



**REQUEST FOR PROPOSAL**

**BUS SHELTERS**

**RFP 201617-01**

**October 4, 2016**

**1. INSTRUCTIONS AND CONDITIONS**

- A. No bid proposal will be considered for award unless submitted on the bid form included in this Request for Proposal (RFP). The bid must be fully complete and executed. Bidders shall provide an original and five (5) copies of the completed proposals.

Format: Proposal should be 8 ½ x 11 inches, printed two-sided on recycled paper with removable bindings, bound in a single document.

Each bid proposal must be submitted in an envelope addressed to Becky McCurdy, Procurement Services Manager, City of Madera, Purchasing Department, 1030 South Gateway Drive, Madera, California 93637, and delivered prior to the time and date specified in this document. Each envelope containing a bid proposal must have, on the outside, the name of the bidder, bidder's address and must be plainly marked on the outside as follows:

**Bid: BUS SHELTERS**

**RFP: 201617-01**

**Filing Deadline: Tuesday, December 20, 2016 - 3:00 PM**

- B. The Bid Documents consist of this Request for Proposal Attachments A, B and C and any addenda which may have been issued. Bidder shall thoroughly examine and be familiar with all Bid Documents. Submission of a bid shall constitute bidder's acknowledgment upon which the City may rely that bidder has thoroughly examined and is familiar with the Bid Documents. Failure or neglect of bidder to receive or examine all or part of the Bid Documents shall in no way relieve the bidder from any obligations with respect to this bid invitation or any resultant Purchase Order. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any part of the Bid Documents.

- C. Attention of bidders is especially directed to the specifications which, in addition to the bid proposal and these instructions, are the basis for evaluation and will be part of any contract with the successful bidder. Any deviations from the specifications in this notice shall be proper reason for rejection of all of any part of the bid proposal.
- D. The City reserves the right to reject or accept any or all bids or parts thereof, and to accept or reject the alternatives individually or jointly, for any reason.
- E. The City reserves the right to consider any minor deviations from the specifications and determine the acceptance or rejection of such deviation.

Any proposal may be withdrawn at any time prior to the hour fixed for the opening, provided that a request in writing executed by the proposer or his/her duly authorized representative, for the withdrawal of such proposal is filed with Purchasing-Central Supply. The withdrawal of a proposal shall not prejudice the right of a proposer to file a new proposal prior to the time and date set for the opening. After the expiration of the time and date for receipt of proposals, a proposal may not be withdrawn or altered.

- F. The City of Madera recognizes its policy of providing equal opportunity to all qualified persons and reaffirms its commitment that there shall be no discrimination against qualified applicants, or employees on the basis of race, gender, color, national origin, religion, age, disability, sexual orientation or marital status.
- G. The City reserves the right to seek supplementary information from any proposer at any time after official proposal opening and before the award. Such information will be limited to clarification or amplification of information asked in the original proposal.
- H. Issuance of the RFP and receipt of proposals does not commit the City to make an award. The City reserves the right to postpone the RFP process for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected company should negotiations with the selected company be terminated, or to cancel any section of this RFP. The City also reserves the right to apportion the award among more than one company.
- I. An award under this RFP will not be based solely on the lowest price. If an award is made, it will go to the bidder(s) with the best overall proposal. The successful proposal will be competitively priced and provide for adequate service to meet the City's needs.

- J. An award will be made as soon as possible after the opening of bids. Bid proposals shall remain valid for at least sixty (60) days after the opening of bids. No bid proposal may be withdrawn after the bid opening.
- K. Contract shall be in the form of a City of Madera Purchase Order and attachments of Request for Proposal and response thereto shall be a part thereof as though set forth therein. The Purchase Order will be very similar in content to Attachment B “Draft” Purchase Order which is provided for information purposes only and to help clarify City intent relevant to this RFP.
- L. Proposals will be evaluated by a committee. The committee may request an interview with the top rated companies. A reference check may also be conducted. If a bid proposal is found to be incomplete or not in compliance with the format required, it will not be submitted for evaluation. During the evaluation process, the City may find it beneficial to request additional information.

Each proposer will be scored on the following point system, with a maximum total of 100 points.

