



GOLDEN EMPIRE TRANSIT DISTRICT

REQUEST FOR PROPOSALS

Hydrogen Refueling Station Consulting Services

Request for Proposals #G117

Issued by:

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

**Proposals must be submitted
No later than 4:00 PM
August 20, 2020**

LATE PROPOSALS WILL BE REJECTED

There will not be a public opening for this RFP

**For further information regarding this
RFP contact Victor Honorato
Via Email: vhonorato@getbus.org 661-324-9874 ext.326 or on the
Golden Empire Transit District website – www.getbus.org**

Issued: July 20, 2020

**GOLDEN EMPIRE TRANSIT DISTRICT
REQUEST FOR PROPOSALS
HYDROGEN REFUELING STATION CONSULTING SERVICES #G117**

NOTICE IS HEREBY GIVEN that sealed proposals are invited by the Golden Empire Transit District, a public transit district, is seeking proposals from qualified individuals or firms to provide Hydrogen Refueling Station Consulting Services to assist Golden Empire Transit District with the design and installation of a hydrogen fueling station, all in strict conformance with Contract Documents and Specifications therefore, entitled “Hydrogen Refueling Station Consulting Services RFP #117” being on file in the offices of the Golden Empire Transit District at 1830 Golden State Avenue, Bakersfield, California, 93301.

Each proposal must be contained in a sealed envelope stating “Hydrogen Refueling Station Consulting Services – RFP #G117, Attention: Victor Honorato – Purchasing Agent” and filed at the offices of the Golden Empire Transit District, 1830 Golden State Avenue, Bakersfield, California, 93301-1012 at or before 4:00 PM, August 20,2020.

Copies of the Contract Documents and Scope of Services may be obtained at the office of the Purchasing Agent of the Golden Empire Transit District at 1830 Golden State Avenue, Bakersfield, California or on the District’s website at www.getbus.org. Each proposal shall be submitted on a form prepared by the Golden Empire Transit District. No proposal may be withdrawn for a period of (120) days after opening. The District will not reimburse the bidders for cost incurred in the preparation of their proposals.

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

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

The District reserves the right to postpone proposal opening, accept or reject any and all bids and to waive any informality in any proposal, all as the District deems to being in its own best interests and subject to the rules and regulations issued by the Federal Transit Administration of the United States Department of Transportation.

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

**GOLDEN EMPIRE TRANSIT DISTRICT
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**GOLDEN EMPIRE TRANSIT DISTRICT
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HYDROGEN REFUELING STATION CONSULTING SERVICES #G117**

Introduction

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

The District operates a fleet of (85) 40-foot compressed natural gas buses on 14 fixed routes and provides paratransit transportation for ADA-eligible persons with a fleet of (21) compressed natural gas paratransit vehicles.

In order for Golden Empire Transit District to meet the California Air Resources Board’s Innovative Clean Transit Regulation of 100% zero emission fleet by 2040, Golden Empire Transit District has determined that hydrogen fuel cell bus technology is the best replacement vehicle for the District’s aging compressed natural gas buses.

Golden Empire Transit District is seeking proposals from a qualified individual or firms to provide consulting services to assist the District with the design, evaluation, and installation of a liquid hydrogen refilling station to support up to 15 fuel cell buses with the first five buses arriving in the spring of 2021.

The District reserves the right to reject any or all proposals, in whole or part to waive an informality in any proposal, and accept the proposal, which, in its discretion, is in the best interest of the District. Any proposer may withdraw his proposal, without obligation, at any time prior to the scheduled closing time for receipt of proposals.

Procurement and Project Schedule

Golden Empire Transit District reserves the right to revise the schedule:

Issuance of RFP	July 20, 2020
Deadline for Receipt of Question	July 31, 2020
Proposals Due:	August 20, 2020
Proposal Evaluation	August 21 - 27, 2020
Contractor Interviews:	September 2, 2020
Tentative Contract Award:	September 16, 2020
Project Completion	30 Days from Notice to Proceed

Golden Empire Transit District's Administration and Maintenance Facility is located at 1830 Golden State Ave, Bakersfield, California. 93301. The District also owns the adjacent property at 1920 Golden State Ave, Bakersfield, California where the District desires to install the new hydrogen refueling station. With five new hydrogen fuel cell buses arriving soon and additional fuel cell buses potentially being purchased in the future, the District would like to identify all infrastructure and transition needs with the services of a qualified consultant.

