

YOLO COUNTY TRANSPORTATION DISTRICT REQUEST FOR PROPOSALS

YOLOBUS COUNTY FAIR MALL TRANSIT CENTER COMMERCIAL GRADE SOLAR POWERED LED SECURITY LIGHTS

Proposals due May 27, 2011

The Yolo County Transportation District (YCTD) is soliciting Proposals from California licensed contractors to deliver a turn-key project to YCTD for the installation of four (4) pole-mounted commercial grade solar powered LED security light system(s) at the YOLOBUS County Fair Mall Transit Center, 1264 East Gibson Road, in Woodland, CA 95776. The successful contractor shall comply with the requirements and general conditions stated in this Request for Proposals (RFP), the City of Woodland Standards, and the 2010 California Building and current Electrical Codes.

A. PROJECT INFORMATION

The YCTD administers YOLOBUS, which operates local and intercity bus service 365 days a year in Yolo County and neighboring areas. The YCTD in agreement with the mall owners established a bus transit center within the south portion of the existing mall parking lot. The bus transit center generally consists of four (4) loading bays located within an overall 250 foot bus loading zone (see Exhibit A & B). YOLOBUS is currently using the transit center as a terminal for ten (10) bus routes scheduled to make as many as 118 stops per day at the mall. Operation is basically twenty-one hours a day with the need for dusk to dawn lighting.

County Fair Mall was originally constructed in 1986. Not included in the RFP, but provided separately upon request are electronic copies of an existing Utility Plan and Geo-technical Engineering Report, for reference.

After reviewing the information submitted in response to this RFP, YCTD expects to enter into a contract with the contractor whose proposal best meets the requirements.

B. PROPOSED SCHEDULE

Issue Call for Proposals	April 29, 2011
Proposals Due	2:00 PM, May 27, 2011
Interviews/Negotiations (if necessary)	May 31-June 2, 2011
Best & Final Offers (if necessary)	2:00 PM, June 3, 2011
Final Selection	June 13, 2011
Notice to Proceed	June 14, 2011
Completion of design system, engineering shop drawings and permitting	July 29, 2011
Construction/installation completed	October 15, 2011

C. MINIMUM LIGHTING SYSTEM REQUIREMENTS

The Proposal shall be all inclusive to deliver a turn-key project to YCTD. This proposal shall reflect all work necessary for a turn key piece, including full specifications and shop drawings for the design, photo-metrics, foundation/structural engineering, materials, supplies, services, equipment, warranties, permits and insurance for construction/installation of the

commercial grade solar powered LED security lighting system(s) at the site. The contractor must acknowledge these services within their proposal.

Some key elements for the commercial grade solar powered LED lights include, pole-mounted, 20 foot-10 gauge galvanized steel pole with base plate, able to withstand 80 MPH wind speeds, break-away base pedestal, concrete foundation, 30 watt LED area/security light/24 VDC, dark sky friendly design consideration, dusk to dawn light operation, 220 watt/24 VDC panel charging system, 158 amp hours of sealed battery capacity/3 days battery reserve, solar charge regulation/lighting load regulation, blade fuse holder for fuse protection of solar batteries and light, vented powder coated aluminum enclosure, and universal pole mount bracket kit-galvanized steel (not intended to be an all inclusive list). YCTD will consider alternative systems that meet the functional intent of these requirements, but the Proposals must include a narrative describing how it does so.