Overall Quality of Offer	5 points
Design Specifications	15 points
Engineering	15 points
Installation/Prototype	15 points
Warranty/Time Line	15 points
Price	25 points
Overall qualifications	10 points

- M. There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.
- N. Bidder’s Proprietary Information: Upon award, all documents provided by the successful bidder shall become public record. All documents provided by any bidders, other than the successful bidder, shall become public record in their entirety and subject to disclosure, unless said documents are retrieved by the bidder within ten (10) business days of the award. This shall also include, but is not limited to documents for projects for which all proposals are rejected and projects for which an award is not made for any reason. In the event that one or more proposals are returned to the bidding parties, it is the intent of the City that such documents shall not become public records of the City unless required by the California Public Records Act or other provisions of law.

- O. The City intends that other public agencies (county, special district, public authority, public agency, school district or other political subdivision of the state of California) shall have the option to participate in any agreement created because of this Request for Proposal to provide Bus Shelters. The City of Madera shall incur no financial responsibility in connection with a purchase order from another public entity. Vendor's agreement or failure to agree to the "piggyback" agreement will not be a factor in the award. This piggyback will remain available for one year from the date of award.

Check one of the following:

- i.  Agree to extend all prices, terms, and conditions of my proposal to any other public agency located in the State of California with no exceptions.
  - ii.  Agree to extend all prices, terms, and conditions of my proposal to any other public agency located in the State of California with the following exceptions noted, as attached.
  - iii.  The Vendor does not agree to extend pricing, terms and conditions in our Bid to any other agency.
- P. The City reserves the right to modify RFP at any time. In the event it becomes necessary to modify or revise the RFP, a written amendment or addenda issued by City's Purchasing-Central Supply Division is the only method which should be relied on with respect to changes to the RFP. Bidder is responsible to contact City's Purchasing-Central Supply Division prior to submitting a bid to determine if any amendments were made to the RFP. Documents, amendments, addenda, etc. will be posted to the City website at [www.cityofmadera.ca.gov](http://www.cityofmadera.ca.gov) on the Purchasing Department page under Bid Announcement and Results.

**All inquiries should be submitted in writing per the process described in this document.**

**Questions and suggestions concerning the RFP must be submitted in writing no later than 3:00 P.M. Tuesday, December 13, 2016.** Written questions or inquires should be e-mailed, mailed or faxed to:

Becky McCurdy  
Procurement Services Manager  
City of Madera City  
Purchasing-Central Supply  
1030 South Gateway Drive  
Madera, CA 93637

[rmccurdy@cityofmadera.com](mailto:rmccurdy@cityofmadera.com)

FAX: (559) 661-0760

## **2. SCOPE OF SERVICES/SPECIFICATIONS**

The City of Madera intends to purchase approximately twenty-one (21) bus shelters. The goal of the City of Madera Transit Improvement Project is to enhance the experience of those traveling within the City by providing shelter from the weather while introducing a signature design element to the streetscape environment. In order to attain this goal, the City has adopted a concept for the shelters which is shown in the drawing labeled Attachment A - which is included as part of this RFP as well as in the attached specifications and details from our prior shelter purchase. All shelters must be of the same type and style or equal.

This scope of services/specifications includes the design, engineering, and manufacture of modular components. Of the twenty-one (21) bus shelters to be purchased, approximately six (6) will be a standard full-size model (Large) and fifteen (15) will be a small-size model (Small). The shelter design must support the City of Madera's desire for a unique design that integrates with the City's overall geographic and cultural environment as shown in the Attachment A.

The City shall have the right to amend the number of full-size versus small-size bus shelters ordered during the agreement period prior to the issuance of the Purchase Order.

Each shelter shall be equipped with a bench seat and trash receptacle as described in Section A: General Concepts and Instructions. There will be six (6) 8" benches for the large shelters and fifteen (15) 4' benches for the small shelters as well as twenty-one (21) trash receptacles.

This scope of work does not include installation, as installation will be undertaken in-house or contracted separately. To facilitate installation, the pre-installation manufactured components will be modular in design. Upon manufacture and agreed upon delivery dates, bus shelter components are to be delivered to the Public Works Yard, located at 1030 S. Gateway Drive, Madera, CA 93637.