Scope of Services

The District has developed a list of desired consultant services. Please provide details regarding experience for each service identified in your proposal.

1. Hydrogen Refueling Station Analysis

a. The Consultant will conduct an analysis of the bus operations and the District's operating logistics to establish station requirements. The Consultant will supply a document identifying station characteristics and input variables. These will include but not limited to: daily throughput, fill quantities, fill rates, fueling window, days of back up supply, station footprint, utility services, backup electrical service and a possible maintenance service contract.

3. Develop Hydrogen Refueling Station RFP Specifications

a. The Consultant will develop a Request for Proposals document to solicit bids from Contractors to provide a liquid hydrogen refueling station. The solicitation will seek contractors to design and engineer the station in coordination with the District; specify the civil, electrical, and plumbing site work; equipment installation; station commissioning process; and employee and first responder training. Additionally, the RFP will seek proposals for maintenance service contracts, fuel prices and warranties.

b. The Consultant will participate in the pre-proposal meeting and be responsible for addressing technical questions and providing meeting minutes.

c. The Consultant will respond to requests for technical clarifications or questions submitted by contractors and assisting the District's staff in the development of any Addenda's to the RFP requested by potential proposers.

d. The Consultant will be responsible for assisting the District to prepare a list of preferred equipment vendors to solicit proposals from to maximum participation from vendors who are capable of providing the desired hydrogen refueling station equipment.

4. Proposal Evaluation

a. The Consultant will participate in the evaluation of the capability of the contractor to successfully build the hydrogen refueling station.

b. The Consultant will evaluate the contractor on their experience in constructing hydrogen refueling stations for transit operations or stations of similar size and required performance.

c. The Consultant will evaluate project and fuel cost for reasonableness.

d. The Consultant shall determine and provide an evaluation summary for each proposal identifying the advantages of each proposal, including but not limited to equipment quality, experience, and cost.

e. The Consultant shall provide a ranking for each proposal and present an award recommendation to staff for vendor selection.

f. The Consultant will provide assistance with contract negotiations with the successful proposer.

5. Project Management

- a. The Consultant will assist the District with the project oversight during the construction phase.
- b. The Consultant will provide technical assistance to the Contractor and District during the construction, equipment installation and station commissioning.
- c. The Consultant shall maintain all project related electronic or written correspondences including drawings, certified payroll, project schedule, and change order approvals, meeting minutes and etc.

6. Training

- a. The Consultant shall coordinate or provide technical expertise to the District to facilitate the training that will be provided by the refueling station vendor to employees and first responders. Included in this task will be performance /safety seminars and proper maintenance training for their equipment.

Evaluation Process

Golden Empire Transit District reserves the sole right to evaluate and select the successful Proposer. Evaluations will proceed in a manner set forth in this section.

Golden Empire Transit District will review each Proposal to determine whether the Proposer is responsive and responsible. This review will also examine the technical proposal to determine if the proposer has provided a proposal in compliance with the requirements of the RFP, and if the proposal otherwise technically acceptable and responsive. This review will be determined on a pass / fail basis.

Golden Empire Transit may request clarifications from Proposer during this review. Minor informalities, irregularities, and apparent clerical mistakes, which are unrelated to the technical content of the proposal, shall not be the basis for finding proposal to be non-compliant if corrected promptly by the Proposer upon receipt of notice from Golden Empire Transit District. Each Proposal receiving a "Pass" in the review will be evaluated in accordance with the process set forth and according to the criteria set forth.

Golden Empire Transit District will evaluate the technical proposal of each proposer that received a "Pass" in the review described above. Following the initial evaluation, Golden Empire Transit's Evaluation Committee will develop a ranking of the proposals. Based on the initial ranking, the Purchasing Agent may either transmit to the Chief Executive Officer and a recommendation for contract award to the highest ranked Proposer; or recommend establishment of competitive range. If a recommendation of contract award is transmitted to the Chief Executive Officer, he/she may either submit that recommendation the Board of Directors for contract award or direct the Purchasing Agent to establish a competitive range and proceed with determining competitive range as described below.