D. GENERAL REQUIREMENTS

- Obtain a City of Woodland Business License prior to work commencing.
- Coordinate work with designated City and YCTD staff.
- Contractor scope of work must include schematic plans, construction drawings, and structural engineering sign off and stamping.
- Contractor shall submit design documents to the YCTD, for review and approval, prior to submission for permitting.
- Contractor shall be responsible for obtaining a Building Permit from the City of Woodland Community Development Department. YCTD will pay the permit fee but the contractor shall complete the permit application.
- Contractor shall be responsible for coordinating the work with the existing on-site conditions and infrastructure, and repair any damage as a result of the construction.
- Contractor must be able to fully construct or fabricate and install the solar lighting, within the designated area, including provisions for all necessary labor, equipment, materials, supplies, deliveries and permits.
- Provide a performance and payment bond in an amount equal to one hundred percent (100%) of the materials and installation price.
- Contractors will be required to provide evidence of insurance in accordance with the YCTD requirements (attached).
- Work shall be completed during regular YCTD business hours: Monday through Friday, 8 am to 5 pm. Work outside of these hours must be approved by and coordinated with YCTD staff.
- Contractor shall secure work area at the end of each work day.
- Upon completion of the project, all equipment and materials shall be removed from the site.
- The general prevailing wage rates for each craft, classification, or type of workman shall be as determined by the Director of Industrial Relations. Copies of the prevailing rate of per diem wages may be accessed from the website of the Division of Labor Statistics and Research, California Department of Industrial Relations located at <http://www.dir.ca.gov/dlsr/PWD/index.htm>.
- The materials and workmanship shall be warranted for one (1) year from the date of final acceptance by YCTD (and as stipulated by manufactured warranties).
- The contractor shall review the Geotechnical Engineering Report prepared by J.H. Kleinfelder & Associates, dated May 21, 1985, to evaluate subsurface conditions that would influence any structural/foundation design. No additional testing will be performed by YCTD.
- Prior to commencing construction, the Contractor shall be responsible for contacting utility companies for verification at the construction site of the locations of all underground facilities

where such facilities may possibly conflict with the placement of the improvements shown on the utility plan.

- Potholing of existing utilities that may be in conflict with the lights will be required of the contractor.
- The Contractor shall call Underground Service Alert at (800) 227-2600 2 days minimum to 14 days maximum before any excavation is started. The Contractor shall be responsible for the protection of such utilities and repair of any damage.

E. PROPOSAL PROCESS

Each respondent to this Request for Proposals should demonstrate that it satisfies the minimum requirements described in order to be considered responsive. Responses to the RFP must be submitted in writing and signed by an authorized officer of the respondent. The YCTD must receive three (3) hard copies of the **Proposal package no later than 2:00 p.m. on Friday, May 27, 2011**. Responses submitted after that date and/or time will not be considered.

Proposals shall be submitted to:

Yolo County Transportation District
Attention: Terry Bassett
Executive Director
350 Industrial Way
Woodland, CA 95776

Postmarks and faxes will not be accepted.

Contractor, after notice of award and prior to commencement of work, shall provide copies of all required insurance documents.

Because the process may result in a negotiated service contract, all pricing information will remain confidential until after award. There will be no public opening and reading of the proposals.

The YCTD reserves the right to cancel in whole, or in part, this Call for Proposals.

All questions related to the RFP shall be submitted in writing via email to:

Alan Mitchell
Ponticello Enterprises
alan.mitchell@ponticelloinc.com

F. PROPOSAL REQUIREMENTS

Proposals must identify, at a minimum:

1. Proposal Date.
2. Company name, address and name of the contact person.
3. Overview of the contractor's qualifications for similar type projects with at least three references from prior projects.
4. Conceptual sketch, brochure, sales literature or pictures of commercial grade solar powered LED lighting systems, with proposed size, components, equipment, layout, materials, and any other details to show the YCTD the type of solar light system proposed for the firm, fixed price per solar light system.
5. Scope of services including all tasks required to design, permit, construct, or fabricate and install, commercial grade solar powered LED security light system(s).
6. Proposed schedule for accomplishing the work, with start and completion date clearly defined.

7. Firm, fixed price for each of the four solar powered LED security light systems, for all services provided. Each solar light system would be a unit price and the YCTD reserves the right to award a contract for one or more of the four solar light systems.
8. Indicate State of California Contractor's License/Certification, and number and provide Certificate of Insurance.
9. Proposal must be signed by an authorized company representative.
10. Proposals must clearly identify, by name, who will receive offers and counter-offers. The person named will be an authorized agent of the contractor, able to conduct negotiations or written offers in good faith.