### **A. GENERAL CONCEPTS AND INSTRUCTIONS**

#### **General Design Specifications and Instructions**

1. The overall bus shelter design shall be consistent with the attached conceptual design labeled Attachment A – Drawing and Spec Sheets.

2. Roof Color – Terra Cotta (from the Berridge Co. color scheme sheet - or equal
3. Frame Color – Campfire Coffee (63 RD – TNEMEC) or equal
4. Each shelter is to be treated with an Anti-Graffiti coating on frame and underside surfaces; standing seam roof w/simulated spanish tile and powder coated frame.
5. The full-size model (full-size) will be an approximately 5'-0" deep, 13'-0" wide covered shelter with a main structure constructed out of modular powder-coated aluminum and/or tube steel or other durable material. Other materials that meet these guidelines will be considered.
6. The compact-size model (small-size) will be an approximately 5'-0" deep, 9'-0" wide covered shelter with a main structure constructed out of modular powder-coated aluminum and/or powder-coated tube steel or other durable material. Other materials that meet these guidelines will be considered.
7. The bus shelter roof components shall be modular in design and shall allow for roof components to be securely fastened to the shelter in a concealed and tamper-proof manner.
8. Bus shelter roof design shall be steel simulated Spanish tile; however, other proposed durable material able to withstand inclement weather and resistant to vandalism will be considered. The components must be consistent with the overall design of the attached conceptual drawing, labeled, Attachment A.
9. No protruding manufacturing materials shall be visible from the underside of the roof.
10. All bus shelter structural components shall be clearly labeled and modular in design.
11. The overall design of the shelter must allow a minimum of 36" of sidewalk clearance (adjacent to the shelter) for wheelchairs and pedestrians to pass.
12. Given the conceptual design, shelters shall be designed so as to minimize the collection of debris and trash, facilitate ease of cleaning and provide ample protection from inclement weather. Additionally, the bus shelter design must be graffiti-resistant,

vandal-proof, and contain no glass. Only materials that meet these guidelines will be considered.

13. The bus shelter design shall allow for placement of signage for system identification.
14. The structure should maximize shelter from rain, wind, and sun.
15. The full-size shelter should allow for the installation of bench seat in addition to 36" of wheelchair access space; the small-size shelter should allow for the installation of a bench seat in addition to 36" of wheelchair access space) as indicated in the attachments to this RFP.
16. The benches for the large shelters shall be 8' perforated metal with back and three anti-vagrant bars – CITY OF MADERA in Arial Rounded Bold type laser cut into the back of bench. Durable baked powder coat finish RAL 8017 Chocolate Brown. Zinc anchors. Or equal.
17. The benches for the small shelters shall be 4' perforated metal with back and one anti-vagrant bars – CITY OF MADERA in Arial Rounded Bold type laser cut into the back of bench. Durable baked powder coat finish RAL 8017 Chocolate Brown with zinc anchors. Or equal.
18. Trash receptacle shall be 32 gallon perforated metal with hinged and covered lid and 32 gallon hard rubber liner, durable baked powder coat finish RAL 8017 Chocolate Brown with zinc anchors. Or equal.
19. The seating and trash receptacle installation shall not be part of this scope of work.
20. The front of the shelter should be open.
21. People using the shelter should be able to clearly see buses approaching (which will always be from the left). People inside the shelter should be able to determine the presence of anyone nearby, via a sightline at the foot level or otherwise, for security purposes.

**B. Structural Engineering and Quality Control Requirements**

1. The entire assembly, when anchored in place must meet, without damage, the minimum design loadings as per the latest edition of the State of California Building Code, the State of California Accessibility

Code, and the Americans with Disabilities Act Accessibility Guidelines (ADAAG); whichever is more stringent, as well as applicable state, county, and municipal code, whichever is more stringent.

2. Capacity to sustain the above loadings, explained in item 1 of this section, shall be demonstrated by detailed structural analysis made by a registered structural engineer at the manufacturer's expense.

3. Calculations bearing the name, address, signature, and professional seal of the structural engineer shall be submitted upon request.

