



INVITATION FOR BIDS (IFB) 20-014

PURCHASE OF TWENTY-FIVE (25) BUS STOP SHELTERS

**RIVERSIDE TRANSIT AGENCY
1825 Third Street
Riverside, CA 92507
(951) 565-5000**

The Contract to be awarded will be paid in part for with Federal Transit Administration (FTA), state and local funds

Key IFB Dates

Issued:	February 14, 2020
Pre-Bid Conference:	February 24 2020 (10:00am)
Written Clarifications/Questions Due:	March 3, 2020
Agency Response to Questions:	March 10, 2020
Bid Submittal Due:	March 17, 2020 (2:00pm)



1825 Third Street
P.O. Box 59968
Riverside, CA 92517-1968
Phone: (951) 565-5000
Fax: (951) 565-5001

February 14, 2020

**SUBJECT: NOTICE INVITING SEALED BIDS
IFB 20-014 PURCHASE OF TWENTY-FIVE (25) BUS STOP SHELTERS**

Gentlemen/Ladies:

Riverside Transit Agency (RTA) will receive bids from qualified vendors to provide 25 bus stop shelters. It is further required that the shelters are to be delivered to the Agency's Hemet facility located at 700 Scaramella Circle; vendor will be responsible for the offloading of shelters at that facility.

Bids must be submitted at or before 2:00 p.m., on March 17, 2020

If bids are delivered using the United States Postal Service, bidders shall use the address specified below:

**Riverside Transit Agency
Purchasing Department
1825 Third Street
P.O. Box 59968
Riverside, CA 92517-1968
Attention: Luciano Rose Jr.**

Bids received after the date and time specified above will be rejected by Agency as non-responsive and returned to the Bidders unopened. Bids shall be submitted on the Bid Forms contained herein.

Parties interested in obtaining a copy of this Invitation For Bid (IFB) 20-014, may do so by emailing their request to lrose@rivsidetransit.com. Please include the following information:

- name of firm
- address
- contact person
- telephone number
- Invitation for Bid (IFB) 20-014
- e-mail address

A pre-bid conference will be held on **Monday, February 24, 2020, at 10:00 a.m.** at the Agency's Riverside facility located at 1825 Third Street, Riverside. All prospective Bidders are strongly encouraged to attend the pre-bid conference.

The Contract to be awarded under this IFB will be subject to Federal Transit Administration (FTA), state and local funds. Bidders will be required to comply with all applicable equal opportunity laws and regulations and will be required to certify that they are not on the Comptroller General's list of Ineligible Contractors. Finally, the award of this project is contingent upon available funding and there is no guaranteed minimum level of usage under this contract.

Bid Security: Each bid must be accompanied by bid security in the form of a bid bond, a certified check, cashier's check or treasurer's check, drawn on or issued by a responsible bank or trust company, made payable to the Riverside Transit Agency in an amount no less than five percent (5%) of the amount of the base bid.

The Agency reserves the right to accept or reject any and all bids, or any item or part thereof; or to waive any informalities or irregularities in bids. Agency shall have the sole discretion to determine the most responsive and responsible bid.

Should further information or clarification be required, please contact the undersigned at (951) 565-5076

Sincerely,

A handwritten signature in cursive script, appearing to read "Luciano Perez".

Contracts Administrator

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SECTION I

INSTRUCTIONS TO BIDDER

1. BID PROCEDURE

- a) All bids must be received on or before **2:00 p.m., on Tuesday, March 17, 2020**. Bids should be delivered to 1825 Third Street, Riverside, CA 92507 to the attention of Luciano Rose Jr., Contracts Administrator. Bids sent by U.S. Mail should be addressed to Riverside Transit Agency, 1825 Third Street, P.O. Box 59968, Riverside CA 92517-1968. All bids should be in a sealed envelope and marked as follows: "IFB 20-014 Bus Stop Shelters".
- b) Your bid must be submitted on the bid forms provided and as set forth in the following paragraphs entitled "Bid Format". Bids submitted on any other form may be considered nonresponsive and may be rejected. Your bid shall include the properly completed and signed Bid Form.
- c) Bids shall conform in all aspects to the instructions, specifications, terms and conditions contained within this IFB. Please review all attachments and instructions carefully. Failure to make a complete review of all instructions and attachments will not be deemed just cause for claims of error.
- d) A pre-bid conference will be held on **Monday, February 24, 2020, at 10:00 a.m.** at the Agency's Riverside facility located at 1825 Third Street, Riverside. All prospective Bidders are strongly encouraged to attend the pre-bid conference.
- e) All verbal modifications of these conditions or specifications are void and ineffective for bid evaluation purposes. Only written changes issued by Agency's Contracts Administrator are authorized and binding.
- f) A BIDDER, if requested, must be prepared to present evidence of experience, ability, service facilities and financial standing necessary to meet satisfactorily the requirements set forth or implied in the bid.
- g) Agency reserves the right to remove from mailing lists for future bids, for an indeterminate period of time, the name of any BIDDER for their failure to accept a contract, failure to respond to two (2) consecutive Invitations For Bid and unsatisfactory performance. Please note that a "No Bid" is considered a response.
- h) No form provisions of any BIDDER will be considered as part of the bid, unless a statement is typed or written on the bid that such form provisions are intended to be part of the bid.
- i) Agency reserves the right to postpone the bid opening for its own convenience and to withdraw this invitation at any time without prior notice.

Further, Agency makes no representations that an agreement will be awarded to any BIDDER responding to this invitation. Agency expressly reserves the right to reject any and all bids responding to this invitation without indicating any reasons for such rejection(s).

- j) Agency reserves the right to award its total requirements to one BIDDER, or to apportion those requirements among several BIDDERS, as Agency may deem to be in its best interests.
- k) Agency reserves the right to make award within one-hundred twenty (120) calendar days from the date bids are opened. Should award in whole or in part be delayed beyond the period of one-hundred twenty (120) days, such award shall be conditioned upon successful BIDDER's acceptance.
- l) Agency will be under no obligation for payment of pre-contractual expenses. Pre-contractual expenses are defined as expenses incurred by BIDDER in:
 - preparing the bid in response to this invitation;
 - submitting that bid to Agency;
 - negotiating with Agency any matter related to this bid; and/or
 - any other expenses incurred by BIDDER prior to date of award.
- m) Where two or more BIDDERS desire to submit a single bid in response to this IFB, they should do so on a prime-subcontractor basis rather than as joint venture. Agency intends to contract with a single firm and not with multiple firms doing business as a joint venture.
- n) Whenever BIDDER has knowledge that any actual or potential labor dispute may delay this agreement, BIDDER shall immediately notify and submit all relevant information to Agency.
- o) Agency has on file a set of written protest procedures applicable to this solicitation that may be obtained by contacting the Administrator responsible for this procurement. Any protest filed by a BIDDER in connection with this solicitation must be submitted in accordance with Agency's written procedures.
- p) BIDDER will be required to accept a written agreement or purchase order in accordance with, and including as a part thereof, the published notice of Invitation for Bids, the requirements, conditions and specifications, with no exceptions other than those specifically listed in the written agreement or purchase order.

- q) The term of the anticipated agreement may be extended at the option of Agency at its sole discretion, subject to mutual agreement of the parties as to Technical Specifications and pricing.
- r) In the event that there are exceptions to any Section of this IFB, BIDDER shall specifically itemize them in their bid as set forth in paragraph 5 below "Clarifications/Appeal Procedures". Failure to do so on any point will be interpreted as an unconditional acceptance of the requirements of this IFB.

2. BID FORMAT/CONTENT

Sealed bids shall be submitted on the forms provided and contain the following:

- a) Completed Section II "DBE Forms"
- b) Completed Section III "Bid Form (Form 60)"
- c) Completed Section III "Required Forms"
- d) "Bid Bond" in the amount of 5% of the bid amount (see Section III for the bid bond form).

Failure to include all of the forms listed above shall result in your sealed bid being deemed "non-responsive". Please ensure you have included all the required elements in your sealed bid.

3. APPENDICES

Information considered by the BIDDER to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. BIDDERS are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous material; appendices should be relevant and brief.

4. AWARDS TO RESPONSIBLE CONTRACTORS

Agency will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, records of past performance, and financial and technical resources.

5. CLARIFICATION/APPEAL PROCEDURES

- a. Requests for clarification of the IFB document, approved equals, clarifications of specifications, or protest of specifications must be received by Agency, in writing, via email, fax or US Postal Service **no later than Tuesday, March 3, 2020, close of business**. When submitting requests, be sure to reference the IFB Section number/title and if there is more than one request item, order your requests in the order of the IFB document. The Agency has no obligation to respond to any requests or clarifications not received by the deadline indicated.
- b. 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 evidence that the substitute offered is equal to or better than the specification requirements. The burden of proof as to the equality, substitutability, and compatibility of proposed alternates or equals shall be upon the BIDDER, who shall furnish all necessary information at no cost to Agency. Agency shall be sole judge as to the equality, substitutability, and compatibility of proposed alternates or equals.
- c. Request for approved equals, clarifications of specifications, and protest of specifications **must be clearly labeled as such and sent to the attention of L. Rose**. The Agency is not responsible for failure to address a request that has not been labeled as such.
- d. Agency responses to requests under paragraph 5.a. above will be e-mailed no later than **Tuesday, March 10, 2020 by close of business**.

SECTION II

DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

DISADVANTAGED BUSINESS ENTERPRISE

Federal Fiscal Year 2019 / 2021

DISADVANTAGED BUSINESS ENTERPRISE

Riverside Transit Agency Assurance. Riverside Transit Agency (“Agency”) shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT) assisted contract, or in the administration of its Disadvantaged Business Enterprise (DBE) Program, or the requirements of 49 CFR Part 26.

The Agency will take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of DOT-assisted contracts.

It is the policy of the Agency to ensure nondiscrimination in the award and administration of DOT-assisted contracts and to create a level playing field on which DBEs can compete fairly for contracts and subcontracts relating to the Agency’s construction, procurement and professional services activities.

Contractor Assurance. Pursuant to 49 CFR Part 26, the Contractor is required to make the following assurance in its agreement with the Agency and to include this assurance in any agreements it makes with subcontractors in the performance of this contract:

“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 of the Contractor or Subcontractor to carry out these requirements is a material breach of contract, which may result in the termination of contract by the Agency, or any other such remedy the Agency may deem appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payment;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the Contractor or Subcontractor from future bidding as non-responsible”.

The Agency’s DBE Program, as required by 49 CFR Part 26, as approved by DOT, is incorporated by reference in this section.

Implementation of this DBE Program is a legal obligation and failure to carry out its terms shall be treated as a violation of this contract. Upon notification of failure to carry out its approved program, the DOT and/or the Federal Transit Administration (FTA) may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq).