Determinations Regarding Competitive Range

If the Purchasing Agent determines that a competitive range should be established (or if so directed by the Chief Executive Officer), the purchasing Agent will identify the Proposers in the competitive range and notify all Proposers whether or not they are in the competitive range. The competitive range may include all or a portion of the Proposers proposal. Proposers determined to be within the competitive range may be invited for an interview and discussions with Golden Empire Transit's Evaluation Team and or be asked to submit a best and final offer.

Interviews and Discussions

If the Purchasing Agent determines that interviews a discussions are required, all Proposers determined to be in the competitive range will be invited to interview. These interviews are typically held at Golden Empire Transit District's Administration Office or by teleconference and include a presentation by the

Proposer followed by questions and requests for clarifications from Golden Empire Transit's Evaluation Team. Proposers should make efforts to have key personnel present at the interview. Failure to do so may adversely affect a Proposer's evaluation.

Evaluation of Proposals

Golden Empire Transit may require Proposers in the competitive range to submit a Best and Final Offer, which include any modifications to their technical proposal and their final price proposal. Best and Final Offer's should be used to respond fully to all issues, concerns, and questions that were raised during the interview sessions and/or in Golden Empire Transit District's written request for Best and Final Offer, to enhance their technical proposal, and submit the most cost-effective price proposal. If the Proposer's Best and Final Offer price proposal is higher than the initial price proposal, the Proposer must provide a full and detailed explanation of the reasons for the higher price. Golden Empire Transit District reserves, in its discretion, to require an additional round of Best and Final Offers.

Final Evaluation of Proposals

After the interviews and/or Best and Final Offer proposals, Golden Empire Transit District will evaluate the proposals taking into consideration information gleaned from the interviews and/or Best and Final Offer's. Following final evaluations, the Purchasing Agent will rank all proposals and determine the highest ranked Proposer. The Purchasing Agent will transmit to the Chief Executive Officer a recommendation for contract award with the highest ranked Proposer.

Action by Board of Directors

The Chief Executive Officer or their designee shall submit the recommendation for contract award to the Golden Empire Transit District's Board of Directors. The District's Board of Directors, if it concurs with the recommendation, shall authorize negotiation of final contract terms and conditions and execution of the contract. The Board of Directors is not bound by the recommendation of the District's staff, but it must base on any alternative selection for contract award on the evaluation criteria. The Board of Directors may not modify the evaluation criteria or their respective weight, or establish or rely on new or additional factors or considerations in making the award.

Negotiations

After authorization by the Board of Directors, the highest ranked Proposer will be invited to finalize contract term and conditions with Golden Empire Transit District. The written contract shall bind the Proposer to furnish and deliver the requested services at the negotiated prices and in accordance with the conditions of this RFP, any Addenda hereto, and the successful Proposer's proposal. If an agreement cannot be reached with the highest ranked Proposer, Golden Empire Transit District reserves the right to negotiate an agreement with the next highest ranked Proposer.

Single Proposal

If only one Proposal is received in response to this RFP, information may be requested from the Proposer to enable Golden Empire Transit District to perform a cost/price analysis and evaluation and audit in order to determine if the proposed price is fair and reasonable. Award may be made to a single Proposer if Golden Empire Transit District determines that the Proposal meets the requirements of this RFP and the price is fair and reasonable.

Authority of the Purchasing Agent

The Purchasing Agent shall have the authority to negotiate over price and technical matters; conduct a cost/price analysis; assess the price realism of proposed fees; review and audit all business records and related documents of any Proposer (including any affiliate or parent company, or joint venture member); contact any client references; and conduct site visits and investigations.

Evaluation Criteria

Golden Empire Transit District's team will evaluate the proposals. The team will select the firm whose proposal is most advantageous to the Golden Empire Transit District.