G. CRITERIA FOR SELECTION:

(In order of relative importance)

1. Pricing of overall project. (45%)
2. Proposed conceptual plan for solar powered lights, concrete foundation, poles, and proposed Scope of Services, Schedule, and Warranty (45%)
3. Qualifications and Experience of Proposer (10%)

YCTD reserves the right to interview any or all respondents to this RFP, or to ask for additional information or clarifications. YCTD reserves the right, at its sole discretion, to accept a response that does not satisfy all requirements but which, in the YCTD's sole judgment, sufficiently demonstrates the ability to produce, deliver, design, permit, install, and warrantee a turnkey project and to satisfy the major requirements set forth in this RFP. YCTD expects to complete its evaluation process to select a qualified Contractor, but reserves the right to change key dates and action as the need arises.

If, after reviewing proposals, YCTD determines that more than one proposal falls within a competitive range, then YCTD may, at its sole discretion, meet with proposers within a competitive range, negotiate, and offer an opportunity for Best and Final Offers (BAFOs) to be submitted.

After receipt of BAFOs from firms within a competitive range, YCTD will re-evaluate the BAFOs, using the same criteria and weighting system, in determining their scores and selecting the highest scoring proposal.

If YCTD determines that there are not two or more proposals that fall within a competitive range, YCTD reserves the right to make an award to an Offeror whose proposal it judges to be most advantageous to the Procuring Agency based upon the evaluation criteria, without conducting any written or oral discussions with any Offerors or solicitation of any BAFOs.

PROTEST PROCEDURES:

Yolo County Transportation District's (YCTD) Executive Director shall make every effort to award contracts in compliance with state, federal and local regulations. Offerors who feel that a contract has been, or may be, awarded improperly shall have the right to protest the specifications and/or contract award in compliance with applicable local, state and federal regulations.

1. Filing Protest

Protests dealing with restrictive specifications or alleged improprieties in the solicitation must be filed no later than five (5) working days prior to offer opening or closing date

for receipt of offers. Any other protest must be filed no later than five (5) working days after award of contract.

Protests shall be in writing and addressed to the Executive Director.

The protest shall 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 1. The protest shall indicate the ruling or relief desired from YCTD.

2. Confidentiality

Materials submitted by a protester would not be withheld from any interested party, except to the extent that the withholding of information is permitted or required by law or regulation. If the protest contains proprietary material, a statement advising of this fact may be affixed to the front page of the protest document and the alleged proprietary information must be so identified wherever it appears.

3. Withholding of Award

When a protest is filed before opening of offers, the offer will not be opened prior to resolution of the protest, and when the protest is filed before award, the award will not be made prior to resolution of the protest, unless YCTD determines that:

- a) Items to be procured are urgently needed, or delivery or performance will be unduly delayed by failure to make award promptly; or
- b) Failure to make award will cause undue harm to YCTD.

In the event an award is to be made while a protest is pending, the Federal Transit Administration shall be notified if federal funding is involved.

4. Processing the Protest

- a) YCTD shall respond to the protester within five (5) working days of receiving the protest. A conference on the merits of the protest may be held with the protester.
- b) Any additional information required by YCTD from the protester shall be submitted as expeditiously as possible, but no later than three (3) days after receipt of such request.

5. Notification

YCTD shall notify the protester of its decision no later than ten (10) days following receipt of all relevant information.

6. Appeal

If a protester is not satisfied with the decision made by YCTD, and Federal funds are involved, the protester may file a protest with the Federal Transit Administration (FTA). Review by FTA will be limited to:

- a) Violation of Federal law or regulations.
- b) Violation of YCTD's protest procedures described herein, or failure by YCTD to review protest.