In accordance with Part 26, Title 49 of Code of Federal Regulations, “Participation by

Disadvantaged Business Enterprise in Department of Transportation Programs,” the Agency sets a specific percentage for participation by DBE certified firms. This percentage goal is based upon the total amount of Federal dollars the Agency anticipates spending over the fiscal year as compared to the amount of ready, willing and able DBEs to perform Federally funded projects. For the current fiscal year, the Agency has established a DBE participation goal of 1.5%.

The Agency intends to meet this goal to the maximum extent feasible through race-neutral measures, including the encouragement of DBE participation on contracts which have no specific DBE goal.

DBE Participation Goal For This Contract.

X No DBE participation goal has been established for this contract.

BIDDERS LIST OF PARTICIPATING FIRMS

PROJECT NAME: _____

DATE: _____

PRIME CONTRACTOR NAME/ADDRESS	DBE?	FIRM AGE/ CONTRACTING LICENSE #	ANNUAL GROSS \$\$ REVENUE	WORK TYPE * / NAICS CODE
SUBCONTRACTORS NAME/ADDRESS:				

* P = PROFESSIONAL CONSULTING SERVICES, C = CONSTRUCTION, S = SUPPLIES, E = EQUIPMENT, O = OTHER (describe)

DBE / NON-DBE PARTICIPATION

PROJECT NAME: _____

DATE: _____

SUBCONTRACTOR NAME/ADDRESS/License #	WORK TO BE PERFORMED / NAICS CODE		ESTIMATED \$\$ PARTICIPATION	PERCENT OF TOTAL CONTRACT VALUE

SUMMARY OF SUBCONTRACT AWARD AND MONTHLY PAYMENTS REPORT (SAMPLE PAYMENT REPORT)

PROJECT NAME: _____

CONTRACTOR NAME: _____

REPORTING PERIOD: From: _____ To: _____

SUBCONTRACTOR NAME/ADDRESS	SUBCONTRACT \$\$ AMOUNT	DBE?	WORK ASSIGNMENT / NAICS CODE	DOLLARS PAID THIS MONTH	DOLLARS PAID TO DATE

CALIFORNIA UNIFIED CERTIFICATION PROGRAM (CUCP)

CUCP participants include municipalities, counties, transit agencies, airports, special districts, and the State Department of Transportation that administer and award contracts funded by the U.S. Department of Transportation (USDOT). CUCP participants are classified as certifying and non-certifying members.

A **certifying agency** performs Disadvantaged Business Enterprise (DBE) certification on behalf of the State of California and this certification applies to all USDOT funded contracts. Certification activities performed by a certifying agency include, among others, processing DBE applications, performing DBE site interviews, making DBE certification decisions, investigating certification complaints and appeals, and maintaining a single Statewide directory of certified DBEs. Contact a certifying agency if you have a question about DBE certification.

A **non-certifying agency** adheres to all aspects of the USDOT DBE program, except it does not perform DBE certification activities. A non-certifying agency accepts all firms certified as a DBE by a certifying member. Accordingly, the DBEs listed on the [CUCP DBE directory](#) is eligible to participate on all USDOT funded contracts administered by a CUCP participant. Contact a CUCP participant, both certifying and non-certifying, about contract opportunities.

CERTIFYING CUCP AGENCIES

For certification inquiries for Imperial, Kern, Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura counties:

CITY OF LOS ANGELES

Bureau of Contract Administration
1149 S. Broadway Street, Room 300
Los Angeles, CA 90015
Phone: (213) 847-1922
Fax: (213) 847-2777
<http://bca.lacity.org>

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (METRO)

Diversity and Economic Opportunity Department
One Gateway Plaza
Los Angeles, CA 90012
Phone: (213) 922-2600
Fax: (213) 922-7660
www.metro.net

For Alameda, Amador, Calaveras, Contra Costa, Fresno, Kings, Madera, Marin, Mariposa, Merced, Monterey, Napa, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Solano, Sonoma, Stanislaus, Tulare, and Tuolumne counties:

S.F. BAY AREA RAPID TRANSIT DISTRICT (BART)

Office of Civil Rights
300 Lakeside Drive
18th Floor
Oakland, CA 94612
Phone: (510) 464-7580
Fax: (510) 464-7587
www.bart.gov

CITY OF FRESNO

DBE Program
2101 G Street, Building A
Fresno, CA 93706
Phone: (559) 621-1182
Fax: (559) 488-1069
www.ci.fresno.ca.us

SANTA CLARA VALLEY TRANSPORTATION AUTHORITY (VTA)

Office of Small & Disadvantaged Businesses

3331 North First Street, Building A

San Jose, CA 95134-1906

Phone: (408) 321-5962

Fax: (408) 955-9729

www.vta.org

CENTRAL CONTRA COSTA TRANSIT AUTHORITY (CCCTA)

Office of Civil Rights

2477 Arnold Industrial Way

Concord, CA 94520-5327

Phone: (925) 676-1976

Fax: (925) 686-2630

www.cccta.org

SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY (SFMTA)

Contract Compliance Office

San Francisco Municipal Railway

1 South Van Ness Avenue, 3rd Floor

San Francisco, CA 94103

Phone: (415) 701-4443

Fax: (415) 701-4347

www.sfmuni.com

**SAN MATEO COUNTY TRANSIT DISTRICT (SAMTRANS)/
PENINSULA CORRIDOR JOINT POWERS BOARD (JPB)**

DBE Office

1250 San Carlos Avenue

San Carlos, CA 94070

Phone: (650) 508-7939

Fax: (650) 508-7738

www.samtrans.com

For Alpine, Butte, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Inyo, Lake, Lassen, Mendocino, Modoc, Mono, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Yolo, and Yuba counties:

CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS)

Civil Rights MS 79

1823 14th Street

Sacramento, CA 95814

Phone: (916) 324-1700 or (866) 810-6346

Fax: (916) 324-1862

www.dot.ca.gov

YOLO COUNTY TRANSPORTATION DISTRICT (YOLOBUS)

DBE Programs

350 Industrial Way

Woodland, CA 95776

Phone: (530) 661-0816

Fax: (530) 661-1732

www.yctd.org

SECTION III
BID PACKAGE AND REQUIRED FORMS

EXHIBIT A

BID FORM (FORM 60)

PRICE SUMMARY SHEET

PRICE SUMMARY SHEET - SAMPLE

BID FORM (FORM 60)

RIVERSIDE TRANSIT AGENCY
Attn: L. Rose
Purchasing Department
1825 Third St.
Riverside, CA 92507

Gentleman/Ladies:

The undersigned hereby accepts the RIVERSIDE TRANSIT AGENCY's Form of Agreement, the Scope of Work, and all requirements within this IFB including all amendments. Further, the undersigned hereby proposes to perform all work for which a contract may be awarded and to furnish any and all plant, services, material, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefore required in the **IFB 20-014** and to do everything required therein; and further proposes that, if his Bid is accepted, will contract in the form and manner stipulated to perform all the work in strict conformity therewith within the time limits set forth therein, and will accept as full payment therefore, the following price:

<u>Description</u>	<u>Total Lump Sum Bid Amount</u>
IFB 20-014 TWENTY-FIVE (25) BUS STOP SHELTERS	\$ _____*

*Enter Grand Total from Price Summary Sheet

A cashier's check / certified check / bid bond (circle applicable term) properly made payable to RIVERSIDE TRANSIT AGENCY, hereinafter designated as the Owner, for the sum of

_____ Dollars (\$_____) which amount is not less than five percent (5%) of the total amount of this bid, is attached hereto and is given as a guarantee that the undersigned will execute the Agreement and furnish the required bonds, "Guaranty," Certificate of Lower-Tier Participants Regarding Debarment and Suspension, Certificate of Restriction on Lobbying, and Certificate of Insurance, if awarded this contract, and in case of failure to do so within the time provided, (a) the proceeds of said check shall be forfeited to RIVERSIDE TRANSIT AGENCY; or (b) surety's liability to RIVERSIDE TRANSIT AGENCY for forfeiture of the face amount of the bond shall be considered as established [circle (a) or (b)].

The undersigned hereby represents that:

1. He/she has thoroughly examined and become familiar with the work required and documents included under this IFB. The Bidder understands that the award of the contract, if it is awarded, will be based on the lowest Base Bid submitted by a responsive and responsible Bidder, and further, that the amounts and total on the Bid Form will be subject to verification by RIVERSIDE TRANSIT AGENCY.
2. By investigation at the site of work and otherwise, it is satisfied as to the nature and location of the work and is fully informed as to all conditions and matters, which can in any way affect the work or the cost thereof.

3. Bidder fully understands the scope of work/specifications and has checked carefully all words and figures inserted in said Invitation for Bids and further understands that RIVERSIDE TRANSIT AGENCY will in no way be responsible for any errors or omissions in the preparation of this Bid.
4. Bidder will execute the Agreement and will furnish the required Bid Bond; Bidder understands that this bid may not be withdrawn for a period of 120 calendar days after the date set for the opening thereof, unless otherwise required by law. If any Bidder shall withdraw its bid within said period, the Bidder shall be liable under the provisions of the Bid Security, or the Bidder and the surety shall be liable under the Bid Bond, as the case may be.
5. Bidders are advised that by the signing of their bid, they are certifying that they and all lower tier subcontractors, under penalty of perjury under the laws of the State of California, that the Bidder has complied with Title 49, Code of Federal Regulation, Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person associated herewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntary exclusion, or determination of ineligibility by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not be indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exception to this certification must be disclosed to the Riverside Transit Agency from covered transaction by any federal department or agency.
6. Bidder certifies that this bid is genuine and not a sham or collusive or made in the interest or in behalf of any person not herein named, and the undersigned has not directly or indirectly induced or solicited any other Bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding; the undersigned has not in any manner sought collusion to secure for himself an advantage over any Bidder.
7. Bidder hereby certifies that each and every representation made in this Bid are true and correct and made under penalty of perjury.

Bidder shall permit the authorized representative of RIVERSIDE TRANSIT AGENCY to inspect and audit all data and records of Bidder relating to this bid, and if awarded a contract resulting from this bid, shall permit such inspection and audit of all data and records of Bidder related to Bidder's performance of such contract.

8. Bidder does not employ anyone who is now, or for one (1) year immediately prior to the date of this offer was, a director, officer, member, or employee of Riverside Transit Agency. The undersigned has not agreed to pay a fee contingent upon award of a contract resulting from this bid to anyone who is now, or for one (1) year immediately prior to the date of this bid was, a director, officer, member, or employee of Riverside Transit Agency. No member of or delegate of Congress of the United States shall be admitted to any share of the contract or to any benefit arising therefrom.
9. If awarded a contract resulting from this bid, Bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. The Bidder shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to

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race, religion, color, sex, age or national origin. 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. This is in conformance with Title 49 CFP Part 26.

10. Bid will be in effect for 120 calendar days after the bid closing date.

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Now: In compliance with the Invitation for Bids **IFB 20-014** the undersigned, with full cognizance thereof, hereby purposes to perform the entire work in strict compliance with all of said requirements and provisions for the prices set forth herein upon which award of contract is made. The undersigned affirms that the information provided herein is true and accurate and that any misrepresentations are made under penalty of perjury.