Proposals will be evaluated based on the following criteria: (listed in order of importance)

1. Price Proposal – overall price for services.
2. Proposed Schedule- proposer's understanding of the District's requirements of completion of project 30 Days after Notice to Proceed. The Proposer shall provide an estimated project schedule and timeline for the completion of each task requested by the Golden Empire Transit District.
3. Qualifications, Related Experience, and References- Technical experience in performing work of a closely similar nature; experience working with public agencies; strength and stability of the firm; client references demonstrating success in providing similar services within the last three years.
4. Staffing and Project Organization- Qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work. If the Proposer is utilizing subcontractors, identify and provide entity information for each subcontractor.
5. DBE participation

Proposal Requirements

Proposal Letter – Provide all business information of the Proposer and the primary contact person who is authorized to act for and bind the Proposer on all matters relating to this procurement, the responsibility of the Proposer, and the Proposer's satisfaction of the minimum qualifications needed to perform services under the contract.

Proposal Content and Project Understanding – Describe the Proposers understanding of Golden Empire Transit District and the desired services to be provided by the Proposer under this RFP. Additionally, the Proposal content is complete, organized and the presentation content is easy to comprehend.

Proposed Team – Identify the Proposer's team that will provide the services requested in this RFP. Describe the background and experience of each team member in providing similar services and relevant certifications or specific training related to hydrogen refilling station design. The Proposer must include resumes for each team member in providing similar services. If the Proposer is utilizing subcontractors, identify and provide entity information for each subcontractor. Describe the service to be performed by the subcontractor and the past experience the Proposer has working with those subcontractors. Provide an organizational chart showing the responsibilities and working relationships of and between the proposed team members and, if applicable, subcontractors.

Qualifications and Experience – List and describe a minimum of three projects or experiences, similar in nature to the project described in this RFP, that the Proposer is currently performing or has performed within the last three years.

Proposed Schedule - Proposer shall provide information about their current staff's work load and when the proposed team would be available to comment resources to this project. The Proposer shall provide an estimated project schedule and timeline for the completion of each task requested by the Golden Empire Transit District.

Related Project References – Proposer will provide references for related projects that have been or are currently being performed in the last 36 months. The Proposer must provide the minimum information:

- Name and address of the entity for which services were provided
- Month and year services were performed
- Name and contact information of the entity's project manager
- A description of the project and Proposer's qualifications, roles and responsibilities required by each entity.
- Names and specific experience of the project team that would perform the services included in this RFP.

Properly Executed Required Forms- all Required Forms in this RFP must be completely filled out and properly signed, including requested notarized form.

**GOLDEN EMPIRE TRANSIT DISTRICT
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**PART I
COMMERCIAL TERMS AND CONDITIONS
(Equipment, Materials and Services)**

1. CONTRACT DOCUMENTS

- a. All terms and conditions included in this solicitation will be incorporated into any resultant contract.
- b. It is the intent of the District to award a firm fixed price contract for this procurement.
- c. The District is exempt from Federal Excise and Transportation Taxes. The District will furnish necessary exemption certificate upon request. Any sales tax, use tax, imposts, revenues, excise or other taxes, which are now or which may hereafter be imposed by Congress, by a state or any political subdivision hereof and applicable to the sale or the material delivered as a result of bidder's proposal and which, by the terms of the tax law, must be passed directly to GET and will be paid by GET.

2. FORM OF BIDS

Bids shall be submitted only on the Bid Form, furnished to Proposers. Bids submitted on any other form will be considered non-responsive and **WILL BE REJECTED**. The only acceptable method of modifying a bid is by letter, if it is received by the person assigned to open bids prior to the time set for opening of bids.

3. RECEIPT OF BIDS

- a. Sealed PROPOSAL, an original and one copy will be received by:
Golden Empire Transit District
1830 Golden State Avenue
Bakersfield, CA 93301

The bid opening will occur at the time and date specified in the announcement.
(There will not be a public opening for this RFP)

- b. The District reserves the right to postpone bid opening for its own convenience, to reject any or all bids, and to cancel the requirements at any time prior to bid opening and return all bids unopened.

3. DISCREPANCIES

If a Contractor becomes aware of any discrepancy, ambiguity, error or omission, it shall be reported immediately to the District Staff, who will determine the necessity for clarification.

4. APPEAL PROCEDURES

The District in writing 10 workdays before bid opening must receive requests for approved equals, clarifications of specifications, and protest of specifications. Requests must be addressed as listed in Item 3 and be clearly marked on the outside of the envelope: "NOT A BID". Any request for an approved equal or protest of the specifications must be fully supported with technical data, test results, or other pertinent information as evident that the substitute offered is equal to or better than the specification requirements. The burden of proof as to the equality, substitutability, and the compatibility of proposed alternates or equals shall be upon the Contractor, who shall furnish all necessary information at no cost to the District. The District shall be the sole judge as to the quality, substitutability and compatibility of the proposed alternates or equals.

