

VIN/Unique Identifier	Make/Model	Length	Year Put in Service	Current Vehicle Mileage
Rehab--Bus #293, 4UZADRDU9ECFN9402	Freightliner/ Glavel	37	2013	261,734 <input type="checkbox"/>
Rehab--Bus #292, 4UZADRDU4ECFM6718	Freightliner/ Glavel	37	2013	254,348 <input type="checkbox"/>

The diesel engine and transmission for both buses are:

Engines: 2013 Cummins ISB6.7ltr diesel engines

Transmissions: Allison 2000 series automatic

If you interested in submitting a proposal to perform any or all of this rehab work, please contact RCTA by email, with any questions you may have to sharpen your cost estimates. It is recommended to call RCTA to schedule a time to examine the buses in person. A video walkthrough of the buses can be made available to show the current conditions of the buses and components.

Proposal Packet

Proposal packets must be submitted or postmarked by the proposal deadline of **November 25, 2022** to;

RCTA
 Attn: Joe Rye – Freightliner Bus Rehab
 900 Northcrest Drive, #134
 Crescent City, CA 95531

The proposal packet should be a hard copy (not email) version with these inclusions:

- Proposal letter identifying the rehab component(s) you wish replace for RCTA, a brief description of the work you would do, and cost(s) for each element/component.
- A short description of your shop's qualifications and history of successful similar rehabilitation projects.
- A statement that you will comply with the Federal Requirement in the attachment, which will be included in all contracts awarded..

THIRD PARTY CONTRACT CLAUSES

Federal Transit Administration and California Department of Transportation Required Provisions

- D. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- E. CONTRACTOR represents and warrants that it has performed a due diligence review of its supply chain and that no such "covered telecommunications equipment or services" shall be provided to the AWARDING AGENCY that would cause the AWARDING AGENCY to be in violation of the prohibition contained in the Act.

Energy Conservation

The CONTRACTOR agrees to comply with the mandatory energy efficiency standards and policies within the applicable California Department of Transportation energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42, U.S.C. Section 6321 et seq.

Awards Exceeding \$10,000.00

Additional Termination Provisions

- A. Termination for Convenience (General Provision). When it is in the AWARDING AGENCY's best interest, the AWARDING AGENCY reserves the right to terminate this Contract, in whole or in part, at any time by providing a TEN (10) DAY WRITTEN NOTICE to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the AWARDING AGENCY. If the CONTRACTOR has any property in its possession belonging to the AWARDING AGENCY, the CONTRACTOR will account for the same, and dispose of it in the manner the AWARDING AGENCY directs.
- B. Termination for Default (General Provision). If the CONTRACTOR does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the CONTRACTOR fails to perform in the manner called for in the contract, or if the CONTRACTOR fails to comply with any other provisions of the contract, the AWARDING AGENCY may terminate this contract for default. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the AWARDING AGENCY that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the CONTRACTOR, the AWARDING AGENCY, after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.

- C. Mutual Termination. The PROJECT may also be terminated if the AWARDING AGENCY and the CONTRACTOR agree that its continuation would not produce beneficial results

THIRD PARTY CONTRACT CLAUSES

Federal Transit Administration and California Department of Transportation Required Provisions

Agreement, and any Amendments thereto, or the Federal or STATE Government's administration or enforcement of federal laws, regulations, and requirements.

3. The AWARDING AGENCY must promptly notify the STATE, if the AWARDING AGENCY has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct involving FY2020 Contractors Manual – Procurement 9-49 federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the AWARDING AGENCY and STATE, or an agreement involving a principal, officer, employee, agent, or CONTRACTOR of the AWARDING AGENCY. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the AWARDING AGENCY, including divisions tasked with law enforcement or investigatory functions.