By signing below, the Bidder accepts the Form of Agreement, the Statement of Work, and all requirements within this IFB including all amendments.

Dated _____, 2020

Bidder _____

The above bid includes

Signature _____

Addenda No. _____ Dated _____

Name _____

Addenda No. _____ Dated _____

Addenda No. _____ Dated _____

Title _____

Bidder's Authorized Representative

Title

Telephone No. / Fax No.

Bidder's post office address

Corporation organized under the laws of the State of _____

Contractor's License No.

Expiration Date of License

Surety or sureties

(CORPORATE SEAL)

**EXHIBIT A - PRICE SUMMARY SHEET
INVITATION FOR BIDS 20-014
TWENTY-FIVE (25) BUS STOP SHELTERS**

ITEM	QUANTITY	PRICE/UNIT	SUB-TOTAL	SALES TAX (8.75%)	DELIVERY FEE	GRAND TOTAL
Bus Stop Shelter: (detailed description and illustrations located in Scope of Work)	25	\$	\$	\$	\$	\$
GRAND TOTAL						\$

NOTE: Pricing shall be all-inclusive and shall include furnishing of all labor, including but not limited to full-time competent supervision, materials, supplies, utilities, and services, delivery, receiving, handling and storage, insurance, applicable taxes, and all other services and expenses necessary to perform the work.

1. I acknowledge receipt of IFB 20-014 and Addenda No.(s) _____

2. This offer shall remain firm for 120 days from the date of quote

FIRM NAME: _____

FIRM ADDRESS: _____

FIRM TELEPHONE: _____

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

PRINTED NAME AND TITLE OF PERSON _____

DATE SIGNED _____

By the above signature, the Offeror commits that it has read and understands the entire IFB and can provide the items set forth in this IFB for its proposed unit pricing.

****SAMPLE****

**EXHIBIT A - PRICE SUMMARY SHEET
INVITATION FOR BIDS 20-014
TWENTY-FIVE (25) BUS STOP SHELTERS**

****SAMPLE****

ITEM	QUANTITY	PRICE/UNIT	SUB-TOTAL	SALES TAX (8.75%)	DELIVERY FEE	GRAND TOTAL
Bus Stop Shelter: (detailed description and illustrations located in Scope of Work)	25	\$ 5,000.00	\$ 125,000.00	\$ 10,937.50	\$ 500.00	\$ 136,437.50

NOTE: Pricing shall be all-inclusive and shall include furnishing of all labor, including but not limited to full-time competent supervision, materials, supplies, utilities, and services, delivery, receiving, handling and storage, insurance, applicable taxes, and all other services and expenses necessary to perform the work.

1. I acknowledge receipt of IFB 20-014 and Addenda No.(s) _____¹

2. This offer shall remain firm for 120 days from the date of quote

FIRM NAME: ABC COMPANY

FIRM ADDRESS: 1234 One Way Drive, Quote City, CA 95001

FIRM TELEPHONE: 123-123-1234

SIGNATURE OF PERSON

AUTHORIZED TO BIND OFFEROR *Steve Samples*

PRINTED NAME AND TITLE OF PERSON STEVE SAMPLES, BID COORDINATOR

DATE SIGNED 02-05-2020

By the above signature, the Offeror commits that it has read and understands the entire IFB and can provide the items set forth in this IFB for its proposed unit pricing.

****SAMPLE****

SECTION III
REQUIRED FORMS

**CERTIFICATION OF PRIMARY PARTICIPANT
Regarding Debarment, Suspension and Other Responsibility Matters**

For use by prime contractors submitting a proposal in an amount equal to or greater than \$25,000.

The _____ certifies to the best of its knowledge and
(firm name/principal)
belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted 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 cause or default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

The primary participant, _____ certifies or
(firm name/principal)
affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. sections 3801 et seq. are applicable thereto.

Signature and Title of Authorized Official

**CERTIFICATION OF LOWER-TIER PARTICIPANTS
Regarding Debarment, Suspension and Other Ineligibility and Voluntary Exclusion**

For use by sub-contractors who submitted proposals to the prime contractor in an amount equal to or greater than \$25,000.

The _____
(firm name/principal)

certifies by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participant in this transaction by any Federal department or agency.

If unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.

The _____
(firm name/principal)

certifies or affirms the truthfulness and accuracy of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. sections 3801 et seq. are applicable thereto.

Signature and Title of Authorized Official

**CERTIFICATION
OF
RESTRICTIONS ON LOBBYING**

I, _____, hereby certify on behalf (name of proposer) of

_____ that:
(name of company)

(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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence 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 of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 20 _____

By _____
(signature of authorized official)

(title of authorized official)

Agreement No. _____

CERTIFICATION OF DRUG FREE WORKPLACE

I, _____ (*name of authorized official*), hereby certify on behalf of _____ (*name of company*) that the CONTRACTOR named above, and all Sub-Contractors working on this contract, will comply with California Government Code Section 8355 in matters relating to providing a drug-free workplace. The CONTRACTOR and all Sub-Contractors will therefore:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance are prohibited, and that specified actions will be taken against employees for violation of these prohibitions, as required by California Government Code Section 8355(a).
2. Establish a Drug-free Awareness Program, as required by California Government Code Section 8355(b), to inform employees all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The firm's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs, and;
 - d. Penalties that may be imposed upon employees for drug abuse violations, including that no employee who tests positive for use of a controlled substance shall be permitted to work on this contract.
3. Provide, as required by California Government Code Section 8355(c), that every employee who works on the proposed contract:
 - a. Will receive a copy of the firm's drug-free policy statement, and;
 - b. Will agree to abide by the terms of the firm's statement as a condition of employment on the contract.

CERTIFICATION:

I, _____ (*name of authorized official*), hereby certify that the above-named company, which I am duly authorized to represent, will comply with the Drug Free Workplace requirements of this contract. I understand that this certification is made under penalty of perjury, under the laws of the State of California.

Executed this _____ day of _____, 20 _____.

Signature of Authorized Official

Title

“BUY AMERICA” PROVISION

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include microprocessors, computers, microcomputers, or software, or other such devices, which are used solely for the purpose of processing or storing data.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

“BUY AMERICA” CERTIFICATION

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR 661.

Date _____

Signature _____

Company _____

Name _____

Title _____

Certificate of Non-Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exemption to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Date _____

Signature _____

Company _____

Name _____

Title _____

BID BOND

FOR

RIVERSIDE TRANSIT AGENCY

KNOWN ALL MEN BY THESE PRESENTS that _____, as BIDDER, and _____, as SURETY, are held and firmly bound unto Riverside Transit Agency, as RTA, in the sum of _____ dollars (\$ _____), which is five percent (5%) of the total amount bid by BIDDER to RTA for the above stated project, for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid to RTA for the above stated project, if said bid is rejected, or if said bid is accepted and a Contract is awarded and entered into by BIDDER in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of RTA.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals, this _____ day of _____, 20_____.

BIDDER* _____

SURETY* _____

Subscribed and sworn to this _____ day of _____, 20_____/

NOTARY PUBLIC _____

* Provide BIDDER/SURETY name, address and telephone number and the name, title, address and telephone number of authorized representative.

PARTY DISCLOSURE FORM
Information Sheet

RIVERSIDE TRANSIT AGENCY

California Government Code §84308, commonly referred to as the “Levine Act,” precludes an officer, and his or her alternate, of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and three months following the decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any officer, or on behalf of any candidate for office or on behalf of any committee.

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

- A. If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$250 to any board member or his or her alternate. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends three months after a final decision is rendered by the Board of Directors. In addition, no board member or alternate may solicit or accept a campaign contribution of more than \$250 from you during this period.
- B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venture(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any board member or his or her alternate during the 12-month period preceding the filing of the application or the initiation of the proceeding.
- D. If you or your agent have in the aggregate contributed more than \$250 to any individual board member or his/or her alternate during the 12 months preceding the decision on the application or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Party Disclosure Form should be completed and filed with your proposal, or with the first written document, you file or submit after the proceeding commences.

1. A proceeding involving “a license, permit, or other entitlement for use” includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.
2. Your “agent” is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are “agents.”
3. To determine whether a campaign contribution of more than \$250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venture(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different directors or their alternates are not aggregated.
4. A list of the members and alternates of the Board of Directors is attached.

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and 2 Cal. Adm. Code Sections 18438-18438.8.

PARTY DISCLOSURE FORM
RIVERSIDE TRANSIT AGENCY
AND ITS AFFILIATED AGENCIES

_____ **No contributions have been made during the preceding 12 months.**
(Skip following portion and have authorized person sign where indicated.)

_____ **Contributions have been made during the preceding 12 months as detailed below.**

Party's Name: _____

Party's Address: _____
Street

Application or Proceeding

Title and Number: _____

Board Member(s) or Alternate(s) to whom you and/or your agent made campaign contributions and dates of contribution(s) in the preceding 12 months:

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount: _____

Date: _____

Signature of Party and/or Agent

RTA Board Members & Alternates 2020

City of Banning: Council Member Art Welch
(Council Member David Happe, Alternate)

City of Beaumont: Council Member Nancy
Carroll (Mayor Pro Tem Michael Lara, Alternate)

City of Calimesa: Mayor Pro Tem Linda Molina
(Council Member Ed Clark, Alternate)

City of Canyon Lake: Council Member Jeremy
Smith (Council Member Randy Bonner,
Alternate)

City of Corona: Mayor Jim Steiner (Council
Member Jason Scott, Alternate)

City of Eastvale: Mayor Brandon Plott (Mayor
Pro Tem Jocelyn Yow, Alternate)

City of Hemet: Mayor Pro Tem Linda Krupa
(Council Member Michael Perciful, Alternate)

City of Jurupa Valley: Mayor Anthony Kelly Jr.
(Council Member Brian Berkson, Alternate)

City of Lake Elsinore: Council Member Timothy
J. Sheridan (Mayor Pro Tem Robert Magee,
Alternate)

City of Menifee: Council Member Greg August
(Council Member Lesa Sobek, Alternate)

City of Moreno Valley: Council Member David
Marquez (Mayor Dr. Yxstian Gutierrez,
Alternate)

City of Murrieta: Mayor Pro Tem Scott
Vinton (Jonathan Ingram, Alternate)

City of Norco: Mayor Berwin Hanna (Council
Member Ted Hoffman, Alternate)

City of Perris: Council Member Malcolm
Corona (Council Member Rita Rogers,
Alternate)

City of Riverside: Council Member Andy
Melendrez (Council Member Chuck Conder,
Alternate)

County of Riverside, District I: Supervisor
Kevin Jeffries (Alternate-At –Large Jerry
Sincich, Legislative Analyst Tricia Almiron,
Alternates)

County of Riverside, District II: Supervisor
Karen Spiegel (Alternate-At-Large Ike
Bootsma, Alternate)

County of Riverside, District III: Supervisor
Chuck Washington (Chief of Staff Michelle
DeArmond, Alternate)

County of Riverside, District V: Supervisor
Jeff Hewitt (Legislative Assistant Barry
Busch, Alternate)

City of San Jacinto: Council Member Alonso
Ledezma (Council Member Joel Lopez,
Alternate)

City of Temecula: Council Member Zak
Schwank (Mayor Pro Tem Maryann
Edwards, Alternate)

City of Wildomar: Mayor Pro Tem Bridgette
Moore (Council Member Joseph Morabito,
Alternate)

Updated 2-3-20

PARTICIPANT DISCLOSURE FORM
Information Sheet

RIVERSIDE TRANSIT AGENCY

California Government Code §84308, commonly referred to as the “Levine Act,” precludes an officer, and his or her alternate, of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and three months following the decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any officer, or on behalf of any candidate for office or on behalf of any committee.