6. ADDENDA

- a. Clarification or any other notice of a change in the Bidding Documents will be issued only by the District's Chief Executive Officer and only in the form of written addenda mailed or otherwise delivered to the address of record of each Contractor. Each addendum will be numbered and dated. Under extreme circumstances, an addendum may be in the form of a telegraph. Oral statements or any instructions in any form, other than addenda as described above, shall have no consideration.
- b. Each addenda received during the bidding shall be acknowledged in the designated space on the Bid Form with the information therein requested. If none are received, the words "no addenda received" shall be written in the said space.

7. RECEIVING BIDS

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

8. WITHDRAWAL OF BIDS

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

9. EVALUATION OF BIDS

Bids will be evaluated as stated in the Scope of Work.

10. AWARD OR REJECTION OF BID

- a. Award will be made to the lowest responsive and responsible Contractor or Contractors whose bid meet all or the majority of the requirements and conditions set forth in the Scope of Services.
- b. The District reserves the right to REJECT ANY OR ALL bids or any item or part thereof, or to waive any informality in bids when it is in the best interest of the District to do so.
- c. The District also reserves the right to award its total requirements to one Contractor or to apportion those requirements among several Contractors, as the District may deem it to be in its best interest.

10. PRE-CONTRACTUAL EXPENSES

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

12. PAYMENT

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

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

13. DELAYS

- a. Unavoidable Delays

If services under the contract should be unavoidably delayed, the District's Chief Executive Officer (C.E.O) shall extend the time for completion of the contract for the determined number of days of excusable delay. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during the Contractor's performance, and was not caused directly or substantially by acts,

omissions, negligence or mistakes of the Contractor, the Contractors subs, or their agents, and was substantial and in fact caused the Contractor to miss delivery dates, and could not adequately have been guarded against by contractual or legal means. Delays beyond control of the District or caused by the District will be sufficient justification for delay of services and Contractor will be allowed a day for day extension.

b. Notification of Delays

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

c. Request for Extension

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

14. INSURANCE

- a. During the performance hereunder and at Contractor's sole expense, Contractor shall procure and maintain the following insurance and shall not of its own initiative cause such insurance to be cancelled or materially changed during the course of herein contract for bid.
1. Workers' Compensation Insurance with the limits established and required by the State of California;
 2. Employers' Liability Insurance with the limits set forth below;
 3. Comprehensive General Liability, Product/Completed Operations Liability, Contractual Liability, Independent Contractors Liability, and Automobile Insurance with at least the following limits of liability:
 - a. Primary Bodily Injury Liability limits of \$1,000,000 per occurrence;
 - b. Primary Property Damage Liability limits of \$1,000,000 per occurrence.
- b. Prior to the District's issuance of a contract, the Contractor must furnish to the District a Certificate of Insurance which shall certify the Contractor's insurance policy adequately covers the above listed requirements. Documents may be delivered or mailed to said office. Language on the certificate shall confirm the following:
1. The District is designated as an additional insured on the Comprehensive Liability and Automobile Liability Insurance described hereinabove.
 2. The coverage shall be primary as to any other insurance with respect to performance hereunder.

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

15. LIQUIDATED DAMAGES

The District and bidder recognize that liquidated damages requirements are appropriate if parties to a contract may reasonably expect to incur damages in the form of increase costs resulting from the late completion of the contract. Therefore, the District will impose a charge of \$250.00 per day, each day after scheduled completion date.

