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by an Federal debarment or agency.

2. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

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

Signature of Authorized Official ______________________________________

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


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

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 PROPOSAL

DISADVANTAGED BUSINESS ENTERPRISE

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

BY: _________________________________

   Authorized Official

   _________________________________

   Title

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

*All participating DBEs must complete the DBE affidavit, attached.
RETURN THIS FORM WITH YOUR PROPOSAL

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 hereby declare and affirm that I am NOT a qualifying DBE

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: __________________________
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