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

- A. If you are a participant in a proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$250 to any board member or his or her alternate. This prohibition begins on the date you begin to actively support or oppose an application for license, permit, or other entitlement for use pending before the Riverside Transit Agency or any of its affiliated agencies, and continues until three months after a final decision is rendered on the application or proceeding by the Board of Directors.

No board member or alternate may solicit or accept a campaign contribution of more than \$250 from you and/or your agency during this period if the board member or alternate knows or has reason to know that you are a participant.

- B. The attached disclosure form must be filed if you or your agent have contributed more than \$250 to any board member or alternate for the Riverside Transit Agency or any of its affiliated agencies during the 12-month period preceding the beginning of your active support or opposition. (The disclosure form will assist the board members in complying with the law.)
- C. If you or your agent have made a contribution of more than \$250 to any board member or alternate during the 12 months preceding the decision in the proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a participant in the proceeding.

The Participant Disclosure Form should be completed and filed with the proposal submitted by a party, or should be completed and filed the first time that you lobby in person, testify in person before, or otherwise directly act to influence the vote of the board members of the Riverside Transit Agency or any of its affiliated agencies.

1. An individual or entity is a “participant” in a proceeding involving an application for a license, permit or other entitlement for use if:
 - a. The individual or entity is not an actual party to the proceeding, but does have a significant financial interest in the Riverside Transit Agency’s or one of its affiliated agencies’ decision in the proceeding.

AND

- b. The individual or entity, directly or through an agent, does any of the following:
 - (1) Communicates directly, either in person or in writing, with a board member or alternate of the Riverside Transit Agency or any of its affiliated agencies for the purpose of influencing the member’s vote on the proposal;
 - (2) Communicates with an employee of the Riverside Transit Agency or any of its affiliated agencies for the purpose of influencing a member’s vote on the proposal;
or
 - (3) Testifies or makes an oral statement before the Board of Directors of the Riverside Transit Agency or any of its affiliated agencies.
2. A proceeding involving “a license, permit, or other entitlement for use” includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use; all contracts (other than competitively bid, labor, or personal employment contracts) and all franchises.
3. Your “agent” is someone who represents you in connection with a proceeding involving a license, permit, or other entitlement for use. If an agent acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar business entity or corporation, both the business entity or corporation and the individual are agents.
4. To determine whether a campaign contribution of more than \$250 has been made by a participant or his or her agent, contributions made by the participant within the preceding 12 months shall be aggregated with those made by the agent within the preceding 12 months or the period of the agency, whichever is shorter. Campaign contributions made to different members or alternates are not aggregated.
5. A list of the members and alternates of the Board of Directors is attached.

This notice summarizes the major requirements of Government Code Section 84308 and 2 Cal. Adm. Code Sections 18438-1 8438.8.

PARTICIPANT DISCLOSURE FORM
RIVERSIDE TRANSIT AGENCY
AND ITS AFFILIATED AGENCIES

_____ **No contributions have been made during the preceding 12 months.**

(Skip following portion and have authorized person sign where indicated below.)

_____ **Contributions have been made during the preceding 12 months as detailed below.**

Party's Name: _____

Party's Address: _____

Street Address

City

State

Zip

Phone

Application or Proceeding

Title and Number: _____

Board Member(s) or Alternate(s) to whom you and/or your agent made campaign contributions and dates of contribution(s) in the preceding 12 months:

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Date: _____

Signature of Party and/or Agent



AFFIDAVIT OF NON-COLLUSION (required)

Submit this form with the Price Proposal, failure to do so is grounds for disqualification.

I hereby swear (or affirm) under penalty of perjury that:

1. I am the bidder (if the bidder is an individual), a partner in the bid (if the bidder is a partnership), or an officer or employee of the bidding corporation and have authority to sign on its behalf (if the bidder is a corporation);
2. The bidder has independently produced the attached bid(s) without collusion, agreement, understanding or planned common course of action, with any other source, that would limit independent bidding competition;
3. The contents of the bid(s) have not been communicated by the bidder and or its employees and or agents to any person not an employee and or agent of the bidder and or its surety, on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid, and
4. I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Bidder's Company Name

Legal Structure (corp./partner/proprietor)

Principal Office Address

City, ST, Zip

Phone Number

Fax Number

E-Mail

Federal Employer Identification Number

Title of Person Authorized to Sign

Print Name of Person Authorized to Sign

Date Signed by Authorized Signatory

**FINANCIAL STATUS REQUIREMENT
CERTIFICATION BY CONTRACTOR**

I am aware of and acknowledge the requirement to submit financial documentation that meets the following criteria:

- Clearly identifies the financial status and condition of Bidder’s immediate business entity, as well as that of the overall Company structure, if applicable, and;
- Covers a period of at least one (1) year, and;
- Is dated not more than 12-months prior to the date of bid submission.

I understand examples of acceptable documentation include:

- Audited financial statements, or;
- Dun and Bradstreet report, or;
- Filed Federal tax return for immediately preceding tax year, or;
- One-page CPA summary.

I affirm that:

- I have attached the requisite financial documentation (staple financial documents to this certification), and;
- I have fully executed this certification; see below, and;
- I will include this certification and the attached financial documents with my sealed bid.

Date _____

Signature _____

Company _____

Name _____

Title _____

INFORMATION REQUIRED OF BIDDER

The Bidder is required to supply the following information. Additional sheets may be attached if necessary.

1. Name of Bidder, Firm or Corporation: _____
2. Business Address: _____
3. Telephone: () _____
4. Type of Firm--Individual, Partnership or Corporation: _____
5. Corporation organized under the laws of state of: _____
6. Contractor/Business License No.: _____ Years of Experience: _____
License Type/Expiration Date: _____
7. List the names and addresses of all owners of the firm or names and titles of all officers of the corporation:

8. Key Personnel to work on this Project (include title):
 - i. _____
 - ii. _____
 - iii. _____
9. List at least three project references for services rendered as of recent date:

Contract Type	Type of Service/Product	Date Completed	Name and Address of Owner	Contact Name and Phone Number

10. List three credit references as follows:

Name: _____

Address: _____

Telephone: _____

Contact: _____

Name: _____

Address: _____

Telephone: _____

Contact: _____

Name: _____

Address: _____

Telephone: _____

Contact: _____

11. **BIDDERS must submit its most current Audited financial statements**, a Dun & Bradstreet report, last year's tax return or a one-page summary from a CPA. This statement should clearly identify the financial status and condition of the Offeror's immediate business entity, as well as that of the overall Company structure, if applicable; the date of this statement should cover a period of at least one (1) year and should be dated no more than twelve (12) months prior to the date of the bid submission.

12. BIDDER to provide its Workers' Compensation Experience Mod Factor for the past three years.

2017 _____

2018 _____

2019 _____

If BIDDER is self-insured, the total number of injuries (lost-time and medical only) each for the past three years and the corresponding payroll dollars by year shall be provided as an attachment.

13. List of Suppliers for Major Items (provide an attachment if necessary):

Name: _____

Address: _____

Item Being Supplied: _____

14. Labor Agreements

Union(s) _____

Local No.(s) _____

Expiration date of current
agreement(s) _____

SECTION IV
SCOPE OF WORK

EXHIBIT B
Scope of Work

INTRODUCTION

PROJECT BACKGROUND

The Riverside Transit Agency (RTA) is a Joint Powers Agency, established in 1975 and operating since 1977, whose mission is to provide safe, reliable, courteous, accessible and user-friendly public transportation services to the residents and visitors of western Riverside County in Banning, Beaumont, Calimesa, Canyon Lake, Corona, Eastvale, Hemet, Jurupa Valley, Lake Elsinore, Moreno Valley, Menifee, Murrieta, Norco, Perris, Riverside, San Jacinto, Temecula, Wildomar and the unincorporated districts of western Riverside County (Districts I, II, III, and V). The Agency's transit service area is approximately 2,500 square miles, the second largest service area in the country, with 35 fixed routes, 8 express routes and Dial-A-Ride services. The area is bound to the north by San Bernardino County, to the east by the San Jacinto Mountains and the Coachella Valley Sub-Region of Riverside County, to the west by Orange County and to the south by San Diego County.

The RTA Bus Stop Improvement Program was established by Board action in July 2015, as an outcome of the RTA Bus Stop Strategic Policy project which was to develop a clear, fair and equitable policy to allocate bus stops and amenities across the RTA service area. This program includes a bulk purchase of new shelters based on the designs adopted as part of the RapidLink GoldLine and Downtown Riverside Bus Stop Improvement projects. The bulk purchase is a key element of this program and is the subject of this procurement.

PROJECT DESCRIPTION

It is RTA's intent to contract for the procurement of Twenty-Five (25) Transit Shelters. It is further required that the amenities be delivered to our Hemet facility located at 700 Scaramella Circle, Hemet, CA 92545. Vendor proposals shall include lead times for these items with any associated delivery fees. Also, the vendor will provide for the off-loading of the products at that facility. The procurement will be in accordance with the technical specifications listed below with items reflecting the aesthetics shown in the pages of Attachment A and be contingent upon available funding.

SHELTER TECHNICAL SPECIFICATIONS

Shelter dimensions and specifications: 17' x 5' roof overall dimensions, with a minimum clearance of 7'-3" from ground level to bottom of roof beam perimeter, or approved equivalent.