4. All shelter components shall be constructed of first quality new materials.

5. The shelter should be structurally sound with an expected useful life of 30 years.

6. All metal components exposed to weather shall be powder-coated with a color to be selected by the City.

7. Shelter must be able to withstand heavy winds and should be properly secured to the ground.

**C. Installation Requirements**

1. The City shall have the option of requesting that the successful bidder provides a sample or prototype of the full-size and small-size bus shelters prior to the manufacturing of all bus shelters. This will allow the City to make modifications or design adjustments, as needed, in order to comply with the specifications of this scope of work and/or City preferences.

2. All hardware that will be necessary for the bus shelter installation (not excluding nails, nuts, bolts, fasteners, etc.) shall be clearly labeled and delivered along with the roof and structural components.

3. Three (3) complete sets of each bus shelter model design drawings and engineering specifications, signed by a State of California registered Structural Engineer, shall be provided to the City of Madera Engineering Department, Attention: Jose E. Aguilar, 205 W. 4<sup>th</sup> Street, Madera, CA 93637, at least twenty (20) days prior to construction of any modular components.

4. Three (3) complete sets of installation instructions for each bus shelter model shall be provided to the City of Madera Engineering



Department, Attention: Jose E. Aguilar, 205 W. 4<sup>th</sup> Street, Madera, CA 93637, at least twenty (20) days prior to the delivery of any components.

5. One (1) complete set of tools needed for the installation of the bus shelters shall be clearly labeled and provided to the City of Madera Engineering Department, Attention: Jose E. Aguilar, 205 W. 4<sup>th</sup> Street, Madera, CA 93637, at least twenty (20) days prior to the delivery of any components.

**D. Warranties**

1. Vendor shall provide a written warranty on all manufactured components and materials and workmanship and other pertinent components.

**E. Timeline for Completion**

1. Vendor must provide a detailed timeline of all key project milestones (i.e., design, design delivery, design acceptance due date by the City, prototype delivery to the City, City due date for prototype acceptance and changes to prototype, manufacture commencement, manufacture end date, final model component delivery, tools delivery, and instructions delivery, etc.).

2. The Vendor shall begin work within fifteen (15) calendar days of award and shall perform in accordance with the timeline established in the proposal and included as part of the agreement between the vendor and the City.

**F. Price Quote and Proposal**

1. Proposals shall be typewritten and no more than ten (10) pages.

2. Vendor shall describe their overall concept based upon the drawing provided.

3. Vendor shall provide a detailed proposed schedule and process.

4. Vendor shall provide detailed installation instructions with the proposal.

5. Vendor shall provide a price quote with a detailed breakdown of costs by all key components.

6. Vendor shall include in its price quote separate detailed costs for a full-size and small-size bus shelter.

**G. Examples of Past Work**

1. Please include at least three (3), examples of similar projects you have created in the past. For each example, please include a short description of the project; who it was created for, contact information, cost of the project and color photos or drawings. These three examples will be in addition to the references required below.

**H. Resume**

1. Please submit a resume of the company (no more than two (2) pages).

**I. References**

1. Please submit at least three (3) professional references, including names, company names, and contact telephone numbers.

**J. Delivery of merchandise must be F.O.B. Madera**

**K. Delivery Location:**

City of Madera  
Department of Public Works  
1030 South Gateway Drive  
Madera, CA 93637

**L. Delivery Hours:**

Monday through Friday  
7:30 AM - 3:00 PM

**3. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS**

**FEDERAL REQUIREMENTS WHICH APPLY TO PROJECT AND RELATED CONTRACT INTO WHICH THIS ATTACHMENT IS INCORPORATED**

**BUY AMERICA REQUIREMENTS**

**Buy America (contracts at or more than \$100,000) –**

The vendor 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.

### **ENERGY CONSERVATION REQUIREMENTS**

**Energy Conservation** - The vendor 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.

### **CLEAN WATER REQUIREMENTS**

**Clean Water (contracts which meet or exceed \$100,000)** - (1) The vendor 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 Vendor 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 Vendor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

### **ACCESS TO RECORDS AND REPORTS**

**Access to Records** - The following access to records requirements apply to this Contract:

A. 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 49 C. F. R. 18.36(i), the Vendor 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 Vendor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Vendor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any Project Management Oversight Contractor access to Vendor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

B. Where 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, Vendor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Vendor, access to the Vendor'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.