Protests must be filed with FTA, with a concurrent copy to YCTD, within five (5) days after YCTD renders a final decision, or five (5) days after the protester knows, or has reason to know, that YCTD failed to render a final decision. After five (5) days, YCTD will confirm with FTA that FTA has not received a protest on the contract in question. Circular 4220.1F is available for review at YCTD offices. A copy may also be obtained from the FTA at the following web address:

http://www.fta.dot.gov/laws/circulars/leg_reg_8641.html; or by mailing a request directly

to the Federal Transit Administration, Region IX, 201 Mission Street, Suite 1650, San Francisco, CA 94105-1839.

YCTD shall not be responsible for any protest not filed in a timely manner with FTA.

Attachments

EXHIBIT A: Price Sheet

EXHIBIT B: Signature Sheet

EXHIBIT C: Compliance with Federal Requirements

EXHIBIT D: YCTD Insurance Requirements

EXHIBIT E: Diagram of Location of Proposed Work

EXHIBIT F: No Offer Form

EXHIBIT A
PRICE SHEET

**YOLOBUS COUNTY FAIR MALL TRANSIT CENTER
COMMERCIAL GRADE SOLAR POWERED LED SECURITY LIGHTS**

(This is NOT an order)

THESE TWO SHEETS MUST BE SUBMITTED WITH THE PROPOSAL

<i>DESCRIPTION</i>	<i>UNITS</i>	<i>QUANTITY</i>	<i>UNIT PRICE</i>	<i>EXTENDED PRICE</i>
<u>Base Bid</u>				
<u>Design and Permitting</u> Contractor shall prepare shop drawings for review/permit approval, for a commercial grade solar powered LED security lighting system (as stated in this Request for Proposal).	EACH	1	\$	\$
<u>Materials and Installation</u> Contractor shall fabricate and install a commercial grade solar powered LED security lighting system (including delivery, storage, labor, materials, taxes and as stated in this Request for Proposal).	EACH	4	\$	\$
TOTAL AMOUNT:				\$

TOTAL (IN WORDS) _____

FABRICATION AND DELIVERY: _____ **CALENDAR DAYS FROM NOTICE TO PROCEED**

EXHIBIT B

SIGNATURE PAGE

**YOLOBUS COUNTY FAIR MALL TRANSIT CENTER
COMMERCIAL GRADE SOLAR POWERED LED SECURITY LIGHTS**

DATE: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE NO.: _____

CONTRACTOR'S LICENSE NUMBER: _____

The undersigned agrees to the terms and conditions and is an authorized representative of the company listed above.

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EXHIBIT C
YOLO COUNTY TRANSPORTATION DISTRICT - COMPLIANCE WITH FEDERAL REQUIREMENTS

FEDERAL GRANT CONDITIONS

This Contract is subject to a financial assistance contract between YCTD and the United States of America (hereinafter "Federal Government"), acting through the Department of Transportation (hereinafter "U. S. DOT"), and Federal Transit Administration (hereinafter "FTA"). 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 procedures and directives including without limitation those listed directly or by reference in the FTA Master Agreement between YCTD and FTA, as amended, and are incorporated herein by this reference. The Contractor shall comply with these FTA requirements and as they may be amended or promulgated from time to time during the term of this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any YCTD directives which would cause YCTD to be in violation of the FTA terms and conditions. Contractor's failure to comply with these FTA requirements and YCTD directives shall constitute a material breach of this Contract.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable Federal Transit Administration (FTA) regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between YCTD and FTA, as they may be amended or promulgated from time to time during the term of the Contract. Contractor's failure to so comply shall constitute a material breach of the contract.

GOVERNMENT OBLIGATION TO THIRD PARTIES (No Obligation by the Federal Government)

A. YCTD 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 YCTD, 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.

FLY AMERICA (transportation of persons or property by air)

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 subrecipients 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 air 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.