Awards Exceeding \$100,000.00

Provisions for Resolution of Disputes, Breaches, or Other Litigation

The AWARDING AGENCY and the CONTRACTOR shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the CONTRACTOR shall submit to the AWARDING AGENCY Representative for this Contract or designee a written demand for a decision regarding the disposition of any dispute arising under this Contract. The AWARDING AGENCY Representative shall make a written decision regarding the dispute and will provide it to the CONTRACTOR. The CONTRACTOR shall have the opportunity to challenge in writing within ten (XX) working days to the AWARDING AGENCY's Executive Director or his/her designee. If the CONTRACTOR'S challenge is not made within the ten (XX) day period, the AWARDING AGENCY Representative's decision shall become the final decision of the AWARDING AGENCY. The AWARDING AGENCY and the CONTRACTOR shall submit written, factual information and supporting data in support of their respective positions. The decision of the AWARDING AGENCY shall be final, conclusive, and binding regarding the dispute, unless the CONTRACTOR commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.

Lobbying

- A. The CONTRACTOR agrees that it will not use federal assistance funds to support lobbying. In accordance with 31 U.S.C. and U.S. Department of Transportation Regulations, "New Restrictions on Lobbying." 49 CFR Part 20, if the bid is for an award for \$100,000.00 or more the AWARDING AGENCY will not make any federal assistance available to the CONTRACTOR until the AWARDING AGENCY has received the CONTRACTOR'S certification that the CONTRACTOR has not and will not use federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any federal 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 grant,

THIRD PARTY CONTRACT CLAUSES

Federal Transit Administration and California Department of Transportation Required Provisions

1. If the offer meets the DBE contract goal the offeror must include with the offer a completed ADM-0227F form.
2. If the offer cannot meet the DBE contract goal the offeror must include with the offer a completed ADM-0312F form that documents the offeror's good faith efforts (GFE) and ADM-0227F form. The AWARDDING AGENCY must document concurrence with the offeror's GFE and provide a copy of the GFE to Caltrans DRMT Compliance Liaison for additional concurrence prior to contract award.

The CONTRACTOR shall not terminate the DBE subcontractors listed on ADM-0227F without the AWARDDING AGENCY's prior written consent and concurrence from the CALTRANS DBELO. The AWARDDING AGENCY may provide such written consent only if the CONTRACTOR has good cause to terminate the DBE firm. Before transmitting a request to terminate, the CONTRACTOR shall give notice in writing to the DBE SUBCONTRACTOR of its intent to terminate and the reason for the request. The CONTRACTOR shall give the DBE five (5) days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the contract for any reason, the CONTRACTOR shall make good faith efforts (GFE) to find another DBE subcontractor to substitute for the original DBE and immediately notify the AWARDDING AGENCY in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement.

Continued Compliance

The AWARDDING AGENCY shall monitor the CONTRACTOR'S DBE compliance during the life of this contract and submit to the STATE a completed ADM-3069 form in each their request for reimbursement (RFR) packet.

Prompt Payment and Return of Retainage

- A. The AWARDDING AGENCY shall comply with 49 CFR Part 26.29 and ensure the CONTRACTOR pay its subcontractors performing work satisfactorily completed related to this contract no later than thirty (30) days after the CONTRACTOR's receipt of payment for that work from the AWARDDING AGENCY.
- B. Unless the approved project is for Construction, the CONTRACTOR shall not hold retainage (withhold retention) from any subcontractor. The STATE shall not hold retainage (i.e. withhold retention) from any CONTRACTOR.
- C. If a dispute arises regarding Construction projects only, the CONTRACTOR may exercise its rights under California Public Contract Code (PCC) Sections 10262 and 10262.5 or California Business and Professions Code (BPC) Section 7108.5, as applicable.
- D. The CONTRACTOR is required to pay its subcontractors for satisfactory performance of work related to this Agreement no later than 30 days after the CONTRACTOR's receipt of payment for that work from the AWARDDING AGENCY. In addition, the CONTRACTOR is required to return any retainage (retention) payment to any subcontractor within 30 days after the subcontractor's work related to this Agreement is satisfactorily completed.