1. The one piece roof shall be welded from four lengths of aluminum rectangular extrusions.
2. Two roof beams shall be welded to the roof perimeter for placement of the supporting legs. These beams also house the lighting in those shelters, which feature optional electric lighting.
3. Roof beams are pre-drilled to facilitate field installation
4. Dome roof structure to be covered with standing seam roof panels are secured with self-tapping screws and rubber washers.
5. Two 4" square tubing steel legs support the roof near the end of the roof structure. An additional supporting rectangular tube secures the top center of legs with a gusset. Four adjustable leg flanges allow for up to 12" grade variation adjustment.
6. All materials shall be top quality — only ASTM A500 grade B structural steel members and 6063-T6 grade aluminum extrusion with a minimum thickness of 1/8 inch.
7. Steel welding shall conform to American welding society standard D1. 1-80. Electrodes conform to ASTM A233, class E70S-6. All aluminum components shall be welded in accordance with AWS/SFA 5.10 CLASS ER4043. All welding shall be performed by certified welders.
8. All of the structure's metal surfaces shall be coated with durable baked polyester powder coat finish, 4-5 ml thick. Powder coat finish shall be durable in outdoor use and to withstand graffiti removal solvents. Color is to be black from the standard RAL color chart 1. Proposer shall provide an outline of their powder coat finish process including metal preparation such as sandblast, cleaning, etching, and top coat quality check.
9. Shelter shall be constructed of modular, interchangeable components to allow for parts replacement and ease of installation. Shelters shall be shipped fully assembled.
10. The shelter shall be supplied with all stainless steel hardware and ground anchors necessary for site installation.
11. All detail shop drawings, details of materials, fabrication, assembly and framing details, erection drawings, parts list and field installation instructions shall be submitted for review and approval by Engineer.
12. Stamped and wet sealed engineering calculations from a CA structural engineer confirming with local building codes including wind, seismic, and snow loads to be provided to the Engineer.
13. This shelter shall carry a minimum three-year warranty.

14. Vendor must have a permanent unique serial number stamped/adhered on the shelter in an inconspicuous location. The font size, location, etc. to be determined between the vendor and the Agency.
15. Vendor to install two blank location plaques per shelter. The Agency will provide the lettering since the shelter locations will be determined at a later date.

Solar lighting specifications include:

The ability to be installed on the proposed shelter structure

Shelter Lighting:

Each bus shelter shall have a lighting option. The intent and preference is to deliver the maximum amount of light possible in shelter common areas, specifically on and near the shelter bench(s).

Summary of lighting specifications:

- Each bus shelter shall provide security illumination from dusk to dawn in the specified area.
- Solar lighting solution shall be low profile and integrated with shelter roof design. Design should be low profile, aesthetic and vandal resistant. L.E.D. technology shall be used with a minimum of 50,000 hours of operation.
- For safety, each solar lighting system shall have an approved NRTL listing certification from OSHA. Products without all major electrical components NRTL approved or without a single system NRTL certification will not be considered.
- Battery back-up (autonomy) should be minimum 5 days.
- Solar controller shall be a smart controller and possess a self-test feature.

Specifications

1. Solar/Shelter integration: Solar units must be capable of mounting to and providing illumination for the shelters: RTA will consider roof mounted solar equipment (excluding LED fixtures) - All exposed metalwork will be powder coated to match shelter color and the finish is to be warranted for a minimum of 5 years.
2. Vandal Resistance:
 - Solar units to be designed to include vandal resistant hardware and designed to withstand abuse.
 - Security fasteners will be used for any exposed points.
3. Solar panels to be of low profile design for aesthetic and vandal resistant purposes and use security hardware to fasten to the shelter roof. Illuminated Area: Illumination for shelters is primarily intended for the interior seating areas. For the purpose of measuring light levels (average and peak FC values) area of illumination shall be approximately 126 square feet under the shelter roof (7x18').

4. LED Luminaire:

- LED's shall carry a safety certification (ETL, UL for example).
- LED's must also be **field** serviceable with minimal time and effort
- For equal comparisons light output measurements shall be conducted at 6ft from LED fixture to determine the peak, average and minimum in an approximate 126 square feet under the shelter roof.
- During the months of December, January and February, LEDs shall provide a minimum nightly peak 7.5 fc, 3.0 fc average and minimum 0.3 foot candles (fc) in an area approximately 126 square feet under the shelter roof.
- LED luminaire (fixture) is to be high intensity, cool white (5500-6000 Kelvin) color temperature
- For the illuminated area referenced in #3 above, alternate LED optics or lens options may be provided as an option. All other LED luminaire specifications shall remain the same. Photometric plots or IES files must be provided for approval.

5. Power Source:

A. Solar (12VDC or 24VDC) power source –

- All solar power systems shall be driven by a single solar controller. Over current or fused protection in accordance with NEC and UL safety standards.

B. Optional Grid (120VAC) power source –

- Same UL Certified LEDs shall be used for consistency and ease of replacement.
- LED driver must be UL Certified Class 2 Fixed.

6. Modular Design:

- Solar units and their components must be of modular design to allow for independent replacement of solar collector, LED light bar, batteries and lighting control module. Replacement part numbers to be provided to RTA upon acceptance of light fixtures.

7. Batteries & Autonomy:

- Batteries shall have a minimum 5 day autonomy or battery reserve
- Battery component shall be industry approved rechargeable, non-spillable, sealed, AGM (absorbed glass mat).
- Batteries must be capable of providing a minimum of three years of trouble free charging and discharging and warranted for a three year pro-rated period. Solar unit must be capable of providing 5 days of full brightness, from a full charge, with no additional charging.

8. Solar Controller Requirements:

- The controller for all solar lighting systems shall be a single solution and be circuit board based and contain a real time clock for accuracy.
- Where applicable, the controller as described above must automatically adjust for daylight savings time.
- Each controller should have an integral low voltage disconnect and be able to operate the LED luminaires as specified.
- To avoid false transitions due to overhead and/or ambient light conditions, controllers which rely on solar module voltages or photocell to transition between on and off only will **NOT** be considered.
- Functionality must also include a self-test feature which easily demonstrates LED operation and battery state of health. The self-test must be able to be performed by Agency staff during the day, without the use of any specialty tools.
- The controller should be one complete unit; including a regulator, LED driver with a real time clock and self-test feature. A solar regulator coupled with a third party timer for LED light operation will **NOT** be considered. Each solar controller shall be factory set to have the capability to automatically adjust light level output to seasonal changes and or local weather conditions.
- Each solar controller shall also contain a factory set real time clock for on/off transition accuracy and possess a self-test feature which is functional during the day without the use of any specialty tools.

9. Engineering Drawings:

- Respondents shall provide with their proposal response a set of calculations and stamped drawings for a typical bus shelter by a licensed California certified professional engineer.
- Drawings should include structural and wind load calculations of the solar lighting systems on a typical bus shelter for the worst case environmental conditions in California.

10. Warranty Requirements:

- Batteries will have a minimum three (3) year prorated warranty
- All system components including LEDs, controllers, wiring, solar panels, metal work, and associated hardware will have a minimum five (5) year warranty.
- Replacement components under warranty must be made available within four (4) weeks of reported issue and determined remedy.

11. Solar and Battery Autonomy Calculations

- Detailed ALR (Array to Load Ratio) calculations are required with the proposal response to demonstrate the proposed solar system can deliver the required power and meet or exceed minimum battery autonomy (reserve) days of 5 days for each bus shelter lighting system. 10 day reserve/autonomy calculations should also be included. **ALR = available energy/used energy**
- This project requires a minimum ALR of 1.25. A detailed explanation of calculations, for 5 days of autonomy, should be included with the bid response. For the purposes of solar and battery calculations vendors are reminded not to assume an optimal solar tilt nor optimal south facing solar array as bus shelters will have multiple orientations.

Submittals – Solar and Battery Autonomy Calculations

- Detailed calculations shall be provided for both solar lighting systems to demonstrate the proposed solar systems can deliver the required power and meet or exceed minimum battery autonomy (reserve) days. An explanation of calculations should be included.

Map/Schedule Display Kiosk

- Provide a two-sided display kiosk/map display (1'4" wide X 1'6" height) mounted between shelter legs that is weather proof with 1/8" polycarbonate windows (both sides) with 1/8" thick X 1/4" foam tape gasketing, 12GA. Steel frame, lockable using 10-32 X 1/2" Stainless steel tamper resistant machine screws (Allen drive face) and be consistent with the elevation and aesthetic shown in Attachment "A"; inside display space to be 1'2" wide X 1'4" height.

Manufacturing, Quality and Reference Requirements

Each proposer shall have or meet the following minimum requirements:

- Assembled in the United States and Buy America compliant
- ISO 9001: Registered Certification (The Agency will accept a quality control plan audited by an outside agency in lieu of the ISO 9001 requirement)
- International Traffic in Arms Regulations (ITAR) Registered
- CCR Registered (CAGE Code 54XS8)

Available to RTA upon request certificate of conformance (COC) specification document for materials delivered. Additionally the successful vendor or proposer shall have an understanding of the transit industry, transit amenities and provide at least six (6) current transit agency or city references with similar products to RTA's request.

Amenity Colors

- The approved color for all shelters is RAL #9017 TRAFFIC BLACK

Submittals:

- Contractor shall submit stamped and wet sealed engineering calculations from a CA structural engineer confirming with local building codes including wind, seismic, and other loads to be provided to the Engineer.