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

D. 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 Vendor 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.

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

F. The Vendor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Vendor 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 49 CFR 18.39(i)(11).

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

**Requirements for Access to Records and Reports by Types of Contract**

<b>Contract Characteristics</b>	<b>Operational Service Contract</b>	<b>Turnkey</b>	<b>Construction</b>	<b>Architectural Engineering</b>	<b>Acquisition of Rolling Stock</b>	<b>Professional Services</b>
I <u>State Grantees</u>	None	Those imposed on state pass	None	None	None	None
a. Contracts below	None		Yes, if non-	None unless	None	None

SAT (\$100,000)		unless <sup>1</sup> non- competitiv e award	thru to Contractor	competitive award or if funded thru <sup>2</sup> 5307/5309/5 311	non- competitive award	unless non- competitive award	unless non- competitive award
b. Contracts above \$100,000/Capital Projects							
<u>II Non State Grantees</u>		Yes <sup>3</sup>	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
a. Contracts below SAT (\$100,000)				Yes	Yes	Yes	Yes
b. Contracts above \$100,000/Capital Projects		Yes <sup>3</sup>					

Sources of Authority:

<sup>1</sup> 49 USC 5325 (a)

<sup>2</sup> 49 CFR 633.17

<sup>3</sup> 18 CFR 18.36 (i)

## **FEDERAL CHANGES**

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

## **CLEAN AIR**

**Clean Air (applies to contracts which meet or exceed \$100,000)** - (1) The Vendor 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 Vendor 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 Vendor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

## **RECYCLED PRODUCTS**

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

**NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

(1) The City and Vendor 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 City, Vendor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Vendor 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.

**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

(1) The Vendor 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 Vendor 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 Vendor 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 Vendor to the extent the Federal Government deems appropriate.

(2) The Vendor 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 Vendor, to the extent the Federal Government deems appropriate.

(3) The Vendor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the

clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### **GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

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

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

By signing and submitting its bid or proposal, the Vendor or proposer certifies as follows:

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

### **PRIVACY ACT**

**Contracts Involving Federal Privacy Act Requirements** - The following requirements apply to the Vendor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Vendor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Vendor agrees to obtain the express consent of the Federal Government before the Vendor or its employees operate a system of records on behalf of the Federal Government. The Vendor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Vendor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

## **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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Vendor 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 Vendor 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 Vendor agrees to comply with any implementing requirements FTA may issue.



(3) The Vendor 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.

## **BREACHES AND DISPUTE RESOLUTION**

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

**Performance During Dispute** - Unless otherwise directed by City, Vendor shall continue performance under this Contract while matters in dispute are being resolved.

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

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

**Rights and Remedies** - The duties and obligations imposed by the Contract and incorporated documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or Vendor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation has not been established for this procurement.

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

c. The successful Vendor/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The Vendor 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 Vendor's receipt of payment for that work from the City. In addition, The Vendor is required to return any retainage payments to its subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

e. The Vendor must promptly notify the City, 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. The Vendor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City.

**INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

**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 Vendor shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause the City of Madera to be in violation of the FTA terms and conditions.

\* \* \* \* \*

CITY OF MADERA

BID PROPOSAL AUTHORIZATION

BUS SHELTERS

RFP 201617-01

DATE \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

CITY / STATE / ZIP \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

EMAIL \_\_\_\_\_

PERSON PREPARING BID \_\_\_\_\_

POSITION \_\_\_\_\_

SIGNATURE \_\_\_\_\_

## Lobbying Certification

The undersigned \_\_\_\_\_ certifies, to the best of his or her 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 an 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 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 instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(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 SUBCONTRACTORS 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The CONTRACTOR, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of CONTRACTOR'S Authorized Official

\_\_\_\_\_  
Name and Title of CONTRACTOR'S Authorized Official

\_\_\_\_\_  
Date

Note: This entire packet should be returned with the bid.