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REQUEST FOR PROPOSALS
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**Part II
General Terms and Conditions
(Equipment, Material and Services)**

1. PROHIBITED INTERESTS

a. Prohibited Interest

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

b. Interest of Members of or Delegates to Congress

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

2. CIVIL RIGHTS.

The following requirements apply to the underlying contract:

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

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

(a) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e, and Federal transit laws at 49 U.S.C. 5332, the Contractor agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (DOL) regulations, " Office of Federal Contract Compliance

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

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

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

(d) Veterans Employment As provided by 49 U.S.C 5325(k)

To the extent practicable, Contractor agrees that it:

1. Will give hiring preference to veterans (as defined in 5 U.S.C. 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter5 3, and
2. Will not require an employer to give a preference to any veteran over an equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with disability, or a former employee, and

Contractor also assures that its sub-contractor will:

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

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

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

A. Overtime Requirements.

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

B. Violation; Liability for Unpaid Wages; Liquidated Damages.

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

C. Withholding for Unpaid Wages and Liquidated Damages.

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

D. Subcontracts.

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

3. NONCONSTRUCTION CONTRACTS

- A. The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completions of the contract for all laborers and mechanics, including guards

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

B. Contract Work Hours and Safety Standards Act.

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

C. Subcontracts.

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

4. DISADVANTAGE BUSINESS ENTERPRISE

Golden Empire Transit District shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The recipient’s DBE program, as

required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Golden Empire Transit District of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and /or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

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

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

5. **LIABILITIES AGAINST PROCURING AGENCY**

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

6. **OMISSION**

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

7. **PRIORITY**

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

8. **PRICE ADJUSTMENT FOR REGULATORY CHANGE**

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

9. TERMINATION OF CONTRACT

a. Termination for Convenience

1. The procurement under this CONTRACT may be terminated by the District in accordance with this clause in whole, or from time to time in part, whenever the District shall determine that such termination is in its best interest. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.
2. After receipt of a notice of termination, and except as otherwise directed by the District, the Contractor shall:
 - a. stop work under the contract on the date and to the extent specified in the notice of termination;
 - b. place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the contract as is not terminated;
 - c. terminate all orders and subcontracts as to the extent that they relate to the performance of work terminated by the notice of termination;
 - d. assign to the District, in the manner, at the time, and to the extent directed by the District, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the District shall have the right, in its discretion to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
 - e. settle all outstanding liabilities and all claims arising out of such termination of orders and subcontract, with the approval and ratification of the District, to the extent that may be required, which approval or ratification shall be final for all the purposes of this clause;
 - f. transfer title to the District and deliver in the manner, at the time, and to the extent, if any, directed by the District, the fabricated or unfabricated parts, works in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated, and the completed or partially completed plans, drawings, information and other property which, if the contract had been completed, would have been required to be furnished to the District;
 - g. use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the District, any property of the types referred to above, provided, however, that the Contractor shall not be required

to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the District, and provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the District to the Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the District may direct;

- h. completed performance of such part of the work as shall not have been terminated by the notice of termination; and
- i. take such action as may be necessary, or as the District may direct, for the protection or preservation of the property related to this contract which is in the possession of the Contractor and in which the District has or may acquire an interest.

b. Termination for Default

1. The District may, by written notice of default to the Contractor, terminate the whole or any part of this contract, if the Contractor fails to make delivery of the equipment or to perform the services within the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the District may authorize in writing) after receipt of notice from the District specifying such failure.
2. If the contract is terminated in whole or in part for default, the District may procure, upon such terms and in such manner as the district may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable to the District for any excess costs for such similar supplies or services, and shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
3. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the

subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

4. Payment for completed equipment delivered to and accepted by the District shall be at the contract price. The District may withhold from amounts otherwise due the Contractor for such completed equipment such sum as the District determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.
5. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of the District.
6. The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

10. DISPUTES

- a. Protests dealing with restrictive specifications or alleged improprieties in the solicitation must be filed no later than eight working days prior to the bid opening or closing. Any other protest must be filed no later than eight working days after award of contract. Protests shall be in writing and addressed to the District's Chief Executive Officer.
- b. The protest will contain a statement describing the reasons for the protest and any supporting documentation. Additional materials in support of the initial protest will only be considered if filed within the time limit specified in paragraph a. The protest will also indicate the ruling or relief desired from the District.
- c. Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract, which is not disposed of by agreement shall be decided by the District, who shall reduce this decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the District shall be final and conclusive. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the District's decision.

11. ACCESS TO RECORDS

The following access to records requirements applies to this Contract:

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

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

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

12. GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

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

A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition, to other penalties that may be applicable,

the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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

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

14. ENERGY CONSERVATION

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

17. CLEAN WATER

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

18. CLEAN AIR

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. The contractor agrees to report each violation to the purchaser and understands and agrees that the purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA regional office.