Recycled Products

The CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to

THIRD PARTY CONTRACT CLAUSES

Federal Transit Administration and California Department of Transportation Required Provisions

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.

Contract Work Hours and Safety Standards Act (Applicable to: Construction contracts and, in very limited circumstances, non-construction projects that employ laborers or mechanics on a public work.)

- A. The CONTRACTOR agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. Section 33 and also ensure compliance of its subcontractors; if applicable, CONTRACTOR shall comply with DOL regulations "Safety and Health Regulation for Construction" 29 CFR Part 1926.
- B. No CONTRACTOR or subcontractor contracting for any part of the work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at the rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek

Awards with Construction Activities

Third Party Construction or Facility Improvement Contracts

- A. Davis Bacon Act (>\$2,000.00). In accordance with requirements of 49 U.S.C. Section 5333(a) and the implementing regulations of 29 CFR Part 5, the CONTRACTOR shall comply with the employee protection requirements of the Davis-Bacon Act for construction activities exceeding \$2,000.00 performed in connection with the PROJECT. The Davis-Bacon Act applies to contracts in excess of \$2,000.00 for construction, alteration, or repair of public buildings or public works and requires the inclusion of a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor.
- B. Bonding. For contracts or subagreements exceeding \$100,000.00, the following bonding requirements must be included: Bid guarantee from each CONTRACTOR equivalent to five (5%) percent of the bid price; performance bond on the part of the CONTRACTOR for 100 (100%) percent of the contract price; and payment bond in the amount of either (1) 50% of the contract price if the contract price is not more than \$1 million dollars or, (2) 40% of the contract price if the contract price is more than \$1 million
- C. Copeland Anti-Kickback Act. For contracts or subagreements exceeding \$100,000.00 and in accordance with 18 U.S.C. Section 874, Copeland "Anti-Kickback" Act, 29 CFR Part 3, the "CONTRACTOR and subcontractors on Public Building or Public Work Financed in part by Loans or Grants from the United States," the CONTRACTOR and subcontractor are prohibited from including, by any means, any employee, to give up any part of his or her compensation to which he or she is otherwise entitled.

Seismic Safety

The CONTRACTOR agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the

THIRD PARTY CONTRACT CLAUSES

Federal Transit Administration and California Department of Transportation Required Provisions

extent required by the regulation. The CONTRACTOR also agrees to ensure that all work performed under this contract including work performed by a subagreements is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the PROJECT.

DRAFT

**DIVISION OF RAIL AND MASS TRANSPORTATION • FEDERAL TRANSIT PROGRAMS
FORM 2b FTA REQUIRED THIRD-PARTY CONTRACT CLAUSES**

ALL FTA SECTION 5310, 5311, AND 5339 SUPPORTED CONTRACTS, EXCLUDING MICRO PURCHASES, EXCEPT CONSTRUCTION CONTRACT EXCEEDING \$2,000.00, ARE TO INCLUDE THE FOLLOWING CONTRACT CLAUSES. **REQUIRED FEDERAL AND STATE THIRD-PARTY CONTRACT CLAUSES ARE AVAILABLE ON THE ELECTRONIC GRANTS MANAGEMENT SYSTEM, ITEM 2A.**