CARGO PREFERENCE (use of U. S. flag vessel)

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, material, or commodities pursuant to the underlying 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 shipments 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 to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the YCTD (through the Contractor in the case of a subcontractor's bill-of-lading.) (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.

SEISMIC SAFETY

Contractor agrees to apply the requirements of the U.S. DOT regulations applicable to seismic safety requirements for U.S. DOT assisted construction projects at 49 CFR Part 41, (specifically, 49 CFR 41.117), and any implementing guidance FTA may issue, to the acquisition of any new building and to additions to any existing building.

ENERGY CONSERVATION

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

ACCESS TO RECORDS AND REPORTS

A. Where YCTD is not a State but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 CFR 18.36(i), the Contractor agrees to provide YCTD, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)(1), which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

B. Where YCTD enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 CFR 19.48, Contractor agrees to provide YCTD, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

C. 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.

D. 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, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until YCTD, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

E. FTA does not require the inclusion of these requirements in subcontracts.

RECYCLED PRODUCTS

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

1. **Minimum Wages-** (i) 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: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional 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.

(ii)(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.

(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, 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.

(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 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.

(D) 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.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) 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.

(v)(A) 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** - YCTD 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, YCTD 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** - (i) 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 YCTD 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 - 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 subcontractors 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 (or any of

its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. **Certification of Eligibility** - (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).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

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 workweek in which he or she is employed on such work to work in excess of forty hours in such workweek 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 workweek.

B. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (A) of this section 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 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 the clause set forth in paragraph (A) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. **Withholding for unpaid wages and liquidated damages** - YCTD 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 (B) of this section.

D. **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND 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.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

A. This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

B. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

C. By signing and submitting its proposal, the proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by YCTD. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to YCTD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

PRIVACY ACT

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) 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 USC § 552a. Among other things, the Contractor 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.

(2) 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 FTA.

TERMINATION -DISPUTES

A. **Mutual Consent** - The Contract may be terminated with the mutual consent of both parties, upon such terms and conditions as may be mutually agreed.

B. **Breach** - In the event that the Contractor fails to perform the terms and conditions of the Contract, as required, after receiving ten (10) days written notice from YCTD to do so, then and in such event, YCTD may forthwith terminate the Contract. Under such circumstances, YCTD shall be under no obligation to pay to the Contractor the Contract price, or any portion thereof, unless YCTD finds the Contractor has partially performed said Contract and said partial performance benefits YCTD, under which circumstances YCTD shall pay to the Contractor that portion of the Contract price which the part performance bears to the total performance, less all damages and losses suffered by YCTD as a result of the Contractor's failure to perform.

C. **Convenience** - YCTD may terminate the Contract at any time for convenience by giving the Contractor fifteen (15) calendar days written notice. Notice of termination shall be by certified mail. Upon receipt of the notice of termination, the Contractor shall cease work, wrap up, and conclude work without undertaking any new tasks or work. YCTD will pay the Contractor cost for all materials ordered and received by the Contractor, plus reasonable overhead and profit for the portion of work accepted through termination.

D. **Opportunity to Cure** - YCTD in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to YCTD's satisfaction, the breach or default, or any of the other terms,

covenants, or conditions of this Contract within ten (10) days after receipt by Contractor or written notice by YCTD setting forth the nature of said breach or default, YCTD shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude YCTD from also pursuing all available remedies against Contractor and its sureties for said breach or default.

E. **Disputes -**

1. Disputes arising in the performance of the Contract that are not resolved by agreement of the parties shall be decided in writing by YCTD's Executive Director. 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 Executive Director. 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 Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision.
2. Unless otherwise directed by YCTD, Contractor shall continue performance under the Contract while matters in dispute are being resolved.
3. 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.
4. Unless the contract provides otherwise, all claims, counterclaims, disputes and other matters in question between YCTD and the Contractor arising out of or relating to the Contract or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State and District in which YCTD is located.
5. The duties and obligations imposed by the Contract Documents and the rights and remedies available hereunder 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 YCTD, 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 hereunder, except as may be specifically agreed in writing.
6. The rights afforded to YCTD under this Section shall be in addition to any other rights provided by law or set forth in these Contract Documents and Specifications. YCTD may exercise any or all of such rights which individually or conjunctively will totally compensate YCTD for the damages suffered by YCTD resulting from the default of the Contractor.
7. In the event that YCTD elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by YCTD shall not limit YCTD's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