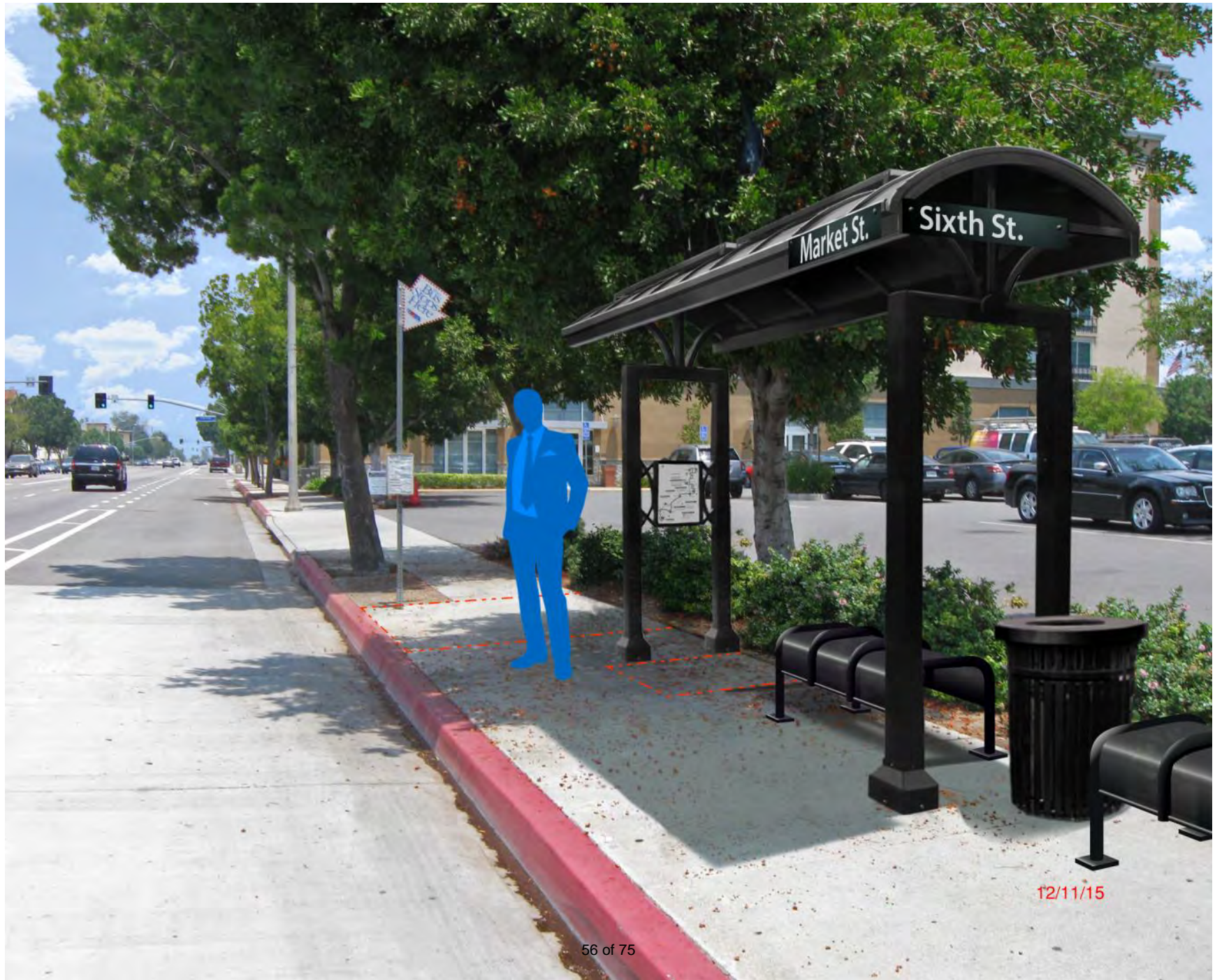
ATTACHMENT A



- ① Standing seam metal roof
- ② Perforated metal bench
- ③ Steel strap trash receptacle
- ④ Dual solar panels
- ⑤ Bolt on route map
- ⑥ Roof gutter
- ⑦ 4' x 4' area for mobility devices (per 2010 ADA Standards for Accessible Design, Chapter 305.3)
- ⑧ 5' x 8' loading and unloading zone (per 2010 ADA Standards for Accessible Design, Chapter 810.2)
- ⑨ Place for city emblem (provided by city)
- ⑩ 40" to bottom of sign text (per ADA Standards for Transportation Facilities, Table 703.5.5, Visual Character Height)
- ⑪ Optional bench
- ⑫ Route info (sign provided by others)

12/11/15

ATTACHMENT A



SECTION V
PROPOSED AGREEMENT

1 **SAMPLE AGREEMENT**
2 **AGREEMENT # 20-014**
3 **BETWEEN**
4 **RIVERSIDE TRANSIT AGENCY**
5 **AND**
6 **CONTRACTOR**
7

8 **THIS AGREEMENT** is made and entered into this ____ day of _____, 2020, by
9 and between the Riverside Transit Agency, 1825 Third Street, P.O. Box 59968, Riverside, California
10 92517-1968, (hereinafter referred to as "AGENCY"), and _____ (hereinafter
11 referred to as "CONTRACTOR").
12

13 **WITNESSETH:**

14 **WHEREAS**, AGENCY desires the services of a CONTRACTOR to provide 25 bus stop
15 shelters as set forth in Exhibit B-Scope of Work; and

16 **WHEREAS**, said work cannot be performed by the regular employees of AGENCY; and

17 **WHEREAS**, CONTRACTOR has represented that it has the requisite personnel and
18 experience, and is capable of providing such goods; and

19 **WHEREAS**, CONTRACTOR wishes to provide these goods;
20

21 **NOW, THEREFORE**, it is mutually understood and agreed by AGENCY and CONTRACTOR
22 as follows:
23

24 **ARTICLE 1. COMPLETE AGREEMENT**

25 A. This Agreement, CONTRACTOR's bid submittal dated _____, 2020,
26 incorporated herein as **Exhibit A**, the Scope of Work attached hereto and incorporated herein as
27 **Exhibit B**, and AGENCY's IFB 20-014 dated _____ as addended, constitutes the complete and
28 exclusive statement of the term(s) and condition(s) of the Agreement between AGENCY and
29 CONTRACTOR superseding all prior representations, understandings and communications. The
30 invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of
31 other term(s) or condition(s).

32 B. AGENCY's failure to insist in any one or more instances upon CONTRACTOR's
33 performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or
34 relinquishment of AGENCY's right to such performance or to future performance of such term(s) or

1 condition(s) and CONTRACTOR's obligation in respect thereto shall continue in full force and effect.
2 Changes to any portion of this Agreement shall not be binding upon AGENCY except when
3 specifically confirmed in writing by an authorized representative of AGENCY by way of a written
4 amendment to this Agreement and issued in accordance with the provisions of this Agreement.
5

6 **ARTICLE 2. AGENCY DESIGNEE**

7 The Chief Executive Officer of AGENCY shall have the authority to act for and exercise any
8 of the rights of AGENCY as set forth in this Agreement subsequent to, and in accordance with the
9 authorizations granted by AGENCY's Board of Directors.
10

11 **ARTICLE 3. SCOPE OF WORK**

12 CONTRACTOR shall perform the work necessary to complete in a manner satisfactory to
13 AGENCY the services set forth in **Exhibit B**, entitled "Scope of Work". All services shall be provided
14 at the times and places designated by AGENCY.
15

16 **ARTICLE 6. TERM OF AGREEMENT**

17 A. This Agreement shall commence upon execution by both AGENCY and
18 CONTRACTOR and shall continue in full force and effect up to a maximum purchase of 25 bus
19 stop shelters unless earlier terminated or extended as provided in this agreement.
20

21 **ARTICLE 5. BONDING – RESERVED**

24 **ARTICLE 6. PAYMENT**

25 A. For CONTRACTORS full and complete performance of its obligations under
26 this agreement, AGENCY shall pay the CONTRACTOR a Not-to-Exceed amount as listed
27 below. Said amount shall be based upon the costs specified in Exhibit A "Form 60 –
28 Contract Pricing" and shall include the total costs for all amounts payable to
29 CONTRACTOR for its subcontracts, leases, materials and costs arising from, or due to
30 termination of this Agreement.

31 B. CONTRACTOR shall invoice AGENCY on a per delivery basis for services
32 performed by CONTRACTOR. CONTRACTOR shall also furnish such other information

1 as may be requested by AGENCY to substantiate the validity of an invoice. At its sole
2 discretion, AGENCY may decline to make full payment for any item until such time as
3 CONTRACTOR has documented, to AGENCY's satisfaction, that CONTRACTOR has
4 fully completed all work required under that item.

5 C. Invoices shall be submitted to AGENCY's Accounts Payable Office.
6 AGENCY shall remit payment within thirty (30) calendar days of the receipt and approval
7 of each invoice.

8 Each invoice shall include the following information:

- 9 1. Agreement No. 20-014;
- 10 2. The total quantity delivered to each location, and covered by the invoice;
- 11 3. Total invoice amount; and
- 12 4. Such other information as requested by AGENCY.

13
14 **ARTICLE 7 – RESERVED**

15
16 **ARTICLE 8. MAXIMUM OBLIGATION**

17 Notwithstanding any provisions of this Agreement to the contrary, AGENCY and
18 CONTRACTOR mutually agree that AGENCY's maximum cumulative payment obligation hereunder
19 (including obligation for CONTRACTOR's profit), shall be _____ (\$\$),
20 which shall include all amounts payable to CONTRACTOR for its subcontracts, leases, materials
21 and costs arising from, or due to termination of this Agreement.

22
23 **ARTICLE 9. NOTICES**

24 All notices hereunder and communications regarding the interpretation of the terms of this
25 Agreement, or changes thereto, shall be effected by delivery of said notices in person or by
26 depositing said notices in the U.S. mail, registered or certified mail, return receipt requested, postage
27 prepaid and addressed as follows:

28 **To CONTRACTOR:**

To AGENCY:

Riverside Transit Agency

1825 Third Street

P.O. Box 59968

Riverside, CA 92517-1968

ATTENTION: Vince Rouzaud

1 Chief Procurement and Logistics Officer
2 (951) 565-5180
3 FAX: (951) 565-5001
4

5 **ARTICLE 10. INDEPENDENT CONTRACTOR**

6 CONTRACTOR's relationship to AGENCY in the performance of this Agreement is that of
7 an independent contractor. CONTRACTOR's personnel performing services under this
8 Agreement shall at all times be under CONTRACTOR's exclusive direction and control and shall
9 be employees of CONTRACTOR and not employees of AGENCY. CONTRACTOR shall pay all
10 wages, salaries and other amounts due its employees in connection with this Agreement and shall
11 be responsible for all reports and obligations respecting them, such as social security, income tax
12 withholding, unemployment compensation, workers' compensation and similar matters.
13

14 **ARTICLE 11. INSURANCE**

15 Contractor shall procure and maintain for the duration of the contract insurance against
16 claims for injuries to persons or damages to property which may arise from or in connection with
17 the performance of the work hereunder and the results of that work by the Contractor, his agents,
18 representatives, employees or subcontractors.

19 **MINIMUM SCOPE OF INSURANCE**

20 Coverage shall be at least as broad as:

21 1. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering
22 CGL on an "occurrence" basis, including products-completed operations, personal & advertising
23 injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies,
24 either the general aggregate limit shall apply separately to this project/location or the general
25 aggregate limit shall be twice the required occurrence limit.

26 2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor
27 has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than
28 \$1,000,000 per accident for bodily injury and property damage.

29 3. Workers' Compensation: as required by the State of California, with Statutory Limits, and
30 Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or
31 disease.

1 If the contractor maintains higher limits than the minimums shown above, the Agency requires and
2 shall be entitled to coverage for the higher limits maintained by the contractor.

3 Other Insurance Provisions

4 The insurance policies are to contain, or be endorsed to contain, the following provisions:

5 Additional Insured Status

6 The Agency, its officers, officials, employees, and volunteers are to be covered as additional
7 insured's on the CGL policy with respect to liability arising out of work or operations performed by
8 or on behalf of the Contractor including materials, parts or equipment furnished in connection with
9 such work or operations. General liability coverage can be provided in the form of an endorsement
10 to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10
11 and CG 20 37 forms if later revisions used).

12 Primary Coverage

13 For any claims related to this contract, the Contractor's insurance coverage shall be primary
14 insurance as respects the Agency, its officers, officials, employees, and volunteers. Any insurance
15 or self-insurance maintained by the Agency, its officers, officials, employees, or volunteers shall
16 be excess of the Contractor's insurance and shall not contribute with it.

17 Notice of Cancellation

18 Each insurance policy required above shall provide that coverage shall not be canceled, except
19 with notice to the Agency.

20 Waiver of Subrogation

21 Contractor hereby grants to Agency a waiver of any right to subrogation which any insurer of said
22 Contractor may acquire against the Agency by virtue of the payment of any loss under such
23 insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this
24 waiver of subrogation, but this provision applies regardless of whether or not the Agency has
25 received a waiver of subrogation endorsement from the insurer.