SUBRECIPIENT:	SOLICITATION TITLE OR NUMBER:	PROCUREMENT REVIEW LOG #:				
FEDERAL REQUIRED CLAUSE	SOLICITATION OR CONTRACT PAGE NUMBER	CONTRACTED COMMODITY OR SERVICE				
		ROLLING STOCK	OPERATING ASSISTANCE	CONSTRUCTION	GOODS	CONSULTANT SERVICES
NO GOVERNMENT OBLIGATION TO THIRD PARTIES		APPLICABLE TO ALL CONTRACT TYPES AT ANY FEDERAL FUNDING LEVEL				
PROGRAM FRAUD AND FALSE AND FRAUDULENT STATEMENTS AND RELATED ACTS		APPLICABLE TO ALL CONTRACT TYPES AT ANY FEDERAL FUNDING LEVEL				
ACCESS TO RECORDS AND REPORTS		APPLICABLE TO ALL CONTRACT TYPES AT ANY FEDERAL FUNDING LEVEL				
FEDERAL CHANGES		APPLICABLE TO ALL CONTRACT TYPES AT ANY FEDERAL FUNDING LEVEL				
CIVIL RIGHTS (EEO, TITLE VI, & ADA)		APPLICABLE TO ALL CONTRACT TYPES AT ANY FEDERAL FUNDING LEVEL				
INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS		APPLICABLE TO ALL CONTRACT TYPES AT ANY FEDERAL FUNDING LEVEL				
PROHIBITION ON CERTAIN TELECOM AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT		APPLICABLE TO ALL CONTRACT TYPES AT ANY FEDERAL FUNDING LEVEL				
ENERGY CONSERVATION		APPLICABLE TO ALL CONTRACT TYPES AT ANY FEDERAL FUNDING LEVEL				
DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROMPT PAYMENT/RETURN OF RETAINAGE		APPLICABLE TO ALL CONTRACT TYPES AT ANY FEDERAL FUNDING LEVEL				
INTELLIGENT TRANSPORTATION SYSTEMS (ITS)—NATIONAL ARCHITECTURE		APPLICABLE TO ALL CONTRACT TYPES AT ANY FEDERAL FUNDING LEVEL				
TERMINATION		APPLICABLE TO ALL CONTRACT TYPES AT \$10,000.00 OR MORE				
GOVERNMENT-WIDE DEBARMENT AND SUSPENSION		APPLICABLE TO ALL CONTRACT TYPES AT \$25,000.00 OR MORE				
LEGAL MATTERS CONCERNING A COVERED TRANSACTION		APPLICABLE TO ALL CONTRACT TYPES AT \$25,000.00 OR MORE				
BREACHES AND DISPUTE RESOLUTION		APPLICABLE TO ALL CONTRACT TYPES AT \$100,000.00 OR MORE				
LOBBYING AND <u>LOBBYING CERTIFICATION STATEMENT</u>		APPLICABLE TO ALL CONTRACT TYPES AT \$100,000.00 OR MORE				
CLEAN AIR		APPLICABLE TO ALL CONTRACT TYPES AT \$100,000.00 OR MORE				
CLEAN WATER		APPLICABLE TO ALL CONTRACT TYPES AT \$150,000.00 OR MORE				
BUY AMERICA (WHEN TANGIBLE PROPERTY OR CONSTRUCTION WILL BE ACQUIRED)		\$150,000.00+	\$150,000.00+	\$150,000.00+	\$150,000.00+	
CARGO PREFERENCE (PROPERTY SUITABLE FOR SHIPMENT BY OCEAN VESSEL)		X		X	X	
FLY AMERICA (PROPERTY OR PERSONS INTERNATIONAL TRAVEL)		X	X	X	X	X
DAVIS-BACON ACT				\$2,000.00+		
COPELAND ANTI-KICKBACK ACT				X		
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT		\$100,000.00+		\$100,000.00+	\$100,000.00+	\$100,000.00+
BONDING				\$100,000.00+		
SEISMIC SAFETY (NEW BUILDING OR ADDITION)				X		
TRANSIT EMPLOYEES PROTECTIVE AGREEMENTS			5311 & 5316			
CHARTER BUS AND SCHOOL BUS			X			
DRUG AND ALCOHOL TESTING			5311			
PATENT AND RIGHTS IN DATA						X (RESEARCH)
RECYCLED PRODUCTS			\$10,000.00+	\$10,000.00+	\$10,000.00+	
BUS TESTING		X	TURNKEY			
PRE-AWARD AND POST-DELIVERY AUDIT		X	TURNKEY			