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 USC § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 USC § 12132, and Federal transit law at 49 USC § 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 USC § 2000e, and Federal transit laws at 49 USC § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR 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 USC § 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 USC § 623 and Federal transit law at 49 USC § 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 USC § 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 CFR 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.

ADA ACCESS

The Contractor agrees to comply with the requirements of 49 USC § 5301(d) which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The Contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto. In addition, the Contractor agrees to comply with all applicable requirements of the following regulations and any subsequent amendments thereto:

- (1) US DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
 - (2) US DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
 - (3) Joint US. Architectural and Transportation Barriers Compliance Board (US ATBCB)/US DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38;
 - (4) US DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
 - (5) US DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
 - (6) US General Services Administration (US GSA) regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;
 - (7) US Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
 - (8) US Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F; and
 - (9) US ATBCB regulations "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194;
 - (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609;
- and
- (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

This project is subject to title 49, part 26, Code of Federal Regulations (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

Offerors shall be fully informed respecting the requirements of the Regulations. The Regulations in their entirety are incorporated herein by this reference. Attention is directed to the following matters:

- A. A DBE must be a small business concern as defined pursuant to Section 3 of U.S. Small Business Act and relevant regulations promulgated pursuant thereto.
- B. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of material or supplies, or as a trucking company.
- C. A DBE joint venture partner must be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- D. A DBE must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- E. DBEs must be certified by the California Unified Certification Program (CUCP). Listings of DBEs certified by the CUCP are available from the following sources:
 1. The Department's web site at <http://www.dot.ca.gov/hq/bep>.
 2. The Department's DBE Directory. This Directory may be obtained from the Department of Transportation, Materiel Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, telephone: (916) 445-3520.
- F. When reporting DBE participation, offerors may count the cost of materials or supplies purchased from DBEs as follows:
 1. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
 2. If the materials or supplies are purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph, F.2, if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this paragraph F.2.
 3. If the DBE is neither a manufacturer nor a regular dealer, count only the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

- G. When reporting DBE participation, offerors may count the participation of DBE trucking companies as follows:
1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract.
 2. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
 3. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
 4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
 6. For the purposes of this paragraph G, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.
- H. Offerors are encouraged to use services offered by financial institutions owned and controlled by DBEs.

"YOLO COUNTY TRANSPORTATION DISTRICT OFFEROR - DBE INFORMATION" form will be included in the contract documents to be executed by the successful offeror. The purpose of the form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful offeror must execute and return the form.

The offeror's "YOLO COUNTY TRANSPORTATION DISTRICT OFFEROR - DBE INFORMATION" form should include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, and the dollar value of each DBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE should be included in the DBE information, including the planned location of that work. An offeror certified as a DBE should describe the work it has committed to performing with its own forces as well as any other work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies.

The offeror is encouraged to provide written confirmation from each DBE that the DBE is participating in the contract. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract. If a DBE is participating as a joint venture partner, the offeror is encouraged to submit a copy of the joint venture agreement.

The "YOLO COUNTY TRANSPORTATION DISTRICT OFFEROR - DBE INFORMATION" form should be completed and returned to the District by the successful offeror with the executed contract.