The contractor also agrees to include there requirements in each subcontract exceeding \$100,000.00 financed in whole or in part with Federal assistance provided by FTA.

19. STATE AND LOCAL DISCLAIMER

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

**GOLDEN EMPIRE TRANSIT DISTRICT
REQUEST FOR PROPOSALS
HYDROGEN REFUELING STATION CONSULTING SERVICES #G117**

Price Proposal Form

Task

Hydrogen Refueling Station Analysis \$ _____

Develop Hydrogen Refueling station RFP Specifications \$ _____

Proposal Evaluation \$ _____

Project Management \$ _____

Training \$ _____

Business Name: _____

Proposer Name: _____

Address: _____

Phone Number _____

Email _____

REQUIRED FORMS

RETURN THIS FORM WITH YOUR PROPOSAL

ACKNOWLEDGMENT OF ADDENDA

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

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

ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to the documents:

Addendum No.	_____	,	Dated	_____
Addendum No.	_____	,	Dated	_____
Addendum No.	_____	,	Dated	_____
Addendum No.	_____	,	Dated	_____

Offeror: _____
Name

Street Address

City, State, Zip

Signature of Authorized Signer

Title

Phone

RETURN THIS FORM WITH YOUR PROPOSAL

CERTIFICATE OF NONDISCRIMINATION

Respondent hereby certifies under penalty of perjury under the laws of the State of California, that it does not unlawfully discriminate against any employee or applicant for employment with regard to race, color, religion, sex or national origin, ancestry, physical handicap, medical condition, marital status, or age; that it is in compliance with all applicable federal, state, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment. Respondent and its sub-consultants shall employ with the provisions of the Fair Employment and Housing Act (Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder Cal. Admin. Code, Title 2, Sec 7285.0 et seq.).

Respondent agrees specifically:

- * To establish or observe employment policies which actively promote opportunities for minority persons and women at all job levels.
- * To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities and women, and to the minority communities and women at large.
- * To state in all solicitations or advertisements for employees that the Proposer will consider all qualified applicants for employment without regard race, color, religion, age, sex or national origin.

Please include any additional information available regarding equal opportunity employment programs now in effect within you company, e.g. an Affirmative Plan and/or Policy statement.

CERTIFIED BY:

Signature of Authorized Official

Title of Authorized Official

Date

RETURN THIS FORM WITH YOUR PROPOSAL

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

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by an Federal debarment or agency.
2. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for default.
(If the primary participant (applicant for and FTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

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

Signature of Authorized Official _____

Title of Authorized Official _____

RETURN THIS FORM WITH YOUR PROPOSAL

LOBBYING CERTIFICATION

The Bidder or Offeror certifies, to the best its knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Federal department or agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification thereof.

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

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

THE BIDDER OR OFFEROR, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE BIDDER OR OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

Signature of Authorized Official _____

Title of Authorized Official _____

Date _____

RETURN THIS FORM WITH YOUR PROPOSAL

NON-COLLUSION AFFIDAVIT

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

State of _____, County of _____

I, _____, being first duly sworn, do hereby state that
(Name of Affiant)

I am _____ of _____
(Capacity) (Name of Firm, Partnership or Corporation)

whose business is _____

and who resides at _____

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

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

Signature of Affiant

Date

Sworn to before me this _____ day of _____, 20____.	
_____ Notary public	_____ My commission expires
	Seal

RETURN THIS FORM WITH YOUR PROPOSAL

Disadvantaged Business Enterprise

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

BY: _____
Authorized Official

Title

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

*All participating DBEs must complete the DBE affidavit, attached.

RETURN THIS FORM WITH YOUR PROPOSAL

AFFIDAVIT OF DISADVANTAGED BUSINESS ENTERPRISE

- I hereby declare and affirm that I am a qualifying DBE as describe in 49 CFR part 26 and that I will provide information to document this fact.
- I hereby declare and affirm that I am NOT a qualifying DBE

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE FOREGOING STATEMENTS ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

BY: _____

Title: _____

Date: _____

**RETURN THIS FORM WITH YOUR PROPOSAL
REFERENCES**

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

REFERENCES

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

REFERENCES

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