26 Deductibles and Self-Insured Retentions

1 Any deductibles or self-insured retentions must be declared to and approved by the Agency. The
2 Agency may require the Contractor to purchase coverage with a lower deductible or retention or
3 provide proof of ability to pay losses and related investigations, claim administration, and defense
4 expenses within the retention.

5 **Acceptability of Insurers**

6 Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII,
7 unless otherwise acceptable to the Agency.

8 **Verification of Coverage**

9 Contractor shall furnish the Agency's Chief Procurement and Logistics Officer with original
10 certificates and amendatory endorsements or copies of the applicable policy language effecting
11 coverage required by this clause. All certificates and endorsements are to be received and
12 approved by the Agency before work commences. However, failure to obtain the required
13 documents prior to the work beginning shall not waive the Contractor's obligation to provide them.
14 The Agency reserves the right to require complete, certified copies of all required insurance
15 policies, including endorsements required by these specifications, at any time.

16 **Special Risks or Circumstances**

17 Agency reserves the right to modify these requirements, including limits, based on the nature of
18 the risk, prior experience, insurer, coverage, or other special circumstances.

19

20 **ARTICLE 12. ORDER OF PRECEDENCE**

21 Conflicting provisions hereof, if any, shall prevail in the following descending order of
22 precedence: (1) the provisions of this Agreement, including **Exhibit A** CONTRACTOR's bid
23 submittal dated _____ and **Exhibit B** "Scope of Work"; (2) the provisions of IFB 20-014 as
24 addended; and (3) all other documents, if any, cited herein or incorporated by reference.

25

26 **ARTICLE 13. CHANGES**

27 By written notice or order, AGENCY may, from time to time, order work suspension or make
28 changes in the general scope of this Agreement, including, but not limited to, the services furnished
29 to AGENCY by CONTRACTOR as described in the **Exhibit B** "Scope of Work". If any such work
30 suspension or change causes an increase or decrease in the price of this Agreement or in the time

1 required for its performance, CONTRACTOR shall promptly notify AGENCY thereof and assert its
2 claim for adjustment within ten (10) days after the change or work suspension is ordered, and an
3 equitable adjustment shall be negotiated. However, nothing in this clause shall excuse
4 CONTRACTOR from proceeding immediately with the agreement as changed.

5
6 **ARTICLE 14. DISPUTES**

7 A. Except as otherwise provided in this Agreement, any dispute concerning a question
8 of fact arising under this Agreement which is not disposed of by supplemental agreement shall be
9 decided by AGENCY's Chief Procurement and Logistics Officer, who shall reduce the decision to
10 writing and mail or otherwise furnish a copy thereof to CONTRACTOR. The decision of the Chief
11 Procurement and Logistics Officer shall be final and conclusive unless, within thirty (30) calendar
12 days from the date of receipt of such copy, CONTRACTOR mails or otherwise furnishes to the Chief
13 Procurement and Logistics Officer a written appeal addressed to AGENCY's Chief Executive Officer.
14 The decision of the AGENCY's Chief Executive Officer or duly authorized representative for the
15 determination of such appeals shall be final and conclusive.

16 B. The provisions of this Article shall not be pleaded in any suit involving a question of
17 fact arising under this Agreement as limiting judicial review of any such decision to cases where fraud
18 by such official or his representative or board is alleged, provided, however, that any such decision
19 shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly
20 erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection
21 with any appeal proceeding under this Article, CONTRACTOR shall be afforded an opportunity to be
22 heard and to offer evidence in support of its appeal.

23 C. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed
24 diligently with the performance of this Agreement in accordance with the decision of AGENCY's Chief
25 Procurement and Logistics Officer. This "Disputes" clause does not preclude consideration of
26 questions of law in connection with decisions provided for above. Nothing in this Agreement,
27 however, shall be construed as making final the decision of any AGENCY official or representative
28 on a question of law, which questions shall be settled in accordance with the laws of the State of
29 California.

30 **ARTICLE 15. ACCEPTANCE/REJECTION**

31 Deliverables are subject to AGENCY's inspection/approval/rejection within a reasonable time
32 after receipt at destination. CONTRACTOR bears all expenses regarding any rejections.
33
34

1 **ARTICLE 16. TERMINATION**

2 A. AGENCY may terminate this Agreement for its convenience any time, in whole or
3 part, by giving CONTRACTOR written notice thereof. Upon termination, AGENCY shall pay
4 CONTRACTOR its allowable costs incurred to date of that portion terminated. Said termination shall
5 be construed in accordance with the provisions of 48 CFR 49, and Part 49 of the Federal Acquisition
6 Regulation (FAR), the specific subparts and other provisions thereof applicable to termination for
7 convenience. If AGENCY sees fit to terminate this Agreement for convenience, said notice shall be
8 given to CONTRACTOR in accordance with the provisions of the FAR referenced above and Article
9 9 "Notices" herein. Upon receipt of said notification, CONTRACTOR agrees to comply with all
10 applicable provisions of the FAR pertaining to termination for convenience.

11 B. CONTRACTOR shall have no rights to terminate this Agreement or any subcontracts
12 under this Agreement for CONTRACTOR's convenience.

13 C. CONTRACTOR shall have no rights to terminate any subcontracts for cause and
14 then perform the work with its forces without the Agency's prior written consent. Agency reserves
15 the right to require CONTRACTOR to replace its terminated subcontractors with another
16 subcontractor agreeable to the Agency and to do so without any increase or delay in the performance
17 of this Agreement.

18 D. AGENCY may terminate this Agreement for CONTRACTOR's default if a federal or
19 state proceeding for the relief of debtors is undertaken by or against CONTRACTOR, or if
20 CONTRACTOR makes an assignment for the benefit of creditors, or if CONTRACTOR breaches
21 any term(s) or violates any provision(s) of this Agreement and does not cure such breach or violation
22 within thirty (30) calendar days after written notice thereof by AGENCY. CONTRACTOR shall be
23 liable for any and all reasonable cost incurred by AGENCY as a result of such default including, but
24 not limited to, procurement costs of the same or similar services defaulted by CONTRACTOR
25 under this Agreement. Such termination shall comply with 48 CFR 49, and Part 49 of the FAR.
26

27 **ARTICLE 17. INDEMNIFICATION**

28 CONTRACTOR shall indemnify, defend and hold harmless AGENCY, its agents, officers,
29 officials, directors, employees, and volunteers from all losses, damages, claims for personal injury
30 or damages to real or personal property to the extent caused by CONTRACTOR'S negligence.
31 CONTRACTOR agrees to indemnify AGENCY against expenses, including reasonable attorneys'
32 fees, and liability arising from any such claim of infringement provided CONTRACTOR has the
33 right to control the defense or settlement of any such claim in accordance with the following:

1 (i) CONTRACTOR, at its own cost and expense, shall indemnify, defend and hold
2 harmless AGENCY from and against any and all claims, demands, actions, suits, damages,
3 liabilities, losses and expenses (including reasonable attorney's fees and disbursements) for
4 personal injury or property damage asserted by third parties to the extent caused by the
5 negligence or willful misconduct of CONTRACTOR in connection with CONTRACTOR'S
6 performance, or failure to perform this Agreement hereunder ("Third Party Claims").

7 (ii) AGENCY shall promptly give written notice to CONTRACTOR after obtaining
8 knowledge of any potential or actual Third Party Claim against AGENCY as to which recovery
9 may be sought against CONTRACTOR because of the indemnity set forth in clause (i) above.

10 (iii) CONTRACTOR shall defend AGENCY against any such Third Party Claim with
11 counsel mutually agreed to by CONTRACTOR and AGENCY. In addition:

12 (a) AGENCY may retain separate co-counsel at its sole cost and expense to
13 monitor the defense of the Third Party Claim provided however, that CONTRACTOR shall have
14 the right to control the defense of such Third Party Claim in CONTRACTOR'S sole discretion.

15 (b) AGENCY will not consent to the entry of any judgment or enter into any
16 settlement with respect to such Third Party Claim without the prior written consent of
17 CONTRACTOR;

18 (c) AGENCY shall cooperate with all reasonable requests of CONTRACTOR
19 in connection with the defense of such Third Party Claim.

20 (iv) To the extent reasonably possible, AGENCY shall use its good faith
21 efforts to mitigate any losses which CONTRACTOR is obligated to indemnify against
22 pursuant to this indemnification paragraph.

23
24 **ARTICLE 18. ASSIGNMENTS AND SUBCONTRACTING**

25 A. Neither this Agreement nor any interest herein nor claim hereunder may be assigned
26 by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement
27 be subcontracted by CONTRACTOR, without the prior written consent of AGENCY. Consent by
28 AGENCY shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all
29 terms and conditions of this Agreement.

30 B. AGENCY hereby consents to CONTRACTOR's subcontracting of portions of the
31 Scope of Work to the parties identified below for the functions described in CONTRACTOR's bid.
32 CONTRACTOR shall include in the subcontract agreement the stipulation that CONTRACTOR, not
33 AGENCY, is solely responsible for payment to the subcontractor for the amounts owing and that the
34 subcontractor shall have no claim, and shall take no action, against AGENCY, its officers, directors,

1 employees or sureties for nonpayment by CONTRACTOR.

2 **Subcontractor's Name/Address**

Subcontract % Amount

3 (from bid)

(from bid)

4
5 D. CONTRACTOR shall also include in the subcontract agreement the stipulation that
6 the subcontractor shall maintain insurance coverage in the amounts required from
7 CONTRACTOR as provided in this Agreement. At AGENCY's request, CONTRACTOR to
8 provide evidence of this coverage.

9 E. CONTRACTOR shall have no rights to terminate any subcontracts for cause and
10 then perform the work with its own employees without Agency's prior written consent. Agency
11 reserves the right to require CONTRACTOR replace its terminated subcontractor with another
12 subcontractor agreeable to the Agency and to do so without any increase or delay in the
13 performance of this Agreement.

14
15 **ARTICLE 19. AUDIT AND INSPECTION OF RECORDS**

16 CONTRACTOR shall provide AGENCY, the U.S. Department of Transportation (DOT), the
17 Comptroller General of the United States, or other agents of AGENCY, such access to
18 CONTRACTOR's accounting books, records, payroll documents and facilities of the CONTRACTOR
19 which are directly pertinent to this Agreement for the purposes of examining, auditing and inspecting
20 all accounting books, records, work data, documents and activities related hereto. CONTRACTOR
21 shall maintain such books, records; data and documents in accordance with generally accepted
22 accounting principles and shall clearly identify and make such items readily accessible to such
23 parties during CONTRACTOR's performance hereunder and for a period of four (4) years from the
24 date of final payment by AGENCY. AGENCY's right to audit books and records directly related to
25 this Agreement shall also extend to all first-tier subcontractors identified in Article 18 of this
26 Agreement. CONTRACTOR shall permit any of the foregoing parties to reproduce by any means
27 whatsoever or to copy excerpts and transcriptions as reasonably necessary.