STATE AND LOCAL LAW DISCLAIMER

Contractor shall keep itself informed of, comply with, and shall cause all of its agents, employees, suppliers and subcontractors of any tier to observe and comply with all applicable State and local laws, regulations, and policies, including, but not limited to, all applicable terms and conditions prescribed for third party contracts by the U. S. Department of Transportation (DOT) and the Federal Transit Administration (FTA). It is the Contractor's responsibility to know and to comply with all state laws and regulations and local ordinances relating to public works projects which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work. If Contractor discovers any discrepancy or inconsistency between the plans, drawings, specifications, or contract for the work and any law, ordinance, regulation, order or decree; the Contractor shall immediately provide written notice to YCTD's Executive Director.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, 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 YCTD requests, which would cause YCTD to be in violation of the FTA terms and conditions.

EXHIBIT D

YCTD INSURANCE REQUIREMENTS

A. During the term of the Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.

1. Minimum Coverages (as applicable) - Insurance coverage shall be with limits not less than the following:

- a. Comprehensive General Liability:
\$1,000,000 per occurrence; \$2,000,000 aggregate
- b. Automobile Liability:
\$1,000,000 per occurrence (general); \$500,000 per occurrence (property) (include coverage for hired and non-owned vehicles).
- c. Professional Liability-Malpractice/Errors and Omissions: \$1,000,000 per occurrence; \$2,000,000 aggregate. (If any engineer, architect, attorney, or other licensed professional performs work under a contract, the contractor must provide this insurance; if not, then this requirement automatically does not apply).
- d. Workers' Compensation - Statutory Limits/Employers' Liability:
\$1,000,000 per accident for bodily injury or disease (if no employees, this requirement automatically does not apply).

2. YCTD, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. (Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box).

3. Said policies shall remain in force through the life of the Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless YCTD's Executive Director specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of the Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.

4. The Contractor shall declare all aggregate limits on the coverage before commencing performance of the Agreement, and YCTD's Executive Director reserves the right to require higher aggregate limits to ensure that the coverage limits required for the Agreement as set forth above are available throughout the performance of the Agreement.

5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of YCTD's Executive Director.

6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has

been given to YCTD's Buyer (ten (10) days for delinquent insurance premium payments).

7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise approved by YCTD's Executive Director.

8. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with the Agreement.

9. For any claims relating to the Agreement, the Contractor's insurance coverage shall be primary, including as respects YCTD, its officers, agents, employees and volunteers. Any insurance maintained by YCTD shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

10. The insurer shall waive all rights of subrogation against YCTD, its officers, employees, agents and volunteers.

B. Prior to commencing services pursuant to the Agreement, Contractor shall furnish YCTD's Buyer with original endorsements reflecting coverage required by the Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of YCTD's Executive Director before work commences. Upon YCTD's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by the specifications.

C. During the term of the Agreement, Contractor shall furnish YCTD's Buyer with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of the Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon YCTD's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by the specifications.

COUNTY FAIR MALL - TRANSIT CENTER

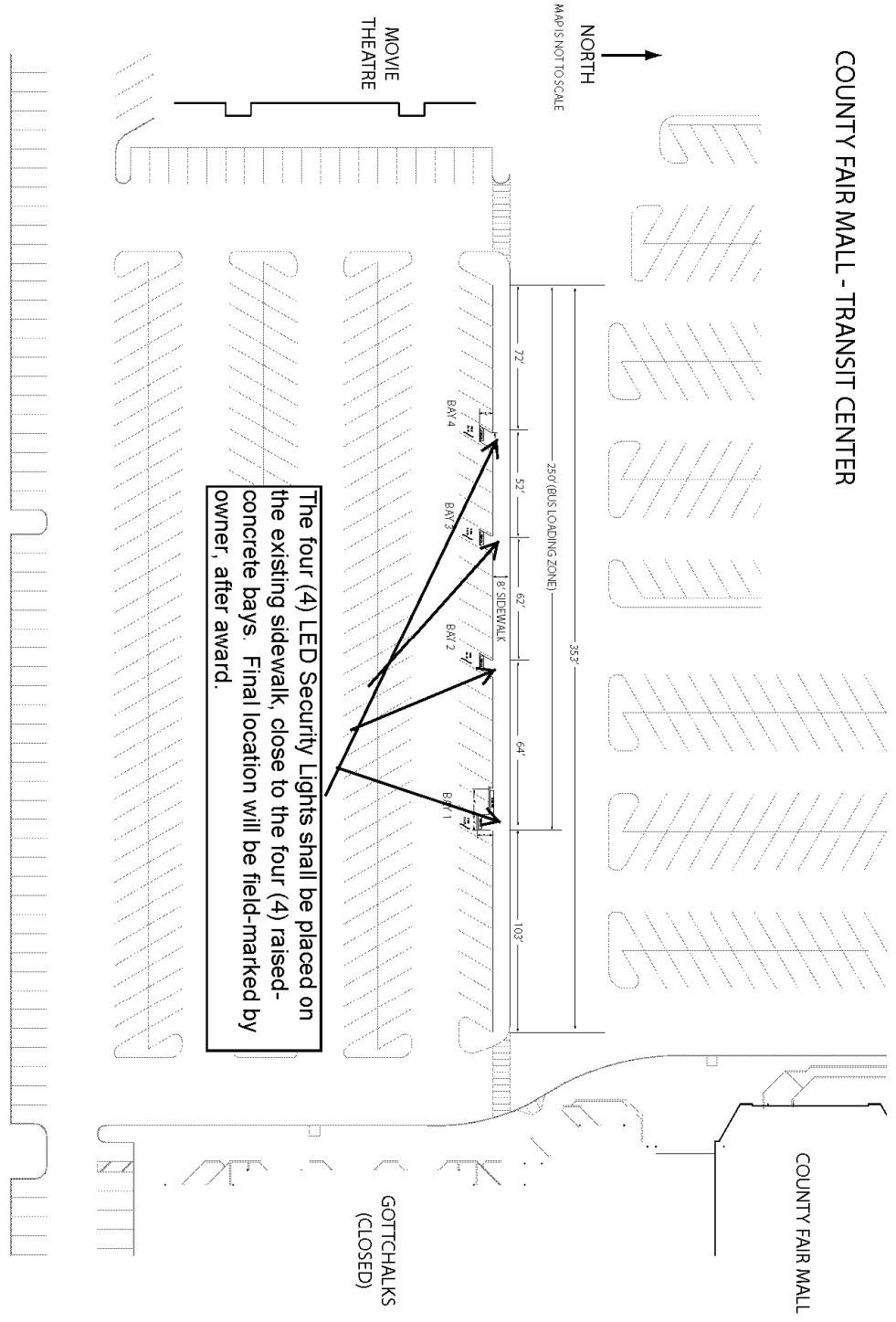


EXHIBIT E ~ DIAGRAM OF LOCATION OF PROPOSED WORK



Yolo County Transportation District
350 Industrial Way, Woodland, CA 95776
(530) 661-0816 - (530) 661-1732 fax
www.yolobus.com

EXHIBIT F

NO OFFER FORM

To assist YCTD in obtaining good competition on its bid/proposal/quote, we ask that if you received an invitation but do not wish to participate, please state the reason(s) below and return this form to Terry Bassett electronically to tbassett@yctd.org by fax to 530-661-1732 or by U. S. mail to the Yolo County Transportation District, 350 Industrial Way, Woodland, CA 95776.

This information will not preclude receipt of future invitations unless you request removal from the Bidder's List by so indicating below.

Unfortunately, we must offer a "No Bid/Proposal/Quote" at this time because:

_____ 1. We do not wish to participate in the bidding process (please provide reason):

_____ 2. We do not wish to bid/propose/quote under the terms and conditions of the Invitation for Bid/Proposal/Quote document. Our objections are:

_____ 3. We do not feel we can be competitive (please explain):

_____ 4. We do not provide the services that the IFB/RFP/RFQ requested.

_____ 5. Other: _____

_____ **We wish to remain on the Bidder's List.**

_____ **We wish to be removed from the Bidder's List.**

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____