28
29 **ARTICLE 20. FEDERAL, STATE AND LOCAL LAWS**

30 CONTRACTOR warrants that in the performance of this Agreement, it shall comply with all
31 applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and
32 regulations promulgated thereunder.

1 **ARTICLE 21. WARRANTY**

2 A. Bidder warrants to AGENCY that, for the period specified in Exhibit B “Scope of
3 Work”, following AGENCY’s inspection and acceptance of each item delivered hereunder, each
4 item shall conform to the requirements hereof and will be free from defects. In addition to other
5 remedies which may be available, AGENCY may, at its option, return any nonconforming or
6 defective items to BIDDER and/or require correction or replacement of said item at the location
7 of the item when the defect is discovered, all at BIDDER’s risk and expense. If AGENCY does
8 not require correction or replacement of nonconforming or defective items, BIDDER shall repay
9 such portion of the payment specified herein or such additional amount as is equitable under the
10 circumstances. AGENCY’s rights hereunder are in addition to, but not limited by, BIDDER’s
11 standard warranties. Inspection and acceptance of items by AGENCY, or payment therefore,
12 shall not relieve BIDDER of its obligations hereunder.

13 B. Any supplies or parts thereof corrected or furnished in replacement pursuant
14 to this clause shall also be subject to all the provisions of this clause to the same extent as
15 supplies initially delivered.

16
17 **ARTICLE 22. PROHIBITED INTERESTS**

18 A. CONTRACTOR covenants that, for the term of this Agreement, no director, member,
19 officer or employee of AGENCY during his/her tenure in office or for one (1) year thereafter shall
20 have any interest, direct or indirect, in this Agreement or the proceeds thereof.

21 B. No member of or delegate to the Congress of the United States shall be admitted to
22 any share or part of this Agreement or to the benefits thereof.

23
24
25 **ARTICLE 23. OWNERSHIP OF REPORTS AND DOCUMENTS**

26 The originals of all letters, documents, reports and other products and data produced under
27 this Agreement shall be delivered to, and become the property of AGENCY. Copies may be made
28 for CONTRACTOR’s records but shall not be furnished to others without written authorization from
29 AGENCY. Such deliverables shall be deemed works made for hire and all rights in copyright therein
30 shall be retained by AGENCY.

31
32 **ARTICLE 24. STANDARD OF CARE**

33 A. The CONTRACTOR represents that it is fully experienced and properly qualified to
34 perform the class of services required for this Agreement and that it is properly licensed, equipped,

1 organized and financed to perform the Services.

2 B. CONTRACTOR shall perform the Services under this Agreement in a skillful and
3 competent manner, consistent with the standard generally recognized being employed by
4 professionals in the same discipline in the State of California. Contractor represents and maintains
5 that it is skilled in the professional calling necessary to perform the Services. Contractor warrants
6 that all employees and subcontractors shall have sufficient skill and experience to perform the
7 Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors
8 have all licenses, permits, qualifications and approvals of whatever nature that are legally required
9 to perform the Services and that such licenses and approvals shall be maintained throughout the
10 term of this Agreement. Contractor shall perform, at its own cost and expense and without
11 reimbursement from Agency, any Services necessary to correct errors or omissions which are
12 caused by the Contractor's failure to comply with the standard of care provided for herein, and shall
13 be fully responsible to AGENCY for all damages and other liabilities provided for in the
14 indemnification provisions of this Agreement arising from Contractor's errors and omissions.

15
16 **ARTICLE 25. LIQUIDATED DAMAGES – RESERVED**

17
18 **ARTICLE 26. FORCE MAJEURE**

19 Either party shall be excused from performing its obligations under this Agreement during the
20 time and to the extent that it is prevented from performing by an unforeseeable cause beyond its
21 control including, but not limited to: any incidence of fire, flood; acts of God; commandeering of
22 material, products, plants or facilities by the federal, state or local government; national fuel shortage;
23 or a material act of omission by the other party; when satisfactory evidence of such cause is
24 presented to the other party, and provided further that such nonperformance is unforeseeable,
25 beyond the control and is not due to the fault or negligence of the party not performing.

26
27 **ARTICLE 27. PRIVACY ACT REQUIREMENTS**

28 CONTRACTOR shall comply with, and assures the compliance of its employees with, the
29 information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C.
30 §552a. Among other things, CONTRACTOR agrees to obtain the express consent of the Federal
31 Government before the CONTRACTOR or its employees operate a system of records on behalf
32 of the Federal Government. CONTRACTOR understands that the requirements of the Privacy
33 Act, including the civil and criminal penalties for violation of that Act, apply to those individuals

1 involved, and that failure to comply with the terms of the Privacy Act may result in termination of
2 the underlying Agreement.

3

4 This Agreement shall be made effective upon execution by both parties.

5

6 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. 20-014 to be
7 executed on the date first above written.

8

9 **CONTRACTOR**

RIVERSIDE TRANSIT AGENCY

10 By _____

By _____

11

Larry Rubio

12

Chief Executive Officer

13

14

APPROVED AS TO FORM:

15

16

By _____

17

Barbara Raileanu

18

General Counsel

FEDERAL TRANSIT ADMINISTRATION REQUIRED CLAUSES

1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

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

(1) 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.

(2) 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.

(3) 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.

3. ACCESS TO RECORDS

(1) Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 2 C.F.R. Part 200.326, the Contractor agrees to provide the Purchaser, 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 C.F.R. 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.

(2) Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the 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. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

(3) 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.

(4) 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.

(5) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than four 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 the Purchaser, 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 2 CFR Part 200.333.

4. FEDERAL CHANGES

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

5. CIVIL RIGHTS REQUIREMENTS

(1) Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, 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 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 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) Equal Employment Opportunity Requirements for Construction Activities – Contractor's and sub-contractor's shall comply with the following:

(a) U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor", 41 C.F.R. chapter 60, and

(b) Executive Order No. 11246, "Equal Employment Opportunity", as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity", 42 U.S.C. § 2000e note.

(4) 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.

6. 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, 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 RTA requests which would cause RTA to be in violation of the FTA terms and conditions.

7. 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.

8. TERMINATION

RTA may terminate the P.O./Contract in whole or in part for RTA's convenience or for Furnisher's default. RTA will notify the Furnisher regarding the nature, extent, and effective date of the termination. Upon receipt of the notice, Furnisher shall: (a) immediately discontinue all services affected and (b) deliver to RTA all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing P.O./Contract, whether completed or in process. If the termination is for RTA's convenience, RTA shall make an equitable price adjustment, but shall not allow anticipated profit on unperformed services. If the termination is for Furnisher's default, Furnisher must reimburse RTA for all costs of procurement.

9. DEBARMENT AND SUSPENSION

(1) This contract is a covered transaction as defined in U.S. DOT regulations, 2 CFR § 1200.220 Subpart B and, as such, Contractor must confirm it is not excluded or disqualified from participating in covered transactions funded in whole or in part with Federal funds.

(2) By signing and submitting its bid or proposal, Contractor certifies it is not excluded or disqualified from participating in a covered transaction funded in whole or in part with Federal funds. Contractor further certifies that this certification is a material representation of fact relied upon by RTA. If it is later determined the Contractor knowingly rendered an erroneous certification, in addition to remedies available to RTA, the Federal Government may pursue available remedies including, but not limited to suspension and/or debarment.

(3) Contractor further agrees to include, and require its Third Party Participants to include a similar condition in each lower tier covered transaction, assuring that all lower tier Third Party Participants:

(a) Will comply with Federal debarment and suspension requirements, and

(b) Review the "Excluded Parties Listing System" at <https://www.sam.gov>, as needed to comply with U.S. DOT regulations, 2 CFR part 1200.

10. BUY AMERICA

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content. A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

11. DISPUTES

Parties that are involved in disputes in the performance of this P.O./Contract agree to the following: 1) continue work on the P.O./Contract; 2) attempt resolution with the disputing party; 3) failing that, attempt resolution with a third party; 4) settlement made according to the laws of the State of California.

12. LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying". Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

13. CLEAN AIR

(1) 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.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

14. CLEAN WATER

(1) 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.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

15. CARGO PREFERENCE

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 leading 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 FTA recipient (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.

16. FLY AMERICA

Contractor agrees:

(1) 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.

(2) To include the requirements of this section in all subcontracts that may involve international air transportation.

17. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

RESERVED

18. SEISMIC SAFETY

The following requirement applies to contracts involving architectural/engineering for and/or construction of new buildings or additions.

Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

19. PATENT AND RIGHTS IN DATA

The following requirement applies to contracts involving experimental, developmental, or research work.

A. **Rights in Data** - The following requirements apply to each contract involving experimental, developmental or research work:

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

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

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

(b) In accordance with 2 C.F.R. Part 200.315, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

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

2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not

completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

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

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

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

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

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

B. Patent Rights - The following requirements apply to each contract involving experimental, developmental, or research work:

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

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

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

18. DISADVANTAGED BUSINESS ENTERPRISES (DBEs)

(1) This contract is subject to the requirements of 49 CFR Part 26, "Participation by DBEs in DOT Financial Assistance Programs". The national goal for participation of DBEs is 10%. RTA's overall goal for DBE participation is 1.5%. A separate contract goal has not been established for this procurement.

(2) Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. 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 RTA deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

(3) **Prompt Payment** – Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from RTA. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by RTA and Contractor's receipt of the partial retainage payment related to the subcontractor's work.

(4) The Contractor must promptly notify RTA, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of RTA.

19. RECYCLED PRODUCTS

Recovered Materials - Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended 42 USC 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. Designated items include vehicular, construction, transportation and landscaping products, non-paper office products, and miscellaneous products.

20. CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

RESERVED

21. ADA ACCESS

The following requirement applies to all architectural/engineering, transit operations/management, revenue vehicle and construction contracts.

Contractor agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities:

(1) **Federal laws**, including

(a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, prohibiting discrimination on the basis of disability in the administration of federally funded programs or activities;

(b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities;

- (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities;
 - (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and
 - (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities.
- (2) **Federal regulations**, including
- (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)", 49 C.F.R. part 37;
 - (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance", 49 C.F.R. part 27;
 - (c) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels", 49 C.F.R. part 39;
 - (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "ADA Accessibility Specifications for Transportation Vehicles", 36 C.F.R. part 1192 and 49 C.F.R. part 38;
 - (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Service", 28 C.F.R. part 36;
 - (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities", 28 C.F.R. part 36;
 - (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act", 29 C.F.R. part 1630;
 - (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities", 47 C.F.R. part 64, Subpart F;
 - (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards", 36 C.F.R. part 1194, and
 - (j) FTA regulations, "Transportation for Elderly and Handicapped Persons", 40 C.F.R. part 609.
- (3) Other applicable Federal civil rights and nondiscrimination guidance.

22. VETERANS EMPLOYMENT

Contractors working on a capital project funded using FTA assistance shall give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.